



Scott Eisenhauer, Mayor

**NOTICE AND AGENDA
PUBLIC SERVICES COMMITTEE MEETING**

Robert E. Jones Municipal Building
Lower Level – City Council Chambers
17 West Main Street
Danville, Illinois 61832

Tuesday, September 27, 2016 – 6:00 PM

1. Call to Order – Roll Call
2. Approve Minutes
3. Approve Agenda
4. Audience Comments
5. Chairman's Comments
6. Approval of Payrolls
7. Approval of Vouchers Payable
8. City Clerk's Report – Lisa Monson
 - A. Items of Information
9. Finance – Gayle Lewis, Comptroller
 - A. Ordinance: Adopting a Disclosure Compliance Policy
 - B. Items of Information
 1. Human Resources Monthly Report
 2. Risk Manager Monthly Report for August 2016
 3. Additional Items of Information
10. Fire – Larry Thomason, Public Safety Director
 - A. Items of Information
 1. Monthly Incident Report (paperwork at meeting)
11. Human Relations – Sandra Finch, Administrator
 - A. Items of Information
 1. Monthly Status Report

PUBLIC SERVICES COMMITTEE

PAGE – 2 –

SEPTEMBER 27, 2016

12. Information Technology – Agnel DSilva, Administrator
 - A. Items of Information

13. Legal – Dave Wesner, Corporation Counsel
 - A. Items of Information

14. Police – Larry Thomason, Public Safety Director
 - A. Items of Information
 1. Monthly Report (paperwork at meeting)

15. Public Transportation – Lisa Beith, Director
 - A. Resolution: Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
 - B. Items of Information

16. Urban Services – David Schnelle, Director
 - A. Ordinance: Approving Purchase of Property for East Main Street Project (additional paperwork at meeting)
 - B. Items of Information

17. Closed Session

18. Committee Members' Comments

19. Adjournment

PAYROLL REPORT					
WEEKLY					
FOR PERIOD ENDING:	09/20/2016	<i>CHECK DATE</i>	09/23/2016		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
FINANCE DEPARTMENT	150.50				150.50
CENTRAL VEHICLE MAINTENANCE	2,884.12		-		2,884.12
ENVIRONMENTAL CODE ENFORCEMENT	1,090.00		-		1,090.00
POLICE DEPARTMENT	-		-		-
STREETS DEPARTMENT	13,565.09		491.42		14,056.51
PARKS & PUBLIC PROPERTY	10,694.39		520.33		11,214.72
MUNICIPAL POOL	-		-		-
DOWNTOWN SERVICES	-		-		-
MASS TRANSIT	15,310.75		2,592.58		17,903.33
HARRISON PARK	1,565.54		262.69		1,828.23
SANITARY SEWER	8,849.80		854.36		9,704.16
SOLID WASTE	14,105.93		103.24		14,209.17
TOTAL	68,065.62		4,824.62		73,040.74
BREAKDOWN OF PARKS OT:					
REGULAR OVERTIME - 51002	520.33				
Maintenance of Buildings - 52011	-			TOTAL	72,890.24
TOTAL PARKS OT	520.33				

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF

VOUCHERS PAYABLE

SUMMARY

September 27, 2016

DISTRIBUTIONS

General Fund (001)		\$22,570.58
Central Vehicle Maint. (012)	\$9,105.70	
Environmental Code Inspection (014)	\$450.76	
General City Government (015)	\$1,124.20	
Legal Services (017)	\$430.00	
City Clerk (018)	\$450.00	
Personnel & Human Relations (019)	\$35.00	
Information Technology (020)	\$2,970.92	
Police (021)	\$114.22	
Fire (022)	\$218.33	
Streets (031)	\$3,899.28	
Parks & Public Property (051)	\$3,189.33	
Engineering & Urban Services (060)	\$582.84	
Motor Fuel Tax (103)		\$20,532.43
Community Development Block Grant - CDBG (106)		\$5,363.44
Infrastructure Development (107)		\$21,472.06
Danville Mass Transit (113)		\$17,314.23
Danville Area Transportation Study - DATS (116)		\$72.25
Midtown - TIF (117)		\$16,607.54
Landfill Remediation (301)		\$1,390.51
Capital Improvements (302)		\$968.78
Harrison Park Golf Course (401)		\$2,395.53
Sewer (402)		\$3,351.63
Solid Waste Management (405)		\$3,839.95
Health Insurance (501)		\$332.40
Civic Center (604)		\$39,518.37
Total		<u>\$155,729.70</u>

COMPTROLLER	DATE	MAYOR	DATE
-------------	------	-------	------

CREDIT CARD BREAKDOWN

FIRST BANKCARD BREAKDOWN FOR AUGUST 2016 STATEMENT DUE: 10/07/16 PAID: 9/27/2016

NAME/ACCT	DEPT	ACTUAL PD	SUPPLIES DESCRIPTION
BURTON	Harrison Park	935.57	PRO SHOP SUPPLIES
AULL	GIS Coordinator	520.00	ILGISA ANNUAL CONFERENCE REGISTRATION FEE
MAYOR	Public Affairs	-994.07	CREDIT FOR RETURNED MERCHANDISE
SCHNELLE	EUS	873.17	TRAINING REGISTRATION FEES, PROPERTY MAINT. CODE BOOKS, CREDIT -CANCELED REGISTRATION, JACKET/SAFETY VESTS FOR ECE, STORMWATER DOMAIN NAME RENEWAL, VOICE RECORDER
STARK	Police	114.22	TOOLS, LICENSE PLATES CAR D-1
WESNER	Legal	310.00	IML 103RD ANNUAL CONFERENCE REGISTRATION
LANE	Parks & Public Prop	856.39	IL PUBLIC SERVICES INSTITUTE REGISTRATION FEE, T-SHIRTS FOR 2016 SOFTBALL WINNERS
MONSON	City Clerk	450.00	REGISTRATION FEE - 2016 MCI INSTITUTE/ACADEMY
CARPENTER	CVM	505.16	TWO REPLACEMENT TIRES FOR TRAILER M990709
BEITH	DMT	363.52	TRAEI EXPENSES TO PICK UP BUSES, FUEL, MONTHLY ADOBE FEE
GARCIA	Streets/Sewers	689.45	JACKET FOR SEWER EMPLOYEE AND REGISTRATION FEE FOR TRAINING
D'SILVA	IT	1,700.96	COMPUTER SUPPLIES, CISCO PHONES
		\$ 6,324.37	TOTAL

CITY OF DANVILLE
ACCOUNTS PAYABLE - SEPTEMBER 27, 2016

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	09/12/2016	105117	43.73
001-012-00-52015 - Maintenance of Vehicles	1094 - SHUTES ALIGNMENT & FREY TIRE	ALIGNMENT UNIT #3	09/12/2016	105183	85.55
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	PATCH FOR TRUCK #63	09/12/2016	105192	21.82
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR FOR UNIT #86	09/08/2016	105192	21.82
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR UNIT #23	09/06/2016	105192	37.00
001-012-00-52015 - Maintenance of Vehicles	175 - CARNAGHI TOWING & REPAIR	Tow	08/31/2016	105129	45.00
001-012-00-52015 - Maintenance of Vehicles	663 - LINNE MACHINE CO., INC.	MOUNTED CRANE ON FLATBED	08/31/2016	105169	2,100.00
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	PATCH FOR PARKS TRAILER	09/12/2016	105192	21.82
001-012-00-52016 - Maintenance of Other Equipment	2465 - DANVILLE RUBBER GROUP	Parts for JD Excavator	09/01/2016	105141	1,236.78
001-012-00-52016 - Maintenance of Other Equipment	5014 - FIRST BANKCARD	FEE FOR 2 TIRE REPLACEMENTS - TRAILER M990709	08/30/2016	105152	245.95
001-012-00-53015 - Materials to Maintain Vehicles	2465 - DANVILLE RUBBER GROUP	Parts for unit #91	09/06/2016	105141	15.12
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	Parts for unit #91	09/06/2016	105180	894.44
001-012-00-53016 - Materials to Maintain other Equipment	103 - BIG R	PARTS FOR DOWNTOWN MOWER	09/12/2016	105123	34.99
001-012-00-53016 - Materials to Maintain other Equipment	1291 - MARTIN EQUIPMENT OF ILLINOIS INC	PARTS FOR EXCAVATOR	08/31/2016	105171	3,435.24
001-012-00-53016 - Materials to Maintain other Equipment	2465 - DANVILLE RUBBER GROUP	Parts for JD Excavator	09/07/2016	105141	5.00
001-012-00-53016 - Materials to Maintain other Equipment	5014 - FIRST BANKCARD	FEE FOR 2 TIRE REPLACEMENTS - TRAILER M990709	08/30/2016	105152	259.21
001-012-00-53016 - Materials to Maintain other Equipment	663 - LINNE MACHINE CO., INC.	MATERIALS FOR TRAILER RAMPS	09/08/2016	105169	75.00
001-012-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	PARTS FOR TORO MOWER	09/12/2016	105120	93.02
001-012-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	Parts for Zero Turn Mower	09/06/2016	105120	338.25
001-012-00-53099 - Other Commodities	103 - BIG R	Shop Supplies	09/13/2016	105123	59.98
001-012-00-53099 - Other Commodities	103 - BIG R	SUPPLIES FOR CVM SHOP	09/12/2016	105123	35.98
001-014-00-52083 - Dues and Subscriptions	2983 - LEXISNEXIS RISK SOLUTIONS	MONTHLY SUBSCRIPTION FEE - AUG 2016	08/31/2016	105168	100.00
001-014-00-53001 - Publication	5014 - FIRST BANKCARD	TRAINING REG., CODE BOOKS, VOICE RECORDER, RENEWAL - DOMAIN NAME	08/25/2016	105152	34.84
001-014-00-53017 - Small Tools & Equipment	3888 - AIRGAS INC	SAFETY GLASSES - CODE ENFORCEMENT	08/30/2016	105113	8.62
001-014-00-53099 - Other Commodities	5014 - FIRST BANKCARD	TRAINING REG., CODE BOOKS, VOICE RECORDER, RENEWAL - DOMAIN NAME	08/25/2016	105152	307.30
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	FORMULA 409	09/19/2016	105140	51.37
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	ROLL TOWEL (2)	09/14/2016	105140	127.00
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	SPIC N SPAN (1 OF 2)	09/14/2016	105140	98.87
001-015-00-53002 - Central Purchasing	316 - DANVILLE PAPER & SUPPLY INC	SUPPLIES - CITY HALL	09/19/2016	105140	740.46
001-015-00-53002 - Central Purchasing	702 - RAY O'HERRON CO INC	CR123A BATTERIES	09/13/2016	105178	40.80
001-015-00-53002 - Central Purchasing	877 - INTERSTATE ALL BATTERY CTR	AA BATTERIES	09/16/2016	105159	65.70

CITY OF DANVILLE
ACCOUNTS PAYABLE - SEPTEMBER 27, 2016

001-017-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	IML ANNUAL CONFERENCE - B. NYSTROM	08/23/2016	105152	310.00
001-017-00-52101 - Service of Summons	1042 - BRUCE STARK	SERVICE OF SUMMONSES	09/19/2016	105127	120.00
001-018-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	EASTERN ILLINOIS UNIVERSITY 2016 MCI INSTITUTE/ACADEMY	08/23/2016	105152	450.00
001-019-00-52066 - Drug/Alcohol Testing SE	3947 - CARLE	DRUG & ALCOHOL TESTING - C. VALENZO	09/14/2016	105128	35.00
001-020-00-52009 - Computer Service and Supplies	286 - HARRIS COMPUTER SYSTEMS	THIRD PARTY MAINTENANCE - 7/1/16-9/30/16	08/26/2016	105155	2,032.95
001-020-00-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	COMPUTER SUPPLIES, CISCO PHONES	08/30/2016	105152	151.95
001-020-00-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	TRAINING REG., CODE BOOKS, VOICE RECORDER, RENEWAL - DOMAIN NAME	08/25/2016	105152	40.34
001-020-00-52041 - Telephone	5014 - FIRST BANKCARD	COMPUTER SUPPLIES, CISCO PHONES	08/30/2016	105152	225.68
001-020-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	ILGISA 2016 ANNUAL CONFERENCE REGISTRATION FEE	08/19/2016	105152	520.00
001-021-00-53099 - Other Commodities	5014 - FIRST BANKCARD	TOOLS, BATTERIES, LICENSE PLATE	08/30/2016	105152	10.85
001-021-00-54031 - Taxes & Licenses	5014 - FIRST BANKCARD	TOOLS, BATTERIES, LICENSE PLATE	08/30/2016	105152	103.37
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	Cylinder Refill	09/12/2016	105147	14.53
001-022-00-52016 - Maintenance of Other Equipment	340 - DEPKE WELDING SUPPLIES INC	CYLINDER REFILLS	09/14/2016	105147	14.53
001-022-00-52087 - Training	687 - LOWE'S BUSINESS ACCOUNT	FOLDING STEEL SAWHORSES	09/14/2016	105170	51.28
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	POTTS - SHORTS	09/15/2016	105178	69.99
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	TURNER - T-SHIRTS	09/15/2016	105178	68.00
001-031-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS STREETS	09/05/2016	105117	72.79
001-031-00-52018 - Maintenance of Traffic	42 - AT&T	TRAFFIC SIGNAL FL1	09/07/2016	105119	66.07
001-031-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	Medical Supplies for PW	09/02/2016	105134	137.07
001-031-00-52099 - Other Contractual Services	450 - SHERWIN INDUSTRIES, INC	CRACK SEALER RENTAL	09/14/2016	105181	1,999.00
001-031-00-52099 - Other Contractual Services	650 - LAMAR COMPANIES	BILLBOARD ADVERTISING (3)	09/05/2016	105166	945.00
001-031-00-53014 - Materials to Maintain Storm Water	2210 - DANVILLE SEPTIC TANK CO	MATERIALS FOR LOGAN & VOORHEES DRAINAGE	09/12/2016	105143	25.00
001-031-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	MATERIAL FOR NORTH & WALNUT STORM REPAIR	09/07/2016	105144	73.48
001-031-00-53014 - Materials to Maintain Storm Water	289 - DANVILLE TILE & DRAINAGE, INC.	MATERIALS FOR MADISON & PINE	09/06/2016	105144	49.61
001-031-00-53014 - Materials to Maintain Storm Water	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR NORTH & WALNUT STORM REPAIRS	09/07/2016	105163	10.98
001-031-00-53015 - Materials to Maintain Vehicles	103 - BIG R	SUPPLIES FOR ELECTRICIAN TRUCK	08/29/2016	105123	49.99
001-031-00-53017 - Small Tools & Equipment	103 - BIG R	TOOL STOCK	09/09/2016	105123	36.95
001-031-00-53017 - Small Tools & Equipment	178 - Big R - Tilton	CABLE TIES	09/13/2016	105124	31.96
001-031-00-53017 - Small Tools & Equipment	892 - KIRCHNER BUILDING CENTERS	CRACK SEAL TOOLS	09/07/2016	105163	27.99
001-031-00-53018 - Traffic Control Supplies	103 - BIG R	Supplies for Sign Shop	09/09/2016	105123	9.99
001-031-00-53018 - Traffic Control Supplies	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR SIGN BASE	09/07/2016	105163	68.95
001-031-00-53056 - Mat to Maintain Sirens	393 - EXPRESS PACKAGING SERVICE	FEDEX GROUND - SIREN	09/06/2016	105149	37.35
001-031-00-53099 - Other Commodities	109 - BLACK & COMPANY	Stock	09/08/2016	105125	104.16
001-031-00-53099 - Other Commodities	5014 - FIRST BANKCARD	REFLECTIVE JACKET, STORMWATER TRAINING KIT	08/30/2016	105152	152.94

CITY OF DANVILLE
ACCOUNTS PAYABLE - SEPTEMBER 27, 2016

001-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS PARKS	09/12/2016	105117	38.34
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	PLUMBING ALTERATIONS FOR NEW WASHER STATION #4	09/06/2016	105176	653.00
001-051-00-52013 - Maintenance of other IM	101 - BERRY'S GARDEN CENTER INC	SPRINKLER PARTS	08/03/2016	105122	106.95
001-051-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	IPSI REGISTRATION FEE, T-SHIRTS FOR 2016 SOFTBALL WINNER	08/30/2016	105152	715.00
001-051-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	Medical Supplies for PW	09/02/2016	105134	137.07
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	1155 E VOORHEES IRRIGATION	09/09/2016	105116	179.65
001-051-00-52099 - Other Contractual Services	248 - AQUA IL	500 E WINTER IRRIGATION	09/09/2016	105116	22.59
001-051-00-52099 - Other Contractual Services	316 - DANVILLE PAPER & SUPPLY INC	PARKS CUSTODIAL SUPPLIES	09/07/2016	105140	7.55
001-051-00-52099 - Other Contractual Services	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS DPW MATS	09/12/2016	105117	7.00
001-051-00-53011 - Materials to Maintain Buildings	103 - BIG R	MATERIAL FOR PW BLDG	09/08/2016	105123	11.73
001-051-00-53011 - Materials to Maintain Buildings	103 - BIG R	MATERIALS FOR ELLSWORTH PARK RESTROOMS	09/15/2016	105123	23.92
001-051-00-53011 - Materials to Maintain Buildings	103 - BIG R	MATERIALS FOR PW BLDG	09/08/2016	105123	0.89
001-051-00-53011 - Materials to Maintain Buildings	2821 - HAGLER REFRIGERATION SERVICE	SERV ICE TO HPCH COOLER	09/13/2016	105154	214.10
001-051-00-53011 - Materials to Maintain Buildings	316 - DANVILLE PAPER & SUPPLY INC	Custodial supplies	09/08/2016	105140	131.16
001-051-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR PW BLDG	09/06/2016	105163	213.31
001-051-00-53013 - Materials to Maintain Other	5819 - VICKI SEXTON	TRASH BARRELS	09/12/2016	105191	200.00
001-051-00-53013 - Materials to Maintain Other	5819 - VICKI SEXTON	TRASH BARRELS FOR PARKS DEPT	09/06/2016	105191	300.00
001-051-00-53017 - Small Tools & Equipment	103 - BIG R	PARTS TO BUILD FURNITURE MOVER	09/06/2016	105123	57.86
001-051-00-53017 - Small Tools & Equipment	103 - BIG R	TOOLS FOR PARKING LOT STRIPING	09/08/2016	105123	24.90
001-051-00-53017 - Small Tools & Equipment	1492 - TRACTOR SUPPLY CREDIT PLAN	PUMP ASSEMBLY FOR PARKS SPRAYER	07/21/2016	105189	149.45
001-051-00-53017 - Small Tools & Equipment	2700 - MENARDS - DANVILLE	TOOLS & MATERIALS FOR PW	09/08/2016	105174	24.94
001-051-00-53019 - Electrical Supplies	340 - DEPKE WELDING SUPPLIES INC	TOOLS FOR TRAILER	09/07/2016	105147	209.10
001-051-00-53019 - Electrical Supplies	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	Electrical Supplies	09/15/2016	105184	22.14
001-051-00-53019 - Electrical Supplies	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	LIGHTS HP MAINT BLDG	09/08/2016	105184	19.82
001-051-00-53019 - Electrical Supplies	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	MATERIALS FOR PW BLDG	09/08/2016	105184	116.87
001-051-00-53019 - Electrical Supplies	888 - KIRBY RISK CORPORATION	MATERIALS FOR PW BLDG	08/31/2016	105162	26.64
001-051-00-53022 - Horticultural Supplies	301 - DANVILLE GARDENS	FLOWERS FOR ELLSWORTH PARK	09/12/2016	105139	85.00
001-051-00-53055 - Recreation Supplies	2991 - ILLINOIS CORRECTIONAL INDUSTRIES	T-SHIRTS FOR SOFTBALL LEAGUE	09/14/2016	105158	22.50
001-051-00-53055 - Recreation Supplies	5014 - FIRST BANKCARD	IPSI REGISTRATION FEE, T-SHIRTS FOR 2016 SOFTBALL WINNER	08/30/2016	105152	141.39
001-051-00-53055 - Recreation Supplies	5014 - FIRST BANKCARD	TRAINING REG., CODE BOOKS, VOICE RECORDER, RENEWAL - DOMAIN NAME	08/25/2016	105152	114.60
001-051-00-53099 - Other Commodities	103 - BIG R	Gloves	09/14/2016	105123	9.99
001-051-00-53099 - Other Commodities	316 - DANVILLE PAPER & SUPPLY INC	PARKS CUSTODIAL SUPPLIES	09/13/2016	105140	25.34
001-051-00-53099 - Other Commodities	5014 - FIRST BANKCARD	CREDIT FOR RETURNED MERCHANDISE	08/11/2016	105152	(994.07)
001-051-00-53099 - Other Commodities	5014 - FIRST BANKCARD	REFLECTIVE JACKET, STORMWATER TRAINING KIT	08/30/2016	105152	152.94

CITY OF DANVILLE
ACCOUNTS PAYABLE - SEPTEMBER 27, 2016

001-051-00-53099 - Other Commodities	892 - KIRCHNER BUILDING CENTERS	LAYOUT STAKES MISC LOCATIONS	09/15/2016	105163	17.66
001-060-00-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	TRAINING REG., CODE BOOKS, VOICE RECORDER, RENEWAL - DOMAIN NAME	08/25/2016	105152	269.00
001-060-00-52051 - Travel, Training and Ex	5506 - STEPHEN CHRISMAN	REIMB EXPENSES FOR BUILDING SEMINAR	09/19/2016	105185	157.73
001-060-00-52051 - Travel, Training and Ex	5639 - COREY IRELAND EMPLOYEE	IPEA MEMBERSHIP DUES AND TRAINING REGISTRATION FEE	08/31/2016	105135	70.00
001-060-00-52083 - Dues and Subscriptions	5639 - COREY IRELAND EMPLOYEE	IPEA MEMBERSHIP DUES AND TRAINING REGISTRATION FEE	08/31/2016	105135	35.00
001-060-00-52099 - Other Contractual Services	393 - EXPRESS PACKAGING SERVICE	POSTAGE - EUS	09/02/2016	105149	16.27
001-060-00-53001 - Publication	5014 - FIRST BANKCARD	TRAINING REG., CODE BOOKS, VOICE RECORDER, RENEWAL - DOMAIN NAME	08/25/2016	105152	34.84
103-103-08-6330B - Voorhees Bridge - Stony to Collett	3624 - HUTCHISON ENGINEERING INC	Engineering services for Voorhees Street Bridge Improvement	09/08/2016	105157	18,508.43
103-103-10-6341E - Griffin St Bridge	4264 - KNIGHT AND ASSOCIATES SURVEYING	Construction for the South Griffin Street Bridge	08/31/2016	105164	2,024.00
106-106-15-54090 - CDBG Community Projects	1045 - MEL PRICE CO INC	HAULING FEES FOR 210 KENTUCKY	09/09/2016	105172	3,533.76
106-106-16-52002 - Printing and Binding	184 - CDW GOVERNMENT INC	PRINTER AND TONER FOR CDBG	08/31/2016	105131	309.23
106-106-16-52002 - Printing and Binding	184 - CDW GOVERNMENT INC	TONER FOR COMMUNITY DEVELOPMENT/CDBG	09/09/2016	105132	656.71
106-106-16-53006 - Computer Supplies	184 - CDW GOVERNMENT INC	PRINTER AND TONER FOR CDBG	08/31/2016	105131	861.74
107-107-00-52022 - Engineering Services	4264 - KNIGHT AND ASSOCIATES SURVEYING	Professional services for Bowman Ave	08/31/2016	105165	4,463.86
107-107-00-55064 - Economic Development Pr	1918 - VERM. CO. COMMUNITY DEVELOPMENT CORP. C/O 1ST NAT	NOTE PAYMENT FOR NORTH RETAIL DEV DETENTION POND - RES 2014-67	09/22/2016	105190	17,008.20
113-113-17-52001 - Advertising	3849 - ROYAL PUBLISHING	AD FOR WESTVILLE SPORTS PROGRAM	09/08/2016	105179	100.00
113-113-17-52002 - Printing and Binding	400 - FAULSTICH PRINTING COMPANY	MAPS AND TIMETABLES (1,100)	09/14/2016	105151	657.80
113-113-17-52015 - Maintenance of Vehicles	716 - KAM HYDRAULICS, INC	REPAIR TO ROBINAIR AC REPAIR UNIT	09/09/2016	105161	1,169.10
113-113-17-52031 - Electricity	777 - AMEREN	101 N JACKSON	08/24/2016	105115	722.56
113-113-17-52031 - Electricity	777 - AMEREN	CORNER HAZEL AND NORTH - DMT TRANSFER ZONE	08/24/2016	105115	65.68
113-113-17-52040 - Purchased Transportation	165 - CRIS SENIOR SERVICES	Purchased Transportation	09/14/2016	105136	10,169.89
113-113-17-52051 - Travel, Training and Ex	5014 - FIRST BANKCARD	TRAVEL EXPENSES, FUEL, MONTHLY ADOBE FEE	08/24/2016	105152	363.52
113-113-17-52079 - Lease and Rental - DMT	486 - THE GOODYEAR TIRE & RUBBER CO	TIRES	08/24/2016	105188	2,077.03
113-113-17-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	FIRE BLOCK FOAM	09/02/2016	105184	10.55
113-113-17-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	Bus Parts	09/13/2016	105138	44.49
113-113-17-53015 - Materials to Maintain Vehicles	399 - FASTENAL COMPANY	Bus Parts	09/14/2016	105150	59.91
113-113-17-53015 - Materials to Maintain Vehicles	4476 - ALS LABORATORY GROUP	Oil Analysis	09/07/2016	105114	549.03
113-113-17-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	09/13/2016	105153	606.84
113-113-17-53016 - Materials to Maint other Equipment	277 - DI FIRE & SAFETY EQUIPMENT	MAINTENANCE FIRE EXTINGUISHER	09/13/2016	105148	476.55
113-113-17-53017 - Small Tools & Equipment	287 - DANVILLE AUTO PARTS	TOOLS/SHOP EQUIPMENT	09/06/2016	105138	54.00
113-113-17-53041 - Cleaning Supplies	316 - DANVILLE PAPER & SUPPLY INC	DISINFECTANT CLEANER	09/08/2016	105140	41.68
113-113-17-53041 - Cleaning Supplies	316 - DANVILLE PAPER & SUPPLY INC	DISINFECTANT CLEANER	09/15/2016	105140	125.04
113-113-17-53041 - Cleaning Supplies	316 - DANVILLE PAPER & SUPPLY INC	TRASH CAN LINERS	09/09/2016	105140	20.56

CITY OF DANVILLE
ACCOUNTS PAYABLE - SEPTEMBER 27, 2016

116-116-17-55017 - Computers	5014 - FIRST BANKCARD					TRAINING REG., CODE BOOKS, VOICE RECORDER, RENEWAL - DOMAIN NAME						72.25
117-117-00-54047 - TIF-Project-Reimbursement	3816 - WORTMAN-MEYER PROPERTIES					TIF ELIGIBLE COSTS - 510 N GILBERT - PER ORDINACNE 8535						16,607.54
301-301-00-52022 - Engineering Services	5469 - CB& ENVIRONMENTAL & INFRASTRUCTURE, INC					ENGINEERING SERVICES - H&L LANDFILL						1,390.51
302-302-00-55017 - Computers	5014 - FIRST BANKCARD					COMPUTER SUPPLIES, CISCO PHONES						988.78
401-401-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLIN					LEAK IN TANK FILLER LINE HARRISON PARK						166.00
401-401-00-52099 - Other Contractual Services	122 - BODINE ELECTRIC OF DECATUR					SERVICE CALL FOR MEG TEST ON 2 PUMP MOTORS						206.25
401-401-00-53013 - Materials to Maintain Other	2821 - HAGLER REFRIGERATION SERVICE					SERVICE TO ICE MAKER						245.00
401-401-00-53016 - Materials to Maint other Equipment	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.					MATERIALS FOR PUMP HOUSE						556.08
401-401-00-53052 - Pro Shop Supplies	76 - B & D SALES AND SERVICE					PARTS FOR STIHL BLOWER						21.72
401-401-00-53052 - Pro Shop Supplies	5014 - FIRST BANKCARD					Supplies for HPGC						61.07
401-401-00-53099 - Other Commodities	5237 - MEMORIES BY DESIGN					HOLE IN ONE TROPHIES						46.95
401-401-00-54061 - Commission	5014 - FIRST BANKCARD					Supplies for HPGC						874.50
402-402-00-52008 - Uniform Rental	4715 - TAKE A SHOT LLC					COMMISSION 9/13/16-9/19/16						217.96
402-402-00-52015 - Maintenance of Vehicles	53 - ARAMARK UNIFORM SERVICES INC					UNIFORMS SEWER						41.00
402-402-00-52035 - Sanitary Sewer Tax	5794 - DEDICATED DIESEL SERVICE & REPAIR					Safety Inspection Unit #2						26.50
402-402-00-52041 - Telephone	310 - DANVILLE SANITARY DISTRICT					Industrial User Charges						946.69
402-402-00-52099 - Other Contractual Services	5014 - FIRST BANKCARD					COMPUTER SUPPLIES, CISCO PHONES						354.55
402-402-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370					Medical Supplies for PW						137.07
402-402-00-53010 - Materials to Maintain Sewers	4093 - SUNBELT RENTALS					INSURANCE FOR RENTAL PROTECTION PLAN						743.34
402-402-00-53010 - Materials to Maintain Sewers	2210 - DANVILLE SEPTIC TANK CO					MANHOLE STOCK						485.00
402-402-00-53011 - Materials to Maintain Buildings	289 - DANVILLE TILE & DRAINAGE, INC.					Stock						120.70
402-402-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.					MATERIALS FOR PW BLDG						58.44
402-402-00-53011 - Materials to Maintain Buildings	103 - BIG R					MATERIAL FOR PW BLDG						5.87
402-402-00-53011 - Materials to Maintain Buildings	103 - BIG R					MATERIALS FOR PW BLDG						0.45
402-402-00-53011 - Materials to Maintain Buildings	2700 - MENARDS - DANVILLE					TOOLS & MATERIALS FOR PW						12.47
402-402-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION					MATERIALS FOR PW BLDG						13.33
402-402-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS					MATERIALS FOR PW BLDG						106.65
402-402-00-53053 - Mat to Maintain Lift Station	1386 - SHERWIN WILLIAMS					PAINT TO MARK ELECTRIC						9.49
402-402-00-53053 - Mat to Maintain Lift Station	289 - DANVILLE TILE & DRAINAGE, INC.					MATERIALS FOR H&L PUMP STATION						59.45
402-402-00-53099 - Other Commodities	5014 - FIRST BANKCARD					REFLECTIVE JACKET, STORMWATER TRAINING KIT						230.63
405-405-00-46058 - Sale of Toters	726 - JANE JENKINS					REIMB TOTER PURCHASE						65.00
405-405-00-46229 - Major Clean up	4994 - HOMEBUYERS PERSPECTIVE					REIMB MAJOR CLEANUP COLLECTION FEE FOR 617 SHERMAN						75.00
405-405-00-46229 - Major Clean up	5623 - OXNER PROPERTIES					REIMBURSEMENT MAJOR CLEANUP COLLECTION FEE FOR 105 DELAWARE						75.00

CITY OF DANVILLE
ACCOUNTS PAYABLE - SEPTEMBER 27, 2016

405-405-00-46229 - Major Clean up	723 - LAMELL REFFETT	REIMB MAJOR CLEAN UP COLLECTION FEE FOR 1013 CAMARO - 9/15/16	09/15/2016	105167	75.00
405-405-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SOLID WASTE	09/12/2016	105117	75.68
405-405-00-52099 - Other Contractual Services	2195 - CINTAS CORPORATION #370	Medical Supplies for PW	09/02/2016	105134	244.40
405-405-00-52099 - Other Contractual Services	5794 - DEDICATED DIESEL SERVICE & REPAIR	SAFETY INSPECTION UNIT #6	09/07/2016	105146	40.00
405-405-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	MATERIALS FOR PW BLDG	09/08/2016	105184	58.44
405-405-00-53011 - Materials to Maintain Buildings	103 - BIG R	MATERIAL FOR PW BLDG	09/08/2016	105123	5.87
405-405-00-53011 - Materials to Maintain Buildings	103 - BIG R	MATERIALS FOR PW BLDG	09/08/2016	105123	0.45
405-405-00-53011 - Materials to Maintain Buildings	2700 - MENARDS - DANVILLE	TOOLS & MATERIALS FOR PW	09/08/2016	105174	12.47
405-405-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	MATERIALS FOR PW BLDG	08/31/2016	105162	13.33
405-405-00-53011 - Materials to Maintain Buildings	892 - KIRCHNER BUILDING CENTERS	MATERIALS FOR PW BLDG	09/06/2016	105163	106.65
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	Tires for Unit #92	09/09/2016	105192	1,103.92
405-405-00-53015 - Materials to Maintain Vehicles	192 - CENTRAL INDIANA TRUCK EQUIPMENT	Parts for unit #92	09/08/2016	105133	606.47
405-405-00-53017 - Small Tools & Equipment	4953 - MIDWEST CONSTRUCTION RENTALS INC	AIR COMPRESSOR FOR DEMO TRUCK	09/13/2016	105175	900.00
405-405-00-53099 - Other Commodities	5014 - FIRST BANKCARD	REFLECTIVE JACKET, STORMWATER TRAINING KIT	08/30/2016	105152	152.94
405-405-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	POSTCARDS FOR ELECTRONICS EVENT	08/12/2016	105118	229.33
501-501-00-54021 - Administrative Expenses	4706 - BENEFIT PLANNING CONSULTANTS	MONTHLY FLEX & COBRA	09/12/2016	105121	332.40
604-604-00-54099 - Other Expenditures	870 - DAVID S PALMER ARENA	FUNDS FOR UPCOMING PAYABLES	09/21/2016	105145	30,000.00
604-604-00-54104 - Payment to Conventions	292 - DANVILLE AREA CONVENTION AND VISITOR'S BUREAU	HOTEL/MOTEL TAX RECEIPTED IN 8/16 FOR 9/16, LESS CC FEES	09/22/2016	105137	9,518.37
Grand Total					155,729.70

MINUTES of a _____ public meeting of the City Council of the City of Danville, Vermilion County, Illinois, held at the Robert E. Jones Municipal Building, 17 West Main Street, Danville, Illinois, in said City at _____ o'clock P.M., on the ____ day of _____, 2016.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Scott Eisenhower, the Mayor, and the following Aldermen were physically present at said location: _____

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that the City Council would consider a ordinance adopting a disclosure compliance policy of the City.

Whereupon, Alderman _____ presented and the City Clerk read by title a ordinance as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE adopting a disclosure compliance policy of City of Danville, Vermilion County, Illinois.

* * *

WHEREAS, the City Council (the "*City Council*") of City of Danville, Vermilion County, Illinois (the "*City*"), has determined that it is necessary and in the best interest of the City to ensure compliance with its responsibilities under federal securities laws, including its continuing disclosure undertakings (the "*Undertakings*") under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "*Rule*"), and the statements of the Securities and Exchange Commission (the "*SEC*") in enforcement actions; and

WHEREAS, it is necessary and in the best interest of the City that the City adopt appropriate policies and procedures (the "*Disclosure Policies and Procedures*") and training to enable the City to create accurate disclosures with respect to its (i) preliminary official statements, final official statements and any supplements or amendments thereto, disseminated by the City pursuant to the issuance by the City of any bonds, notes, certificates or other obligations, (ii) Financial Information, as required by and defined in the Undertakings to be filed with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("*EMMA*") system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the City Council of City of Danville, Vermilion County, Illinois, as follows:

Section 1. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. The City Council and the City hereby adopt the Disclosure Policies and Procedures attached as *Exhibit A* hereto and made a part hereof and, in doing so, amend any similar disclosure policies and procedures heretofore adopted.

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted _____, 2016.

Mayor

Attest:

City Clerk

EXHIBIT A

CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS (THE “CITY”) POLICIES AND PROCEDURES FOR PREPARING AND UPDATING DISCLOSURES

Pursuant to the City’s responsibilities under the securities laws, including its continuing disclosure undertakings (the “*Undertakings*”) under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, and the Securities and Exchange Commission’s statements in enforcement actions, it is necessary and in the best interest of the City that the City’s (i) preliminary and final official statements or offering circulars and any supplements or amendments thereto (collectively, the “*Official Statements*”), disseminated by the City in connection with any bonds, notes, certificates or other obligations, (ii) Annual Financial Information, as required by and defined in the Undertakings (the “*Annual Financial Information*”) to be filed with the Municipal Securities Rulemaking Board’s (“*MSRB*”) Electronic Municipal Market Access (“*EMMA*”) system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA (each, an “*EMMA Notice*”) comply in all material respects with the federal securities laws. Further, it is necessary and in the best interest of the City that the City adopt policies and procedures to enable the City to create accurate disclosures with respect to its (i) Official Statements, (ii) Annual Financial Information, and (iii) EMMA Notices. Official Statements, Annual Financial Information and EMMA Notices are collectively referred to herein as the “*Disclosures.*”

In response to these interests, the City hereby adopts the following policies and procedures (the “*Disclosure Policy*”):

(a) *Disclosure Officer.* The _____ (the “*Disclosure Officer*”) is hereby designated as the officer responsible for the procedures related to Disclosures as hereinafter set forth (collectively, the “*Disclosure Procedures*”).

(b) *Disclosure Procedures: Official Statements.* Whenever an Official Statement will be disseminated in connection with the issuance of obligations by the City,

the Disclosure Officer will oversee the process of preparing the Official Statement pursuant to the following procedures:

1. The City shall select (a) the working group for the transaction, which group may include outside professionals such as disclosure counsel, a municipal advisor and an underwriter (the "*Working Group*") and (b) the member of the Working Group responsible for preparing the first draft of the Official Statement.

2. The Disclosure Officer shall review and make comments on the first draft of the Official Statement. Such review shall be done in order to determine that the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading. Particular attention shall be paid to the accuracy of all descriptions, significant information and financial data regarding the City. Examples include confirming that information relating to the City, including but not limited to demographic changes, the addition or loss of major employers, the addition or loss of major taxpayers or any other material information within the knowledge of the Disclosure Officer, is included and properly disclosed. The Disclosure Officer shall also be responsible for ensuring that the financial data presented with regard to the City is accurate and corresponds with the financial information in the City's possession, including but not limited to information regarding bonded indebtedness, notes, certificates, outstanding leases, tax rates or any other financial information of the City presented in the Official Statement.

3. After completion of the review set forth in 2. above, the Disclosure Officer shall (a) discuss the first draft of the Official Statement with the members of the Working Group and such staff and officials of the City as the Disclosure Officer deems necessary and appropriate and (b) provide comments, as appropriate, to the members of the Working Group. The Disclosure Officer shall also consider comments from members of the Working Group and whether any additional changes to the Official Statement are necessary or desirable to make the document compliant with the requirements set forth in 2. above.

4. The Disclosure Officer shall continue to review subsequent drafts of the Official Statement in the manner set forth in 2. and 3. above.

5. If, in the Disclosure Officer's reasonable judgment, the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading, the Official Statement may, in the reasonable discretion of the Disclosure Officer, be released for dissemination to the public; *provided, however*, that the use of the Official Statement must be ratified, approved and authorized by the Mayor and City Council of the City (the "*City Council*").

(c) *Disclosure Procedures: Annual Financial Information.* The Disclosure Officer will oversee the process of preparing the Annual Financial Information pursuant to these procedures:

1. By October 1 of each year (the same being at least 30 days prior to the last date on which the Annual Financial Information is required to be disseminated pursuant to the related Undertaking, the Disclosure Officer shall begin to prepare (or hire an agent to prepare) the Annual Financial Information. The Disclosure Officer shall also review the audited or unaudited financial statements, as applicable, to be filed as part of the Annual Financial Information (the "*Financial Statements*"). In addition to the required updating of the Annual Financial Information, the Disclosure Officer should consider whether additional information needs to be added to the Annual Financial Information in order to make the Annual Financial Information, including the Financial Statements, taken as a whole, correct and complete in all material respects. For example, if disclosure of events that occurred subsequent to the date of the Financial Statements would be necessary in order to clarify, enhance or correct information presented in the Financial Statements, in order to make the Annual Financial Information, taken as a whole, correct and complete in all material respects, disclosure of such subsequent events should be made.

2. If, in the Disclosure Officer's reasonable judgment, the Annual Financial Information, including the Financial Statements, is correct and complete in all material respects, the Disclosure Officer shall file the Annual Financial Information with EMMA (or confirm that such filing is completed by any agent hired by the City for such purpose) within the timeframe allowed for such filing.

(d) *Disclosure Procedures: EMMA Notices.* Whenever the City determines to file an EMMA Notice, or whenever the City decides to make a voluntary filing to EMMA, the Disclosure Officer will oversee the process of preparing the EMMA Notice pursuant to these procedures:

1. The Disclosure Officer shall prepare (or hire an agent to prepare) the EMMA Notice. The EMMA Notice shall be prepared in the form required by the MSRB.

2. In the case of a disclosure required by an Undertaking, the Disclosure Officer shall determine whether any changes to the EMMA Notice are necessary to make the document compliant with the Undertaking.

3. If, in the Disclosure Officer's reasonable judgment, the EMMA Notice is correct and complete and, in the case of a disclosure required by an Undertaking, complies with the Undertaking, the Disclosure Officer shall file the EMMA Notice with EMMA (or confirm that such filing is completed by any agent hired by the City for such purpose) within the timeframe allowed for such filing.

(e) *Additional Responsibilities of the Disclosure Officer.* The Disclosure Officer, in addition to the specific responsibilities outlined above, shall have general oversight of the entire disclosure process, which shall include:

1. Maintaining appropriate records of compliance with this Disclosure Policy (including proofs of EMMA filings) and decisions made with respect to issues that have been raised;
2. Evaluating the effectiveness of the procedures contained in this Disclosure Policy; and
3. Making recommendations to the City Council as to whether revisions or modifications to this Disclosure Policy are appropriate.

(f) *General Principles.*

1. All participants in the disclosure process should be encouraged to raise potential disclosure items at all times in the process.
2. The process of revising and updating the Disclosures should not be viewed as a mechanical insertion of current numbers. While it is not anticipated that there will be major changes in the form and content of the Disclosures at the time of each update, the Disclosure Officer should consider whether such changes are necessary or desirable in order to make sure the Disclosure does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading at the time of each update.
3. Whenever the City releases information, whether in written or spoken form, that may reasonably be expected to reach investors, it is said to be “speaking to the market.” When speaking to the market, City officials must be sure that the released information does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading.
4. While care should be taken not to shortcut or eliminate any steps outlined in this Disclosure Policy on an ad hoc basis, the review and maintenance of the Disclosures is a fluid process and recommendations for improvement of these Disclosure Procedures should be solicited and regularly considered.
5. The Disclosure Officer is authorized to request and pay for attendance at relevant conferences or presentations or annual training sessions conducted by outside counsel, consultants or experts in order to ensure a sufficient level of knowledge for the effective administration of this Disclosure Policy.

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____

_____ and the following Aldermen voted NAY: _____ .

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in full in the
records of the City Council of City of Danville, Vermilion County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF VERMILION)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City Council of City of Danville, Vermilion County, Illinois (the “*City Council*”), and as such official I am the keeper of the records and files of the City Council.

I do further certify that the foregoing constitute a full, true and complete transcript of the minutes of the meeting of the City Council held on the ___ day of _____, 2016, insofar as the same relates to the adoption of a Ordinance entitled:

ORDINANCE adopting a disclosure compliance policy of City of Danville, Vermilion County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Municipal Code of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2016.

City Clerk

CITY OF DANVILLE PERSONNEL REPORT



	6/28/16	7/27/16	8/23/16	9/27/16
Salaried	178	175	172	174
Hourly	65	65	65	66
Extra Board	2	3	4	4
Totals:	245	243	241	244

Employee eligible for benefits - 244 Part-Time/Seasonal/Temp/Interns- 49 (Recap Below)

	6/28/16	7/27/16	8/23/16	9/27/16
Public Affairs Finance	6	6	6	5
Public Affairs Mayor's Office	2	2	2	2
Public Affairs Treasurer's Office	1	1	1	1
Public Affairs Clerk's Office	2	2	2	2
Public Affairs Legal Office	4	4	4	4
Public Affairs Personnel Office	3	3	3	3
Public Affairs Information Technology	1	1	1	1
Environmental Code Enforcement	5	5	5	6
Public Development-DATS	1	1	0	0
Public Transportation	26	27	28	28
Community Develop. - BG	1	1	1	1

	6/28/16	7/27/16	8/23/16	9/27/16
DATS	1	1	0	0
Public Affairs	19	19	19	18
Environmental Code Enforcement	5	5	5	6
Public Safety	122	121	119	121
Public Transportation	26	27	28	28
Public Works	59	59	59	60
Urban Services	12	10	10	10
Community Dev. BG	1	1	1	1
Total:	245	243	241	244

	6/28/16	7/27/16	8/23/16	9/27/16
Public Safety Police	77	76	74	76
Public Safety Fire	45	45	45	45
Public Works Central Veh. Maint.	4	4	4	5
Public Works Streets	15	15	15	15
Public Works Parks-Public Prop.	9	9	9	9
Public Works Downtown Services	2	2	2	2
Public Works Golf Course	2	2	2	1
Public Works Sewer	12	12	12	12
Public Works Solid Waste	15	15	15	16
Urban Services (New)	12	10	10	10

CHANGES/NAME	POSITION	DEPT/DIV
NEW HIRES		
Campbell, Charrise	2nd Shift Records Clerk	Public Safety/ Police
Terhune, Tyson	Senior Planner	Engineering & Urban Serv/Urban Serv
Valenzano, Carl	Code Enforcement Inspector	Engineering & Urban Serv/Urban Serv
Buckley, Austin	Probationary Police Officer	Public Safety/Police
Holt, Michael	Probationary Police Officer	Public Safety/Police
Thornsborough, John	Probationary Police Officer	Public Safety/Police
SEPARATIONS		
Witsman, Dennis	Police Officer	Public Safety/ Police
Swisher, Alexandria	Police Officer	Public Safety/ Police
TRANSFER		
Ames, Mark	Transferred from Harrison Park to Central Vehicle Maintenance	Public Works/Central Veh. Maint.
Deneau, Terra	Transferred from Finance Secretary to Prog.Support Spec.	Public Works/Solid Waster
Hilleary, Ross	Transferred from Planning Technician to Planner I	Engineering & Urban Serv/Urban Serv

	6/28/16	7/27/16	8/23/16	9/27/16
PART-TIME BREAKDOWN				
Downtown Services	4	4	4	3
Finance	1	1	1	1
Harrison Park	11	11	11	1
Information Systems	1	1	1	1
Municipal Pool	2	2	2	3
Parks/Public Prop	17	17	17	4
Totals	49	49	49	49

Open Full-Time Positions:
 ~ Extra Board Drivers-On Going
 ~ Accountant/Auditor
 ~ Engineer
 ~ Laborer
 ~ Finance Secretary/Accts Clerk

Aug. 2016 BC/BS of IL & Health Alliance Health Ins. Premiums

Premium	Premium	Premium
225 - Employees \$305,704.00	83 Advantage Plan Retirees \$18,615.80	2 - COBRA Participant \$1,370.00
5 FF Duty Disability \$6,058.00	25 Retirees \$23,385.00	Monthly Total \$1,370.00
6 Police Duty Disability \$9,810.00	Monthly Total \$42,000.80	16 - Library Employees \$13,512.00
\$321,572.00		Monthly Total \$13,512.00

Aug. 2016 Total \$378,454.80
 Aug. 2015 Total \$381,646.60

Aug. 2016 Worker's Compensation Injuries

Dept.	DOI	Claim Description
Code Enfocemt	08/16/2016	Scratched cornea when stick came up under safety glasses and struck eye - Treatment - No Time Lost
Community Svcs	08/02/2016	Poison ivy rash after weed eating in area w/ poison ivy plants - Treatment - No Days Lost
Mass Transit	08/01/2016	Neck strain lifting wheel chair stuck on ramp up about an inch - Treatment - 50 Days Lost
Parks	08/01/2016	Large splinter of wood embedden in palm of employee hand after flipping board - Treatment - No Days Lost
Police	08/30/2016	Right thumb pain after thumb was twisted while restraining suspect from fleeing - No Treatment - No Days Lost
Streets	08/24/2016	Lower back pain after picking up boxes of asphalt that spilled on road - No Treatment - No Days Lost
CVM	08/10/2016	2nd degree burns to face, chest, arms and hands from liquid tar while working on equipment - Treatment - 18 Days Lost

47 Year to Date - Reported Work Comp. Injuries - 0 Denied As Not Work Related - \$80,625.00 Medical Paid

0 - Harrison Park	2 - Mass Transit	16 - Police	0 - Sewers	6 - Streets	0 - Finance
11 - Fire Dept.	4 - Parks	2 - Code Enfcmnt.	3 - Solid Waste	2 - CVM	1 - Community Svcs

2015 - 2 W/C Cases Reported in Aug. 2015 - 60 Reported in 2015 - 3 Denied & \$146,350.00 Medical Paid

Aug. 2016 Liability Claims Submitted To Insurance

Dept.	Date	Claimant	Cost	Liabe Party	Description
Mass Transit	08/11/2016	City	\$18,402	City	Bus fire damaged portable equipment inside bus - fare box, camera system & radio system
Parks	08/24/2016	City	\$0	Other Party	Intoxicated bicyclist ran stop sign and struck City truck
Police	08/18/2016	City	\$9,300	Other Party	Squad 103 hit head on by stolen van during pursuit after running over stop sticks
Solid Waste	08/18/2016	Roberts	\$185	Denied	2 punctured tires from stop sticks when vehicle was driven through crime scene
Streets	08/01/2016	Wilsey	\$0	Denied	Bicyclist traveling the wrong way on sidewalk w/ no brakes rode in front of truck turning right
	08/11/2016	Supergan	\$0	Denied	Back truck window supposedly broken the same day crews grated alley
	08/23/2016	City	\$975	City	Trailer hit open truck door while backing out of garage
	08/26/2016	City	\$213	Other Party	Vehicle struck another vehicle causing it to knock down stop sign @ Voorhees & Michigan

Year to Date - 53 Claims Submitted to City - 18 To Be Paid by Other People or Ins. Companies - 7 Denied Claims

\$910 Denied by our insurance carrier	0 - CDBG	8 - Parks Dept.	3 - Sewer Dept	0 - CVM
\$43,255 Claims paid by our insurance company	0 - Fire Dept.	11 - Police Dept.	5 - Solid Waste Dept.	1 - Code Enforc
\$11,364 To Be Paid by Other Party	4 - Mass Transit	1 - Community Svcs.	17 - Streets Dept.	0 - IT

2015 - 7 Liability Cases Reported in Aug. 2015 - 92 For the Year

9-B-2



Scott Eisenhauer, Mayor

Public Services Committee Meeting
September 27, 2016

Human Relations Department *SRA*

Sandra R. Finch, Administrator
Status Report

(Complaints filed August 16, 2016 September 19, 2016)

POLICE COMPLAINTS

1.) 0

EMPLOYMENT COMPLAINTS

- 1.) M/B – Race & Retaliation: Filed by Department – Under Investigation
- 2.) M/W – Age & Sex: Filed by Department – Under Investigation
- 3.) F/W – Physical Handicap & Other (Employment Issues): Pending

COMPLAINTS AGAINST CITY EMPLOYEES

1.) 0

HOUSING COMPLAINTS

- 1.) M/W – Landlord/Tenant: **Info**
- 2.) F/B – Landlord/Tenant: **Info**
- 3.) M/W – Assistance: **Resolved**
- 4.) M/W & F/W – Assistance: **Referred to Appropriate Agency**
- 5.) M/W – Assistance: **Resolved**
- 6.) F/B – Landlord/Tenant: **Resolved**

PUBLIC ACCOMMODATION COMPLAINTS

1.) 0

STATUS OF CASES

NCF = NO COMPLAINT FILED

OF=OFFICIALLY FILED

POLICE COMPLAINTS

- 1.) F/B – Unprofessional Conduct: Under Investigation

- 2.) M/B – Unprofessional Conduct: Under Investigation
- 3.) M/W – Use of Inappropriate Language & Harassment: Under Investigation
- 4.) M/W – Use of Excessive Force: Under Investigation
- 5.) M/B – Harassment: Information on Process
- 6.) F/W – Arrest Procedures, Use of Inappropriate Language, Harassment & Unprofessional Conduct: Under Preliminary Investigation
- 7.) F/B – Arrest Procedures, Unprofessional Conduct & Harassment: Under Preliminary Investigation
- 8.) M/B – Harassment: Under Preliminary Investigation
- 9.) M/B – Arrest Procedures, Use of Inappropriate Language, Harassment, & Unprofessional Conduct: Under Preliminary Investigation
- 10.) F/W – Unprofessional Conduct: Under Preliminary Investigation
- 11.) F/W – Use of Excessive Force: Under Preliminary Investigation
- 12.) F/B – Unprofessional Conduct: Under Investigation
- 13.) M/W – Harassment & Unprofessional Conduct: Under Preliminary Investigation
- 14.) F/B – Use of Excessive Force & Unprofessional Conduct: Under Investigation
- 15.) F/B – Unprofessional Conduct: Under Investigation
- 16.) M/W – Unprofessional Conduct & Harassment: Under Investigation

EMPLOYMENT COMPLAINTS

- 1.) F/B – Race: Filed by Department – Under Investigation
- 2.) M/W – Mental Handicap: Filed by Department – Under Investigation
- 3.) F/B – Race: Filed by Department – **Conciliation – Resolved – Dismissed**
- 4.) F/H – Mental Handicap & National Origin: Filed by Department – Under Investigation
- 5.) F/H – National Origin: Filed by Department – Under Investigation
- 6.) F/B – Race: Filed by Department – Under Investigation
- 7.) F/H – Mental Handicap, Physical Handicap, National Origin & Retaliation: Filed by Department
- 8.) M/B – Race: Filed by Department – Under Investigation
- 9.) F/H – National Origin & Retaliation: Filed by Department – Under Investigation
- 10.) M/B – Race: Filed by Department – Under Investigation
- 11.) M/B – Race: Filed by Department – Under Investigation
- 12.) M/B – Race: Filed by Department – Under Investigation
- 13.) F/B – Race: Filed by Department – Under Investigation

COMPLAINTS AGAINST CITY EMPLOYEES

- 1.) M/B – Race & Other (Employment Issues): Under Investigation
- 2.) M/W – Unprofessional Behavior: Under Investigation

HOUSING COMPLAINTS

- 1.) F/B – Race: Filed by Department – Under Investigation

PUBLIC ACCOMMODATION COMPLAINTS

- 1.) F/B – Physical Handicap: Filed by Department – Under Investigation

FINDINGS

POLICE

1.) 0

EMPLOYMENT

- 1.) F/B – Race: Filed by the Department – Under Investigation – Finding/Issue One: **No Reasonable Cause**; Issue Two: **No Reasonable Cause**
- 2.) F/B – Race: Filed by the Department – Under Investigation – Finding/Issue One: **No Reasonable Cause**; Issue Two: **No Reasonable Cause**

COMPLAINTS AGAINST CITY EMPLOYEES

1.) 0

HOUSING

1.) 0

PUBLIC ACCOMMODATION

1.) 0

PROGRAMS/WORKSHOPS/TRAININGS

- 1.) Contract Compliance
- 2.) Hispanic/Latino Citizens Advisory Committee/Workshops
- 3.) Vermilion Area Partnership for Unmet Needs Committee
- 4.) Labor Standard Officer

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

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

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

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

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

Section 1. That the City of Danville enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2017 in order to obtain grant assistance under the provisions of the Act.

Section 2. That Scott Eisenhauer, Mayor of the City of Danville is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the City of Danville for such assistance for fiscal year 2017.

Section 3. That Scott Eisenhauer, Mayor of the City of Danville is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2017.

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

PASSED this __ day of _____ 2016, by ___ Ayes, ___ Nays, and ___ Absent.

APPROVED:

BY: _____
Mayor

ATTEST: _____
City Clerk

GRANT AGREEMENT



BETWEEN

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
City of Danville**

The Department of Transportation (Grantor), with its principal office at 2300 S. Dirksen Parkway, Springfield, Illinois 62764, and City of Danville (Grantee), with its principal office at 17 W. Main St. Danville, IL 61832 and hereby enter into this Grant Agreement (Agreement). 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 376002207 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

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

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$ 2,231,519, of which \$ 0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

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

1.4. Term. This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2017, 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 Transportation

City of Danville

By: _____

By: _____

Signature of [Head of Grantor]

Signature of Authorized Representative

Date: _____

Date: _____

Printed Name: Randall S. Blankenhorn

Printed Name: _____

Printed Title: Secretary

Printed Title: _____

E-mail: _____

Designee

By: _____

Signature of Designee

Date: _____

Printed Name: Beth McCluskey

Printed Title: Director, Office of Intermodal

Project Implementation

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized.

(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 organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

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

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

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

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

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated 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 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

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

“State” means the State of Illinois.

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

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the 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.

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.

4.4. Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if 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 become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(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). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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; *See also* 30 ILCS 705/10.

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** or **PART THREE**. 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 must contain the following certification by an official authorized to legally bind the Grantee:

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

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 as an attachment. 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 H. 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 will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. 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) This Paragraph 7.2 applies only to:
 - (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
 - (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(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. 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. Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. 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.

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

7.8. 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. 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 7.7).

(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 H** 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.

(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.

7.9. **Federal Requirements.** All Grants, 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 7.8.

7.10. **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).

7.11. **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, its officers, and directors 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 (45 CFR Part 76), or by the State (*See* 30 ILCS708/25(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 officer, director, partner or other 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 ILCS584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC6101.

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 Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, 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 (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. 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, 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.

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 H. 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.

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.

(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. Annual Financial Reports.

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

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

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

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

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

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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, 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.

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 set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

Error! Reference source not found.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. For Profit Entities. A For-Profit entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required by 2 CFR 200.507 must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Awards during its fiscal year, but receives between \$300,000 and \$499,999 in Federal and State Awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); a For-Profit entity that expends between \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The For-Profit entity shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

ARTICLE XVI TERMINATION; SUSPENSION

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) 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. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant

Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

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

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

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

16.5. 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.

**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 or the state equivalent registration status, Related Parties, senior management, 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. 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
REORGANIZATION AND BOARD MEMBERSHIP**

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 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 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. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Agreement Disclosure. Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s);and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

20.2. 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: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) 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).

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 with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). 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.

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 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. Purchase and 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 AND INDEMNIFICATION**

25.1. Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois 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. Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**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 H, 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 Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may

rely for the purpose of denial of such a right or remedy to Grantor.

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. 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.

26.14. 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.

26.15. 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.

26.16. Attorney Fees and Costs. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

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

EXHIBIT B

DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
- F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

EXHIBIT C

PAYMENT

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

Grantees shall have the flexibility to request:

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

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

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

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

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Glenn Groesch
Title: Section Chief
Address: 2300 S. Dirksen Pkwy, Room 341, Springfield, IL 62764
Phone: (217) 524-2156
TTY#: _____
Fax#: _____
E-mail Address: Glenn.Groesch@illinois.gov

GRANTEE AUTHORIZED REPRESENTATIVE

Name: Scott Eisenhauer
Title: Mayor
Address: 17 W. Main St. Danville, IL 61832
Phone: (217) 431-2400
TTY #: _____
Fax #: (217) 431-2237
E-mail Address: seisenhauer@cityofdanville.org
Additional Information: _____

**(Rural Recipients Only) GRANTEE PROGRAM
COMPLIANCE OVERSIGHT MONITOR**

Name: _____
Title: _____
Address: _____
Phone: _____
TTY #: _____
Fax #: _____
E-mail Address: _____
Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

The Grantees should:

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

EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:

- 1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C. As well as Public Transportation Accounts (PTA) account reports.
- 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.
 - A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.
 - B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
 - C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
 - D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
 - E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
 - F. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Grantee is a party with any other State agency, state:

- A. The name of the State agency;
- B. The number of the contract(s) or other agreement(s);
- C. The estimated amount of the contract(s) or other agreement(s);
- D. The term of the contract(s) or other agreement(s);
- E. The nature or purpose of the contract(s) or other agreement(s); and
- F. If applicable, a description of how contracts from other agencies are used in conjunction with Transit Operating contracts/funding.

EXHIBIT H
SPECIFIC CONDITIONS

Quality of Management Systems (2 CFR 200.302)

- Conditions:
 - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.
- Corrective Action:
 - Implementation of new or enhanced internal control and management systems, mitigating controls or a combination of any of the aforementioned.

Financial Reporting (2 CFR 200.327)

- Conditions:
 - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.
- Corrective Action:
 - Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place.

Cost Principles (2 CFR 200.400)

- Conditions:
 - Grantee shall request additional prior approvals for any costs that deviate from submitted budget before any expense is incurred, and submit monthly OP-10C reports in addition to other required quarterly reports.
- Corrective Action:
 - Implementation of additional controls for reviewing and approval of expenditures.

Grantee shall:

- A. Provide proof that substantial steps are being taken to mitigate risk factors have been taken within 90 days from the date of the executed grant agreement or written plan to mitigate said risk factors.
- B. Submitted written plans shall provide what steps were taken, issues faced in each step, which steps were accomplished, which were not and why, what actions are currently being taken, and an estimated date as to when risk factors will be mitigated.
- C. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

Failure to submit proof of mitigated risk factors, explanations, and/or estimated dates will be considered a material breach of this Agreement and shall result in the withholding of funds, the return of improper payments or Unallowable Costs, and may be the basis to recover Grant Funds. Grantee's failure to comply with the specific conditions outlined in this exhibit 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.

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:

INSPECTION AND AUDIT

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

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

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

ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

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

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential

contractors, or parties to subcontracts. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

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

GRANTEE'S WARRANTIES

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

- A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of **Part Two Attachment 1**.
- B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of **Part Two Attachment 2**.

DRUG FREE WORKPLACE

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

DISPUTE RESOLUTION

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

PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the City of Danville ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 *et seq.* ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. 4723, Grant No. OP-17-14-IL ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

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

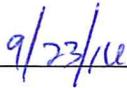
Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature:



David Wesner
Corporation Counsel for City of Danville

Date:



PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE (governing body) OF THE (name of grantee):

Section 1. That the (name of grantee) enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 20 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the (name and/or title of designee) of the (name of grantee) is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the (name of grantee) for such assistance for fiscal year 20 .

Section 3. That the (name and/or title of designee) of the (name of grantee) is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 20 .

Section 4. That while participating in said operating assistance program the (name of grantee) shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 20_____

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

PART TWO ATTACHMENT 3

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Accepted on behalf of _____
City of Danville

Signature of Authorized
Representative

Title

Date

PART THREE – THE PROJECT-SPECIFIC TERMS

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

DEFINITIONS

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor
- C. "OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

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

PROJECT BUDGET

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

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

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2017, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2017, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2017 does not exceed Grantee's actual operating deficit for that year.

The Grantor has approved and agrees to make a grant in the estimated amount of \$2,231,519, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2017 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

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

PAYMENT PROCEDURES

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

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

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

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

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

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

ELIGIBLE OPERATING EXPENSES

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

- A. employee wages and benefits;
- B. materials, fuels and supplies;
- C. rental of facilities;
- D. taxes other than income taxes;
- E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Department's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
- F. non-rolling stock-equipment purchases that are less than \$10,000;
- G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;
- H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS3610/4)
- J. established reserves for self-insurance programs;
- K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

INELIGIBLE OPERATING EXPENSES

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

- A. depreciation, whether funded or unfunded;
- B. amortization of any intangible assets;

- C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- D. profit or return on investments;
- E. excessive payments to associated entities;
- F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- H. travel and entertainment expenses incurred in attending non-public transportation-related activities;
- I. charter, school bus and sightseeing expenses as defined by the FTA;
- J. fines and penalties;
- K. charitable donations;
- L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- M. income taxes;
- N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- P. expenses for freight haulage provided by Grantee;
- Q. any expense that is reimbursed from insurance proceeds;
- R. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- S. any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

PROJECT CLOSEOUT

Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor.

At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

SCHOOL BUS OPERATIONS

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

ETHANOL GASOLINE

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

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of _____
City of Danville

Signature of Authorized
Representative

Title

Date

PART THREE ATTACHMENT 2

UNIFORM BUDGET

CONTRACT ADDENDUM

This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) or powers granted to local units of government in the Local Mass Transit District Act (70 ILCS 3610) and the Illinois Constitution. This would include the right to have any cause heard in a court of proven jurisdiction. This is a contract of adhesion in that Grantee is forced to sign to obtain funding and has not been able to negotiate the terms of the contract. Grantee was presented with the contract after the enabling statute mandated payment for the first quarter. Further delays in signing a contract would only serve to further disadvantage constituents in the service area of the Grantee.

City of Danville,
A Municipal Corporation,

By: _____
Mayor

Attest:

By: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PURCHASE OF PROPERTY FOR THE EAST MAIN STREET PROJECT

WHEREAS, by Resolution 2015-53 the City Council found it necessary and desirable for the City of Danville to acquire title to and possession of real property necessary and required for the East Main Street Improvement Project; and

WHEREAS, by Resolution 2015-53 the City Council determined that it is necessary and appropriate to an orderly, fiscally responsible and efficient process for securing title and possession of the necessary real property to waive the requirements of Section 30.07(A)(1) and (2) of the Code of Ordinances; and

WHEREAS, by Resolution 2015-53 the City Council granted the Mayor, or his designee, authority to negotiate and execute contracts for the purchase of the necessary real property provided closing on said contracts are conditioned upon an Ordinance passed by a vote of not less than two-thirds of the City Council members as provided in section 30.07(A)(4) of the City of Code of Ordinances; and

WHEREAS, the Mayor, or his designee, have negotiated a real estate contract for the purchase of property commonly known as 2209 East Main Street for the purposes of blight removal and future redevelopment; and

WHEREAS, the City Council now finds it appropriate and necessary and in the best interests of the City and its residents to authorize the Mayor to execute all documents necessary for this purchase; and

WHEREAS, in order to effectuate the purchase of the real property, the requirements of Section 30.07(A) of the Code of Ordinances are to be waived.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DANVILLE, ILLINOIS, as follows:

Section 1: That the City Council hereby adopts as findings and facts, each and every finding recited in the preamble to this ordinance.

Section 2: The attached contract and document in Exhibit "A" between the property owner, Seller, and City of Danville, Buyer, providing for the purchase of real property is hereby approved. The Mayor and City Clerk are authorized and directed to execute and deliver the same on behalf of the City, and any other documents as may be necessary to complete the transactions. The City Comptroller is hereby authorized and directed to release and pay those funds necessary to complete the transactions.

Section 4. That the requirements of Section 30.07(A) of the Code of Ordinances are hereby waived, and the purchase of the real property described on Exhibit "A" is hereby approved.

Section 5. That this Ordinance shall take effect on its publication in pamphlet form.

Section 6. That the City Clerk is directed to publish this Ordinance after its' passage.

Section 7. The provisions of the Ordinance shall take precedence and be interpreted as superseding and other Ordinances or statute in conflict with the provision of the Ordinance.

Section 8. This purchase shall be paid for from the CDBG fund Community Projects line item 106-106-54090.

PASSED this 4th day of October, 2016 by ___ Ayes. ___ Nays, ___ Absent

APPROVED: _____
Mayor

ATTEST: _____
City Clerk