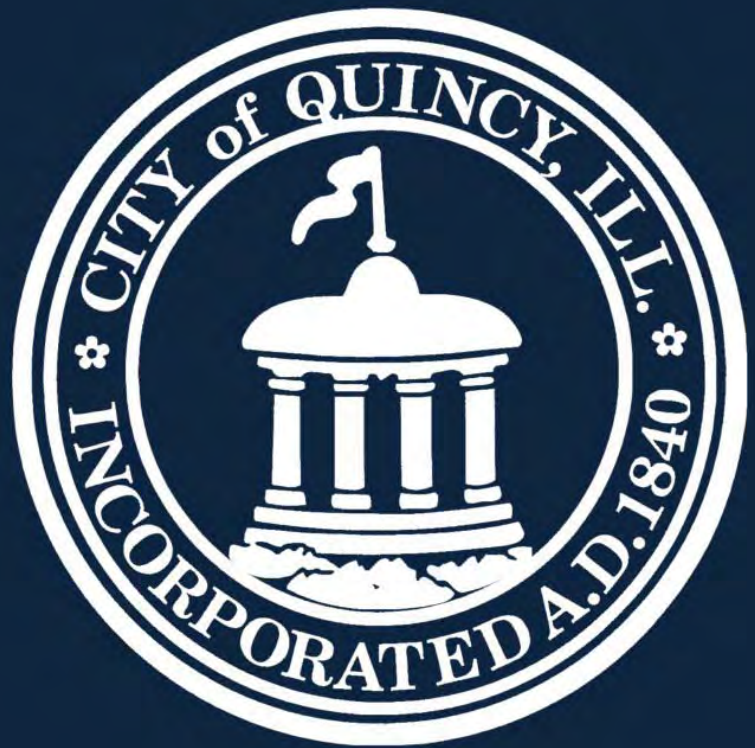


# Council Meeting for May 31, 2022



# CITY COUNCIL AGENDA

May 31, 2022

Final Agenda

7:00 p.m.

**Note: All items presented are subject to final action.**

## PUBLIC FORUM

### PETITIONS

Ward  
2

A Special Event Application from Fishing for Freedom Quincy requesting permission to hold the annual Fishing for Freedom Fishing Tournament on Friday, June 3<sup>rd</sup> through Sunday, June 5<sup>th</sup> in Kessler Park. The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering Permit for the use of loud speakers. The applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering

Ward  
6

A Special Event Application from the Quincy Notre Dame Cross Country Team requesting permission to hold the 21<sup>st</sup> Annual Raider Challenge on Saturday, June 25, 2022. They request the closure of the following streets from 6:00 a.m. through 10:00 a.m. on Saturday, June 25<sup>th</sup> and that the City provides barricades: Jackson Street, 8<sup>th</sup> Street to 12<sup>th</sup> Streets; R.J. Peters Drive, Gardner Expressway to 8<sup>th</sup> Street; Southbound lane of South 12<sup>th</sup> Street, R.J. Peters Drive to Jackson Street; Eastbound lane of Jackson Street, Gardner Expressway to 5<sup>th</sup> Street. The Quincy Park District has approved the closure of roads in South Park and Indian Mounds Park to accommodate the race route. The applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.

Ward  
7

A Special Event Application from The District and Q-Fest Steering Committee requesting permission to hold Q-Fest on Friday, June 24<sup>th</sup> through Sunday, June 26<sup>th</sup> in downtown Quincy. They request the closure of the following streets and parking lot from 12:00 (noon) on Friday, June 24<sup>th</sup> through 6:00 p.m. on Sunday, June 26<sup>th</sup> and that the City provides barricades: Maine Street, 4<sup>th</sup> to 6<sup>th</sup> Streets, South 5<sup>th</sup> Street, Jersey to Maine Streets, Parking Lot G, Maine Street to Jail Alley, and that "No Parking" signs be placed at the following locations beginning at 7:00 a.m. on Friday, June 24<sup>th</sup>: Maine Street, 4<sup>th</sup> to 6<sup>th</sup> Streets and North, South, and East Sides of Washington Park. The Quincy Police Department has approved both the Waiver of Liquor Ordinances and Live Entertainment/Public Gathering License and approval is recommended by the Department of Utilities & Engineering.

Ward  
1

By J & M Displays Inc. requesting permission to hold a fireworks display for the Quincy Freedom Fest on July 4<sup>th</sup> at Quinsippi Island, approximately 9:30 p.m. The Quincy Fire Department has given their approval.

By the Elks Club requesting to conduct a raffle and have the bond requirements waived from June 1<sup>st</sup> to September 1<sup>st</sup>. The City Clerk recommends approval of the permit.

## ANNUAL REPORT

### REPORTS OF PLAN COMMISSION

Ward  
2

Recommending approval of a Special Permit for Planned Development to renovate 1301 College Avenue, an existing single-family residence within a single-family zoning district, for use as a two-family residential unit (duplex), presently zoned R1C.

Ward  
4

Recommending approval to rezone 2009 Broadway Street from R1C (Single-Family Residential) to C2 (Commercial) for continued use as a parking lot, as requested.

Ward  
3

Recommending denial of an amendment to a Special Permit for Planned Development (Ordinance 93-51) for property located at 1537 North 24<sup>th</sup> Street (formerly 2304 Locust Street) to increase the number of overhead doors allowed from four to six and to replace the phrase "body shop" with the phrase "general auto repair."

## REQUESTS TO SPEAK

### MAYOR'S APPOINTMENT

Rev. Carl R Terry, III to the Zoning Board of Appeals  
for an initial one year term, expiring June 30, 2023

## **RESOLUTIONS**

The Resolution approving use of GOV HR Report as a guideline and scale for City Administration to use for non-union employee reviews which was tabled for one week by Aldermen Sassen.

Resolution Authorizing Execution and Amendment of Federal 5339 Grant Agreement. (To the purpose of off-setting a portion of the Public Transportation Program operating deficits.)

Interim Chief of Police recommending approval of the agreement with Caliber Public Safety, DBA InterAct Public Safety Systems of Chicago, IL, in the amount of \$20,082.10 is extended for another year to cover the period from July 1, 2022 through June 30, 2023.

## **ORDINANCE**

### **Adoption of an Ordinance entitled:**

An Ordinance Amending Chapter 39 (Other Officials And Departments) Of The Municipal Code Of The City Of Quincy. (Creating a Director of Public Works.)

## **REPORT OF FINANCE**



City of Quincy  
Department of Utilities & Engineering

To: Mayor and Quincy City Council  
Cc: Laura Oakman, Jeff Mays, Chuck Bevelheimer, Kevin McClean, Adam Yates  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: May 31, 2022  
Subject: Special Event Application – Fishing for Freedom

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from Fishing for Freedom Quincy requesting permission to hold the annual Fishing for Freedom Fishing Tournament on Friday, June 3<sup>rd</sup> through Sunday, June 5<sup>th</sup> in Kessler Park.

The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering Permit for the use of loud speakers.

The applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.



City of Quincy  
Department of Utilities & Engineering

To: Mayor and Quincy City Council  
Cc: Laura Oakman, Jeff Mays, Kevin McClean, Adam Yates  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: May 31, 2022  
Subject: Special Event Application – QND’s Raider Challenge

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from the Quincy Notre Dame Cross Country Team requesting permission to hold the 21<sup>st</sup> Annual Raider Challenge on Saturday, June 25, 2022.

The applicant requests the closure of the following streets from 6:00 a.m. through 10:00 a.m. on Saturday, June 25<sup>th</sup> and that the City provides barricades for the street closures:

- Jackson Street, 8<sup>th</sup> Street to 12<sup>th</sup> Streets
- R.J. Peters Drive, Gardner Expressway to 8<sup>th</sup> Street
- Southbound lane of South 12<sup>th</sup> Street, R.J. Peters Drive to Jackson Street
- Eastbound lane of Jackson Street, Gardner Expressway to 5<sup>th</sup> Street

The Quincy Park District has approved the closure of roads in South Park and Indian Mounds Park to accommodate the race route.

The applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.



City of Quincy  
Department of Utilities & Engineering

To: Mayor and Quincy City Council  
Cc: Laura Oakman, Jeff Mays, Kevin McClean, Adam Yates, Bernie Vahlkamp  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: May 31, 2022  
Subject: Special Event Application – Q-Fest

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from The District and Q-Fest Steering Committee requesting permission to hold Q-Fest on Friday, June 24<sup>th</sup> through Sunday, June 26<sup>th</sup> in downtown Quincy.

The applicant requests the closure of the following streets and parking lot from 12:00 (noon) on Friday, June 24<sup>th</sup> through 6:00 p.m. on Sunday, June 26<sup>th</sup> and that the City provides barricades for the closures:

- Maine Street, 4<sup>th</sup> to 6<sup>th</sup> Streets
- South 5<sup>th</sup> Street, Jersey to Maine Streets
- Parking Lot G, Maine Street to Jail Alley

The applicant requests that “No Parking” signs be placed at the following locations beginning at 7:00 a.m. on Friday, June 24<sup>th</sup>:

- Maine Street, 4<sup>th</sup> to 6<sup>th</sup> Streets
- North, South, and East Sides of Washington Park

The applicant also requests that liquor ordinance 111.096(a) be waived to allow for the consumption and possession of liquor on a public street. The applicant has also requests a Live Entertainment/Public Gathering License for various bands playing throughout the event. The Quincy Police Department has approved both the Waiver of Liquor Ordinances and Live Entertainment/Public Gathering License.

The applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.

# Quincy Plan Commission

May 24, 2022

7:00 P.M.

Quincy City Hall, 1<sup>st</sup> Floor

730 Maine Street

## Agenda

1. Call the Meeting to Order
2. Approval of the Minutes from the Tuesday, April 26, 2022 Quincy Plan Commission Meeting
3. Public Comments (limited to 5 minutes)
4. Public Hearing requested by Donna Holtmeyer to rezone 2009 Broadway Street from R1C to C2 for continued use as a parking lot (ward 4) Approval Recommended
5. Public Hearing requested by Seth Martin (Chicory Properties) for a Special Permit for Planned Development to renovate 1301 College Avenue, an existing single-family residence within a single-family zoning district, for use as a two-family residential unit (duplex) (ward 2) Approval Recommended
6. Public Hearing requested by Shottenkirk Chevy to amend a Special Permit for Planned Development (Ordinance 93-51) for property located at 1537 North 24<sup>th</sup> Street (formerly 2304 Locust Street) to increase the number of overhead doors allowed from four to six and to replace the phrase "body shop" with the phrase "general auto repair." (ward 3) Denial Recommended
7. Additional Business
8. Adjourn

## PLAN COMMISSION MEETING MINUTES

7:00 p.m., Tuesday, May 24, 2022  
City Council Chambers, 730 Maine Street, Quincy, Illinois

### **ATTENDANCE**

Commissioners Present: Dave Bellis, Julie Brink (Chair), Jim Citro, Greg Davis, Tony Dede, Andrew Jones, Amy Looten, Patty Maples, Jeff Mays, Rick Smith

Commissioners Absent: Elaine Davis, J. David Gilbert, George Meyer,

Staff Present: Bruce Alford, Chuck Bevelheimer, Gina Nottingham, Jason Parrott

Others Present: Ald. Kelly Mays, Ald. Jeff Bergman, Ald. Dave Bauer, Ben Sheedy, Isaac Miller, Gerald Huner, Kathleen Huner, Seth Martin, Donna Holtmeyer, approximately 10 other audience members

**CALL TO ORDER:** Brink called the meeting to order at 7:00 pm

**APPROVAL OF MINUTES:** Motion by Smith, seconded by Looten to approve the minutes of the April 26, 2022 regular meeting as presented. Motion carried, all in favor.

**PUBLIC COMMENT ON NON-AGENDA ITEMS:** None

### **Public Hearing Requested by Donna Holtmeyer to rezone 2009 Broadway Street from R1C to C2 for continued use as a parking lot (Ward 4)**

*Staff Review:* Staff said it supports the request to rezone 2009 Broadway Street from R1C to C2 for continued use as a parking lot. Staff said the petitioner also owns 2007 Broadway Street, which is a vacant commercial building next door that is zoned C2. Staff said a potential lessee is interested in 2007 Broadway for at least one gaming parlor and 2009 Broadway for parking. Staff said a parking lot is not a permitted use in an R1C zoning district. Staff said 2009 Broadway Street is identified as commercial in the 2013 Neighborhood Land Use Plan, is contiguous to C2 zoning at 2007 Broadway Street and has previously been used as a hard surface parking lot for 2007 Broadway Street.

*Questions for Staff:* None

*Petitioner:* Donna Holtmeyer (5027 Lookout Ridge, Quincy, IL) said she did not have anything to add and was willing to answer any questions.

*Questions for Petitioner:* None

*Audience Comments:* None

*Commission Discussion:* None

With no further discussion, Dede made a motion, seconded by Citro to concur with the recommendation of staff and recommend approval of the request to rezone 2009 Broadway Street from R1C to C2 for continued use as a parking lot as requested. The motion carried with all present voting in favor.

Brink welcomed Alderwoman Patty Maples as the newest member of the Quincy Plan Commission, replacing Katie Awerkamp. Brink also welcomed Andrew Jones, who joined the Plan Commission in April.

**Public Hearing requested by Seth Martin (Chicory Properties) for a Special Permit for Planned Development to renovate 1301 College Avenue, an existing single-family residence within a single-family zoning district, for use as a two-family residential unit (duplex), zoned R1C (Ward 2)**



*Staff Review:* Staff said it supports the special permit for planned development to renovate the existing single-family residence within a single-family zoning district at 1301 College Avenue for use as a two-family residential unit (duplex). Staff said there are several existing duplexes located within a couple blocks of the subject lot despite the R1C zoning. Staff also said there is a large R2 zoning district, which allows for duplexes, less than 100 feet away so a duplex at 1301 College Avenue would not affect the nature of the neighborhood.

*Questions for Staff:* None

*Petitioner:* Seth Martin (2122 Rees Drive) said he had nothing to add but would answer questions.

Questions for Petitioner: Smith said the structure appeared to have been added onto over the years. He asked if it had always been a single family residence. Martin said it appeared it had been operated at one point as a two-family unit. Smith asked if it was Martin's intention to turn the structure into a viable two-family unit. Martin said it was.

*Audience Comments:* None

*Commission Discussion:* None

With no further discussion, Citro made a motion, seconded by Looten to concur with the recommendation of staff and recommend approval of a special permit for planned development to renovate 1301 College Avenue, an existing single-family residence within a single-family zoning district, for use as a two-family residential unit (duplex) as requested. The motion carried with all present voting in favor.

**Public Hearing requested by Shottenkirk Chevrolet to amend a Special Permit for Planned Development (Ordinance 93-51) for property located at 1537 North 24<sup>th</sup> Street (Formerly 2304 Locust Street) to increase the number of overhead doors allowed from four to six and to replace the phrase "body shop" with the phrase "general auto repair." (Ward 3)**

*Staff Review:* Staff said it supports the request by Shottenkirk Chevrolet to amend a Special Permit for Planned Development (Ordinance 93-51) for property located at 1537 North 24<sup>th</sup> Street (Formerly 2304 Locust Street) to increase the number of overhead doors allowed from four to six and to replace the phrase "body shop" with the phrase "general auto repair" as requested. Staff said the two additional overhead doors have already been installed by the petitioner despite multiple requests from the city to halt construction prior to a review by the Plan Commission. Staff said, because of that, it is greatly concerned about how that decision by the petitioner could affect how others regarding Special Permits in the future.

*Questions for Staff:*

Citro: Are six doors allowed?

Staff: No based on the ordinance stating four doors

Citro: Does the plan commission work in a vacuum?

Staff: No as the commission takes in public input and neighborhood impact

Looten: Any other precedent of a property owner taking action like this without the proper permits or review by the Quincy Plan Commission?

Bevelheimer said the city has always given people the benefit of the doubt to try to seek administrative relief through the Plan Commission and City Council to address a violation.

Citro: Have we every denied anything that had already been done?

Staff and members of the Plan Commission provided multiple examples of instances where someone proceeded without the proper permits and the Plan Commission denied administrative relief and denied requests to approve after the fact.

Citro: Have we approved work done prior to Plan Commission review?  
Staff and members of the Plan Commission discussed a couple of instances in which relief was granted after the fact by the Plan Commission and the Quincy City Council.

Smith: The building itself is correctly zoned?  
Staff: Yes

Smith: The lot in question is not used as zoned, it is by Special Permit?  
Staff: Yes

Smith: So the back wall of the dealership should not be subject to the Special Permit?  
Alford: This used to be done with special permits. If this was written today, there would not be conditions included that pertain to the building, only the parking lot.

Smith: So there could be any amount of doors on the building based on the current zoning code?  
Staff: Yes

Smith: So the number of doors should only be considered if it violates the zoning?  
Bellis: I agree

Citro: So there is nothing in the special permit that would not allow 2304 parking lot to allow as ingress and egress and the doors are in C2.

Smith: I think this is purely a question if the council decides to change the ordinance. We are not being asked to change something that we do not have jurisdiction over.

Brink then asked the Petitioner (Ben Sheedy) and the Interested Parties (Gerald & Kathleen Huner) to come forward. Nottingham swore in the Petitioner and the Interested Parties

*Petitioner:* Sheedy (309 S. Gear Avenue, West Burlington, Iowa) thanked staff for their time over the past two months.

Brink then allowed the Interested Parties to ask questions.

*Questions for Petitioner from Interested Parties:*

G. Huner: Have there been six overhead doors at this location since March 25?  
Sheedy: Yes

G. Huner: Did you receive permission to install the doors prior to March 16?  
Sheedy: We hired a general contractor to oversee the project (Baxter Construction out of Fort Madison). The GC hired Architechnics out of Quincy to design the project. Our agreement was for Baxter to be responsible for permitting. They contacted the city and was told no permits were needed. Most of the work was completed a long time ago inside the building. He said the doors were ordered at least six months ago. We received an email from the city stating that a permit was not needed, which staff referred to in the review. When the doors were installed specifically, I cannot answer that.

G. Huner: Has the city told you the business is in violation for installing the six doors?  
Sheedy: Yes, we received formal notification in April

G. Huner: Did they that you would be fined for this violation unless you came here to ask for modification of this permit?  
Sheedy: No

G. Huner: If the city was not going to fine you, would you be seeking this request at all or would you use the lot as you wanted?  
Sheedy: No, we would not without the notice of violation

G. Huner: Did you think about the impact on the neighbors when completing the work?

Sheedy: No. Our main concern was being able to service the city of Quincy. We cannot keep up with the demand for oil changes. It is truly an operational decision.

G. Huner: Why did you not reach out to us about this work until after the city told you were violating this permit?

Sheedy: We left you two messages after the contact with the city

G. Huner: Why have your employees been violating other aspects of the permit, i.e. leaving cars on the lot overnight and parking non-employee cars on the lot?

Sheedy: I was not aware of this permit, nor were the employees there. Since the April meeting, I have instructed them to not park there.

G. Huner: This was since March 25?

Sheedy: I spoke with the employees after the meeting with the city the week of April 25

G. Huner: How often do you believe each door will be open in a given hour?

Sheedy: Twice. It takes 25-30 minutes for the oil change

G. Huner: How long do you think each door will be open?

Sheedy: As long as it takes to drive the vehicle in and out of the building

G. Huner: How do you plan to move non-operational vehicles on that lot as tow trucks are not allowed on the lot?

Sheedy: This part of the property is for general maintenance, simple repairs. The more intense work would be done in another part of the building accessed from the north

G. Huner: If this is a lower volume of work, why do you need more doors?

Sheedy: It is not low volume work, it's actually a high volume work area because more people are getting general maintenance done

G. Huner: Will you hire more people to work there?

Sheedy: No, we have already hired

G. Huner: Have you considered the impact on traffic on Locust Street when moving vehicles from this lot to the main lot?

Sheedy: They will access to Locust. We also have a north entrance

G. Huner: Do you plan to train the employees on how to use the doors in reference to the ordinance as far as when to open the doors and avoiding someone honking the horn repeatedly to get the door open?

Sheedy: Absolutely

G. Huner: How do you intend to keep customers from using the lot for parking when you cannot keep your employees from using the lot in violation of the permit?

Sheedy: Most customers park in the front lot or pull in the service drive. They don't park on that side and walk around the building.

G. Huner: Who at Shottenkirk will be in charge of making sure the permit is followed and are they here tonight?

Sheedy: That would be me. I gave every resident within 250 feet my personal cell phone number. Lonnie Schuyler is the General Manager and his phone number is included as well.

G. Huner: On March 16, we told you of the special permit regarding the doors and the city told you to halt construction and you ignored us. If the Plan Commission approves this amendment, how will you respond if the city or the neighbors inform you of future violations?

Sheedy: I had a phone call and email conversation with your daughter. I offered to fix the fence, replace the landscaping to try to be neighborly.

G. Huner: Would a good neighbor ignore the requests from the city and the neighbors?

Sheedy: Our main objective is we are a for-profit enterprise. We made the decision to move forward because the lifts were already installed and the doors were already cut.

G. Huner: Would you want three overhead doors operating outside of your living room?

Sheedy: The dealership has been there for many years. We purchased it, we did not build it.

G. Huner: The question is, would you want three overhead doors operating outside of your living room?

Sheedy: Yes

G. Huner: Can you understand why someone might not want them?

Sheedy: Yes

G. Huner: Can you understand why we believe Shottenkirk is no longer a trustworthy business and why we believe the terms of the permit will be violated again in the future?

Sheedy: I certainly understand your concerns

*Questions from the Commission to the Petitioner:*

Citro: Your experts knew there was a special Permit?

Sheedy: No

Citro: so they called the building inspector and was told you could move forward?

Sheedy: Yes

Citro: based on that, you proceeded?

Sheedy: Yes

*Interested Party Testimony:*

G. Huner (2300 Locust) said it is unfortunate they have to be there tonight. He said this permit was negotiated in the past by many parties over many years. He said mistakes were made by Shottenkirk and by the City and us, the neighbors, have to suffer for those mistakes. He said this commission can reward Shottenkirk and we will have a neighbor who has been told they can do anything they want. He said the business has shown it has no regard for the city or its neighbors. He said the business has violated multiple terms of the permit involving parking and overnight use. He said the parking lot across Locust is also in violation. He said it is clear that the business does not intend to follow any rules set forth by the city. He said their objections are not only to the number of doors but also to the location of the doors as the permit said they should be located at the rear of the building. He said Shottenkirk has also not submitted plans showing the additional doors to the city for review. He said the city and Shottenkirk are ignoring the language of the permit related to the number of the doors and the location of the doors. He said he does not believe this permit will be abided by in the future. He said this will call into question the effectiveness of all special permits in the future.

*Question from Commission to Interested Party:*

G. Davis: Were you living there when this originally took place?

G. Huner: Yes

G. Davis: Did you object at that time?

G. Huner: Yes. We had people come to object at the meetings in 1988, 1990 and 1993. We also had petitions from neighbors objecting to the parking lot.

*Interested Party Testimony:*

K. Huner (2300 Locust) said she can't believe we are doing this again. She said these cars come in late at night and on the weekends. She said that lot is constantly used and now they unload cars across from our house. She asked why the business did not have to pave the lot across the street and unload the cars. She said this is a big deal for her family. She said when she saw the saw cutting through the brick, she thought not again. She said she told them about the permit and told them to call the city. She described her experience seeing the doors being cut out and then installed. She said she should not have to defend her property.

*Question from Petitioner to Interested Parties:* None

*Audience Comments:*

Eleanor Dennis (2233 Maple) said she was around when the permit was granted and she opposed the project at that time. She said everyone involved knew about the permit at the time. She said if there is an ordinance that is how an average person can help their situation. She said the ordinance should be maintained and used.

Larry Bramhorst (2228 Maple) said his comments regard the lighting. He said he wants to make sure there are no lights added to the overhead doors because there is already too much light shining on his property from the updated overhead lights at the business. He said the lights are so bright in his backyard that you need sunglasses at night because of the lights. He said the GM of the store worked with him well on drainage issues in the past.

*Commission question to Petitioner:*

Citro: So you thought the city approved you to install the doors?

Sheedy: My understanding was that no permit was needed

Citro: At what point did the city tell you, as there was confusion, it had serious concerns?

Sheedy: They did tell us they had concerns

Citro: At what stage of the construction when you learned the city had concerns?

Sheedy: When one of the openings was cut.

Citro: The city asked you to stop construction?

Sheedy: Yes

Citro: And you did not?

Sheedy: Yes

Citro: Why?

Sheedy: The openings were already cut and the doors were already ordered and the lifts inside were already installed.

Citro: So you ignored the city?

Sheedy: Essentially. We were so far down the line, we would have had to have closed that part of the building due to internal changes.

Citro: But the city requested you to stop and you did not?

Sheedy: I received a phone call. I did not receive any formal notice from the city until the end of April when the door was in.

*Petitioner Closing Statement:*

Sheedy told Bramhorst that he would look into doing something about the lighting. Sheedy said there are no plans to light the overhead doors.

*Interested Parties Closing Statement:*

K. Huner said they knew about this on March 16<sup>th</sup> and on March 25<sup>th</sup>, they are working again and worked over the weekend. She said she called her alderman over the weekend and the work was done after that.

G. Huner asked the commission a series of rhetorical questions to consider as they deliberate regarding the practices of the commission and the enforcement of permits.

*Closing Statement from Petitioner in Response:* None

Brink asked Staff to clarify the timeline described in the staff review. Staff provided a recap of the staff review including the initial phone call from Shottenkirk to Parrott and the initial phone call from the architect to Building Inspector Michael Seaver, how they occurred at the same time and how staff responded.

Citro: What was the gap from when the inspection department told the contractor that the project could proceed and the time from when the inspection department told the contractor to halt construction?

Staff: Approximately two hours

Citro: so the period of time Shottenkirk would have not known they were in violation?

Staff: Approximately two hours

Staff continued to describe the timeline and how the city informed them to halt construction. Bevelheimer said Seaver sent an email saying there was no special permit and then sent an email saying there was a special permit within a couple hours. Staff said a petition to amend the ordinance was provided to the architect on March 17.

Staff said the city learned on March 28 that corporate made the decision to proceed.

Staff said the exact date of completion is not available.

G. Davis: Staff said the ordinance would take precedent over the C2 zoning. Is that the opinion of legal counsel?

Alford: The ordinance is in place so if the doors are installed, it voids the special permit. So since the lot is RIC, the parking lot would no longer be allowed so the hard surface would need to be removed. Now there would be no access to the doors without the special permit.

G. Davis: Was there a building permit required for the modifications?

Bevelheimer: No

G. Davis: The ordinance says “the four.” There does not appear to be a limit. I don’t see this as a limit.

Alford: That is why staff spoke with people involved in the past to determine the intent. I could argue the ordinance is vague and I could argue that four means four doors. He said the language would be more specific if it is changed.

R. Smith: Your records show who was at the meetings?

Staff: We were not aware of the meeting until we looked into it more. We were aware of former alderman Roger Schoenkase holding the meeting and former alderman Bob Klingele remembering the meeting.

R. Smith: So you are going off of recollections?

Staff: Correct... we do not have a list of attendees.

Smith: I want it known I was not at any of those meetings. I was only on the City Council at the time this was considered. I was not involved in the crafting of the ordinance.

Citro: It seems the ordinance could say doors if there was no number intended. In your discussions at that time, was the number four critical?

G. Huner: We got it down from a bunch of doors to four

Citro: Clarify?

G. Huner: They wanted 6-7 at first

Citro: So there was a compromise to four?

G. Huner: Yes. There was also an agreement on the location of the doors, but there is one door that was not installed in the right location. It was supposed to be on the rear half of the wall.

Citro: So it was a compromise?

G. Huner: Yes.

Mays: Had Shottenkirk come to the Plan Commission before installing the doors, would you have supported it?

G. Huner: No

Brink: Curious about the parking lot at the Northwest Corner. It has not been paved and it is used for vehicle parking.

Sheedy: Are there cars on there today?

Brink: Oh yes, about a dozen. There are several that don't look like they have moved for a while. It appears to be an overflow area for you. Here is another example of you not following the rules.

Sheedy: I learned at the end of April that the lot was not being used appropriately. I contacted the store at that time and told them not to use the lot. I will make it crystal clear that that lot is not to be used for parking. We could sell it or we could pave it correctly.

Dede: If the plan commission votes to approve the changes, can the petitioner still be held liable with the prior wrong-doing, receiving notice of violation?

Alford: I do not think we can. When we gave the notice, the petitioner asked how this can be resolved. We told them they could come before the Plan Commission, which they did. I don't think we would pursue it further.

Bevelheimer: We said you can amend the permit, you could rezone it or board the doors up. They are choosing this route so we would not pursue further penalty

G. Davis: It seems the agreement in 1993 was hard-fought. It also appears a change would be a repudiation of what they fought for.

Smith: Also keep in mind, it was a mess and it was harder than it is now. There were so many neighbors in here. That was Buford Ward, this is Shottenkirk.

Citro: But the ordinance is in place, irrespective of who owns it

Smith: Correct

At this point, Bellis asked that the record reflect that he would abstain from the vote due to a potential conflict. Brink noted that for the record.

Citro: How do we sit here and ignore an ordinance and we ignore the process that everyone did 30 years ago. How do we ignore it when the situation has not changed and the people have not changed?

With no further discussion, Citro made a motion, seconded by G. Davis, to oppose the recommendation of staff and to recommend denial of the proposed amendment to a Special Permit for Planned Development (Ordinance 93-51) for property located at 1537 North 24<sup>th</sup> Street (formerly 2304 Locust Street) to increase the number of overhead doors allowed from four to six and to replace the phrase "body shop" with the phrase "general auto repair." The motion carried with 8 voting Yes (Brink, Citro, G. Davis, Dede, Jones, Looten, Maples, & Smith), 1 voting No (Mays) and one member who abstained (Bellis).

**ADDITIONAL BUSINESS FOR THE COMMISSION:** None

**ADJOURNMENT:** With no further action to come before the commission, the meeting adjourned at 8:23 pm.

Submitted: Jason Parrott – Plan Commission Technical Secretary

**City of Quincy**  
Quincy Plan Commission  
05 / 24 / 2022  
Staff Review

Petitioner: Donna Holtmeyer  
Petition: Rezone 2009 Broadway Street (R1C to C2)  
Ward: 4



**BACKGROUND:**

The subject lot (shown in yellow above) is approximately 7,500 square feet and zoned R1C (single-family residential). It is hard-surface and there is an existing chain-link fence that runs east-west across it. The northern portion measures 3,400 square feet while the southern portion (fronting Broadway) is 4,100 square feet. The northern portion includes an unfinished shed or garage. There are residential units to the immediate north and east (zoned R1C), a retail store to the immediate south (zoned C2) and a vacant commercial property to the immediate west (zoned C2). The vacant commercial property (2007 Broadway Street) is also owned by the petitioner.

The petitioner says a potential lessee is interested in the vacant commercial building for use as one (and possibly two) gaming parlors with alcohol sales. That lot is zoned C2, which allows for alcohol sales, which is a requirement to operate a gaming parlor. The lease would include the use of the southern portion of the subject lot for parking, similar to its prior uses as a parking lot for the vacant commercial building. The subject lot is zoned R1C. A parking lot is not a permitted use in an R1C zoning district.

Staff informed the potential lessee of the need to rezone the subject lot for continued use as a parking lot. C2 zoning would be in line with the existing zoning for 2007 Broadway Street.



Records available through the Quincy Township Assessor's Office do not indicate any past use of the subject lot as a residence. It is unclear how long the subject lot has been a hard-surface parking lot.

Staff has not received any calls regarding the petition.

NEIGHBORHOOD LAND USE:

The 2013 Neighborhood Land Use Plan identifies 2009 Broadway Street as commercial use.

STAFF COMMENTS/RECOMMENDATION:

Staff supports the rezoning of 2009 Broadway Street from R1C (single-family residential) to C2 (commercial) as proposed.

The subject lot is identified as commercial in the 2013 Neighborhood Land Use Plan, is contiguous to the C2 zoning classification for 2007 Broadway Street, and has previously been used as a hard surface parking lot.

The rezoning would also bring the subject lot in compliance with City Code as a parking lot is not a permitted use in an R1C zoning district.

City Code requires landscape buffers and sight-proof fencing in most instances in which a commercial parking lot abuts a residential property. While this rezoning would result in such a scenario, the petitioner would not be required to add the landscaping buffers and sight-proof landscaping because this is an established, long-existing parking lot.

Submitted by: Jason Parrott (5/16/2022)

**City of Quincy**  
Quincy Plan Commission  
05 / 24 / 2022  
Staff Review

Petitioner: Shottenkirk Chevrolet (represented by Ben Sheedy)  
Petition: Amend Special Permit for Planned Development (Ordinance 93-51) for property located at 1537 North 24<sup>th</sup> Street (formerly 2304 Locust Street). The amendment would increase the number of overhead doors on the western elevation of 1547 North 24<sup>th</sup> Street from four to six and would replace the phrase “Body Shop” with the phrase “General Auto Repair.”  
Ward: 3



**BACKGROUND:**

The subject lot is at the southwest corner of 24<sup>th</sup> and Locust Streets. It is a vehicle dealership with onsite sales, maintenance and repairs. The Ordinance under consideration (93-51) refers to a parking lot (shown above in yellow) in the northwest corner of the subject lot.

The previous address of the parking lot was 2304 Locust Street. There was a home located at 2304 Locust Street until late 1988 when it was relocated to the 1200 block of Monroe Street. The parking lot was combined with 1537 North 24<sup>th</sup> Street in 1995.

The parking lot is approximately 9,000 square feet and is zoned R1C (single-family residential). A parking lot is not a permitted use in an R1C zoning district. The remainder of 1537 North 24<sup>th</sup> Street is zoned C2, of which a vehicle dealership with on-site sales and maintenance is permitted.

A copy of ordinance 93-51 is included in your packet. As stated above, the petitioner seeks to replace the single reference to "BODY SHOP" in the ordinance with the phrase "GENERAL AUTO REPAIR" to better reflect the work done at the business and to increase the number of overhead doors allowed on the western wall of the building from four to six (section six).

Staff would note at this time that the petitioner has already installed the two additional overhead doors that are mentioned in the proposed amendment to the Special Permit for Planned Development. So this request is to seek permission to increase the number of doors after the number of doors has already been installed.

As shown in the photo above, the four blue circles represent the doors that were in place prior to March 16, 2022 while the two red circles represent the new overhead doors that have been installed since March 16, 2022.

**TIMELINE:**

Staff believes it is appropriate to provide a history of this ordinance as it dates back to the mid-1980's. The information that follows was obtained to the best of staff's ability based on available documents and records.

Buford Ward Chevrolet operated at 24<sup>th</sup> and Locust Streets in the mid-1980's. There was a home located at 2304 Locust Street (shown in yellow above) due west of the vehicle dealership.

**1988-1993**

On three occasions (1988, 1990, and 1993), Buford Ward petitioned the Quincy Plan Commission for a Special Permit for Planned Development to construct a hard-surface employee parking lot at 2304 Locust Street. The requests in 1990 and 1993 also requested permission to provide employees access to the main building.

The 1988 and 1990 petitions were denied by the Quincy Plan Commission. Staff notes at the time indicate a significant amount of opposition from neighbors at each Plan Commission meeting as well as the submission of petitions (50+ signatures) and letters in opposition of the proposed parking lot. Neither request was submitted to the Quincy City Council following the recommendation for denial by the Quincy Plan Commission.

Buford Ward also requested to rezone the property at 2304 Locust Street from R1C to C2 in 1989, but records indicate that request was withdrawn before reaching the Plan Commission.

The Quincy Plan Commission recommended approval of the 1993 petition for a Special Permit for Planned Development to construct a hard-surface employee parking lot at 2304 Locust Street on a 5-4 vote. Records indicate there again was heavy opposition to the proposal.

The recommendation to approve the Special Permit for Planned Development from the Plan Commission included seven conditions, listed below:

- Water retention, approved by the City Engineer, must be provided on south end of the parking lot

- Hours of operation for the body shop are from 6am-6pm, Monday-Friday only
- A six-foot-high fence will be constructed along the south property line and 5-foot from the west property line. Landscaping will be provided along the west side of the fence.
- This parking lot is for employees only. No cars will be there overnight. No wrecked cars will be parking on this lot
- Snow is to be piled along the south fence line, near drain
- The overhead doors must be kept closed at all times except when a car is being driven in or out of them
- A final plat must be submitted showing the above requirements prior to final approval.

Ordinance 93-51 (SP for PD for 2304 Locust Street) was presented to the Quincy City Council for consideration in September 1993. The final vote was held on October 12, 1993. Staff has been told that prior to the final vote by the Quincy City Council, an informal meeting took place at the site of the proposed parking lot between the business and its representatives, some of the neighbors, and several members of the Quincy City Council. It was during this meeting that several amendments to Ordinance 93-51 were discussed and agreed upon. 3<sup>rd</sup> Ward Alderman Roger Schoenekase presented the amended ordinance for final approval on October 12, 1993.

The final ordinance is attached with this review. The commission should note Section 3/Item 6:

- The four overhead doors must be kept closed at all times except when a vehicle is being driven in or out of them. All doors to be installed will be kept to the rear portion of the building as agreed to.

The final version of Ordinance 93-51 specifically mentions four overhead doors while the original version of Ordinance 93-51 does not mention a specific number of overhead doors. Staff believes, based on discussions that will be mentioned later, that four was selected for a reason. Again, the City Council approved 93-51 with the four-overhead door reference in October 1993.

#### 1995-2001

In 1995, the vacant lot at 2304 Locust Street was merged into the subject lot, 1537 North 24<sup>th</sup>

Shottenkirk Chevrolet acquired the vehicle dealership in 2001. Staff should note that a copy of Ordinance 93-51 was recorded, so it would have been available to the Shottenkirk Chevrolet at the time of purchase.

#### 2022

Shottenkirk Chevrolet called me on March 16, 2022. An employee said the business planned to install two additional overhead doors on the west side of the building at 1537 North 24<sup>th</sup> Street. He said as crews began to work, a neighbor said the additional doors were not allowed because of Ordinance 93-51. I suggested Shottenkirk halt construction so the city could look into the matter. I contacted the City Clerk's office to get a copy of 93-51. After that, I pulled the file for the SP for PD for 2304 Locust Street from our archives and reviewed it with Planning Director Chuck Bevelheimer. Our analysis was the number of doors was limited to four. I informed Shottenkirk of our analysis and said any additional doors would require an amendment to the SP for PD and Ordinance 93-51. I also asked the business to continue halting construction.

Staff should note at this time that there is no limit to the number of doors that would be allowed to the building as it is zoned C2. But because the number of doors was specifically mentioned in Ordinance 93-51, staff interpreted the Ordinance would take precedent over the C2 allowances.

At almost the exact same time as my conversation with a representative of Shottenkirk Chevrolet, Building Inspector Michael Seaver received a phone call from the local architect on the project, asking about the installation of the doors. Seaver went to the archives to look for the file on 2304 Locust Street, but did not find the file because Bevelheimer and myself were reviewing it. As a result, Seaver provided the architect an email that said the construction was allowed to proceed.

I received a phone call soon after from a neighbor stating that construction had resumed. I called the business and they said they received permission to proceed from the building inspector. Myself, Bevelheimer and Seaver quickly met and realized we received simultaneous phone calls seeking the same information and because Bevelheimer and I had the file, Seaver could not find it. Seaver quickly alerted the architect of the situation and construction was halted.

A neighbor, on March 25, 2022, visited the Department of Planning and Development and said construction had resumed. The neighbor also followed up with a phone call. I called and emailed the general manager to remind the business of the special permit, but received no response. I drove by the business after work and saw that one new door opening had been cut.

I called the business on March 28, 2022 and was told the decision to proceed with the installation of the doors came from the corporate office in West Burlington, Iowa. Staff left a message with the corporate office and ended up speaking with the petitioner, Ben Sheedy.

Staff and city leaders spoke by phone with Mr. Sheedy twice on March 28, 2022 regarding the installation of the two additional doors. Mr. Sheedy said he had been in communication with city staff regarding this project since April 2021 and had purchased the doors based on those conversations. Staff has been unable to find any record of such communication regarding the installation of more overhead doors. Mr. Sheedy also cited the letter received from the Inspection Department on March 16 allowing the installation to begin. Staff informed him of the circumstances surrounding that letter (as described above). Mr. Sheedy said in the opinion of his company's legal counsel, the ordinance is quite vague and that the business is well within its rights to install the two additional overhead doors. The city said it would continue to look into the issue.

The two new overhead doors were fully installed prior to April 15, 2022, resulting in three doors on the southern portion of the western wall and three doors on the northern portion.

Staff met twice with some of the neighbors of the subject lot to discuss the history of the project and the process moving forward.

Staff contacted individuals involved in the discussions in 1993 ahead of the passage of Ordinance 93-51.

- Judi Maas (retired city zoning administrator) - 4/7/22
- Terry Gruessmeyer (former 1<sup>st</sup> ward alderman) - 4/8/22
  - o The opinions of Maas and Gruessmeyer are the four overhead doors mentioned as Section 3/Item 6 of Ordinance 93-51 means only four overhead doors.
- Roger Schoenekase (former 3<sup>rd</sup> ward alderman) - 4/11/22
  - o Schoenekase said the final language of Ordinance 93-51 was based on a meeting at the site with the service manager for Buford Ward, the neighbors, and aldermen. He said the four doors were all that Buford Ward wanted at the time and that a compromise was necessary on the part of the neighbors to permit access. The neighbors wanted to make sure the doors remained closed unless a vehicle was entering/exiting. The ordinance was based on the agreement from all sides involved.
- Gary Sparks (former Director of Administrative Services) - 4/7/22
- Bob Klingele (former 3<sup>rd</sup> Ward alderman) - 4/7/22
  - o Sparks and Klingele recalled the situation but could not remember specifics.

Staff and city leaders met again with Mr. Sheedy, in person, the week of April 25. During that meeting, Shottenkirk Chevrolet (via Mr. Sheedy) received a Notice of Zoning Violation:

- Vehicles are parked in the parking lot after 6:00 pm during the week and on weekends
- Two overhead doors have been added to the building.

Mr. Sheedy asked about potential remedies to the Notice of Zoning Violation. Staff responded:

- Apply to have the parking lot previously identified as 2304 Locust Street rezoned from R1C to C2, to align it with the rest of the property at 1537 North 24<sup>th</sup> Street. A parking lot is a permitted use in a C2 zoning district.
- Apply to amend the SP for PD in Ordinance 93-51 to allow for a total of six overhead doors, as opposed to the four overhead doors that are identified in the ordinance.

Mr. Sheedy said the business would consider its options. It did submit this petition prior to the deadline for inclusion on the May 2020 Quincy Plan Commission agenda.

Since the public notification process began, the city has received one phone call regarding the petition. The caller asked several questions of staff, but did not have any comments.

#### **NEIGHBORHOOD LAND USE:**

The Neighborhood Land Use Plan of 2013 identifies the parking lot area that was previously 2304 Locust Street as commercial.

#### **STAFF COMMENTS/RECOMMENDATION**

Staff recommends the Quincy Plan Commission recommend approval of the amendment to Section 3/Item 2 of the Special Permit for Planned Development to allow for the phrase "BODY SHOP" to be replaced by the phrase "GENERAL AUTO REPAIR." Staff believes the amended language is in line with the vehicle maintenance/repair work being done at the dealership based on the description of the work provided by the petitioner.

The preparation of a staff review almost exclusively involves staff determining how a petition fits in with City Code, Long-Range Planning, and Land Use/Zoning requirements. Staff recommendations do not take into account potential public support or opposition to a petition.

So in a vacuum, when reviewing the request to amend Section 3/Item 6 to allow for an increase in the number of overhead doors from four to six in a vacuum, staff would support the Quincy Plan Commission recommending approval of the increase of allowable overhead doors from four to six. A C2-zoned building does not have a limit in the number of exterior doors that can be constructed and staff does not see the addition of two more overhead doors as having a significant impact on the neighborhood so long as the business abides by the terms of Ordinance 93-51 and limits the hours of operations and requires the doors to be shut when not in use.

Again... this recommendation would not take into account public support or opposition.

BUT... staff is extremely concerned with the precedent that could be set by the granting of the amendment to this Special Permit for Planned Development to allow for the addition of two more overhead doors. The concern is that the holder of the SP for PD blatantly ignored it, despite repeated requests from city staff, and is now seeking forgiveness instead of permission.

Staff's interpretation of Ordinance 93-51 from the start has been that the business could only install a maximum of four overhead doors. Any addition beyond that would require an amendment to the Special Permit for Planned Development established in Ordinance 93-51.

But staff does not believe the issue at hand is the appearance or the practicality of the overhead doors. It is the expectations of the community that when a Special Permit for Planned Development is granted by the Quincy City Council, it will be enforced.

Staff acknowledges the language of the ordinance could have been written in a more clear and concise manner, but it is the belief of city staff that the intent of Ordinance 93-51, as written, is that there should be a maximum of four overhead doors along the western wall of the building, no more.

There have been plenty of opportunities since this issue came to light two months ago that the parties involved could have reached an understanding on the language of Ordinance 93-51 that is mutually beneficial to everyone. Instead, despite several requests from city staff to halt construction, the business proceeded with the installation of the two new overhead doors and is seeking the authority to maintain them.

There must be an expectation that when the Quincy City Council approves a Special Permit for Planned Development that the Special Permit for Planned Development will be enforced and that the recipient will not be allowed to pick and choose what they follow and what they ignore.

So to reiterate, in a vacuum, staff would recommend the Plan Commission recommend approval of the amendment to allow for two additional overhead doors based on the preparation of staff review and the procedure used to do so, without taking into account public input. But staff would

echo its concerns regarding the need to protect the validity of Special Permits for Planned Developments and similar documents going forward.



**City of Quincy**  
Quincy Plan Commission  
05 / 24 / 2022  
Staff Review

Petitioner: Seth Martin (Chicory Properties)  
Petition: Special Permit for Planned Development to renovate 1301 College Avenue, an existing single-family residence within a single-family zoning district, for use as a two-family residential unit (duplex).  
Ward: 2



**BACKGROUND:**

The subject lot, 1301 College Avenue, is a two-story brick home at the northeast corner of 13<sup>th</sup> and College Avenue, located in Ward 2. The petitioner has provided proof of ownership of the lot. Online records show the home is 1,600 square feet with 3 bedrooms and 2 bathrooms.

The petitioner requires a Special Permit for Planned Development as a two-family residential unit (duplex) is not a permitted use in an R1C (single-family residential) zoning district.

The image above shows the subject lot with a light blue circle and red symbol. To the immediate west, north, and east (shaded purple) are residential properties that are zoned R1C (single-family residential). To the immediate south and southwest (shaded green) are residential properties that are zoned R2 (two-family residential). The vast majority of the homes are single family.

There are three dark blue circles on the image above (N, E, & NE) showing two distinct address points per the available GIS data. The three locations are located within the R1C zoning district.

Staff was asked to also consider a rezoning of the subject lot from R1C to R2. Staff felt a special permit for planned development was the more appropriate method as a rezoning would result in the subject lot being the only lot on that block with an R2 zoning designation.

Staff has not received any phone calls regarding this petition.

NEIGHBORHOOD LAND USE:

The 2013 Neighborhood Land Use Plan identifies 1301 College Avenue as single-family residential.

STAFF COMMENTS/RECOMMENDATIONS:

Staff supports approval of the Special Permit for Planed Development to allow for the renovation of a single-family residence at 1301 College Avenue in a single-family zoning district to a two-family residential unit (duplex), with one condition.

Condition: The petitioner must apply for and receive the proper permits for the project, including, but not limited to electrical and plumbing permit. A licensed electrician and plumber must be hired to do electrical and plumbing work as required by City Code. Failure to comply will result in the Special Permit for Planned Development being deemed null and void.

Staff supports approval based on the proximity of a two-family residential zoning district to the subject lot and the presence of several duplexes within the existing single-family residential zoning district in which the subject lot is located. Staff does not believe this request would affect the integrity of the neighborhood will adding one additional living unit to the neighborhood.

Submitted by: Jason Parrott (5/16/2022)

## ORDINANCE NO. 93-51

### AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT, AS AMENDED.

WHEREAS, E. Buford Ward did previously file a request for approval of Conceptual Plan, Preliminary Plat and Final Plat with the City of Quincy, all in accordance with the ordinances as provided; and,

WHEREAS, said Conceptual Plan and Preliminary Plat have been approved by the City of Quincy, all in accordance with the Ordinances as provided, and,

WHEREAS, all requirements of Article IX of Chapter 29 of the Ordinances of the City of Quincy have otherwise been complied with except in final plat approval.

NOW, THEREFORE, pursuant to Article IX of Chapter 29 of the Ordinances of the City of Quincy, be it ordained by the Mayor and City Council for the City of Quincy, Adams County, Illinois, that the conceptual plan and preliminary plat be approved subject to the conditions specified hereafter and that a Special Permit for a Planned Development be and hereby is granted as follows:

#### SECTION 1. Legal Description:

A part of Lot 10 in Baker's and Others Addition to the City of Quincy, Illinois, bounded and described as follows: Beginning on the North line of said Lot 10 at a point 100 feet East of the Northeast corner of said Lot 10, thence running East along said North line a distance of 53.88 feet, thence South on a line parallel with the East line of said Lot 10 a distance of 160 feet, thence West to a point 100 feet East of the West line of said Lot 10 and thence North to the place of beginning, situated in the County of Adams and State of Illinois. Commonly known as 2304 Locust Street, Quincy.

#### SECTION 2. Use

Parking for Buford Ward Chevrolet, Inc. and access to applicant's building in a westerly direction.

**SECTION 3. Plan**

A paved parking lot with west 8" curbing will be provided on the vacant lot subject to:

- 1) Water retention, approved by the City Engineer must be provided on the south end of the parking lot and the 8" pipe would be extended to the storm sewer basin located at the end of Maple Street. A new basin would be installed on south line.
- 2) Hours of operation for the body shop are from 6 a.m. to 6 p.m. **Monday thru Friday only.** No one is allowed to work on vehicles except during these hours.
- 3) An 8 foot tall solid fence constructed along the south property (behind the 8 inch curbing) would go from existing building to the property pin on the west side of the property behind 2304 Locust Street lot or better known as 2239 Maple. This 8 foot tall fence would have installed a vehicle gate with lock for access only during business hours and next to the existing building on commercially zoned area.
- 4) This parking lot is for employees of Buford Ward Chevrolet, Inc. only. No vehicles will be left on parking lot overnight. No wrecked vehicles will be parked on this lot. No trash dumpsters, oil or other containers will be allowed on lot. No additional lights will be added so the existing lights will remain as is. No exhausting vents or fans to be installed in west wall.
- 5) Snow is to be piled along the south fence line, near drain and south curbing.
- 6) The four overhead doors must be kept closed at all times except when a vehicle is being driven in or out of them. All doors to be installed will be kept to the rear portion of the building as agreed to.
- 7) Graduating wood fencing will be constructed at 12' 6" back from west property line of lot known as 2304 Locust. All ownership remains the same. Maintenance of 12' 6" landscaping to be of owners of 2304 Locust property. The starting and stopping points of the fencing, trees, shrubs, mulches and decorative rock will mutually agreed to by owners of 2300 Locust property and owners of 2304 Locust property.

**SECTION 4. Final Plat**

The granting of this Special Permit for a Planned Development is subject to submission of a final plat showing the location of the facilities and improvements, in accordance with Section 29.907 of the Municipal Code. No building permit shall be issued for any structure

within the Planned Development premises until the final plat has been filed, approved and recorded.

ADOPTED: October 12, 1993

JANET HUTMACHER  
City Clerk  
By: Jenny Hayden, Deputy

APPROVED: October 13, 1993

CHARLES W. SCHOLZ  
Mayor

Officially published in pamphlet form this 14th day of October, 1993.

RESOLUTION APPROVING USE OF GOV HR REPORT  
AS GUIDELINE AND SCALE FOR CITY ADMINISTRATION TO USE FOR NON-UNION  
EMPLOYEE REVIEWS

WHEREAS, the City Council of the City of Quincy requested a report on non-union employees duties and classifications compared to other similarly situated Illinois municipalities;

WHEREAS, the City of Quincy hired GOV HR to complete a report on non-union city employees duties and classification;

WHEREAS, the Personnel Committee has reviewed the GOV HR report and the job duties and classifications listed therein.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council that the City Administration use the GOV HR report as a guideline and scale for non-union employees in the City of Quincy regarding employee duties and classification.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Clerk



**City of Quincy  
Quincy Transit Lines**

**2020 Jennifer Road  
Quincy IL 62301**  
Marty Stegeman  
Transportation Director

**217-228-4550  
Fax: 217-228-4448**

Office: 217-228-4567

May 23, 2022

To: The Honorable Mayor Troup and  
City Council members  
From: Marty Stegeman  
Transportation Director  
All;

Included in this week's agenda you will find a resolution for the acceptance of a Capital Grant from IDOT. In March the City Council authorized the submission of an application for this grant. We have now been awarded the grant and contract paperwork is ready to be signed. One point to note is that the original application request was for \$2.5 million we have been awarded \$2.8 million.

Quincy Transit has been trying to get a grant to rehabilitate the old transit facility located at 1900 Seminary road. This is being done to allow for several issues that need to be addressed. Currently our office facility does not meet ADA standards for access to the public. There are several issues included in this; first the concrete leading to the facility does not meet the ADA slope requirement, second the door does not have an automated entry point, third there are no sidewalks from the nearest potential bus stop (18<sup>th</sup> & Seminary) to the current location. Relocating to the 1900 Seminary location will address these issues.

Additionally; we have for more than 10 years been trying to get an automated bus wash system. This grant will allow for us to accomplish this at the 1900 Seminary location as well. The benefits to the bus wash will be reduced water usage, as the system will recycle 95% of the water after it is used. Less soap will be used as well. Finally, we will cut the cleaning time on the exterior of the buses from 30 to 40 minutes per bus to around 6 minutes per bus.

The final portion of this grant will pay for the replacement of concrete at the Central Services / Transit garage facility at 2020 Jennifer road.

This grant award is for \$2,871,368.00 million and is 100% funded with no match from the City.

I am asking for your support in allowing us to accept the contract as it has been offered for the full amount of \$2,871,368.00 million.

Marty Stegeman  
Transportation Director  
2020 Jennifer Rd.  
Quincy, IL 62301  
217-228-4567

PART TWO ATTACHMENT 3  
RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5339 GRANT AGREEMENT

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

WHEREAS, 49 U.S.C. § 5339 ("Section 5339"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5339 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5339.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF \_\_\_\_\_

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5339 for fiscal year 2022 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of \_\_\_\_\_.

Section 2. That while participating in said operating assistance program the \_\_\_\_\_ will provide all required local matching funds.

Section 3. That the \_\_\_\_\_ is hereby authorized and directed to execute and file on behalf of \_\_\_\_\_ such application.

Section 4. That the \_\_\_\_\_ is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit-Administration in connection with the aforesaid application for said grant.

Section 5. That \_\_\_\_\_ is hereby authorized and directed to execute and file on behalf of \_\_\_\_\_ Section 5339 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5339 for fiscal year 2022.

Section 6. That the \_\_\_\_\_ is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**GRANT AGREEMENT**



**BETWEEN**

**THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION**

**AND**

**City of Quincy**

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield IL 62764, and City of Quincy, Illinois d/b/a Quincy Transit Lines (Grantee) with its principal office at 730 Maine, Quincy IL 62301, and payment address (if different than principal office) at N/A 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 787571918 is Grantee's correct DUNS Number, that JEFWHW4MYM55 is Grantee's correct UEI, if applicable, that 376000378 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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



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

\$2,871,368.00, of which \$2,507,096 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 IL-04-0064-00, IL-04-0065-00, IL-2021-053-00, the federal awarding agency is Federal Transit Administration, and the federal award date is 8/17/11 (0064, 0065); 9/16/21 (053). If applicable, the Assistance Listing Program Title is n/a, and Assistance Listing Number is n/a. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1139/0336/1134. The State Award Identification Number is 1139-33019.

1.4 Term. This Agreement shall be effective 2/1/2022 and shall expire on 12/30/2023 unless terminated pursuant to this Agreement.

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

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

**ILLINOIS DEPARTMENT OF TRANSPORTATION**

**CITY OF QUINCY, ILLINOIS**

**By:** \_\_\_\_\_  
Signature of Omer Osman, P.E., Secretary

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

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

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

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

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

Printed Name: Jason Osborn

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

Printed Title: Director, OIPI

Email: \_\_\_\_\_

*Designee*

**By:** \_\_\_\_\_  
Signature of Matt Magalis, Acting Director, OIPI

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

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

**Printed Name:** Jason Osborn

**Printed Title:** Director, OIPI

*Designee*

**By:** \_\_\_\_\_  
Signature of Second Other Approver's Name and Title

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

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

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

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

*Designee*

## ARTICLE II REQUIRED REPRESENTATIONS

### 2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable 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, if applicable, 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 \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

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

2.6 The Grant Accountability and Transparency Act (30 ILCS 708/45) shall apply to this Grant Agreement unless and until this Award is explicitly exempted through an amendment or repeal of 30 ILCS 708/45. In the event this Grant Agreement is exempted from GATA, all references to GATA requirements shall be considered stricken. Grantee shall comply with all GATA requirements that apply prior to the effective date of any exemption. Notwithstanding any repeal of 30 ILCS 708/45, Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200 as applicable. Grantee certifies that it: (i) is registered with the federal SAM;

### ARTICLE III DEFINITIONS

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

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

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

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Assistance Listings” has the same meaning as in 2 CFR 200.1. “Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1. “Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Budget Period” has the same meaning as in 2 CFR 200.1.

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1. “GOMB” means the Illinois Governor’s Office of Management and Budget.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement. “Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.30. “OMB” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Period of Performance” has the same meaning as in 2 CFR 200.1.

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

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

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

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

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

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

“State” means the State of Illinois.

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

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

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

## ARTICLE IV PAYMENT

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

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

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

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

4.5 Payments to Third Parties. Grantee agrees 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.

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

4.7 Interest.

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

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

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

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

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

## ARTICLE V

### SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

## ARTICLE VI BUDGET

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

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

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

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

## ARTICLE VII ALLOWABLE COSTS

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

### 7.2 Indirect Cost Rate Submission.

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

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

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

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



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

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

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

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

7.5 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. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an

itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

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

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

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

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

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or state funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

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 2 CFR 200.205(a), or by the state (See 30 ILCS 708/25(6)(G)).

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

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

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any 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).

(r) **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).

(s) **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.

(t) **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.

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

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

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

(x) **Seismic Safety.** For Awards for construction of new buildings or additions to existing buildings totaling \$10,000 or more, and related construction contracts over \$2,000, Grantee certifies that any building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41. Grantee also certifies that all work performed under this Agreement, including work performed by subcontractors, complies with the standards required by 49 CFR 41.

**ARTICLE IX  
CRIMINAL DISCLOSURE**

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

**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1 **Compliance with Nondiscrimination Laws.** 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 (as amended)(42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

## ARTICLE XI LOBBYING

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

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

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

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

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

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

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

#### 13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.348; 44 Ill. Admin. Code 7000.440(b)

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

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

### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

**PART THREE.** 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

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

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c) all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

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

## ARTICLE XV AUDIT REQUIREMENTS

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

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

- (a) This Paragraph 15.1 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.
- (b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.
- (c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.
- (d) CYEFRs shall follow a format prescribed by Grantor.

### 15.3 Entities That Are Not "For-Profit".

- (a) This Paragraph applies to Grantees that are not "for-profit" entities.
- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit, 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine



(9) months after the end of the Grantee's audit period.

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

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

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

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

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

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

#### 15.4 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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 in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

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

16.1 Termination.

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

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

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

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

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

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

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

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

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

16.5 Effects of Suspension and Termination.

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

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

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

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

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

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall

comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

## ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, 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 STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF 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 significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this

Agreement.

## ARTICLE XX

### AGREEMENTS WITH OTHER STATE AGENCIES

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

## ARTICLE XXI

### CONFLICT OF INTEREST

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

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (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 or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

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

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

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

requirements stated herein.

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

### **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

### **ARTICLE XXIV INSURANCE**

24.1 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 G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

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

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

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of 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.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto,

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

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

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

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

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

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

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

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

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

CSFA Number  
494-80-1139

NOSA/SAIN Number  
1139-33019

GATA Registration Number  
677383

The Grantee is undertaking a mass transportation capital project (the "Project") as described in the Grantee's final approved application which is incorporated herein by reference and is on file with the Grantor.

The Grantee has made application to the Grantor for state funding for the Project in accordance with one or both of the Acts and pursuant to procedures established by the Grantor. The Grantee's final application, including subsequent submittals, information, and documentation as provided by the Grantee in support thereof, has been approved by the Grantor.

The Grantee agrees to undertake and complete the Project and to provide for the use of Project Facilities, in the manner set forth in the Grantee's final application, for the amounts set forth in the approved Uniform Budget, a copy of which is attached hereto and incorporated herein as Part Three Attachment 2, and in accordance with the requirements of this Agreement and all applicable laws. The Project, which is more particularly described in the plans, specifications and schedules set forth in the Grantee's final approved application, is generally described as:

- 1.



**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

- A. Within thirty (30) days after award of any third-party contract, the Grantee shall submit a copy of the executed contract and related documents as required by Grantor guidelines or when otherwise requested by the Grantor.
- 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 advanced 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. 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 1, Subchapter h, Part 653.
- E. The grantee shall notify the Grantor immediately when all project activities have been completed and all project costs incurred. The Grantor will then initiate final financial settlement of the project. Project settlement usually includes:
- on-site inspection of the project by a Grantor representative, where appropriate;
  - final financial audit of the books and accounts by the State of Illinois and settlement of any audit findings;
  - the submission of a list of equipment purchased for the project, identified individually by serial number or other distinguishing designation;
  - the submission of a final requisition covering payment of the balance of the allowable stat grant, or a check payable to the Grantor for the full amount of any overpayment of State grant funds; and
  - notification by the Grantor that final financial settlement has been reached.

**EXHIBIT C  
PAYMENT**

Grantee shall receive \$2,871,368 under this agreement.

Enter specific terms of agreement here:

- A. Requests for payment by the Grantee. The Grantee must submit written requisitions for reimbursement of the State share of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Exhibit C. In order to receive grant payments pursuant to this Agreement, the Grantee must:
- (1) complete, execute and submit to the Grantor requisition forms supplied by the Department in accordance with the instructions contained therein;
  - (2) submit to the Grantor an explanation of the purposes for which costs have been incurred to date are or are reasonably expected to be incurred within the requisition period (not more than 30 days after the date of submission or as otherwise authorized by the Grantor), and vouchers, invoices, or other documentation satisfactory to the Department to substantiate these costs;
  - (3) where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with the Grantor payments and any applicable federal payments, to cover all costs to be incurred through the end of the requisition period;
  - (4) have submitted all financial and progress reports currently required by the Grantor; and
  - (5) have received approval by the Grantor for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Grantor. Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of a completed requisition form and the accompanying information in a form acceptable to the Grantor, the Grantor shall process the requisition, provided the Grantee is complying with its obligations pursuant to this Agreement, has satisfied the Grantor of its need for the State funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor shall reimburse apparent allowable costs incurred by the Grantee or reasonably expected to be incurred during the requisition period, from time to time, but not in excess of the maximum amount of the State share as shown in the approved Uniform Budget. Requisitions shall be submitted monthly or more frequently as agreed to by the Department
- C. Final determination of cost eligibility. Reimbursement of any cost pursuant to this Exhibit C shall not constitute a final determination by the Grantor of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will make a final determination as to the allowability only after a final audit of the Project has been conducted.
- D. Ineligibility of Grantee. In the event that the Grantor determines that the Grantee is not currently eligible to receive any or all of the State funds requested, it shall promptly notify the Grantee, stating the reasons for such determination.
- E. Disallowed Costs. In determining the amount of the Grant, the Grantor will exclude: (i) all Project costs incurred by the Grantee prior to the date of this Agreement, or other date specifically authorized by the Grantor,

whichever is earlier; (ii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget for the Project; and (iii) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor. Costs of construction performed by employees of the Grantee will also be disallowed as eligible Project costs unless the use of such employees is specifically approved in advance by the Grantor.

Funding Breakdown, by CSFA/Source:

494-80-0336: \$1,050,000

494-80-1134: \$364,272

494-80-1139: \$1,457,096

Transportation Development Credits: \$364,272



**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: Nicholas Haddad  
 Title: Section Chief, Statewide Transit Capital  
 Address: 69 W Washington, Suite 2100, Chicago, IL 60602  
 Phone: 312-793-3960  
 TTY#: N/A  
 Fax#: N/A  
 E-mail Address: Nicholas.haddad@illinois.gov

**GRANTEE CONTACT**

Name: Marty Stegeman  
 Title: Transportation Director, City of Quincy  
 Address: 2020 Jennifer Ln, Quincy, IL 62301  
 Phone: 217-228-4567  
 TTY#: N/A  
 Fax#: N/A  
 E-mail Address: mstegeman@quincyl.gov

Additional Information:



**EXHIBIT E**  
**PERFORMANCE MEASURES**

The Grantee 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.
- 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.
- 3) 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.
- 4) The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Grantee calling for the construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds, and the Grantee shall give such publicity in its advertisements or calls for bids for each such contract as will provide adequate competition.

For all requests subject to competitive bidding, the Grantee is required to follow all pre-bid and pre-award procedures that are established in the Grantor's Capital Improvements Grants Manual.



**EXHIBIT G**  
**SPECIFIC CONDITIONS**

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

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

## 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:

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

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

The first BoBS 2832 report shall cover the first reporting period after the 2/1/2022 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period 4/30/2024 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

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

**Security Interests.** The Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a State or Federal award and that use and disposition conditions apply to the property. The Grantee shall provide any requested information and/or executed documentation required to effectuate any liens or other security interests required by the Grantor.

**Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.).** For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department of Commerce and Economic Opportunity a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

**Notice of current or prospective legal matters.** If this agreement, or any subcontract, is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220, the Grantee must promptly notify the Grantor if a current or prospective legal matter emerges that may affect the Grantor or the federal government. The Grantee must include similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions expected to equal or exceed \$25,000.

**DBE Reporting.** Grantee shall include DBE goals on all contracts as requested by the Grantor. Grantee must contact the Grantor's DBE/EEO Contract Compliance Manager for DBE requirements. The Grantor reserves the right to withhold

concurrence and/or reimbursement if a DBE goal is not included or is not satisfactory. Grantee shall report progress towards DBE goal attainment on the quarterly report (BOBS 2832).

**IDOT Policy and Guidance.** Grantee shall comply with all requirements set forth in the IDOT Transit Capital Grants Manual, as amended, which are incorporated herein by reference.

## EQUIPMENT AND SUPPLIES

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

### ARTICLE XXVII

#### COOPERATION IN CONNECTION WITH INSPECTION

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

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

27.3 The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

### ARTICLE XXVIII

#### ETHICS

##### 28.1 Code of Conduct

(a) 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:

- (i) the employee, officer, board member, or agent;
- (ii) any member of his or her immediate family;
- (iii) his or her partner; or

(iv) an organization which employs, or is about to employ, any of the above.

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

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

(b) 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.

(c) Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification in the form of PART TWO ATTACHMENT 1 and will incorporate it in its applicable third-party contracts and require a comparable certification from its contractors or subcontractors.

(d) Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget “Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. The Grantee agrees that it searched the website, [www.sam.gov](http://www.sam.gov), and found that the Grantee has no active exclusion from receiving federal funds. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third-party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed a Debarment certification as part of the Grantee’s most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee’s Program Specific Warranties section in PART THREE below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as PART TWO ATTACHMENT 2).

Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with “Trafficking Persons: Grants and Cooperative Agreements”, 2 CFR Part 175.

## ARTICLE XXIX GRANTEE'S WARRANTIES

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

(a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of PART TWO ATTACHMENT 2.

(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 3.

## ARTICLE XXX

## SUBSTANCE AND ALCOHOL ABUSE / DRUG FREE WORKPLACE

30.1 The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug- Free Workplace Act of 1988, , 41 U.S.C. § 701 et seq., and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below.

30.2 If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

## ARTICLE XXXI

## DISPUTE RESOLUTION

31.1 The Grantee shall immediately notify the Grantor of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Grantor before naming the Government as a party to litigation for any reason in any forum.

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

## ARTICLE XXXII

## CONTRACTS OF THE GRANTEE

32.1 The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Grantor except where expressly provided otherwise in Grantor guidelines, or where specifically approved in writing by the Grantor. Each contract entered into by the Grantee must be approved by the Grantor prior to the Grantee executing such contract, except as provided in Grantor guidelines.

32.2 The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract shall be subject to the terms and conditions of this Agreement.

## ARTICLE XXXIII

## THIRD PARTY CONTRACT CHANGES

33.1 After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in

consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

#### ARTICLE XXXIV LABOR PROVISIONS

34.1 General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

34.2 State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

34.3 Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

34.4 Third Party Contracts - The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

34.5 Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:

- (a) Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- (b) Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR

Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

ARTICLE XXXV  
CIVIL RIGHTS

35.1. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Federal nondiscrimination laws including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act, " 49 CFR Part 21; and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", October 1, 2012.

35.2. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

(a) General Requirements – The Grantee agrees as follows:

(i) Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

(ii) EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.

(b) Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.

(c) Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

(d) Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

(e) Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the

applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005

ARTICLE XXXVI  
Illinois Human Rights Act

36.1. The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "DOHR"), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the DOHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the DOHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this Civil Rights section in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or



municipal corporations.

(h) In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

#### ARTICLE XXXVII Sexual Harassment

37.1. The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, using examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Grantor upon request.

#### ARTICLE XXXVIII Disadvantaged Business Enterprise ("DBE")

38.1. To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

(a) The Grantee agrees to comply with Section 1101 of FAST Act, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

(b) The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

(c) The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

((i) "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

(d) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the Grantee. The prime

contractor agrees further to retain retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee). This clause applies to both DBE and non-DBE subcontracts.

#### ARTICLE XXXIX

##### Disabilities

39.1. Americans with Disabilities Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

39.2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
- (d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- (g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;

39.3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3007 of FAST ACT, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.

#### ARTICLE XL

##### Confidentiality - Drug or Alcohol Abuse

40.1. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, And Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

#### ARTICLE XLI

##### Transportation Infrastructure Finance and Innovation Act

41.1. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds received by the Grantee.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

## ARTICLE XLII INTELLECTUAL PROPERTY

### 42.1. Patent Rights

(a) In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Grantor and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

(b) The Grantee agrees to include this Intellectual Property section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

### 42.2 Rights in Data and Copyrights

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(i) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) The Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

1) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

42.3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under Administrative Code Title 92, Chapter I, Subchapter h, Part 651as amended, understands and agrees that, in addition to the rights set forth in subparagraph 42.2(b) of this Patent Rights section, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph 42.2(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

42.4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their

officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

42.5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

42.6. The requirements of subparagraphs 42.2(b), 42.3, and 42.4 of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

42.7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs 42.2(a) through 42.6 of this Patent Rights section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

42.9. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

## ARTICLE XLIII SAFE OPERATION OF MOTOR VEHICLES

### 43.1. Seat Belt Use

a. To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

b. Grantee agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
- (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

c. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Grantee agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Grantee owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Grantee Size. The Grantee agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Grantee agrees to include the Special Provision of section 34.b(3)(a) – (b) of the Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

#### ARTICLE XLIV ENVIRONMENTAL REQUIREMENTS

44.1. The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53. Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

(a) Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU. Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

(b) Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(i) The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

(ii) In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

(iii) The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.

44.2 Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national,

state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

44.3 Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.

44.4 Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

44.5 Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.

44.6 Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

44.7 Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

44.8 Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.

44.9 Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

44.10 Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

44.11 Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 et seq. The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

44.12 Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.

44.13 Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

44.14 Indian Sacred Site - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.

44.15 Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

#### ARTICLE XLV PRIVACY

45.1 Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

#### ARTICLE XLVI PROTECTION OF SENSITIVE SECURITY INFORMATION

46.1 To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

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PART TWO ATTACHMENT 1

CERTIFICATION AND RESTRICTIONS ON LOBBYING  
(for federal funding > \$100,000)

I, \_\_\_\_\_ -hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Grantee)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Grantee \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ /202\_\_

Contract Number \_\_\_\_\_ State Grant Number \_\_\_\_\_



PART TWO ATTACHMENT 2

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 Name of Grantee (“Grantee”). In this capacity, my opinion has been requested concerning the eligibility of Name of Grantee for grant assistance under the provisions of 49 U.S.C. § 5339 (“Section 5339”). I have also reviewed the Section 5339 Operating Assistance Grant Agreement, Contract No. 5356, Grant No CAP-22-1165-FED, (“Agreement”) tendered by the State of Illinois (“State”) to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible “Subrecipient” as defined in Section 5339.
2. There are no provisions in the Grantee’s charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local of government that preclude or prohibit the Grantee from entering into the 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 courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible Subrecipient under the provisions of Section 5339, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

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

(Attorney’s Name) \_\_\_\_\_

Attorney for: \_\_\_\_\_

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

PART TWO ATTACHMENT 3  
RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5339 GRANT AGREEMENT

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

WHEREAS, 49 U.S.C. § 5339 (“Section 5339”), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5339 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5339.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF \_\_\_\_\_organization~\_\_\_\_\_:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5339 for fiscal year 2022 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of \_\_\_\_\_ (Name of Applicant)\_\_\_\_\_.

Section 2. That while participating in said operating assistance program the \_\_\_\_\_ will provide all required local matching funds.

Section 3. That the \_\_\_\_\_ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of \_\_\_\_\_ such application.

Section 4. That the \_\_\_\_\_ (Title of Certifying Officer) is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That \_\_\_\_\_ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of \_\_\_\_\_ Section 5339 Grant Agreement (“Agreement”) with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5339 for fiscal year 2022.

Section 6. That the \_\_\_\_\_ (Title of Certifying Official) \_\_\_\_\_ is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(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:

The grantee is urged to become familiar with both the Grant Agreement and the State Capital Grant Manual.

Costs or obligations incurred prior to State's approval are ineligible for grants, unless specifically authorized by the Department.

Per Capital Grant Manual, Department review and concurrence are required before certain activities may be undertaken. These include:

- a. solicitation of bids and award of third-party contracts, startup of force-account work, issuance of and award of other contracts or agreements relating to procurement, construction, (change- orders, disposal of scrap or used equipment and materials, professional) service, or acquisition (p. 19);
- b. budget revisions and budget amendments (p. 14);
- c. The grantee may submit requisitions for reimbursement of actual expenditures and may request advances for estimated cash needs for one month.
- d. Grantee is urged to become familiar with the Single-source contracts as per State Capital Grant Manual pages #25 & #26.
- e. Grantee is urged to become familiar with the Contract change-orders as per State Capital Grant Manual pages #29.
- f. Grantee is urged to become familiar with the Contract Award Notification as per State Capital Grant Manual pages #31.

#### ARTICLE XLVII DEFINITIONS

47.1 As used in this Agreement:

- A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. "Government" means both the government of the United States of America and/or the State of Illinois.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.

H. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.

I. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).

J. "U.S. DOT" means the United States Department of Transportation.

#### ARTICLE XLVIII PROJECT SCOPE

48.1 The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application and the service plan on file at the Grantor 's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Grantor representatives. The Grantee's application and service plan are incorporated into this Agreement by reference.

#### ARTICLE XLIX FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)

49.1 Part One, Section 1.3 identifies the Federal Award Identification Number(s) (FAIN) relevant to this Agreement. In some instances, FTA assigns a temporary FAIN which may be referenced in Section 1.3. In the event that FTA has assigned a temporary FAIN and then assigns a permanent FAIN after this Agreement has been executed, the Grantor will notify the Grantee of the new permanent FAIN.

#### ARTICLE L PROJECT BUDGET

ARTICLE LI The Uniform Budget is attached as PART THREE ATTACHMENT 1.

51.1 The Grantor will fund up to 100% of eligible operating deficit incurred by the Grantee (and/or Grantee's contractor) during the Term to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Grantor for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Grantor's guidelines, as from time to time adopted.

51.2 In no event shall the Grantor's funding participation under this Agreement exceed the total Grantor Grant available for the Project. The maximum amount of the operating assistance for the Project under this Agreement is \$ ~fedaward~ .

51.3 The Grantee further understands that the Grantor shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Grantor results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Grantor does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Grantor will be made after project close-out and completion of an audit.

51.4 The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the Grantee with prior notification of the Grantor. However, any amendment to the Uniform Budget should be in accordance with the provisions of ARTICLE VI and ARTICLE XXVI, Section 26.5 of this Agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

## ARTICLE LII ACCOMPLISHMENT OF THE PROJECT

52.1 General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and in compliance with all applicable laws and Grantor guidelines, as from time to time adopted.

52.2 Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between the Grantor and FTA, as they may be amended from time to time. Grantee or its contractor's failure to comply shall constitute a material breach of the Agreement. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

(a) The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Grantor, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third-party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars.

(b) Other Contract Requirements - To the extent not inconsistent with federal requirements set forth herein, this Agreement shall also include those standard clauses attached to the Master Agreement, and shall comply with the Grantee's Procurement Guidelines, available upon request from the Grantee.

(c) Compliance With Federal Regulations - Any contract entered pursuant to this Agreement shall contain the following provisions:

All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the [Grantee] to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

52.3 Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

52.3 Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

52.4 No Government Obligations to Third Parties - The Grantor and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Grantor or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

52.5 Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Grantor and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Grantor with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, and is pre-approved in writing by the Grantor. A mass transit district may appoint its director to be the PCOM.

All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

(a) General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:

- (i) Relevant federal and state grant program(s) purpose and funding; and
- (ii) State and federal public transportation capital and operating grant requirements.
- (iii) Basic understanding of governmental finance and accounting.

(b) Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Grantor. In the PTSP, the Grantee shall provide the following:

- (i) A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;
- (ii) The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
- (iii) For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;
- (iv) An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and
- (v) Any additional information requested by the Grantor.

(c) Monitoring - The PCOM shall monitor and analyze the following:

- (i) The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
- (ii) The usage, condition, and maintenance of Project Facilities;
- (iii) The driver and staff training activities of the Grantee and/or its operator(s), if any;

(iv) All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the Term of the Agreement;

(v) Compliance with the requirements of this Agreement;

(vi) The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and

(vii) Any additional items requested by the Grantor.

(d) Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if

any. Retention of all ADA-related complaints for at least one year; and Retention of a summary of all ADA-related complaints for at least two years

(e) Program Reviews - The PCOM shall assist in all of the Grantor's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Grantor.

(f) Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Grantor.

(g) Public Transportation Account - On forms provided by the Grantor, the PCOM shall monitor the Public Transportation Account ("PTA") by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.

(h) Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Grantor that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Grantor copies of the quarterly report at the request of the Grantor. The reports shall contain the following information:

(i) A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;

(ii) A summary and analysis of the activities monitored pursuant to this Accomplishment of the Project section, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;

(iii) A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;

(iv) For the annual report to the Grantor, an accounting of all PTA transactions during the Term of the Agreement and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

(v) Any additional information requested by the Grantor.

## ARTICLE LIII LABOR LAW COMPLIANCE

53.1. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3007 of FAST Act, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3007 of FAST Act, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

53.2. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.

53.3. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Bus Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.

53.4 The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements incorporated herein by reference and on file with the Grantor.

#### ARTICLE LIV CONTINUANCE OF SERVICE

54.1. The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Grantor. Unless otherwise approved by the Grantor in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Grantor, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Grantor, detailing the services that are proposed for reduction or termination. The Grantor shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

#### ARTICLE LV REAL PROPERTY, EQUIPMENT AND SUPPLIES

55.1. The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Grantor in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

(a) Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Grantor. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Grantor may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Grantor within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.



(b) The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Grantor upon request such information as the Grantor may require in order to assure compliance with this Real Property, Equipment and Supplies section, and the Grantee shall immediately notify the Grantor in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Grantor, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Grantor upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

55.2. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Grantor, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Grantor), including, but not limited to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Grantor and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Real Property, Equipment and Supplies section. The Grantor reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

55.3. If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Grantor prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Grantor procedures and this Agreement.

55.4. Transfer of Project Facilities

(a) Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Grantor (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).

(b) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Grantor. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

55.6. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Grantor, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Grantor thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

(a) Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Grantor the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Grantor. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

(b) Fair Market Value - The following requirements apply to the calculation of fair market value:

(c) Project Facilities - Unless otherwise approved in writing by the Grantor, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Grantor irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Grantor with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

(d) Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.

55.7. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Grantor thereof not later than 30 days prior to its planned disposition.

55.8. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

55.9. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.

55.10. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

(a) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or

(b) Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

55.11. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Grantor, or (iii) return to the Grantor an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

## ARTICLE LVI PROCUREMENT

56.1. Contracts – Unless directed otherwise by the Grantor in writing, the Grantee must provide the Grantor notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Grantor prior to the Grantees bid solicitation, executing, or obligating itself to such contract. Failure to notify the Grantor may result in the expense being deemed an ineligible cost

pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the most recent requirements of FTA 4220.1E "Third Party Contracting Guidance" and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

56.2 Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement using exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).

56.3. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.

56.4. Award to Responsive and Responsible Contractors - In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third-party contract, the Grantee agrees to consider:

- (a) The third-party contractor's integrity;
- (b) The third-party contractor's compliance with public policy;
- (c) The third-party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
- (d) The third-party contractor's financial and technical resources.

56.5. Force Account - FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

56.6. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

56.7. Buy America –

(a) Each third-party contract using FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE herein). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

(b) Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
  - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
  - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
  - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

56.8. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

56.9. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247 and Executive Order 12873, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

56.10. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.

56.11. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

56.12. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Grantor's immunity to suit.

56.13. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

56.14. Steel Products – The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

56.15. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

56.16. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Grantor's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Grantor may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Grantor's Operating Capital guidelines as follows:

(a) Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Grantor concurrence and procurement procedures.

(b) Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Grantor before purchase; must be properly documented and

recorded in the Grantee's Capital Asset Inventory; and must conform to Grantor specified procurement procedures.

(c) Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement. All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

56.17. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Grantor (and provide supporting documentation satisfactory to the Grantor) at the time obligations are made and prior to payment to a vendor or contractor.

56.18. Full and Open Competition –All procurement transactions shall be conducted in a manner that provides full and open competition, in accordance with 49 U.S.C. § 5325(h).

## ARTICLE LVII ACCOUNTING, RECORDS, AND ACCESS

57.1. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a “Public Transportation Account” or a “PTA”) in conformity with requirements established by the Grantor. The account(s) shall be in a federally insured bank or trust company.

57.2. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Grantor pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as “Project Funds”). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Grantor.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee shall draw interest and the amount of such interest earned shall be reported to the Grantor in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Grantor.

Project Funds may only be used for the following expenses:

- (a) Eligible costs; and
- (b) Operating expenditures directly related to the Project, pursuant to Grantor procedures.

57.3. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

57.4. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Public Transit Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

57.5. Audit and Inspection - Pursuant to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, the Grantee shall permit, and shall require its contractors to permit, the Grantor or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Grantor may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

(a) Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, § 651.403. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 651.403; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Grantor. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Grantor. Grantee's independent audit shall be submitted to the Grantor no later than 180 days following the last day of the Term of the Agreement. This deadline may be changed, at the discretion of the Grantor, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

57.6. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

57.7. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to deobligate unspent funds.

## ARTICLE LVIII PROJECT CLOSEOUT

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

## ARTICLE LIX SCHOOL BUS AND CHARTER SERVICES OPERATIONS

59.1. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, the Grantee certifies, by signing this Agreement, 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 thereby 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 2705-305(f) after the date of this certification and this Agreement.

59.2. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

## ARTICLE LX GRANTEE'S PROGRAM SPECIFIC WARRANTIES

60.1. The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

- (a) An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor; and
- (b) An executed Section 5333b Special Warranty which is incorporated herein by reference and is on file with the Grantor.

## ARTICLE LXI NOTICE OF CURRENT OR PROSPECTIVE LEGAL MATTERS

61.1 If this agreement, or any subcontract, is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220, the Grantee must notify the Grantor if a current or prospective legal matter emerges that may affect the federal government. The Grantee must include similar notification requirement in its third-party agreements and must require each third-party participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions expected to equal or exceed \$25,000.

## ARTICLE LXII BONDING REQUIREMENTS

62.1 If this agreement includes construction or facility improvement contracts or subcontracts exceeding \$250,000, the FTA may accept the Grantee's bonding policy and requirements if they meet the following minimum requirements:

- (a) A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a

firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

(d) A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to Grantee and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Grantee to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of Grantee. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of Grantee, shall refuse or be unable to enter into this Agreement, as provided above, or refuse or be unable to furnish adequate and acceptable performance bonds and payment bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Grantee damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's bid bond, certified check, cashier's check, treasurer's check, and/or official bank check (excluding any income generated thereby that has been retained by Grantee) shall prove inadequate to fully recompense Grantee for the damages occasioned by default, then the undersigned bidder agrees to indemnify Grantee and pay over to Grantee the difference between the bid security and (Recipient's) total damages, so as to make Grantee whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

#### Performance and Payment Bonding Requirements (Construction)

Any construction contractor shall be required to obtain performance and payment bonds as follows:

##### (a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Grantee determines that a lesser amount would be adequate for the protection of the Grantee.

2. The Grantee may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Grantee may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

##### (b) Payment bonds

1. The penal amount of the payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the Grantee may require additional protection as required by subparagraph 1 if the contract price is increased.

#### Performance and Payment Bonding Requirements (Non-Construction)

A non-construction contractor may be required to obtain performance and payment bonds when necessary to protect the Grantee's interest.

(a) The following situations may warrant a performance bond:

1. Grantee property or funds are to be provided to the contractor for use in performing the contract or as partial



compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the Grantee, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Grantee determines that a lesser amount would be adequate for the protection of the Grantee.

2. The Grantee may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The Grantee may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

#### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Grantee shall determine the amount of the advance payment bond necessary to protect the Grantee.

#### Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The Grantee shall determine the amount of the patent indemnity to protect the Grantee.

#### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to Grantee, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Grantee, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Grantee and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Grantee. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Grantee written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

#### ARTICLE LXIII

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

63.1 Grantee acknowledges the following shall apply for all Awards that exceed \$10,000, or Awards for construction contracts over \$2,000:

(1) that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to Grantees actions pertaining to the Program. Upon execution of the Grant Agreement, Grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Grantee to the extent the US Government deems appropriate.

(2) If Grantees makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Grantee, to the extent the US Government deems appropriate.

(3) Grantee shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### ARTICLE LXIV CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

**64.1 Contracts Involving Federal Privacy Act Requirements** – For Awards exceeding \$10,000, or construction contracts over \$2,000, where Grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, Grantee must comply with Privacy Act requirements. The following requirements apply to the Grantee and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Grantee agrees to obtain the express consent of the Federal Government before the Grantee or its employees operate a system of records on behalf of the Federal Government. Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) Grantee also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

#### ARTICLE LXV INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

65.1 All Awards exceeding \$10,000, or construction contracts over \$2,000, must include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the Grantee to be in violation of FTA terms and conditions.

#### ARTICLE LXVI NOTIFICATION OF FEDERAL PARTICIPATION

66.1 To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Grantee shall specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express that amount of federal assistance as a percentage of the total cost of the third-party contract.

#### ARTICLE LXVII INELIGIBLE PARTIES

67.1 Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

67.2 Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

#### ARTICLE LXVIII GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

68.1— Any project activities involving spatial data or geographic information systems activities financed with federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

#### ARTICLE LXIX VETERANS PREFERENCE

69.1 – As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

PART THREE ATTACHMENT 1  
UNIFORM BUDGET



# DEPARTMENT OF POLICE CITY OF QUINCY

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From the Office of Adam C. Yates, Interim Chief of Police  
530 Broadway - Quincy, Illinois 62301-4058  
Phone (217) 228-4480, Fax (217) 221-2269

May 27, 2022

Mayor Mike Troup  
Members of the Quincy City Council  
Quincy City Hall  
730 Maine Street  
Quincy, IL 62301

**RE: RENEWAL OF MAINTENANCE AGREEMENT WITH CALIBER PUBLIC SAFETY**

Dear Mayor Troup and Members of the Quincy City Council:

The purpose of this letter is to inform you that the police department's maintenance agreement with Caliber Public Safety, DBA InterAct Public Safety Systems, expires on June 30, 2022 and I respectfully request your approval to renew. This will allow us to continue uninterrupted service. Caliber provides maintenance for the software that operates the mobile data computers in our squad cars. The City of Quincy IT Department recommends continuation of this agreement. Funds are set aside for this purchase in the FY23 Quincy Police Department budget.

The software enables officers to receive calls/details from the 9-1-1 Dispatch Center via the computer. This tightens security on our calls and has been helpful in locating wanted subjects or underage drinking parties, for example, as the information is not put over the radio system for offenders to monitor and use to escape apprehension. Additionally, this software allows officers to run driver's license and license plate checks from their squad car using their computer, which eliminates radio traffic. Reducing radio traffic is an officer safety issue, as freeing up the radio channel from routine traffic leaves the channel available more often for critical emergency radio traffic. The software also allows officers to share confidential information with each other via the computer, since it is an encrypted system.

The cost for the maintenance agreement is \$20,082.10. The Software Support and Maintenance Agreement coverage period of July 1, 2022 to June 30, 2023 includes the following:

- Automatic upgrades for new software releases
- Maintenance software releases and service packs with enhancements and fixes
- Technical support by telephone
- Priority email response and technical bulletin notifications
- Emergency remote tech support that is available 24-hours, seven days per week

*"Service – Pride – Dignity"*

QUINCY POLICE DEPARTMENT  
Mayor Troup  
Members of the Quincy City Council  
May 27, 2022  
Page 2

Given the complexity of the software and the need to have timely and proprietary service, we request to renew this agreement. If you have any questions, please do not hesitate to contact me. In my absence, you may contact Deputy Chief Pilkington.

Thank you for your attention to this request.

Sincerely,

A solid black rectangular box redacting the signature of Adam C. Yates.

Adam C. Yates  
Interim Chief of Police

Ec: Mayor Mike Troup  
Mr. Jeff Mays, DAS  
Ms. Sheri Ray, Comptroller  
Ms. Mary Ann Ervin  
Deputy Chief Pilkington  
Ms. Gail Newell

## RESOLUTION

WHEREAS, the Quincy Police Department relies on instantaneous communications with its patrol officers in the field for the safety of the officers and the general public; and

WHEREAS, the Quincy Police Department has a Mobile Data Computer Communications System which allows for the transmission of data from the patrol cars to the 9-1-1 Emergency Dispatch Center, other patrol officers, and the Watch Commander; and

WHEREAS, the Mobile Data System relies on computer software provided by Caliber Public Safety DBA InterAct Public Safety Systems, Chicago, IL; and

WHEREAS, the Quincy Police Department must pay a yearly license and maintenance fee to our sole source provider in order to operate the system; and

WHEREAS, the yearly support and maintenance fee of \$20,082.10 is now due and funding has been appropriated in the current fiscal year budget; now

THEREFORE, BE IT RESOLVED, the Interim Chief of Police recommends to the Mayor and City Council that the normal bidding requirements be waived and the agreement with Caliber Public Safety, DBA InterAct Public Safety Systems of Chicago, IL, in the amount of \$20,082.10 be extended for another year to cover the period from July 1, 2022 through June 30, 2023.

Adam C. Yates  
Interim Chief of Police

May 31, 2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 39 (OTHER OFFICIALS AND DEPARTMENTS) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY (CREATING A DIRECTOR OF PUBLIC WORKS)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Section 39.80 of the Municipal Code of the City of Quincy be and hereby is created to read as follows:

**39.80 DIRECTOR OF PUBLIC WORKS.**

(A) There is hereby created the Office of Director of Public Works, the appointment to which shall be made by the Mayor with the advice and consent of the members of the City Council. A Director of Public Works appointed on an interim basis may only hold said office for 180 days. Prior to the expiration of 180 days from said Director's appointment, they must receive the advice and consent of the Council, or their employment by the city is terminated.

(B) The Mayor may remove the Director of Public Works appointed under this Code, on any written charge, whenever the Mayor is of the opinion that the interests of the municipality demand removal. The Mayor shall report the reasons for the removal to the corporate authorities at a meeting to be held not less than five nor more than ten days after the removal. If the Mayor fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities by a two-thirds vote of all members authorized by law to be elected disapprove of the removal, the Director of Public Works thereupon shall be restored to Director of Public Works. The vote shall be by yeas and nays, which shall be entered upon the journal of the corporate authorities. Upon restoration, the Director of Public Works shall give a new bond and take a new oath of office. No Director of Public Works shall be removed a second time for the same offense.

Section 2. That Section 39.81 of the Municipal Code of the City of Quincy be and hereby is created to read as follows:

**39.81 OATH AND BOND.**

The Director of Public Works is hereby declared to be a city official and shall subscribe to the oath of office and shall be bonded in the sum of \$1,000 before commencing upon the duties of the office.

Section 3. That Section 39.82 of the Municipal Code of the City of Quincy be and hereby is created to read as follows:

**39.82 DUTIES.**



The Director of Public Works shall:

1. Perform all the duties and functions of Director of Utilities and Engineering as required by this Code and specifically provide oversight for the Water Department, Water Treatment Plant, Waste Water Treatment Plant, and Sewer Department; and,
2. Manage and provide oversight for the Engineering Department; and,
3. Manage and provide oversight for the Department of Central Services, specifically including Garbage, Recycling, Forestry, Street Department, Paint and Signs, Central Garage and Nuisance Abatement.

Section 4. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 5. This ordinance shall be in full force and effect immediately from and its passage, approval and publication.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_

MAYOR

Officially published in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2022.

# THE CITY COUNCIL

## OFFICIAL PROCEEDINGS

### REGULAR MEETING

Quincy, Illinois, May 23, 2022

The regular meeting of the City Council was held this day at 7:00 p.m. with Mayor Michael A. Troup being absent the meeting was called to order by the City Clerk.

The following members were physically present:

Ald. Fletcher, Entrup, Bergman, Bauer, Mays, Freiburg, Farha, Sassen, Rein, Mast, Maples, Uzelac, Holtschlag. 13.

Absent: Ald. Reis. 1.

### ALD. FARHA ELECTED TEMPORARY CHAIRMAN

Ald. Entrup nominated Ald. Farha for Temporary Chairman.

There being no further nominations, Ald. Uzelac moved the nominations be closed. Motion carried.

Ald. Entrup moved Ald. Farha be declared elected Temporary Chairman. Motion carried.

Ald. Farha took the chair and presided over the meeting.

The minutes of the regular meeting of City Council held May 16, 2022, were approved on a motion of Ald. Entrup. Motion carried.

Ald. Entrup moved Alderman Reis be allowed the usual compensation for this meeting. Motion carried.

Legal Council: Assistant Corporation Counsel Bruce Alford.

### PUBLIC FORUM

Reg Akrom spoke to the council that it has been reported that there will be a surge in kilowatt costs this summer. He predicts that there will be a drop in price this fall.

Jason Priest spoke to the city council.

### The City Clerk presented and read the following:

### PETITIONS

By Fireworks Authority Inc. requesting permission to hold a fireworks display on June 3rd at QU Stadium, 1800 Sycamore, approximately 9:30 p.m. The Quincy Fire Department has given their approval.

Ald. Bauer moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

By Fireworks Authority Inc. requesting permission to hold a fireworks display on July 1st at QU Stadium, 1800 Sycamore, approximately 9:30 p.m. The Quincy Fire Department has given their approval.

Ald. Bauer moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

By Fireworks Authority Inc. requesting permission to hold a fireworks display on July 3rd at QU Stadium, 1800 Sycamore, approximately 9:30 p.m. The Quincy Fire Department has given their approval.

Ald. Bauer moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

By Fishing for Freedom requesting to conduct a raffle and have the bond requirements waived from June 3rd to 4th. The City Clerk recommends approval of the permit.

Ald. Holtschlag moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

A Special Event Application from The District requesting permission to hold the "Blues in the District" concerts in Washington Park between the hours of 5:30 p.m. and 10:30 p.m. on the following Fridays: June 10th, June 24th, July 8th, July 22nd, August 12th, August 26th. They request "No Parking" signs for nine (9) parking stalls along the east side of Washington Park, beginning at Maine St. and extending north, and eleven (11) parking stalls along the south side of Washington Park, beginning at 5th St. and extending west from 12:00 (noon) to allow for food vendor trucks and trailers. The applicant also requests four (4) "Accessible Parking" signs for the south side of Washington Park, west of the requested "No Parking" area. The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering License for the events. The applicant has submitted all required documentation and the Department of Utilities and Engineering recommends approval of the application.

Ald. Uzelac moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

A Special Event Application from the Quincy Sister City Commission requesting permission to hold "GermanFest"

on Friday, June 3rd, from 5:00 p.m. to 11:00 p.m. and Saturday, June 4th from 3:00 p.m. to 11:00 p.m. in South Park. They request barricades and “No Parking” signs at the east entrance of the park on South 12th Street. The Quincy Police Department has approved a Live Entertainment/Public Gathering License for live music. They have submitted all required documentation and the Department of Utilities and Engineering recommends approval of the application.

Ald. Maples moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

A Special Event Application from Reverend Dr. Orville Jones, Pastor of First Baptist Church, requesting permission to hold the “Juneteenth 2022 Celebration” on Saturday, June 18th, from 11:00 a.m. to 8:00 p.m. on the First Baptist Church property, 724 North 7th St., and the City-owned vacant lot west of the Jackson-Lincoln Swimming Complex, 701 North 8th Street. Closure of the following streets and City-owned property with “No Parking” signs being placed on both sides of the affected streets, on the afternoon of Friday, June 17, 2022, are requested with barricades: Elm Street, 7th to 8th Streets, North 7th St., College to Elm Streets, College St., 7th to 8th St., Vacant Lot to the west of 701 North 8th St. They request that a city garbage truck be placed on-site from Friday, June, 17th through Sunday, June 19th for the collection of garbage. The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering License for the event. Approval of a 30’x30’ tent and stage on the City-owned lot is recommended pending an inspection of the structures by the Quincy Fire Department. The applicant has submitted all required documentation and the Department of Utilities and Engineering recommends approval of the application.

Ald. Bauer moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

A Special Event Application from Tieraney Craig, owner of Quincy Brewing Company, 110 North 6th St., requesting permission to hold an artisan-style Maker’s Market on Saturday, June 18, 2022, between the hours of 1:00 p.m. and 7:00 p.m. The closure of the following street, alley, and parking lot from 10:00 a.m. through 9:00 p.m. on the day of the event and barricades for the closures are requested: North 6th St., Maine to Hampshire Streets, Jail Alley, North 6th St. to Parking Lot G and Southwest corner of Parking Lot I. “No Parking” signs are requested to be placed on the requested street, alley, and parking lot closures on the afternoon of Friday, June 17th. The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering License for the event. The applicant has submitted all required documentation and the Department of Utilities and Engineering recommends approval of the application.

Ald. Uzelac moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

Temporary Chairman Farha asked that City Comptroller Sheri Ray update the council on the summary of the Fiscal 2021 cash basis income statement. She answered questions from the council.

### **RESOLUTION**

Resolution Approving Use Of GOV HR Report As Guideline And Scale For City Administration To Use For Non-Union Employee Reviews.

Ald. Sassen moved to remove from the table. Motion carried

Ald. Sassen, seconded by Ald. Maples, moved the resolution be tabled until all the Aldermen have reviewed the information. Motion carried.

### **RESOLUTION**

WHEREAS, The City of Quincy d/b/a Quincy Transit Lines operates a public transportation system in Quincy and Adams County; and

WHEREAS, The effective use of radio communications is vital to the safety of the operations of the system; and

WHEREAS, The current radio system does not allow the dispatchers to reliably contact the operators and the operators cannot contact the office; and

WHEREAS, The State of Illinois Department of Transportation has authorized the use of CARES funds to cover 100% of the cost of an upgrade to the radio system; and

WHEREAS, Gem Electronics is the only Certified Distributor of Kenwood radio products in the Quincy area and has submitted a quote totaling \$28,931.91 to upgrade the radio system by adding an antenna and repeater; now

THEREFORE, Be it resolved that the City Council and the Mayor of the City of Quincy authorize the Transportation Director to enter into an agreement with Gem Electronics of Quincy Illinois to perform the upgrade of the Quincy Transit Lines radio system.

PRESENTED and ADOPTED the 23rd day of May 2022.

Michael A. Troup, Mayor

ATTEST

Laura Oakman, City Clerk

Ald. Uzelac moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on a roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

**CITY OF QUINCY COUNCIL RESOLUTION AUTHORIZING  
DEMOLITION EXPENDITURES FOR 630 NORTH 5TH AND 635 SPRUCE STREETS**

WHEREAS, the City of Quincy is committed to the improvement of the quality of life of its residents and reducing blight; and

WHEREAS, the City of Quincy has established a program to address unsafe and dangerous buildings; and

WHEREAS, the City received a Court Order to demolish as dangerous and unsafe buildings located at 630 North 5th and 635 Spruce Streets; and subsequently received Judicial Deed to the properties.

WHEREAS, demolition bids were sought and three bids were submitted:

|                                    |          |
|------------------------------------|----------|
| Miller Construction Company        | \$38,500 |
| S. Shafer Excavating, Inc.         | \$61,900 |
| Niemann General Construction, Inc. | \$80,939 |

WHEREAS, Miller Construction Company was found to be the low bidder in the amount of \$38,500 to demolish the structures; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council accept the bid from Miller Construction Company in the amount of \$38,500 for the demolition of the structures located at 630 North 5th and 635 Spruce Streets and that the Mayor be authorized to execute the appropriate contract documents.

This Resolution shall be in full force and effect from and after its passage, as provided by law.

PASSED and APPROVED this 24th day of May, 2022.

SIGNED: Michael A. Troup, Mayor

ATTEST: Laura Oakman, City Clerk

Ald. Bergman moved for the adoption of the resolution, seconded by Ald. Entrup, and on a roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

**ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance Amending Section 45.190 – 45.196 of Chapter 45 (Finance) Of The Municipal Code Of The City Of Quincy Of 2015. (Amend the Bring Entertainment to Quincy “Bet on Q” Grant Program.)

Ald. Uzelac moved for the adoption of the ordinance, seconded by Ald. Holtschlag, and on a roll call the following vote resulted: Yeas: Ald. Holtschlag, Fletcher, Entrup, Bauer, Mays, Freiburg, Mast, Maples, Uzelac. 9. Nays: Ald. Bergman, Farha, Sassen, Rein. 4. Absent: Ald. Reis. 1. Motion carried

**ORDINANCE**

Second presentation of an Ordinance entitled: An Ordinance Amending Chapter 39 (Other Officials And Departments) Of The Municipal Code Of The City Of Quincy. (Creating A Director Of Public Works.)

**FINANCE REPORT 5/23/2022**

| <u>Transferred From</u> | <u>Transferred to</u>      | <u>Transfer Amount</u> |
|-------------------------|----------------------------|------------------------|
| 001 General Fund        | 201 Planning & Development | 224,640                |
|                         | 202 911 Fund               | 43,000                 |
| 703 CBD RLF Fund        | 201 Planning & Development | 25,000                 |
|                         |                            | <u>292,640</u>         |

| <u>Fund</u>      | <u>Department/Division</u> | <u>5/27/2022 Accounts Payable Amount</u> |
|------------------|----------------------------|--|
| 001 General Fund | 0000 Non-Departmental      | 162.00                                   |
|                  | 1301 Mayor                 | 132.76                                   |
|                  | 1302 Treasurer             | 152.50                                   |
|                  | 1303 City Clerk            | 795.00                                   |
|                  | 1403 Building Maintenance  | 1,128.93                                 |
|                  | 1501 Comptrollers          | 682.50                                   |
|                  | 1601-1603 Legal            | 122.00                                   |

|                                |                                  |                     |
|--------------------------------|----------------------------------|---------------------|
|                                | 1701 F & P Commission            | 887.12              |
|                                | 1803 Non-Departmental Tax Distr. | 100,000.00          |
|                                | 1901 Information Technology      | 973.33              |
|                                | 2110-2116 Police                 | 85,491.34           |
|                                | 2210-2215 Fire                   | 8,905.82            |
|                                | 3110 Central Services Admin      | 3,641.60            |
|                                | 3112 Forestry                    | 196.66              |
|                                | 3152 Concrete                    | 226.95              |
|                                | 3154 Brush                       | 70,583.29           |
|                                | 3712 Engineering                 | 142.00              |
|                                | 3716 Landfill                    | 1,549.17            |
|                                | 3718 Street Lights               | 20,178.49           |
| 011 Cash Reserve               | 1301 Mayor                       | 506,000.00          |
| 201 Planning & Development     | 3117 Planning Nuisance           | 69.95               |
|                                | 6310 Planning & Development      | 428.48              |
| 203 Housing Resource           | 6313 Commercial Dev Other        |                     |
|                                | Urban Redev.                     | 50,000.00           |
| 204 911                        | 2310 911                         | 2,242.76            |
| 210 Motor Fuel Tax             | 3713 MFT Construction            | 719,374.63          |
| 240 Police Department Grants   | 2110 Police Admin                | 616.67              |
| 250 Transit                    | 3414 Transit Operations          | 1,354.96            |
| 301 Capital Projects Fund      | 3152 Concrete                    | 661.65              |
| 309 Special Capital Proj. Fund | 1899 Non Departmental            | 2,335.81            |
| 314 Water EPA 2019 Proj. Fund  | 3313 Pump Stations               | 112,367.07          |
| 323 2019B GO Street Proj. Fund | 1899 Non Departmental            | 238,311.69          |
| 412 2019A/2009C Library GO     | 1899 Non Departmental            | 58,300.00           |
| 416 2019B GO Bond Fund         | 1899 Non Departmental            | 342,500.00          |
| 501 Water                      | 0000 Non-Departmental            | 29,098.82           |
|                                | 3155 Water Distribution          | 33,987.63           |
|                                | 3156 Water Meter                 | 12,520.97           |
|                                | 3312 Utilities Commercial        | 221.60              |
|                                | 3314 Purification                | 16,330.65           |
| 502 Sewer                      | 3157 Sewer Maintenance           | 52,161.54           |
|                                | 3322 Waste Water Treatment       | 107,361.37          |
| 511 Airport                    | 4314 Airport Operations          | 64,700.37           |
| 531 Regional Training Facil.   | 2210 Fire Admin.                 | 628.71              |
| 533 Garbage                    | 3113 Garbage                     | 18,508.86           |
| 534 Recycle                    | 3114 Recycle                     | 250.21              |
| 601 Central Garage             | 3115 Central Garage              | 68,278.80           |
| 611 Self Insurance             | 3810 Human Resources             | 359.75              |
|                                | 3811 Risk Management             | 45.88               |
| 612 Health Insurance Fund      | 3812 Premiums & Benefits         | 141,539.56          |
| 712 Sister City Commission     | 1705 Sister City Commission      | 8,076.49            |
|                                |                                  | <u>2,884,577.34</u> |

Michael Farha

Anthony E. Sassen

Mike Rein

Jack Holtschlag

**Finance Committee**

Ald. Rein, seconded by Ald. Sassen, moved the report be received and vouchers be issued for the various amounts and on a roll call the following vote resulted: Yeas: Ald. Fletcher, Entrup, Bergman, Bauer, Mays, Farha, Sassen, Rein, Mast, Maples, Uzelac, Holtschlag. 12. Abstain: Ald. Freiburg, 1. Absent: Ald. Reis. 1. Motion carried.

## MOTIONS

Ald. Fletcher moved to refer to the Traffic Commission the placement of a child at play street sign at 14th & Donley Street in reference to an Autistic child who lives in the area. Motion carried.

Ald. Uzelac moved to close 5th Street from Vermont to Broadway on June 28th from 6:30 p.m. to 9:30 p.m. with barricades for County Clerk Ryan Niekamp. Motion carried.

Ald. Holtschlag moved the City Council adjourn and sit in Executive Session Executive/Closed Session pursuant to the Open Meetings Act under Personnel Matters 5ILCS 120/2 (c) (1) and Security Procedures/Security Threats 5 ILCS 120/2 (c) (8), seconded by Ald. Uzelac, and on a roll call the following vote resulted. Yeas: Ald. Fletcher, Entrup, Bauer, Mays, Freiburg, Farha, Sassen, Reis, Maples. Holtschlag. 10. Nays: Ald. Bergman, Rein, Mast. 3. Absent: Ald. Reis 1. Motion carried.

## CITY COUNCIL RECONVENED

After sitting in Executive/Closed Session pursuant to the Open Meetings Act under Security Procedures/Security Threats 5 ILCS 120/2 (c) (8), Ald. Mast moved the City Council reconvene and sit in regular session at 8:03 p.m. Motion carried.

## RESOLUTION AUTHORIZING EMERGENCY PAYMENT FOR CYBER SECURITY CONSULTING SERVICES

WHEREAS, the City of Quincy has been the victim of a cyber incident on or about May 7, 2022;

WHEREAS, the City of Quincy has experienced technical difficulties with its computer systems and operations;

WHEREAS, under section 2-7 of the purchasing code, the Director of Purchasing and Director of Administrative Services may authorize an emergency expenditure in excess of \$10,000.00, but must report such expense at the next regular meeting of the City Council;

WHEREAS, the City Council of the City of Quincy met on May 16, 2022, and during said meeting in closed session, the expenditures for services from MULLEN COUGHLIN, LLC, and KROLL ASSOCIATES, INC. were disclosed to the City Council; and

WHEREAS, to implement corrective action to hasten the restoration of City cyber services, an emergency payment of \$506,000.00 was made to Coveware, a subcontractor available to the City of Quincy pursuant to its contract with Kroll Associates, Inc., on May 19, 2022, for cyber security consulting services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council that the Emergency Purchase of cyber security consulting services from Coveware in the sum of \$506,000.00, is hereby approved.

Dated: May 23, 2022

Michael A. Troup, Mayor  
Laura Oakman, City Clerk

Ald. Uzelac moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on a roll call the following vote resulted. Yeas: Ald. Maples, Uzelac, Holtschlag, Fletcher, Entrup, Bauer, Mays, Freiburg, Farha, Sassen. 10. Nays: Ald. Bergman, Rein, Mast. 3. Absent: Ald. Reis 1. Motion carried.

## RESOLUTION ACKNOWLEDGING NOTIFICATION OF EMERGENCY PURCHASES AND SUPPORTING RETENTION OF MULLEN COUGHLIN, LLC, KROLL ASSOCIATES, INC. FOR INFORMATION SECURITY SERVICES AND CYBER CRYPTOCURRENCY AND RANSOMWARE NEGOTIATION SERVICES

WHEREAS, the City of Quincy has been the victim of a cyber incident on or about May 7, 2022;

WHEREAS, the City of Quincy has experienced technical difficulties with its computer systems and operations;

WHEREAS, under Section 2-7 of the purchasing code, the Director of Purchasing and Director of Administrative Services may authorize an emergency expenditure in excess of \$10,000.00, but must report such expense at the next regular meeting of the City Council;

WHEREAS, the City Council of the City of Quincy met on May 16, 2022, and during said meeting in closed session, the expenditures for services from MULLEN COUGHLIN, LLC, and KROLL ASSOCIATES, INC. were disclosed to the City Council; and

WHEREAS, it is in the best interest of the City of Quincy, its residents, and the general public that said Emergency Purchases be ratified by the City Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council that the Emergency Purchase of services from MULLEN COUGHLIN, LLC, and KROLL ASSOCIATES, INC., is hereby approved.

Dated: May 23, 2022

Michael A. Troup, Mayor  
Laura Oakman, City Clerk

Ald. Uzelac moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on a roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

The City Council adjourned at 8:07 p.m. on a motion of Ald. Holtschlag. Motion carried.

**LAURA OAKMAN**  
City Clerk



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AERONAUTICS COMMITTEE  
MEETING AGENDA

The regular meeting of the Aeronautics Committee will be held on **Wednesday June 1<sup>st</sup>, at 4:30 p.m. in Council Chambers at City Hall, 700 Maine Street Quincy, Illinois 62301.**

1. Call to Order
2. Approval of Minutes
3. Old Business
  - Recommendation of Lease with BlueHaven Café
4. Engineering Report
5. Airport Director's Report
  - Essential Air Service Update
  - Runway Construction Update
6. New Business
  - Recommendation of Contract with GateKeeper Systems, Inc. for Continued use of Airport Compliance Software
  - Recommendation of Admendment to Repackaging Agreement with Crawford, Murphy, and Tilly, Inc.
7. Public Comment
8. Adjournment





# CITY OF QUINCY

*Department of Utilities & Engineering*

## **A G E N D A**

### **Utilities Committee Meeting**

Thursday, June 2, 2022 - 4:00 p.m.

City Hall Conference Room #235

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1. Approval of Minutes
2. Public Comment (3 minute limit)
3. Old Business
4. Utility Fund Financial Update

5. New Business

*Water Fund*

- Chemical Bids
- Phase 3 Water Supply Improvement Project Bid Results
- Wisman Pump Station Control Panel
- Late Additions - Water

*Sewer Fund*

- WWTP Report
- Effluent Sampler Purchase
- Sludge Hauling Contract
- Late Additions - Sewer

6. Adjournment



## Utilities Committee Meeting Minutes May 5, 2022

The monthly meeting of the Utilities Committee was held at 4:00 p.m. on Thursday, May 5, 2022, in the Engineering Department Conference Room. Members present were Alderman Dave Bauer, Alderman Parker Freiburg, Alderman John Mast, and Dan Cook. Director of Utilities & Engineering Jeffrey Conte, Assistant Corporation Counsel Bruce Alford, Trampas Price, and Theresa Alford were also present. The meeting was called to order at 4:00 p.m.

### **Approval of Minutes**

Alderman Mast, seconded by Dan Cook, moved that the minutes from the April 7, 2022, meeting be approved as distributed.

### **Public Comment**

### **Utility Fund Financial Update**

The Water Fund ended the fiscal year with \$8.42 million in revenues and \$6.09 million in expenses. The fund had a net operating income of \$2.3 million and there is \$4.66 million in the reserve fund.

The Sewer Fund ended FY23 with \$6.5 million in revenues and \$4.07 million in expenses. The fund ended the fiscal year with a net operating income of \$2.5 million and \$5.1 million in the reserve fund.

### **New Business**

#### *Water Fund*

##### *Lead Service Lines*

Lead Service Line notification letters were mailed to approximately six (6) thousand water customers notifying them that they may have a lead water service line. Staff has been receiving calls inquiring about when lines will be replaced. Crews have replaced twenty (20) lead service lines since January 1<sup>st</sup>.

##### *Chemical Bids*

The City recently opened bids for the purchase of water treatment chemicals from May 1, 2022, through July 1, 2022. Bids are normally requested for an annual purchase price but were requested on a quarterly basis due to the current instability of the chemical and trucking markets. Based on average chemical dosing, there will be an overall chemical expense increase of 28.5% (\$175,000) over the current fiscal year.

Action: Accept low bids and send to City Council for approval with Committee recommendation.

Motion: Mast

Second: Freiburg

Motion Carried

*Residential Development Incentive Program*

Director of Planning and Development Chuck Bevelheimer was present to discuss a proposed incentive program for the development and construction of residential housing on approximately three hundred (300) vacant lots west of 12<sup>th</sup> Street. Administration proposes waiving water and sewer connection fees as an incentive to perspective developers and the City will reimburse the Water and Sewer Funds with ARP funding. The Committee proposes the following:

- Limit the development area to west of 12<sup>th</sup> Street, Locust to Harrison Streets.
- Cap incentive at \$10,000 for sewer and \$5,000 for water.
- Incentives sunset in 2024 (coincides with end of ARP funding).

Action: Committee approval with proposed program stipulations.

Motion: Mast                      Second: Cook                      Motion Carried

*Water Meter Supplies Purchase*

The Department requires the purchase of fifteen (15) 6" gate valves for the replacement and installation of 6" commercial water meters. Core and Main quoted the \$12,300 for the purchase of the gate valves.

Action: Send to City Council with Committee recommendation for approval.

Motion: Mast                      Second: Cook                      Motion Carried

*Sewer Fund*

*Waste Water Treatment Plant Report*

Trampas Price was in attendance to present the monthly report.

*Ellington Road Lift Station*

Only one (1) of three (3) pumps is currently operational at this lift station. Conte is looking at replacing the entire station as the design of the current station is unsafe.

*Solar Farm*

Klingner and Associates has submitted a proposal in the amount of \$27,500 to provide assistance with the selection of a partner for the development of solar farms at the Waste Water Treatment Plant, Reservoir, and Central Fire Station.

Action: Send to City Council with Committee recommendation for approval.

Motion: Cook                      Second: Mast                      Motion Carried

**Adjournment**

With no other items to discuss, the meeting was adjourned on a motion by Alderman Mast, seconded by Alderman Freiburg.

Respectfully submitted,

Jeffrey Conte, P.E.  
Director of Utilities & Engineering  
May 24, 2022