

Sharon K. Williams, District 1
Junior Watkins, District 2
Betty Duncan, District 3
Chairperson-Andrew A. Rand, District 4
Brandy Bryant, District 5
Eden S. Blair, District 6
James C. Dillon, District 7
Phillip Salzer, District 8
Kathrin Pastucha, District 9



Andrew A. Rand - Chairperson
Rachael Parker - County Clerk

Robert Reneau, District 10
Linda Daley, District 11
Rachel Reliford, District 12
Vice-Chairperson-James T. Fennell, District 13
Brian Elsasser, District 14
Steven Rieker, District 15
Matthew Windish, District 16
Jennifer Groves Allison, District 17
Paul Rosenbohm, District 18

PEORIA COUNTY BOARD
MEETING AGENDA
Thursday, August 11, 2022
6:00 PM

County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.gov

CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK

- I. LOTTERY TO DETERMINE TERM LENGTHS OF COUNTY BOARD MEMBERS
- II. APPROVAL OF MINUTES
 - Approval of July 14, 2022 County Board Meeting Minutes
- III. PROCLAMATIONS AND PRESENTATIONS
 - A proclamation recognizing Sandra Burke for her service on the Peoria County Board of Election Commissioners
 - Notification of Sale of \$19,070,000.00 General Obligation Refunding Bonds, Series 2022
 - Report from External Auditor
- IV. CITIZENS' REMARKS
 - Individuals wishing to give public comment are asked to fill out a form upon arrival at the board meeting. Five minutes is allocated per person wishing to speak, with a maximum allotted time of 30 minutes. Members of the public should observe social distancing as they are able.
 - Peoria County Board meetings are livestreamed and may be watched remotely. Comments on these platforms will not be added to the record.
 - Facebook: <https://www.facebook.com/peoriacountygov>
 - YouTube: <https://www.youtube.com/channel/UC-qaAdj6tz1xqi3odzEoMIQ>
- V. CONSENT AGENDA *(including reports to be filed)*
 - C1. The Treasurer report consisting of the Bank and CD's Portfolio for the month of June 2022 and Revenue & Expenditure Reports for the month of May 2022.
 - C2. The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.



- C3. A resolution (item 2 reconveyance; items 3, 5-31 conveyances; item 4 surrender) from the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from August 11, 2022, and any transaction between the parties involved not occurring within this period shall be null and void.
- C4. A resolution from your Ways and Means Committee recommending approval a budget amendment in the amount of \$8,374.00 to the FY 2022 Peoria County Election Commission budget for expenditures incurred and revenues gained by reimbursements from an Illinois State Board of Elections (ISBE) Elections Security Grant.
- C5. A resolution from your County Operations Committee recommending approval of an additional appropriation in the amount of \$7,000.00 to the PCAPS fund for expenses related to the purchase and installation of an industrial dryer.
- C6. A resolution from your Infrastructure Committee recommending approval of the lowest responsible bid of Stark Excavating, Bloomington, IL, in the amount of \$211,800.00 for erosion repairs to the detention basin outflow at the former Heddington Oaks facility.
- C7. A resolution from your Infrastructure Committee recommending approval of a Construction Engineering Services Agreement with Maurer-Stutz, Inc., Peoria, IL, for erosion repairs at the former Heddington Oaks facility, at a cost not to exceed \$20,000.00.
- C8. Chairman Appointments

VI. ZONING ORDINANCE AND RESOLUTIONS

- 1. Case #ZBA-2022-029, Petition of Jason Talley. A Rezoning request from "I-1" Light Industrial to "R-2" Medium Density Residential. The petitioner proposes to rezone 0.60 acres in order to combine additional property with his adjacent parcels. The parcel is located in Princeville Township. The Zoning Board of Appeals recommends approval. The Land Use Committee concurs.
- 2. A resolution from your Executive Committee recommending approval of a Referendum question for the November 8, 2022 General Election to eliminate the Office of County Auditor.
- 3. A resolution from your Public Safety and Justice Committee recommending approval of SFY23 Illinois Department of Human Services (IDHS) Grant for the Peoria County Visitation Center and an amendment to the Neutral Site Custody and Exchange Fund FY22 budget in the amount of \$38,000.00. *(Pending Committee Approval)*
- 4. A resolution from your Public Safety and Justice Committee recommending approval of the annual salary of the Public Defender of Peoria County in the amount of \$169,878.39, effective July 1, 2022. *(Pending Committee Approval)*



5. SUSPENSION OF RULES

6. A Proclamation extending the Declaration of Emergency due to COVID-19 in Peoria County, Illinois.

VII. MISCELLANEOUS AND ANNOUNCEMENTS

VIII. ADJOURNMENT

Sharon K. Williams, District 1
Junior Watkins, District 2
Betty Duncan, District 3
Chairperson-Andrew A. Rand, District 4
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Eden S. Blair, District 6
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**PEORIA COUNTY BOARD
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Thursday, July 14, 2022
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**CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK**

Attendance was taken with the Roll Call-Pro voting system, and the following members of the Board were present: Members Blair, Daley, Dillon, Duncan, Elsasser, Fennell, Groves Allison, Pastucha, Rand, Reliford, Reneau, Rieker, Rosenbohm, Salzer, Watkins, Williams, and Windish, with Member Bryant absent.

I. APPROVAL OF MINUTES

- Approval of June 9, 2022 County Board Meeting Minutes
- Approval of June 21, 2022 Special County Board Meeting Minutes

Member Groves Allison moved for approval of the minutes and Member Daley seconded. The minutes were approved by a unanimous roll call vote of 17 ayes.

II. PROCLAMATIONS & PRESENTATIONS

- A proclamation recognizing Illinois Valley Central High School junior David Russell for his first place finish in the IHSA Class 2A discus state championship.
- A proclamation recognizing Richwoods High School Marine Corps Junior Reserve Officers' Training Corp on their national 1st and 3rd place finishes in the Marine Corps JROTC Physical Fitness Competition.

III. CITIZENS' REMARKS

There were no citizens' remarks.

IV. CONSENT AGENDA (including reports to be filed)

C1. The Treasurer report consisting of the Bank and CD's Portfolio for the month of May 2022 and Revenue & Expenditure Reports for the month of April 2022.

C2. The Auditor's report of expenditures from Accounts Payable system is



accessible at www.peoriacounty.org/auditor/transparency.

- C3.** A resolution from your Finance, Audit, and Legislative Committee recommending approval of a contractual agreement with Matt Werner Consulting for professional services to resolve outstanding Medicaid balances related to Heddington Oaks, in an amount not to exceed \$42,000.00.
- C4.** A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement between Peoria County, Peoria County Sheriff, and the Metropolitan Airport Authority of Peoria for dedicated police services, effective March 1, 2022 through February 28, 2027.
- C5.** A resolution from your Public Safety and Justice Committee recommending approval of an Intergovernmental Agreement between Peoria County, Peoria County Sheriff, and Dunlap Unit School District 323 for on-site police services, effective August 15, 2022 through May 23, 2025.
- C6.** A resolution from your Public Safety and Justice Committee recommending approval of a Sponsored Research Agreement with Illinois State University for the professional evaluation of the Peoria County Problem-Solving Courts, in an amount not to exceed \$28,145.00.
- C7.** A resolution from your Land Use Committee recommending approval of the most responsible low bid of Jimax Group, Peoria, IL, for the demolition of six (6) unsafe structures located in unincorporated Peoria County, in an amount of \$77,093.53.
- C8.** A resolution from your Land Use Committee recommending approval of amendments to Chapter 12, Building and Property Maintenance Code, Appendix A, Building Permit Fee Schedule, of the Peoria County Code.
- C9.** A resolution from your County Operations Committee recommending approval of the most responsive bid of Janus Associates, Stamford, CT, to perform an IT Security Risk Assessment of Peoria County's IT Infrastructure, in an amount not to exceed \$71,123.00.
- C10.** A resolution from your Infrastructure Committee recommending approval of a contract with Dewberry, Peoria, IL, for architecture and engineering services for renovation to the IT Services and Public Defenders Departments at the Peoria County Courthouse.
- C11.** A resolution from your Infrastructure Committee recommending approval of the lowest responsible bid of R.A. Cullinan, a Division of UCM, Tremont, IL, for the resurfacing of Cedar Hills Drive, in the amount of \$987,412.78.
- C12.** A resolution from your Infrastructure Committee recommending approval of a Construction Engineering Agreement with Hermann & Associates, LLC, Peoria Heights, IL, for the resurfacing of Cedar Hills Drive, at a cost not to exceed \$41,665.00.
- C13.** A resolution from your Infrastructure Committee recommending approval of a



supplemental appropriation in the amount of \$1,300,000.00 from the County Motor Fuel Tax Fund for the reconstruction of Glen Avenue.

C14. A resolution from your Infrastructure Committee recommending approval of an amendment to the Local Agency Agreement with the State of Illinois, transferring funding from construction into construction engineering for the bridge replacement project on Brimfield Jubilee Road.

C15. A resolution from your Infrastructure Committee recommending approval of the FY2023 Peoria-Pekin Urbanized Area Transportation Study (PPUATS) Annual Agreement and Motor Fuel Tax Appropriation.

C16. A resolution from your Infrastructure Committee recommending approval of an Intergovernmental Agreement with the City of Peoria for the City of Peoria to perform pavement marking installations and traffic signal maintenance for the County of Peoria.

C17. Chairman Appointments

Member Fennell moved to approve the Consent Agenda and Member Reliford seconded. Member Rieker asked to pull Item C6. The Consent Agenda, except for Item C6, was approved by a unanimous roll call vote of 17 ayes.

C6. A resolution from your Public Safety and Justice Committee recommending approval of a Sponsored Research Agreement with Illinois State University for the professional evaluation of the Peoria County Problem-Solving Courts, in an amount not to exceed \$28,145.00.

Member Rieker moved to approve Item C6 and Member Rosenbohm seconded. Member Rieker explained he wanted to pull the Item because the original packet was incomplete. He said the additional materials for exhibits A, B, and C have been added to the packet. He asked for an explanation of the program. Mark Bronke, Director of Probation and Court Services, detailed the evaluation process for the four Problem-Solving Courts. Mr. Bronke stated the evaluation will consist of looking at entry into each of the Courts. He said the scope of work will include a full examination of the Courts over a calendar year and interviews with probation officers, Judges, service providers, and clients. The resolution passed by a unanimous roll call vote of 17 ayes.

V. ZONING ORDINANCE AND RESOLUTIONS

1. Appointment of Christopher M. Watkins as Peoria County Sheriff.

Member Rosenbohm moved to approve the appointment and Member Dillon seconded. Mr. Watkins thanked the Board and said he looks forward to working with them in the future. He acknowledged his family and team at the Sheriff's office. Member Blair congratulated Mr. Watkins and remarked the Board is there to help him to the best of their ability. Member Dillon thanked Mr. Watkins' family for allowing him to take this step for the County. Member Rieker mentioned he looks forward to working together to address the needs of the community. Member Daley extended her congratulations. Member Elsasser stressed that Mr. Watkins has the most important task in a unit of government, protecting the people. The appointment was approved by a unanimous roll call vote of 17 ayes.



2. A resolution from your Public Safety and Justice Committee recommending approval of the SFY2023 Adult Redeploy Grant Agreement with the Illinois Criminal Justice Information Authority in the amount of \$282,574.00.

Member Rosenbohm moved to approve the resolution and Member Rieker seconded. Member Rosenbohm asked Mr. Bronke to discuss the grant. Mr. Bronke summarized the purpose of the redeploy program is to help reduce the incarceration of non-violent offenders. He stated this program also employs two and a half of his staff members. He noted the program sees approximately 36 new clients each year and approximately 65% complete the program. He discussed the average cost of incarceration and how much taxpayers save because of this program. Member Rieker asked if the probation staff members could be recognized for their work. Mr. Bronke introduced his staff who work on the redeploy program and thanked them for their efforts. Member Elsasser expressed appreciation for everything they do. Member Rosenbohm emphasized the 65% completion rate may not seem very high, but it's actually a great success rate and saves the taxpayers a lot of money. The resolution passed by a unanimous roll call vote of 17 ayes.

3. A resolution from your County Administrator and Chairman of County Operations Committee recommending approval to settle Worker's Compensation Case Number 010015-006111-WC-01 in an amount not to exceed \$79,758.00. *(Poll Vote per Rules of Order, Article V, Section 18C)*

Member Reneau moved to approve the resolution and Member Daley seconded. Member Dillon asked which department this involves. Member Reneau reported it involves the Juvenile Detention Center. The resolution passed by a unanimous roll call vote of 17 ayes.

4. A resolution from your County Health Committee recommending approval of a Project Labor Agreement for the construction of a new Health and Human Services Campus. *(Pending Committee Approval)*

Member Duncan moved to approve the resolution and Member Blair seconded. Member Williams stated she will be abstaining because it is her employer. Scott Sorrel, County Administrator, declared the agreement is a practice that the County has done for large capital projects in the past. He detailed the agreement ensures the unions provide the labor necessary to complete the project, protects against work stoppages, manages disputes, and codifies the workforce participation goals. The resolution passed by a roll call vote of 15 ayes and 2 abstentions, with Members Dillon and Williams abstaining.

5. An Amended Ordinance from your Finance, Audit, and Legislative Affairs Committee authorizing the issue of not to exceed \$42,000,000.00 General Obligation Alternate Bonds of the County, to authorize the sale of said Bonds pursuant to a private placement and making other related changes. *(Pending Committee Approval)*

Member Fennell moved to approve the ordinance and Member Salzer seconded. Mr. Sorrel reported the cost of borrowing was lowered because the County's credit rating was upgraded. He explained this amendment gives the County flexibility. Member Fennell expressed the Board's goal was to sell Heddington Oaks without incurring any extra cost to the public. He commented that it appears the bonds will be paid off with the sale of the building, money from the general fund, and a levy from the County. Member Rieker asked when the bonds would be put out for bid. Mr. Sorrel specified the buyer would have a hearing on Tuesday. He said they would go to the bond market next week and close on the bonds in early August. The ordinance passed by a unanimous roll call vote of 17 ayes.



6. SUSPENSION OF RULES

Member Blair moved to suspend the rules and Member Pastucha seconded. The motion passed by a roll call vote of 16 ayes and 1 nay, with Member Windish voting nay.

7. A Proclamation extending the Declaration of Emergency due to COVID-19 in Peoria County, Illinois.

Member Fennell moved to approve the resolution and Member Pastucha seconded. The resolution passed by a roll call vote of 13 ayes and 4 nays, with Members Elsasser, Reliford, Rosenbohm, and Windish voting nay.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

Rachael Parker, County Clerk, introduced the new Chief Deputy Clerk Brooke Sommerville. Chairman Rand welcomed Ms. Sommerville and stated he looks forward to working with her.

Member Reneau mentioned the meeting was a happy one for him. He conveyed he was happy to recognize a youth group that does great things nationwide, appoint a very qualified candidate as Sheriff, and be involved in the unveiling of a new bus with the Center for Prevention of Abuse. He wished the previous Sheriff well and thanked him for everything he did for the County.

Member Groves Allison commended the Election Commission for getting through the Primary Election using new voting equipment. She said she did not hear any complaints and thought everything ran smoothly.

Member Fennell thanked Ms. Parker for attempting to fix the issue with the screen from the last Board meeting.

Member Dillon noted that Peoria is known as being a generous town and he believed that tradition has continued. He brought up a national news story about AMT donating an ambulance to Ukraine.

Member Salzer announced that the 73rd Annual Heart of Illinois Fair begins next week. He mentioned all Board members and elected County officials are invited. He stressed it's a great opportunity to meet members of this community and others. Chairman Rand and Member Elsasser thanked Member Salzer for being an advocate for the local fair.

VII. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.



PROCLAMATION

WHEREAS, the Peoria County Board and Chief Judge of the Tenth Judicial Circuit wishes to thank Sandra Burke for her dedication and longtime service to the Peoria County Board of Election Commissioners on the occasion of her retirement from the Election Commission; and

WHEREAS, Sandra Burke was appointed to serve as an Election Commissioner of the Peoria County Board of Election Commissioners in 2018; and

WHEREAS, she served in multiple leadership roles on the Election Commission, including being elected Secretary and Treasurer during her tenure; and

WHEREAS, Sandra Burke displayed the highest ideals of public service with respect to her service on the Election Commission, as well as in other areas of her personal and professional life; and

WHEREAS, Sandra Burke has served our community through her extensive work in the field of education, including at Peoria Public Schools, Head Start, and Illinois Central College; and

WHEREAS, she was inducted into the African American Hall of Fame and received numerous recognitions, including 25 Women In Leadership, YWCA Leadership Award, and Omega Psi Phi Fraternity, Theta XI Chapter Citizen of the Year Award, and

WHEREAS, Sandra Burke has given of her time and talent over the years to serve on numerous boards, including the Heartland Community Clinic, Boys and Girls Club, Upgrade Corporation, George Washington Carver Community Center, Community Foundation, and the YWCA; and

WHEREAS, Sandra Burke has a strong commitment to her family, which includes 10 grandchildren and 1 great-grandchild. She is also happily celebrating her 50th Wedding Anniversary this year.

NOW THEREFORE WE, Andrew A. Rand, Chairman of the Peoria County Board, and Katherine S. Gorman, Chief Judge of the Tenth Judicial Circuit, on behalf of the County Board and Peoria County Board of Election Commissioners, do hereby recognize the significant contribution of Sandra Burke's time, effort, and expertise through her service as a Commissioner of the Peoria County Board of Election Commissioners for the past four years.

Dated this 11th day of August, A.D., 2022

Andrew A. Rand
PEORIA COUNTY BOARD CHAIRMAN

Katherine S. Gorman
TENTH JUDICIAL CIRCUIT CHIEF JUDGE

Rachael Parker
PEORIA COUNTY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

**NOTIFICATION OF SALE OF
GENERAL OBLIGATION REFUNDING BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2022**

To: The County Board of The County of Peoria, Illinois

 Please be advised that responsive to authority contained in an ordinance adopted by the County Board (the “*Board*”) of The County of Peoria, Illinois (the “*County*”), on the 9th day of June, 2022, and being entitled:

AN ORDINANCE providing for the issue of not to exceed \$42,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, of The County of Peoria, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds, the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, authorizing the sale of said bonds to the purchasers thereof and providing for the execution of an escrow agreement in connection with such issuance.

, as amended by an ordinance adopted by the Board on the 14th day of July, 2022 (the “*Bond Ordinance*”), a contract for the purchase of \$19,070,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022 (the “*Bonds*”), of the County was awarded by the undersigned Chairman of the Board, County Administrator, and Chair of the Ways and Means Committee of the Board, as the “Designated Representative” of the County under the Bond Ordinance, on the date hereof to the purchasers thereof, namely, Mesirow Financial, Inc., and Robert W. Baird & Co. Incorporated at a price of \$21,635,093.30, and in the aggregate not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount).

 The Bond registrar and paying agent for the Bonds shall be U.S. Bank Trust Company, National Association, Chicago, Illinois (the “*Bond Registrar*”). The proceeds of the Bonds shall

be deposited with U.S. Bank Trust Company, National Association, Chicago, Illinois, as Prior Paying Agent for the Refunded Bonds, as each is defined in the Bond Ordinance.

The Bonds shall be issued in an aggregate principal amount of \$19,070,000, shall be dated August 11, 2022, and shall become due and payable serially (subject to prior redemption as hereinafter stated) on December 15 of the years, in the amounts and bearing interest at the rate per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE
2023	\$ 635,000	5.00%
2024	670,000	5.00%
2025	700,000	5.00%
2026	735,000	5.00%
2027	775,000	5.00%
2028	810,000	5.00%
2029	850,000	5.00%
2030	895,000	5.00%
2031	940,000	5.00%
2032	985,000	5.00%
2033	1,035,000	5.00%
2034	1,085,000	5.00%
2035	1,140,000	5.00%
2036	1,200,000	5.00%
2037	1,260,000	5.00%
2038	1,320,000	5.00%
2039	1,390,000	5.00%
2040	1,455,000	5.00%
2041	1,190,000	5.00%

The first interest payment date on the Bonds shall be December 15, 2022.

The Bonds due on or after December 15, 2033, are subject to redemption prior to maturity at the option of the County from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the County (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 15, 2032, and on

any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

Please be further advised that the Refunded Bonds are being called for redemption prior to maturity on August 21, 2022, the same being within 90 days of the date of the issuance of the Bonds.

Please be further advised that the undersigned do hereby find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed 6.00% per annum, and that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the contract for the purchase and sale of the Bonds.

Please be further advised that Section 11 of the Bond Ordinance provides for a direct annual tax in and for each of the years 2022 to 2051, inclusive, to pay the interest on the Bonds promptly when and as the same falls due and to pay and discharge the principal thereof at maturity.

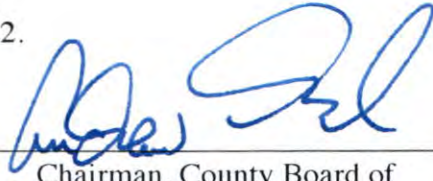
Please be further advised that the Bonds were sold on terms resulting in a final schedule of taxes levied, to be abated and to be extended as follows:

YEAR OF LEVY	TAX LEVIED IN BOND ORDINANCE	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2022	\$1,611,000.00	\$22,500.00	\$1,588,500.00
2023	1,611,000.00	19,250.00	1,591,750.00
2024	1,611,000.00	22,750.00	1,588,250.00
2025	1,611,000.00	22,750.00	1,588,250.00
2026	1,611,000.00	19,500.00	1,591,500.00
2027	1,611,000.00	23,250.00	1,587,750.00
2028	1,611,000.00	23,750.00	1,587,250.00
2029	1,611,000.00	21,250.00	1,589,750.00
2030	1,611,000.00	21,000.00	1,590,000.00
2031	1,611,000.00	23,000.00	1,588,000.00
2032	1,611,000.00	22,250.00	1,588,750.00
2033	1,611,000.00	24,000.00	1,587,000.00
2034	1,611,000.00	23,250.00	1,587,750.00
2035	1,611,000.00	20,250.00	1,590,750.00
2036	1,611,000.00	20,250.00	1,590,750.00
2037	1,611,000.00	23,250.00	1,587,750.00
2038	1,611,000.00	19,250.00	1,591,750.00
2039	1,611,000.00	23,750.00	1,587,250.00
2040	1,611,000.00	361,500.00	1,249,500.00
2041	1,611,000.00	1,611,000.00	0.00
2042	1,611,000.00	1,611,000.00	0.00
2043	1,611,000.00	1,611,000.00	0.00
2044	1,611,000.00	1,611,000.00	0.00
2045	1,611,000.00	1,611,000.00	0.00
2046	1,611,000.00	1,611,000.00	0.00
2047	1,611,000.00	1,611,000.00	0.00
2048	1,611,000.00	1,611,000.00	0.00
2049	1,611,000.00	1,611,000.00	0.00
2050	1,611,000.00	1,611,000.00	0.00
2051	1,611,000.00	1,611,000.00	0.00

It is hereby found and determined that all of the provisions of the Bond Ordinance related to this Bond Notification have been fully and completely satisfied in all respects whatsoever.

Finally please be advised that this Bond Notification shall be entered into the records of the County and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 21st day of July, 2022.



Chairman, County Board of
The County of Peoria, Illinois



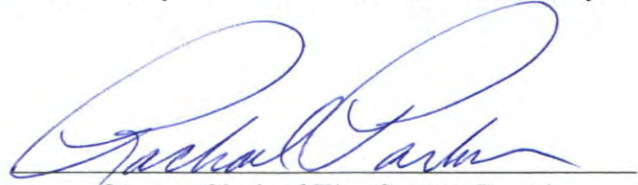
County Administrator



Chair, Ways and Means Committee,
County Board of
The County of Peoria, Illinois

ACKNOWLEDGMENT OF FILING

Filed in the office of the County Clerk of The County of Peoria, Illinois, this 2nd day of August, 2022.



County Clerk of The County Board
The County of Peoria, Illinois

(Seal)



County of Peoria, Illinois
Bank Account Portfolio
As of June 30, 2022

Account Name	Account Balance		Variance		Interest	Notes
	Current Month	Prior Month	Amount	Percent	Amount	
Accounts at Illinois National Bank						
* Payroll	0	0	0			S,C
* Juror's Payroll	0	0	0			C
* Peoria County Employee Benefit Plan	0	0	0			C
* Peoria County Flex Spending Acct	0	0	0			C
County Collector	3,795,143	36,300,908	-32,505,765	-89.55%	29,451	S
Operating	15,823,538	17,549,849	-1,726,311	-9.84%	12,889	S
Peoria County Forfeiture - State	422,184	421,167	1,017	0.24%	236	S
Peoria County Forfeiture - Federal	17,948	17,948	0	0.00%		C
Emergency Telephone System-E911	6,189,138	5,362,115	827,023	15.42%	3,198	S
Trust & Condemnation	37,680	37,480	200	0.53%		D
County Motor Fuel	10,233,003	9,989,194	243,809	2.44%	5,700	S
Township Bridge	534,464	534,165	299	0.06%	299	S
Township Motor Fuel	3,134,918	3,027,210	107,708	3.56%	1,749	S
CDAP	717,460	717,058	402	0.06%	402	S
* VSP - HRA	0	0	0			C
Clearing Account	0	0	0			C
Abandoned Property Program	3,100	3,100	0	0.00%		C
Rural Transportation	13,077	13,075	2	0.01%	2	C
Total Accounts at Illinois National Bank	40,921,653	73,973,269	-33,051,616	-44.68%	53,926	
Accounts at Morton Community Bank						
** Capital Improvement	0	0	0			M
Operating - Investment	54,293,490	42,263,618	29,872	0.07%	29,872	ICS
County Motor Fuel - Investment	4,328,514	4,325,503	3,011	0.07%	3,011	ICS
ARPA	34,834,183	17,420,894	11,579	0.07%	11,579	SPF
Total Accounts at Morton Community Bank	93,456,187	64,010,015	44,462	0.07%	44,462	
Accounts at Commerce Bank						
General Investment Acct	4,933,790	4,968,329	-34,538	-0.70%	-34,538	MI

- * -0- Balance Accounts
- ** Account Closed and moved to INB

Notes C = Clearing Account Only
S = Sweep Account
D = Disbursed via Court Orders
N/A = Current month information not yet rec'd
M = Money Market Account
ICS = Insured Cash Sweep
MI = Mixed Investment Acct
SPF = Snow Public Funds

County of Peoria, Illinois
Certificate of Deposit Portfolio
As of June 30, 2022

	<u>Investment Amount</u>	<u>Purchased Date</u>	<u>Maturity Date</u>	<u>Term (Months)</u>	<u>Interest Rate</u>
<u>Morton Community Bank</u>					
030 Employee Health Fund	400,000	1/5/22	1/5/23	12	0.47%
Total for Bank	400,000				
<u>Commerce Bank</u>					
081 County Health-TB Fund	202,913	2/25/22	2/23/23	12	1.03%
Total for Bank	202,913				
<u>Princeville State Bank</u>					
030 Employee Health Fund	400,000	7/1/21	7/1/22	12	0.25%
081 County Health Fund	500,000	7/1/21	7/1/22	12	0.25%
030 Employee Health Fund	1,000,000	8/13/21	2/13/23	18	0.30%
Total for Bank	1,900,000				
<u>Integrity Bank : Bank of Farmington</u>					
030 Employee Health Fund	1,000,000	11/12/21	5/12/23	18	0.45%
030 Employee Health Fund	400,000	1/13/22	1/13/23	12	0.35%
Total for Bank	1,400,000				
<u>Recap by Fund:</u>					
030 County Health & TB Fund	702,913				
081 Employee Health Fund	3,200,000				
11010 Total Certificate of Deposits	3,902,913				
Total Banks	3,902,913				
Difference	0				

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FUND TYPE-1 GENERAL

2ND SUBT-	TITLE	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/BUD
31001	PROPERTY TAXES	6,681,065.00	.00	.00	.00	6,681,065.00	.00
31401	OTHER TAXES	750,000.00	.00	.00	.00	750,000.00	.00
32209	BUILDING/ZONING PERMITS	350,000.00	25,094.08	.00	87,684.30	262,315.70	25.05
32219	MARRIAGE LICENSES	84,000.00	7,630.00	.00	25,340.00	58,660.00	30.17
32221	LICENSES/PERMITS	991,700.00	87,164.00	.00	412,690.58	579,009.42	41.61
33110	FEDERAL GRANT	60,000.00	.00	.00	.00	60,000.00	.00
33350	STATE REVENUE	1,627,960.00	94,672.26	.00	529,020.79	1,098,939.21	32.50
33509	INCOME TAX	7,900,830.00	2,508,262.81	.00	9,104,794.08	-1,203,964.08	115.24
33529	STATE REIMBURSEMENT-SALA	1,915,730.00	149,003.60	.00	767,928.41	1,147,801.59	40.09
33540	INTERGOVERNMENTAL REVENU	268,902.00	3,845.61	.00	189,054.90	79,847.10	70.31
33900	SALES TAXES	15,385,295.00	1,037,574.66	.00	6,306,501.55	9,078,793.45	40.99
34050	POLICE PROTECTION CTRCT	1,700,000.00	141,753.44	.00	743,969.80	956,030.20	43.76
34060	ANIMAL PROTECT CONTRACT	340,000.00	375.00	.00	87,303.15	252,696.85	25.68
34110	FEES AND CHARGES	3,226,500.00	260,615.74	.00	1,298,770.52	1,927,729.48	40.25
34150	REVENUE STAMPS	360,000.00	46,294.75	.00	190,765.25	169,234.75	52.99
34171	WARRANTS SERVICE	185,000.00	15,056.38	.00	81,206.02	103,793.98	43.90
34190	DETENTION CHARGE FEDERAL	1,314,000.00	98,600.00	.00	488,325.00	825,675.00	37.16
34194	RENT-BUILDING	173,820.00	13,484.98	.00	79,424.90	94,395.10	45.69
34240	COURT SECURITY FEES	295,000.00	21,312.62	.00	106,331.14	188,668.86	36.04
34400	IMPOUND	5,000.00	780.00	.00	2,570.00	2,430.00	51.40
34401	ADOPTION	65,000.00	4,723.00	.00	32,356.00	32,644.00	49.78
34650	CHARGES FOR SERVICES	2,036,005.00	100,169.72	.00	578,303.72	1,457,701.28	28.40
35110	COURT FINES	405,000.00	25,931.22	.00	146,444.90	258,555.10	36.16
35120	FINES FOR COURT USAGE	166,000.00	13,441.63	.00	64,859.96	101,140.04	39.07
35140	REDEMPTION	33,000.00	4,080.00	.00	18,650.00	14,350.00	56.52
35910	INTEREST	18,900.00	10,775.28	.00	30,181.46	-11,281.46	159.69
36001	MISCELLANEOUS REVENUES	1,024,482.00	89,002.84	.00	502,994.40	521,487.60	49.10
37500	ASSET DISPOSAL PROCEEDS	18,000.00	465.00	.00	1,670.00	16,330.00	9.28
42000	TRANSFER IN	557,175.00	9,297.92	.00	47,216.18	509,958.82	8.47
TOTAL	GENERAL	47,938,364.00	4,769,406.54	.00	21,924,357.01	26,014,006.99	45.73

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1ST SUBTOTAL-51000 PERSONNEL EXPENSES

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51030	FULL-TIME EMPLOYEES	36,291,410.00	2,418,557.67	14,062,404.50	11,660,507.55	10,568,497.95	70.88
51032	PERSONAL SERVICES	5,898,355.00	485,973.42	768,245.71	2,281,431.99	2,848,677.30	51.70
51240	MEDICAL/HEALTH BENEFITS	7,242,665.00	425,586.04	1,760,772.50	2,182,769.59	3,299,122.91	54.45
51500	IMRF\FICA	7,340,425.00	466,327.92	1,108,247.10	2,510,061.45	3,722,116.45	49.29
51750	MEDICAL CLAIMS	6,069,600.00	539,984.21	.00	2,156,293.67	3,913,306.33	35.53
51760	PRESCRIPTION DRUGS	1,354,000.00	68,207.86	.00	464,925.16	889,074.84	34.34
51800	UNEMPLOYMENT CLAIMS	75,000.00	.00	.00	31,584.56	43,415.44	42.11
51810	WORKER'S COMP CLAIMS	463,500.00	.00	.00	103,113.28	360,386.72	22.25
	TOTAL PERSONNEL EXPENSES	64,734,955.00	4,404,637.12	17,699,669.81	21,390,687.25	25,644,597.94	60.39

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FUND TYPE-2 SPECIAL REVENUE

2ND SUBT-	TITLE	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001	PROPERTY TAXES	16,240,120.00	.00	.00	.00	16,240,120.00	.00
32129	FOOD LICENSES	585,000.00	22,935.00	.00	564,296.00	20,704.00	96.46
32221	LICENSES/PERMITS	27,500.00	3,175.00	.00	11,350.00	16,150.00	41.27
33110	FEDERAL GRANT	6,937,865.00	129,395.80	.00	393,451.10	6,544,413.90	5.67
33350	STATE REVENUE	6,484,875.00	365,049.87	.00	2,087,361.67	4,397,513.33	32.19
33509	INCOME TAX	1,567,900.00	1,011,163.48	.00	2,893,055.24	-1,325,155.24	184.52
33525	MOTOR FUEL TAX ALLOTMENT	4,930,000.00	438,756.87	.00	2,056,828.01	2,873,171.99	41.72
33529	STATE REIMBURSEMENT-SALA	2,065,750.00	131,654.09	.00	661,335.57	1,404,414.43	32.01
33540	INTERGOVERNMENTAL REVENU	456,495.00	.00	.00	12,187.06	444,307.94	2.67
34110	FEES AND CHARGES	245,500.00	21,967.79	.00	83,751.19	161,748.81	34.11
34194	RENT-BUILDING	31,000.00	1,750.00	.00	18,750.00	12,250.00	60.48
34220	FLEET MAINTENANCE FEES	699,480.00	58,265.00	.00	291,625.00	407,855.00	41.69
34230	BIRTH AND DEATH FEES	260,000.00	20,598.00	.00	122,364.50	137,635.50	47.06
34260	WASTE DISPOSAL SURCHARGE	200,000.00	18,586.79	.00	76,670.28	123,329.72	38.34
34620	PATIENT INCOME-PUBLIC AI	475,000.00	53,691.29	.00	170,319.34	304,680.66	35.86
34630	PATIENT INCOME-PRIVATE	62,500.00	3,854.05	.00	8,829.54	53,670.46	14.13
34650	CHARGES FOR SERVICES	5,015,665.00	194,410.95	.00	1,259,047.43	3,756,617.57	25.10
35125	RESTITUTION	.00	255.00	.00	10,826.31	-10,826.31	.00
35910	INTEREST	86,445.00	20,368.35	.00	-59,296.34	145,741.34	-68.59
36001	MISCELLANEOUS REVENUES	588,050.00	29,754.35	.00	79,795.77	508,254.23	13.57
37500	ASSET DISPOSAL PROCEEDS	.00	.00	.00	62,966.98	-62,966.98	.00
42000	TRANSFER IN	1,605,700.00	129,166.70	.00	645,833.50	959,866.50	40.22
TOTAL	SPECIAL REVENUE	48,564,845.00	2,654,798.38	.00	11,451,348.15	37,113,496.85	23.58

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1ST SUBTOTAL-52000 COMMODITIES EXPENSES

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
52000	COMMODITIES EXPENSES	83,214.00	11,328.22	58,618.41	23,097.97	1,497.62	98.20
52040	FOOD	540,900.00	60,365.28	.00	264,782.99	276,117.01	48.95
52090	MAINTENANCE SUPPLIES	647,342.00	55,472.83	1,242.00	280,381.55	365,718.45	43.50
52100	GAS AND OIL PRODUCTS	571,400.00	90,262.14	.00	359,646.80	211,753.20	62.94
52120	EMERGENCY RELIEF	25,000.00	1,350.00	.00	1,350.00	23,650.00	5.40
52200	COMMODITIES	6,175,337.00	424,525.79	189,310.89	1,635,582.05	4,350,444.06	29.55
	TOTAL COMMODITIES EXPENSES	8,043,193.00	643,304.26	249,171.30	2,564,841.36	5,229,180.34	34.99

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FUND TYPE-3 DEBT SERVICE

2ND SUBT- - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
35910	INTEREST	3,500.00	752.32	.00	1,956.13	1,543.87	55.89
42000	TRANSFER IN	2,668,250.00	262,404.17	.00	1,574,425.02	1,093,824.98	59.01
TOTAL DEBT	SERVICE	2,671,750.00	263,156.49	.00	1,576,381.15	1,095,368.85	59.00

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1ST SUBTOTAL-53000 CONTRACTUAL EXPENSES

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53008	CONTINGENCIES	221,702.00	.00	70,000.00	.00	151,702.00	31.57
53018	AUDITING ACCTG COSTS	112,250.00	495.00	.00	4,389.00	107,861.00	3.91
53020	POSTAGE	343,950.00	20,600.34	.00	126,450.69	217,499.31	36.76
53040	DEPENDENT CHILD CARE	345,000.00	4,500.00	.00	18,000.00	327,000.00	5.22
53046	LIABILITY CLAIMS	320,000.00	99,295.73	.00	149,943.35	170,056.65	46.86
53050	MEDICAL SERVICES	2,130,499.00	153,557.27	7,038.75	836,173.50	1,287,286.75	39.58
53054	EXCESS INSURANCE	1,817,530.00	54,145.75	.00	1,207,928.10	609,601.90	66.46
53068	FLEET MAINTENANCE EXPENS	699,480.00	58,265.00	.00	291,625.00	407,855.00	41.69
53070	CONSULTANT SERVICES	3,716,809.00	117,333.13	840,199.45	774,360.26	2,102,249.29	43.44
53080	ELECTION RELATED COSTS	30,615.00	1,416.76	.00	10,331.67	20,283.33	33.75
53085	RECYCLING HAUL/PROCESS	72,500.00	9,620.87	3,870.57	13,332.43	55,297.00	23.73
53124	PUBLIC DEFENDER SERVICES	812,000.00	76,236.16	.00	384,086.53	427,913.47	47.30
53279	PROGRAM DEVELOP/COORDINA	1,150,000.00	.00	.00	251,894.70	898,105.30	21.90
53300	AUTO REPAIR/MAINTENANCE	160,500.00	7,067.96	.00	56,859.59	103,640.41	35.43
53320	BRIDGE REPAIR	144,000.00	.00	.00	30,246.34	113,753.66	21.00
53340	HIGHWAY REPAIR	388,000.00	400.00	.00	400.00	387,600.00	.10
53350	CONTRIBUTIONS & GRANTS	446,430.00	300.00	.00	63,500.00	382,930.00	14.22
53360	MICROFILMING/FILM DEVELO	90,478.00	.00	7,168.43	6,710.23	76,599.34	15.34
53599	UTILITIES GAS/ELECTRIC	994,000.00	46,867.05	.00	400,239.73	593,760.27	40.27
53790	COMPUTER EQUIP MAINT	123,080.00	.00	.00	41,536.83	81,543.17	33.75
53999	CONFERENCES & SEMINARS	299,948.00	19,253.49	.00	71,062.19	228,885.81	23.69
54001	CONTRACTUAL SERVICES	21,569,917.00	1,224,004.70	1,212,967.04	6,903,748.42	13,453,201.54	37.63
	TOTAL CONTRACTUAL EXPENSES	35,988,688.00	1,893,359.21	2,141,244.24	11,642,818.56	22,204,625.20	38.30

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FUND TYPE-4 CAPITAL PROJECTS

2ND SUBT- - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
33900	SALES TAXES	5,169,280.00	350,143.34	.00	2,121,333.46	3,047,946.54	41.04
35910	INTEREST	11,095.00	3,152.28	.00	9,931.35	1,163.65	89.51
42000	TRANSFER IN	2,000,000.00	166,666.67	.00	833,333.35	1,166,666.65	41.67
	TOTAL CAPITAL PROJECTS	7,180,375.00	519,962.29	.00	2,964,598.16	4,215,776.84	41.29

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1ST SUBTOTAL-55000 CAPITAL OUTLAY EXPENSES

2ND SUBTOTAL- - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
55080 VEHICLES	843,223.00	46,071.15	287,365.00	173,987.55	381,870.45	54.71
55100 CAPITAL OUTLAY	11,186,623.00	822,213.38	523,055.68	1,316,331.70	9,347,235.62	16.44
TOTAL CAPITAL OUTLAY EXPENSES	12,029,846.00	868,284.53	810,420.68	1,490,319.25	9,729,106.07	19.13

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FUND TYPE-5 INTERNAL SERVICE

2ND SUBT- - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001	PROPERTY TAXES	2,913,835.00	.00	.00	.00	2,913,835.00	.00
34110	FEES AND CHARGES	4,827,825.00	401,591.25	.00	2,015,456.25	2,812,368.75	41.75
34300	HEALTH FEES-EMPLOYEE	1,982,000.00	127,514.65	.00	775,194.18	1,206,805.82	39.11
34310	HEALTH FEES-EMPLOYER	5,844,500.00	425,586.04	.00	2,169,269.59	3,675,230.41	37.12
34650	CHARGES FOR SERVICES	500,000.00	41,665.00	.00	206,815.00	293,185.00	41.36
35910	INTEREST	12,020.00	2,308.99	.00	7,349.75	4,670.25	61.15
36001	MISCELLANEOUS REVENUES	595,000.00	37,391.32	.00	61,853.69	533,146.31	10.40
42000	TRANSFER IN	450,000.00	7,010.83	.00	35,054.15	414,945.85	7.79
TOTAL	INTERNAL SERVICE	17,125,180.00	1,043,068.08	.00	5,270,992.61	11,854,187.39	30.78

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1ST SUBTOTAL-56000 DEPRECIATION EXPENSES

2ND SUBTOTAL- - - - TITLE - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
56001 BUILDING DEPRECIATION	744,495.00	8,899.15	.00	44,495.75	699,999.25	5.98
TOTAL DEPRECIATION EXPENSES	744,495.00	8,899.15	.00	44,495.75	699,999.25	5.98

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FUND-076 PEORIA COUNTY PARKING FAC

2ND SUBT- - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
34196 RENT-PARKING	220,000.00	17,387.15	.00	80,418.71	139,581.29	36.55
35910 INTEREST	3,000.00	951.15	.00	2,901.82	98.18	96.73
TOTAL PEORIA COUNTY PARKING F	223,000.00	18,338.30	.00	83,320.53	139,679.47	37.36
TOTAL REPORT	223,000.00	18,338.30	.00	83,320.53	139,679.47	37.36

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FUND-076 PEORIA COUNTY PARKING FAC

2ND SUBTOTAL- - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51030 FULL-TIME EMPLOYEES	15,985.00	1,229.60	7,070.21	5,840.62	3,074.17	80.77
51032 PERSONAL SERVICES	30.00	.00	.00	.00	30.00	.00
51240 MEDICAL/HEALTH BENEFITS	1,755.00	146.24	731.20	731.20	292.60	83.33
52090 MAINTENANCE SUPPLIES	400.00	.00	.00	.00	400.00	.00
52200 COMMODITIES	3,000.00	.00	.00	.00	3,000.00	.00
53070 CONSULTANT SERVICES	87,000.00	8,025.58	.00	38,381.77	48,618.23	44.12
53599 UTILITIES GAS/ELECTRIC	7,500.00	1,972.61	.00	4,031.35	3,468.65	53.75
54001 CONTRACTUAL SERVICES	59,120.00	2,224.15	.00	14,931.58	44,188.42	25.26
56001 BUILDING DEPRECIATION	116,900.00	8,899.15	.00	44,495.75	72,404.25	38.06
TOTAL PEORIA COUNTY PARKING F	291,690.00	22,497.33	7,801.41	108,412.27	175,476.32	39.84
TOTAL REPORT	291,690.00	22,497.33	7,801.41	108,412.27	175,476.32	39.84

Peoria County Monthly Resolution List - June 2022

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
06-22-001	REMOVED			18-08-263-016, 017	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06-22-002	201701848	REC	TIMOTHY WOODS	18-17-326-003	4,190.13	101.00	0.00	134.00	1,117.15	0.00	2,837.98
06-22-003	0821288	SAL	CLAUDE NUNN	18-06-227-001	817.00	101.00	0.00	134.00	450.00	0.00	132.00
06-22-004	201800913	SUR	BILLY JOE BODDIE ESTATE AND KEDRA S TOLSON	14-34-308-031	2,216.97	101.00	0.00	0.00	813.56	134.00	1,168.41
06-22-005	0522801	SAL	CITY OF PEORIA	18-08-260-012	537.65	0.00	0.00	87.65	450.00	0.00	0.00
06-22-006	0522802	SAL	CITY OF PEORIA	18-08-264-006	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-007	0522803	SAL	CITY OF PEORIA	18-08-260-005	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-008	0522804	SAL	CITY OF PEORIA	18-08-260-006	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-009	0522805	SAL	CITY OF PEORIA	18-08-264-007	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-010	0522806	SAL	CITY OF PEORIA	18-08-456-005	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-011	0522807	SAL	CITY OF PEORIA	18-08-460-022	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-012	0522808	SAL	CITY OF PEORIA	18-08-260-007	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-013	0522809	SAL	CITY OF PEORIA	18-08-260-008	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-014	0522810	SAL	CITY OF PEORIA	18-08-260-011	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-015	0522811	SAL	CITY OF PEORIA	18-08-263-016	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-016	0522812	SAL	CITY OF PEORIA	18-08-263-017	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-017	0522813	SAL	CITY OF PEORIA	18-08-460-024	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-018	0522814	SAL	CITY OF PEORIA	18-08-452-001	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-019	0522815	SAL	CITY OF PEORIA	18-08-452-002	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-020	0522816	SAL	CITY OF PEORIA	18-08-452-003	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-021	0522817	SAL	CITY OF PEORIA	18-08-452-004	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-022	0522818	SAL	CITY OF PEORIA	18-08-264-009	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-023	0522819	SAL	CITY OF PEORIA	18-04-232-021	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-024	0522820	SAL	CITY OF PEORIA	18-08-263-006	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-025	0522821	SAL	CITY OF PEORIA	18-08-260-003	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-026	0522822	SAL	CITY OF PEORIA	18-08-456-007	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-027	0522823	SAL	CITY OF PEORIA	18-03-353-003	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-028	0522824	SAL	CITY OF PEORIA	18-08-262-002	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-029	0522825	SAL	CITY OF PEORIA	18-08-456-002	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-030	0522826	SAL	CITY OF PEORIA	18-08-456-003	450.00	0.00	0.00	0.00	450.00	0.00	0.00
06-22-031	0522827	SAL	CITY OF PEORIA	18-08-456-004	450.00	0.00	0.00	0.00	450.00	0.00	0.00

Peoria County Monthly Resolution List - June 2022

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
				Totals	\$19,461.75	\$303.00	\$0.00	\$355.65	\$14,530.71	\$134.00	\$4,138.39
	<u>Steven Rieker - Chairperson</u>		<u>Rachel Reliford</u>								
	<u>Jennifer Groves Allison-Vice Chair</u>		<u>Phillip Salzer</u>					Clerk Fees		\$303.00	
	<u>Eden Blair</u>		<u>William Watkins, Jr.</u>					Recorder/Sec of State Fees		\$355.65	
	<u>James Fennell</u>		<u>Matt Windish</u>					Total to County		\$4,797.04	
			Committee Members								

APPROVED 7/25/22 (8-0 votes)

Agenda Briefing

Committee: Ways & Means

Line Item: 001-1-027-7-813-53081
001-1-027-7-813-36050

Meeting Date: July 25, 2022

Amount: \$8,374.00

Issue: Budget Amendment

Background/Discussion:

The Illinois State Board of Elections (ISBE) administers the Elections Security Grant to provide funding to local election jurisdictions in the State of Illinois. This funding is allocated to any local election authority that applies and the amount awarded is based on voter registration. The funding is contingent upon the Peoria County Board of Election Commissioners (PCBOEC) meeting all requirements as set forth by the ISBE’s Cyber Navigator Program.

The PCBOEC meets all requirements as set forth by the ISBE’s Cyber Navigator Program and entered into an acceptance agreement for the ISBE’s Elections Security Grant in October 2021 for funding to reimburse approved expenditures during the 7/1/21 – 6/30/22 period.

The PCBOEC had three approved and completed physical security upgrade expenditures totaling \$8,374.

- Security Camera for 24-hour observation of the North Peoria Drop Box
- Fire suppression systems for North Peoria Drop Box and Downtown Drop Box
- Observation window into the tabulation room at the Election Commission

The PCBOEC is asking for budget amendments to the Peoria County Election Commission’s 2022 Budget for the expenditures incurred and revenues gained by reimbursements from the ISBE’s Elections Security Grant.

Budget Amendment: Election Related Supplies - 001-1-027-7-813-53081	\$8,374
Grant Proceeds - 001-1-027-7-813-36050	\$8,374

Staff Recommendation: Approval

Committee Action: Approved 7/25/22 (8-0 votes)

AGENDA BRIEFING

COMMITTEE: County Operations
MEETING DATE: July 25, 2022

LINE ITEMS: 026-1-026-3-228-52352
AMOUNT: \$7,000

ISSUE: Authorization to appropriate an additional \$7,000 to the PCAPS fund 026-1-026-3-228-52352 for expenses related to the PCAPS industrial dryer.

BACKGROUND/DISCUSSION:

The age of the industrial dryer at PCAPS is unknown, however the unit is known to be over twelve years old and is currently malfunctioning. We are seeking authorization to appropriate an additional \$7,000 to the PCAPS fund for expenses related to the purchase and installation of a new industrial dryer, along with removal and disposal of the existing dryer.

COUNTY BOARD GOALS:



SAFE AND HEALTHY COMMUNITY



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approval of an additional \$7,000 to the PCAPS fund 026-1-026-3-228-53071 for expenses related to the PCAPS industrial dryer.

COMMITTEE ACTION: Approved 7/26/22 (5-0 votes) Ms. Pastucha absent

PREPARED BY: Becky Spencer, Director
DEPARTMENT: PCAPS
DATE: July 14, 2022

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 175-6-175-6-644-54377

MEETING DATE: July 25, 2022

AMOUNT: \$250,000

ISSUE: Bid letting for erosion repairs to the detention basin outflow at the former Heddington Oaks Nursing Home.

BACKGROUND/DISCUSSION:

Severe erosion is occurring downstream of the outfall for the Heddington Oaks stormwater detention basin. The erosion has caused the depositing of silt onto Farmington Road during large storm events on multiple occasions.

The County solicited for bidders to repair the outflow and received three (3) bids on July 11, 2022.

Stark Excavating	Bloomington, IL	\$211,800.00
Krumholz Brothers Landscaping	Peoria, IL	\$270,440.00
Otto Baum	Morton, IL	\$491,195.00

The project will require a contract to be originated between the County and Stark Excavating for this construction project. The county will obtain a form of contract for the project and submit same for review and approval by the State's Attorney's Office. Upon approval of the contract, the County Administrator should then be authorized to sign the contract and the County Treasurer should then be authorized to issue checks for payments as required by the contract.

\$250,000.00 is requested to be appropriated to cover any project cost overruns discovered during construction.

This project is located in District # 7 (Dillon).

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the low bid of \$211,800.00 from Stark Excavating

COMMITTEE ACTION:

APPROVED 7/25/22 (4-0 VOTES) MR. RENEAU VOTED AYE VIA TELECONFERENCE; MS. PASTUCHA ABSENT

PREPARED BY: Scott Sorrel, Mark Little, Amy Benecke McLaren

DEPARTMENT: County Administration, Facilities, Highway

DATE: July 16, 2022



COUNTY OF PEORIA
PURCHASING DIVISION
PEORIA COUNTY COURTHOUSE
324 MAIN STREET - ROOM 501
PEORIA IL 61602

BID REPORT

TO: HONORABLE MEMBERS OF THE PEORIA COUNTY BOARD
SCOTT SORREL, PEORIA COUNTY ADMINISTRATOR

FROM: JIM SMITH, CPPO, CPPB PURCHASING AGENT

SUBJECT: BID # 33-02-22: HEDDINGTON OAKS DRAINAGE IMPROVEMENTS

DATE: JULY 12, 2022

CC: AMY MCLAREN, COUNTY ENGINEER

This office, on behalf of the Peoria County Highway and County Administration, solicited bids for Heddington Oaks Drainage Improvements. Twenty-Six (6) vendors downloaded the documents, five (5) vendors attended the mandatory pre-bid meeting, and three (3) vendor responses were received. The attached tabulation represents all bids received. Additional bid document information may be required in selecting a bidder. This report does not evaluate specification compliance.

PLEASE SEE ATTACHD BID TABULATON

BID TABULATION

Peoria County Bid 33-02-22
 HEDDINGTON OAKS DRAINAGE IMPROVEMENTS

BID QUANTITIES				Krumholz Brothers Landscaping Peoria IL		Stark Excavating Bloomington IL		Otto Baum Morton IL	
Bid Item #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	45	\$ 50.00	\$ 2,250.00	\$ 54.00	\$ 2,430.00	\$ 95.68	\$ 4,305.60
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20	\$ 150.00	\$ 3,000.00	\$ 162.00	\$ 3,240.00	\$ 191.36	\$ 3,827.20
3	EARTH EXCAVATION	CU YD	300	\$ 58.00	\$ 17,400.00	\$ 28.00	\$ 8,400.00	\$ 521.46	\$ 156,438.00
4	TOP SOIL, FURNISH & REPLACE, 4"	SQ YD	2100	\$ 3.00	\$ 6,300.00	\$ 10.00	\$ 21,000.00	\$ 19.90	\$ 41,790.00
5	PERIMETER EROSION BARRIER	FOOT	1000	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00	\$ 14.63	\$ 14,630.00
6	FILTER FABRIC	SQ YD	870	\$ 12.00	\$ 10,440.00	\$ 4.00	\$ 3,480.00	\$ 11.03	\$ 9,596.10
7	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 12,500.00	\$ 12,500.00	\$ 76,833.25	\$ 76,833.25
8	T-QUERCUS ALBA 2"	EACH	4	\$ 500.00	\$ 2,000.00	\$ 928.00	\$ 3,712.00	\$ 822.86	\$ 3,291.44
9	T-QUERCUS MACR 2"	EACH	3	\$ 500.00	\$ 1,500.00	\$ 928.00	\$ 2,784.00	\$ 835.61	\$ 2,506.83
10	T-QUERCUS RUBRA 2"	EACH	3	\$ 500.00	\$ 1,500.00	\$ 928.00	\$ 2,784.00	\$ 854.75	\$ 2,564.25
11	BEDDING MATERIAL, SPECIAL	CU YD	110	\$ 275.00	\$ 30,250.00	\$ 185.00	\$ 20,350.00	\$ 333.19	\$ 36,650.90
12	REMOVE EXISTING RIPRAP	SQ YD	37	\$ 100.00	\$ 3,700.00	\$ 40.00	\$ 1,480.00	\$ 701.94	\$ 25,971.78
13	STONE RIPRAP, CL A1, SPECIAL	SQ YD	640	\$ 45.00	\$ 28,800.00	\$ 25.00	\$ 16,000.00	\$ 61.67	\$ 39,468.80
14	STONE RIPRAP, CL A4, SPECIAL	SQ YD	640	\$ 175.00	\$ 112,000.00	\$ 91.00	\$ 58,240.00	\$ 78.61	\$ 50,310.40
15	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 35,310.00	\$ 35,310.00	\$ 3,953.02	\$ 3,953.02
16	SEEDING (COMPLETE)	SQ YD	2100	\$ 3.00	\$ 6,300.00	\$ 2.90	\$ 6,090.00	\$ 3.00	\$ 6,300.00
17	DRAIN LINE REPAIR *BID AS CONTINGENCY* ITEM #7 IN COMMUNICATION 1	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,757.43	\$ 12,757.43
TOTAL BASE BID				\$ 43,375.00	\$ 270,440.00	\$ 61,199.90	\$ 211,800.00	\$ 98,089.39	\$ 491,195.00
OTHER COSTS				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CONSTRUCTION COST					\$ 270,440.00		\$ 211,800.00		\$ 491,195.00

LOCALiQ

JournalStar | Journal-Standard
Rockford Register Star

PO Box 631200 Cincinnati, OH 45263-1200

PROOF OF PUBLICATION

Jim Smith
ACCOUNTS PAYABLE
County Of Peoria
324 MAIN ST
ROOM 501
PEORIA IL 61602


STATE OF ILLINOIS, COUNTY OF PEORIA

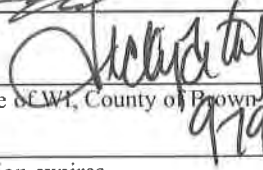
The Peoria Journal Star, a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Peoria, County of Peoria, Township of Peoria, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

That the attached or annexed was published in the issue dated:

06/10/2022

and that the fees charged are legal.
Sworn to and subscribed before on 06/10/2022



Legal Clerk


Notary, State of WI, County of Brown
9/19/25

My commission expires

Publication Cost: \$33.00
Order No: 7402392 # of Copies: 1
Customer No: 633057
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

VICKY FELTY
Notary Public
State of Wisconsin

LEGAL NOTICE INVITATION TO BID

The County of Peoria is currently accepting bids for the following goods or services:

**HEDDINGTON OAKS
DRAINAGE IMPROVE-
MENTS**
Bid # 33-02-22

**Mandatory Pre-bid meeting:
June 23, 2022, at 10:00 am
Heddington Oaks
2223 W. Heading Ave.
West Peoria, IL 61604**

**Bids will be received until:
July 11, 2022 at 2:00 p.m.**

**At the following location:
Peoria County Courthouse
Purchasing Office
324 Main Street, Room 501
Peoria, IL 61602**

Bid documents and information may be obtained from the County website at <https://www.bidnetdirect.com/illinois/peoriacounty>

ATTENDANCE RECORD

PLEASE PRINT

Company Name	Representative	Phone Number	E-mail
Kruschholz Bros	Rich	(309) 208-6241	richardkruschholz@sbcglobal.net
STARK EXCAVATING	TRAVIS TEARLIN	309-287-2134	tearline@starkcompanies.com
PIPICO	Kim Freitag	309-692-4060	KimF@pipico-co.com
OTTO BAUM	DEAN FREBSZ	309-241-3097	DEANFREBSZ@ottobbaum.com
MSI	Scott Hobart	309 693 7615	srhobart@msi-futz.com
Peoria County Highway Dept	Amy Benedek Midam	309-697-6400	amcloran@peoriacounty.or
Peoria County Facility	Calvin Kerley	309-212-2346	ckerley@peoriacounty.or

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: KRUMHOIZ BROS LANDSCAPING INC.
Authorized Agent Name & Title: DAVID KRUMHOIZ OWNER
Contact Person: DAVID KRUMHOIZ
Company Address: 9125 N. FRYE RD
City, State Zip Code: PEORIA
Daytime Telephone: 309 579 2244
Daytime Fax:
Daytime E-Mail (if available): MICHELLE. KRUMHOIZ @ GMAIL.COM
EEO Certificate of Compliance Num.: # 03198 - 230630
Addenda Received: #1 6/20/22

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

David Krumhoiz Signature of Authorized Agent 7/10/22 Date

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS



Heddington Oaks Drainage Improvements

Heddington Oaks Drainage Improvements

Quantities

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	ITEM COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	45	\$ 50.0000	\$ 2,250.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20	\$ 150.0000	\$ 3,000.00
3	EARTH EXCAVATION	CU YD	300	\$ 58.0000	\$ 17,400.00
4	TOPSOIL	SQ YD	2100	\$ 3.0000	\$ 6,300.00
5	PERIMETER EROSION BARRIER	FOOT	1000	\$ 4.0000	\$ 4,000.00
6	FILTER FABRIC	SQ YD	870	\$ 12.0000	\$ 10,440.00
7	MOBILIZATION	LS	1	\$ 30,000.0000	\$ 30,000.00
8	T-QUERCUS ALBA 2"	EACH	4	\$ 500.0000	\$ 2,000.00
9	T-QUERCUS MACR 2"	EACH	3	\$ 500.0000	\$ 1,500.00
10	T-QUERCUS RUBRA 2"	EACH	3	\$ 500.0000	\$ 1,500.00
11	BEDDING MATERIAL, SPECIAL	CU YD	110	\$ 275.0000	\$ 30,250.00
12	REMOVE EXISTING RIPRAP	SQ YD	37	\$ 100.0000	\$ 3,700.00
13	STONE RIPRAP, CL A1, SPECIAL	SQ YD	640	\$ 45.0000	\$ 28,800.00
14	STONE RIPRAP, CL A4, SPECIAL	SQ YD	640	\$ 175.0000	\$ 112,000.00
15	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LS	1	\$ 1,000.0000	\$ 1,000.00
16	SEEDING (COMPLETE)	SQ YD	2100	\$ 3.0000	\$ 6,300.00
17	COMMUNICATION 1	LS	1	\$ 10,000.0000	\$ 10,000.00
18	SUBTOTAL			\$	\$ -
19				\$	\$ -
21				\$	\$ -
22	TOTAL CONSTRUCTION COST			\$	\$ 270,440.00

Bid: two hundred & seventy thousand, four hundred & forty dollars

County of Peoria Signature Sheet

**EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.**

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Otto Baum Company, Inc.
Authorized Agent Name & Title: Terry Baum-President
Contact Person: Devin Friesz
Company Address: 866 N. Main Street
City, State Zip Code: Morton, IL 61550
Daytime Telephone: 309-266-7114
Daytime Fax: N/A
Daytime E-Mail (if available): estimating@ottobaum.com
EEO Certificate of Compliance Num.: 00073-151231

Addenda Received: 1

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

7/11/2022

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS



Heddington Oaks Drainage Improvements

Heddington Oaks Drainage Improvements

Quantities

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	ITEM COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	45	\$ 95.68	\$ 4,305.60
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20	\$ 191.36	\$ 3,827.20
3	EARTH EXCAVATION	CU YD	300	\$ 521.46	\$ 156,438.00
4	TOPSOIL, FURNISH & PLACE, 4"	SQ YD	2100	\$ 19.90	\$ 41,790.00
5	PERIMETER EROSION BARRIER	FOOT	1000	\$ 14.63	\$ 14,630.00
6	FILTER FABRIC	SQ YD	870	\$ 11.03	\$ 9,596.10
7	MOBILIZATION	LS	1	\$ 76,833.25	\$ 76,833.25
8	T-QUERCUS ALBA 2"	EACH	4	\$ 822.86	\$ 3,291.44
9	T-QUERCUS MACR 2"	EACH	3	\$ 835.61	\$ 2,506.83
10	T-QUERCUS RUBRA 2"	EACH	3	\$ 854.75	\$ 2,564.25
11	BEDDING MATERIAL, SPECIAL	CU YD	110	\$ 333.19	\$ 36,650.90
12	REMOVE EXISTING RIPRAP	SQ YD	37	\$ 701.94	\$ 25,971.78
13	STONE RIPRAP, CL A1, SPECIAL	SQ YD	640	\$ 61.67	\$ 39,468.80
14	STONE RIPRAP, CL A4, SPECIAL	SQ YD	640	\$ 78.61	\$ 50,310.40
15	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LS	1	\$ 3,953.02	\$ 3,953.02
16	SEEDING (COMPLETE)	SQ YD	2100	\$ 3.00	\$ 6,300.00
17	DRAIN LINE REPAIR *BID AS CONTINGENCY* ITEM #7 IN COMMUNICATIO	LS	1	\$ 12,757.43	\$ 12,757.43
18	SUBTOTAL			\$	\$ -
19				\$	\$ -
21				\$	\$ -
22	TOTAL CONSTRUCTION COST			\$	\$ 491,195.00

County of Peoria Signature Sheet

**EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.**

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Stark Excavating, Inc.

Authorized Agent Name & Title: David K. Stark, Jr. Vice President

Contact Person: David K. Stark, Jr.

Company Address: 1805 W. Washington St.

City, State Zip Code: Bloomington, IL 61701

Daytime Telephone: 309-828-5034

Daytime Fax: 309-828-7154

Daytime E-Mail (if available): dstarkjr@starkcompanies.com

EEO Certificate of Compliance Num.: 03468-230630 also attached

Addenda Received: 1

- Attach statement that firm has sexual harassment and drug-free workplace policies in place. *Attached*
- Attach statement of ability to meet the specified requirements of this invitation to bid.

DK Stark

Signature of Authorized Agent

7-11-2022

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS



Heddington Oaks Drainage Improvements

Heddington Oaks Drainage Improvements

Quantities

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	ITEM COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	45	\$ 54.00	\$ 2,430.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20	\$ 162.00	\$ 3,240.00
3	EARTH EXCAVATION	CU YD	300	\$ 28.00	\$ 8,400.00
4	TOPSOIL, FURNISH & PLACE, 4"	SQ YD	2100	\$ 10.00	\$ 21,000.00
5	PERIMETER EROSION BARRIER	FOOT	1000	\$ 4.00	\$ 4,000.00
6	FILTER FABRIC	SQ YD	870	\$ 4.00	\$ 3,480.00
7	MOBILIZATION	LS	1	\$ 12,500.00	\$ 12,500.00
8	T-QUERCUS ALBA 2"	EACH	4	\$ 928.00	\$ 3,712.00
9	T-QUERCUS MACR 2"	EACH	3	\$ 928.00	\$ 2,784.00
10	T-QUERCUS RUBRA 2"	EACH	3	\$ 928.00	\$ 2,784.00
11	BEDDING MATERIAL, SPECIAL	CU YD	110	\$ 185.00	\$ 20,350.00
12	REMOVE EXISTING RIPRAP	SQ YD	37	\$ 40.00	\$ 1,480.00
13	STONE RIPRAP, CL A1, SPECIAL	SQ YD	640	\$ 25.00	\$ 16,000.00
14	STONE RIPRAP, CL A4, SPECIAL	SQ YD	640	\$ 91.00	\$ 58,240.00
15	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LS	1	\$ 35,310.00	\$ 35,310.00
16	SEEDING (COMPLETE)	SQ YD	2100	\$ 2.90	\$ 6,090.00
17	DRAIN LINE REPAIR *BID AS CONTINGENCY* ITEM #7 IN COMMUNICATION 1	LS	1	\$ 10,000.00	\$ 10,000.00
18	SUBTOTAL			\$	\$ 211,800.00
19				\$	\$ -
21				\$	\$ -
22	TOTAL CONSTRUCTION COST			\$	\$ 211,800.00

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 175-6-175-6-644-54303

MEETING DATE: July 25, 2022

AMOUNT: \$20,000

ISSUE: Resolution for an Engineering Services Agreement with Maurer-Stutz Inc. for construction engineering of erosion repairs to the detention basin outflow at the former Heddington Oaks Nursing Home.

BACKGROUND/DISCUSSION:

Severe erosion is occurring downstream of the outfall for the Heddington Oaks stormwater detention basin. The erosion has caused the depositing of silt onto Farmington Road during large storm events on multiple occasions.

A bid letting for the repair of the erosion was conducted and construction is anticipated to start in fall of 2022.

This resolution will allow Peoria County to enter into an agreement with Maurer Stutz to perform the construction engineering for the erosion repair.

This project is located in District # 7 (Dillon).

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

Approved 7/25/22 (4-0 votes) Mr. Reneau voted aye via teleconference; Ms. Pastucha absent

PREPARED BY: Scott Sorrel, Mark Little, Amy Benecke McLaren

DEPARTMENT: County Administration, Facilities, Highway

DATE: July 16, 2022



STANDARD SHORT FORM PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Client Name and Address: Peoria County Highway Department
6915 W. Plank Road
Peoria, IL 61604

Client Contact Information: Amy Benecke McLaren, P.E., County Engineer
(309)697-6400 / amclaren@co.peoria.il.us

Project Name and Location: Heddington Oaks Erosion
Former Heddington Oaks Nursing Home Site
West Peoria, Peoria County, Illinois

Effective Agreement Date: 6-7-2022

Client hereby authorizes Maurer-Stutz, Inc. (MSI, Engineer) to provide Professional Services in connection with the above referenced Project. Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

- Provide Construction Engineering services for the subject project to include:
• PE V - 20 hours/week for six weeks @ \$150/hour = \$18,000.00

Maurer-Stutz, Inc. proposes to provide professional services on the Project based on the following Fee Method:

Estimated Fee: \$18,000.00 based on the above estimate with a not-to-exceed = \$20,000.00

This Proposal is subject to and governed by the General Terms and Conditions that are attached to hereby made a part of this agreement.

Table with 2 columns and 3 rows: FOR OFFICE USE ONLY, Proposal No. 230-21033.00, Project No., Effective April 1, 2011

SPA
17%
GENERAL TERMS AND CONDITIONS

TERMS OF PAYMENT: MSI will submit Invoices for work which has been completed and reimbursable expenses incurred. If any invoice is not paid within 30 days of invoice date, late payment charges of 1.5% per month, or fraction of a month, or the highest lawful interest rate of the state in which the CLIENT's office is located, will be due. Fees are not contingent on CLIENT receipt of funds. If invoices under this Agreement, or any other agreement with CLIENT, are not timely paid, MSI may, after giving seven day's written notice to CLIENT, suspend services under this Agreement.

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Prompt
Payment
Act

FEE METHODS: CLIENT shall pay MSI on the basis of one of the following methods. The method to be used is stated on the front page of this Agreement

1. LUMP SUM: When the Lump Sum method is utilized, the total amount billed shall include all Direct Payroll Expense costs, overhead business costs, profit, Reimbursable Expenses, and Subconsultant Expenses incurred by MSI. The Lump sum shall be a fixed amount unless a change of scope in the Scope of Services occurs. If a change of the Scope of Services occurs, such change shall be considered additional services and billed at MSI's current Hourly Rates. Monthly invoice statements will be submitted based on an estimated percent of completion of the services
2. ESTIMATED FEE:
 - a. HOURLY RATE: When the Hourly Rate method is utilized, the hourly rate shall include all Direct Payroll Expense, overhead business costs, and profit due MSI for the services. Hourly Rates are established for technical classifications of individuals. If Hourly Rates are not listed in the Agreement, they shall be the rates currently in use by MSI for the type of work being done.
 - b. MULTIPLIER: When the Multiplier method is utilized, the hourly rate billed per individual expending time on the Project shall include that individual's Direct Payroll Expense (DPE) times a multiplier to cover overhead business costs plus profit. Direct Payroll Expense is defined as the total amount of an individual's labor cost, including basic wages and the mandatory and customary employee benefits, such as insurance, sick leave, holidays, vacations and others

ESTIMATES OF FEES, BASED ON DPE OR AT HOURLY RATE: MSI's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to MSI under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to MSI that the total compensation amount thus estimated will be exceeded, MSI shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of MSI's services for CLIENT's convenience. Upon notice, CLIENT and MSI shall promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate MSP's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by MSI, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the MSI's services during the negotiations and MSI exceeds the estimated amount before CLIENT and MSI have agreed to an increase in the compensation due MSI or a reduction in the remaining services, then MSI shall be paid for all services rendered hereunder.

REIMBURSABLES: Reimbursable Expenses and Subconsultant Expenses incurred by MSI for the services shall be billed in addition to the hourly rate charges at an amount equal to actual cost plus 10 per cent. Reimbursable Expense is defined as the actual non-labor expenditure incurred on the project, and may include travel, printing, telephones, mailing, specialized equipment tests or others. Subconsultant Expense is defined as the actual expenditure for other firms in providing specialized studies, sub-surface explorations, or other services required on the Project.

In the event that collection proceedings are required to collect unpaid bills for MSI's services and expenses, CLIENT shall be responsible for all unpaid bills, due interest, and all costs incurred in the collection proceedings, including but not limited to attorney's fees, costs, travel, and employee wages, overhead and expenses at the rate specified in this Agreement, or at MSI's current hourly rate if no rate is specified.

CONSTRUCTION PHASE SERVICES: If, as a part of this Agreement, MSI is providing periodic construction observation, MSI shall make visits to the construction site to observe the progress and quality of the contractor's(s) work to determine in general if such work is proceeding in accordance with the construction documents. MSI shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. MSI shall not be responsible for the means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident to the work of the contractor. MSI does not warrant or guarantee contractor's(s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents. With respect to the Standard of Care applicable to construction observation services, note the following:

- A. MSI shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall MSI have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- B. MSI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. MSI shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- D. MSI shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except MSI's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by MSI.
- E. While at a Site, MSI's employees and representatives shall comply with the specific applicable requirements of contractor's and CLIENT's safety programs of which MSI has been informed in writing.

CHANGES IN THE SCOPE CHARACTER OR CONTENT OF THE PROJECT: Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by MSI or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond MSI's control will require a modification to the Agreement. Any changes, modifications or alterations to the Project's scope impacting cost or schedule will require that MSI and CLIENT mutually agree in writing to such changes or modifications to the Scope prior to undertaking them. Price modifications due to changes in Scope in this Proposal will be calculated by multiplying the rates given in MSI's latest hourly rate schedule times the number of hours worked.

OPINIONS OF PROBABLE COST: MSI's Opinions of Probable Construction Cost are to be made on the basis of MSI's experience and qualifications and represent MSI's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because MSI has no control over the cost of labor, materials, equipment, or services furnished by Others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, MSI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by MSI. If CLIENT requires greater assurance as to probable Construction Cost, CLIENT must employ an independent cost estimator.

INSPECTIONS Unless otherwise provided for in this Agreement, any inspections of existing sites, structures, mechanical and electrical systems or other physical features of the Project are visual inspections only. Tests or extensive calculations are not performed unless specifically requested. CLIENT acknowledges that latent defects may be present and agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses including attorney's fees resulting from such latent defects. Inspections only cover the specific items listed in the Scope of Services of this Agreement. CLIENT acknowledges that the results of the inspection are meant for CLIENT use only. CLIENT agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses resulting from a third party's use of the results of the inspection.

NOTIFICATIONS: CLIENT represents and warrants that CLIENT has notified MSI of any known or suspected presence of hazardous materials or pollutants at the Project Site. Unless the Scope of Services includes investigation for hazardous or pollutant materials, MSI's extent of responsibility shall be to notify CLIENT if the presence of hazardous materials or pollutants on the Project Site becomes known by MSI.

ACCESS TO SITE: Unless otherwise stated, MSI will have access to the site for activities necessary for the performance of the Scope of Services. MSI will take reasonable precautions to minimize damage to property during these activities, but has not included the cost of repairing or restoring any resulting damage in the Fee, and will not be responsible for the cost of such.

CERTIFICATIONS, GUARANTEES, OR WARRANTIES MSI shall not be required to sign any documents, no matter by whom requested, that would result in MSI having to certify, guarantee, or warrant the existence of conditions whose existence MSI cannot ascertain. CLIENT agrees not to make resolution of any dispute with MSI or payment of any amount due to MSI in any way contingent upon MSI signing any such documents.

STANDARD OF CARE: Services performed by MSI under this Agreement will be conducted in a manner of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is intended or included in this Agreement, or in any report, opinion, document, or otherwise.

~~**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES** MSI shall be responsible only for those Construction Phase services expressly required of MSI in the Scope of Work. With the exception of such expressly required services, MSI shall have no design, Shop Drawing review, or other obligations during construction and CLIENT assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. CLIENT waives all claims against MSI that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of MSI in the scope of work.~~

not applicable

LIMITATION OF LIABILITY: MSI's Liability Limited to Amount of MSI's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of MSI and MSI's officers, directors, members, partners, agents, employees, and Consultants, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of MSI or MSI's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by MSI under this Agreement.

MUTUAL INDEMNIFICATION: Subject to the provisions set forth herein, MSI and CLIENT hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, employees, agents (and each of their successors and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses, including reasonable attorneys' fees, arising or allegedly arising from personal injury, death, property damage, including loss of use thereof, due in any manner to the negligence of either of them, their agents, or employees. In the event both of them are at fault, then the liability shall be apportioned between them pursuant to their pro-rata share of negligence or fault. MSI and CLIENT further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. These indemnities shall not terminate upon termination or expiration of this Agreement.

OWNERSHIP OF DOCUMENTS: All documents produced by MSI under this Agreement shall remain the property of MSI and shall not be used by the CLIENT for any other purpose without the permission of MSI.

REUSE OF DOCUMENTS All documents, including drawings and specifications, furnished by MSI pursuant to this Agreement are instruments of its Services in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by MSI will be at CLIENT's sole risk and without liability or legal exposure to MSI. CLIENT shall indemnify and hold harmless MSI from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

TERMINATION OF SERVICES: This Agreement may be terminated by the CLIENT or MSI should the other fail to perform its obligations hereunder. In the event of termination, all reimbursable expenses and all Scope of Services rendered to date shall be paid by the CLIENT to MSI.

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DELAY OF SERVICES: If a delay of services beyond the schedule agreed upon occurs for any reason other than for MSI's fault, it is understood and agreed to that such may result in additional fees, which shall be paid by CLIENT to MSI. If additional fees will be necessary, MSI will notify CLIENT prior to providing such services

SPA

DISPUTE RESOLUTION: CLIENT and MSI agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. ~~When negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law~~

APPLICABLE LAWS: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Illinois.

COMPLETE AGREEMENT: This Agreement represents the entire understanding of the parties and may not be modified except in writing.

MISCELLANEOUS: If the CLIENT issues a Purchase Order of which this Agreement becomes part, the terms of this Agreement will take precedence in the event of a conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Accepted By:

CLIENT: Peoria County

Sign: _____

Print: _____

Title: _____

Date: _____

Submitted By:

MAURER-STUTZ, INC.

Sign: Curtis J Lynn

Print: Curtis J Lynn

Title: Project Manager

Date: 6/7/22

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: CONSTRUCTION ENGINEERING AGREEMENT FOR EROSION REPAIRS AT
THE FORMER HEDDINGTON OAKS NURSING HOME

RESOLUTION

WHEREAS, severe erosion is occurring at the outfall of the stormwater detention basin located at the former Heddington Oaks nursing home; and

WHEREAS, your Infrastructure Committee believes that the best interests of Peoria County will be served by the approval of a Construction Engineering Service Agreement for erosion repairs to mitigate further erosion at a cost not to exceed \$20,000 with Maurer-Stutz, Inc.

NOW, THEREFORE BE IT RESOLVED, that the engineering agreement be approved and that the County Administrator be designated as the officer to sign the engineering agreement.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE



PEORIA COUNTY BOARD APPOINTMENTS
August 11, 2022

Subject to Change

ETSB

(Length of Term: 4 years)

Chris Watkins

301 N. Maxwell Road

Peoria IL 61604

Expiring: 2/28/2024

Replaces: Brian Asbell

Human Services Transportation Plan Steering Committee of TCRPC

(Length of Term: 3 years)

Mary Patton

1607 N Autumn Lane

Peoria IL 61604

Expiring: 8/31/2025

ShamRA Robinson

1213 W. Columbia Terrace

Peoria IL 61606

Expiring: 8/31/2025



PEORIA COUNTY BOARD APPOINTMENTS
September 8, 2022

Subject to Change

Pekin/LaMarsh Drainage & Levee District

(Length of Term: 3 years)

Bradley Burrell

1919 Liberty Ct.

Pekin IL 61554

Expiring: 9/5/2022

AGENDA BRIEFING

COMMITTEE: Land Use
MEETING DATE: July 25th, 2022

LINE ITEM: N/A
AMOUNT: N/A

ISSUE: ZBA Case #ZBA-2022-029. A Rezoning request from “I-1” Light Industrial to “R-2” Medium Density Residential. The petitioner proposes to rezone 0.60 acres in order to combine additional property with his existing parcels.

BACKGROUND/DISCUSSION: This case is in District #14, which is County Board member Brian Elsasser’s district. The petitioner, **Jason Talley**, requests to rezone a proposed 0.60-acre tract from “I-1” Light Industrial to “R-2” Medium Density Residential in order to combine the proposed tract with his adjacent parcels. The petitioner currently owns the parcel to the east, which contains his dwelling, and the parcel to the south, which contains his accessory structure. Purchasing the proposed 0.60-acre tract and adjoining it to these parcels will allow the petitioner to connect his two properties into one combined property. The subject property is located off N. Daily Rd. in the Southwest Quarter of Section 21 in Princeville Township. The subject property’s address is N. Santa Fe Rd.; following the proposed combination, the proposed 0.60-acre tract would have the same address as the petitioner’s dwelling at 19125 N. Daily Rd. There are 0 consents and 0 objections on file. The proposed 0.60-acre tract is zoned “I-1” Light Industrial along with the tract’s 4.34-acre parent parcel. Zoning to the north and west is also “I-1” Light Industrial. To the south and east is “R-2” Medium Density Residential zoning. The proposed 0.60-acre tract is currently vacant. Aerial imagery dating from 1997 shows that the 0.60 acres have been vacant from this date to the present. The proposed tract is within the unincorporated Town of Monica, which consists of the “I-1” Light Industrial and “R-2” Medium Density Residential zoning districts. The majority of the “I-1” zoning district is occupied by the Monica Elevator Company. Most of the town is zoned “R-2” Medium Density Residential and consists of the Princeville Township building, single-family dwellings, and vacant residential lots. The petitioner’s request would match the character of the surrounding residential uses in the Town of Monica. The petitioner wishes to rezone the proposed 0.60-acre tract to “R-2” Medium Density Residential in order to combine his existing parcels, so the tract would not be used as a separate building site or taxing parcel. Parcels with different zoning classifications may not be combined, so the petitioner’s request would allow for the combination of the tract with his adjacent parcels. The petitioner states that the property would be served by private well and private septic. The proposed 0.60-acre tract is currently vacant and does not contain a well or septic system. At the time of the Peoria City/County Health Department’s review, no conditions were found that would cause the Department to recommend denial of the request. However, during the review it was determined by the Department that if any plumbing is installed on the property, a private onsite wastewater permit will be required. The petitioner’s request should have a minimal effect on the surrounding environment. The proposed 0.60-acre tract does not have road frontage, but the tract’s parent parcel has frontage on N. Daily Rd., a County non-primary highway. The petitioner’s dwelling parcel and accessory structure parcel also have frontage on N. Daily Rd. The proposed tract cannot stand alone as a separate building site or taxing parcel because it does not have road frontage. Therefore, the tract must be combined with adjacent parcels for plat approval. This review and approval occurs at the administrative level by the plat officer in Planning and Zoning. No new access points are proposed for the tract. The County Highway Department has no objection to the petitioner’s request. The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Unincorporated Center. The Plan notes that Unincorporated Centers are almost entirely residential, although small neighborhood commercial uses are occasionally present. Were the rezoning granted, the 0.60-acre tract would be used residentially in conjunction with the dwelling and accessory structure. The petitioner’s request is consistent with the residential character of the Unincorporated Center Land Use Form.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

STAFF RECOMMENDATION: *Approval*

ZBA RECOMMENDATION: *Approval (6-0)*

COMMITTEE ACTION: *Approval (6-0) Mr. Elsasser voted via teleconference*

PREPARED BY: Taylor Armbruster, Planner I

DEPARTMENT: Planning & Zoning

DATE: July 14th, 2022

Case Analysis

Request and Location: The petitioner, **Jason Talley**, requests to rezone a proposed 0.60-acre tract from “I-1” Light Industrial to “R-2” Medium Density Residential. The petitioner wishes to purchase this proposed 0.60-acre tract and adjoin it with his adjacent parcels to the east and south. The petitioner currently owns the parcel to the east, which contains his dwelling, and the parcel to the south, which contains his accessory structure. Purchasing the 0.60-acre tract and adjoining it to these parcels will allow the petitioner to connect his two properties into one combined property. The subject tract is a vacant piece of a larger property owned by the Monica Elevator Company. The subject property is located off N. Daily Rd. in the Southwest Quarter of Section 21 in Princeville Township.

Pertinent Zoning Cases on Site: None.

Pertinent Zoning Cases in Surrounding Area: None.

Surrounding Zoning and Land Use: The proposed 0.60-acre tract is currently zoned “I-1” Light Industrial, along with the tract’s 4.34-acre parent parcel. Zoning to the north and west is also “I-1” Light Industrial. To the south and east is “R-2” Medium Density Residential zoning. The 0.60-acre tract is currently vacant. Aerial imagery dating from 1997 shows that the 0.60 acres have been vacant from this date to the present. Buildings for the Monica Elevator Company, an agriculturally related business consisting of grain elevators and machine storage, have been located on other parts of the parcel. The subject tract is within the unincorporated Town of Monica, which consists of the “I-1” Light Industrial and “R-2” Medium Density Residential zoning districts. The majority of the “I-1” zoning district is occupied by the Monica Elevator Company. Most of the town is zoned “R-2” Medium Density Residential and consists of the Princeville Township building, single-family dwellings, and vacant residential lots.

The petitioner requests to rezone the subject 0.60-acre portion of a 4.34-acre parcel from “I-1” Light Industrial to “R-2” Medium Density Residential. The petitioner owns the parcel directly east of the 0.60-acre tract, and this parcel contains his current residence. The petitioner also owns the parcel directly south of the 0.60-acre tract, and this parcel contains a residential accessory building used by the petitioner. The petitioner wishes to combine his dwelling parcel with his accessory structure parcel. An additional single-family dwelling owned by a different party separates the petitioner’s residence from the petitioner’s accessory structure. Given the existing dwelling separating the parcels, the only method of combining them would be to adjoin land to the west to both parcels. This land, the 0.60-acre tract, is currently zoned “I-1” and cannot be combined with “R-2” due to the incompatible zoning classification. Accordingly, the petitioner wishes to rezone the subject 0.60-acre tract to match the zoning of his parcels and combine them into one. The petitioner’s request would rezone a vacant tract of industrial land for residential use and match the character of the surrounding residential uses in the Town of Monica.

Technical Adequacy: The proposed tract is currently zoned “I-1” Light Industrial. The standards for the “I-1” Light Industrial District are discussed in Section 5.10 of the Unified Development Ordinance. The petitioner wishes to rezone the proposed 0.60-acre tract to “R-2” Medium Density Residential in order to combine his existing parcels, so the tract would not be used as a separate building site or taxing parcel. The standards for the “R-2” Medium Density Residential District are discussed in Section 5.5 of the Unified Development Ordinance. Residential uses are permitted as of right in the “R-2” District. The petitioner intends to combine the proposed tract with his dwelling parcel to the east and his accessory structure parcel to the south, which are both zoned “R-2.” Parcels with different zoning classifications may not be combined, so the petitioner’s request would allow for the combination of the tract with his adjacent parcels. The petitioner’s request would allow for the tract to be used residentially in conjunction with his dwelling and accessory structure. The petitioner’s request is consistent with the standards of the “R-2” Medium Density Residential District.

Environmental Impacts: The petitioner states that the property would be served by private well and private septic. The proposed 0.60-acre tract is currently vacant and does not contain a well or septic system. The petitioner wishes to rezone the proposed tract in order to combine his existing parcels, so the tract would be added to adjacent parcels and would not be used as a separate building site or taxing parcel. At the time of the Peoria City/County Health Department’s review, no conditions were found that would cause the Department to recommend denial of the request. However, during the review it was determined by the Department that if any plumbing is installed on the property, a private onsite wastewater permit will be required. The petitioner’s request to rezone the subject tract for residential use should have a minimal effect on the surrounding environment.

Transportation Impacts: The proposed 0.60-acre tract does not have road frontage, but the tract’s parent parcel has frontage on N. Daily Rd., a County non-primary highway. The proposed tract cannot stand alone as a separate building site

or taxing parcel because it does not have road frontage. Therefore, the tract must be combined with adjacent parcels for plat approval. This review and approval occurs at the administrative level by the plat officer in Planning and Zoning. The petitioner's dwelling parcel and accessory structure parcel also have frontage on N. Daily Rd. The petitioner intends to combine the proposed 0.60-acre tract with his adjacent parcels, and the tract will not be used as a separate building site or taxing parcel. No new access points are proposed for the tract. Accordingly, the petitioner's request should have minimal impact on local traffic patterns. The County Highway Department has no objections to the petitioner's request.

Land Use Form: The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Unincorporated Center. The Plan notes that Unincorporated Centers are almost entirely residential, although small neighborhood commercial uses are occasionally present. The petitioner requests to rezone the proposed 0.60-acre tract from "I-1" Light Industrial to "R-2" Medium Density Residential. The petitioner wishes to combine the tract with his dwelling parcel to the east and his accessory structure parcel to the south. Were the rezoning granted, the 0.60-acre tract would be used residentially in conjunction with the dwelling and accessory structure. The petitioner's request is consistent with the residential character of the Unincorporated Center Land Use Form.

Conclusions

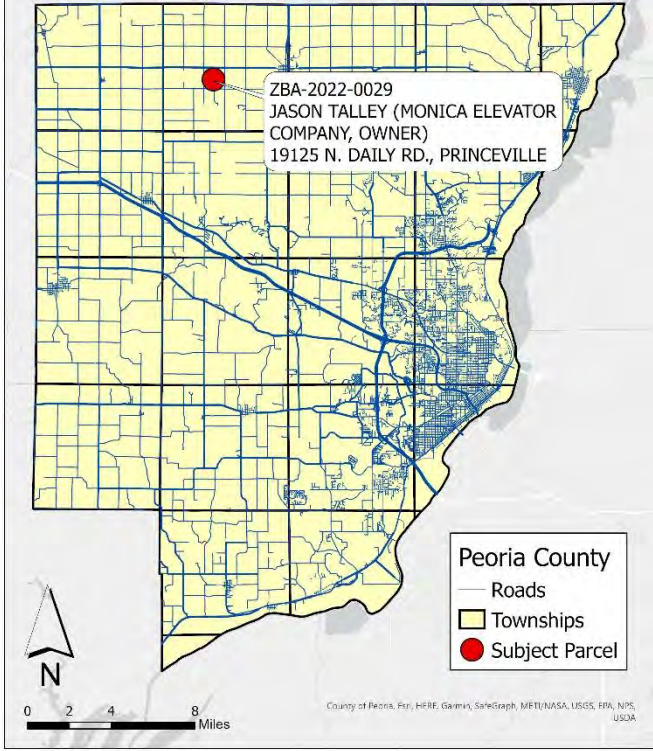
Consistency with the General Area (Existing Uses, Zoning, and Need). The proposed 0.60-acre tract is part of a larger parcel within the unincorporated Town of Monica. “I-1” Light Industrial and “R-2” Medium Density Residential are the only zoning districts present in the Town of Monica. The majority of the “I-1” zoning district is occupied by the Monica Elevator Company, an agriculturally related business consisting of grain elevators and machine storage. Most of the town is zoned “R-2” Medium Density Residential. The proposed 0.60-acre tract is adjacent to “R-2” Medium Density Residential zoning. Adjacent properties are used residentially. The petitioner wishes to combine his dwelling parcel with his accessory structure parcel, and the only method of combining them would be to adjoin land to the west to both parcels. This land, the proposed 0.60-acre tract, is currently zoned “I-1” and cannot be combined with “R-2.” Accordingly, the petitioner wishes to rezone the proposed 0.60-acre tract to match the zoning of his parcels and combine them into one. The petitioner’s request would allow the proposed 0.60-acre tract to be used residentially in conjunction with the petitioner’s dwelling and accessory structure. The 0.60 acres are not currently used by the Monica Elevator Company. The petitioner’s request will allow him to add the proposed 0.60-acre tract to his adjacent parcels in order to combine his dwelling property and accessory structure property.

Conformance of the Subject Property (Property Value, Suitability, Vacancy). The petitioner’s rezoning request would allow him to combine his dwelling parcel and accessory structure parcel and allow the proposed 0.60-acre tract to be used residentially. The 0.60 acres are not currently used by the Monica Elevator Company. The tract has been vacant since at least 1997, as elevator buildings have been located on different parts of the parcel. The tract would be combined and used residentially in conjunction with the dwelling and accessory structure. The unincorporated area of Monica is predominantly residential with the exception of the Monica Elevator Company. The request is compatible with surrounding land uses and zoning.

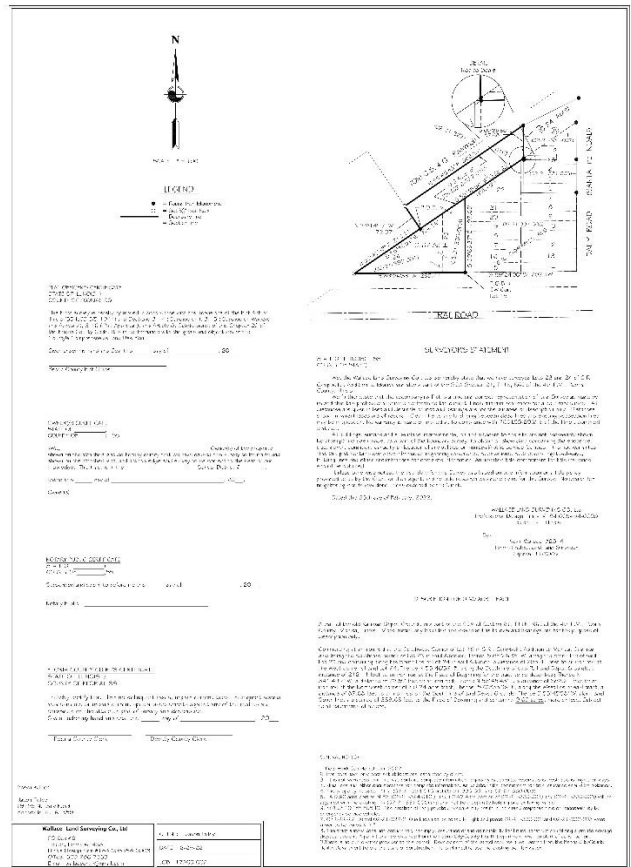
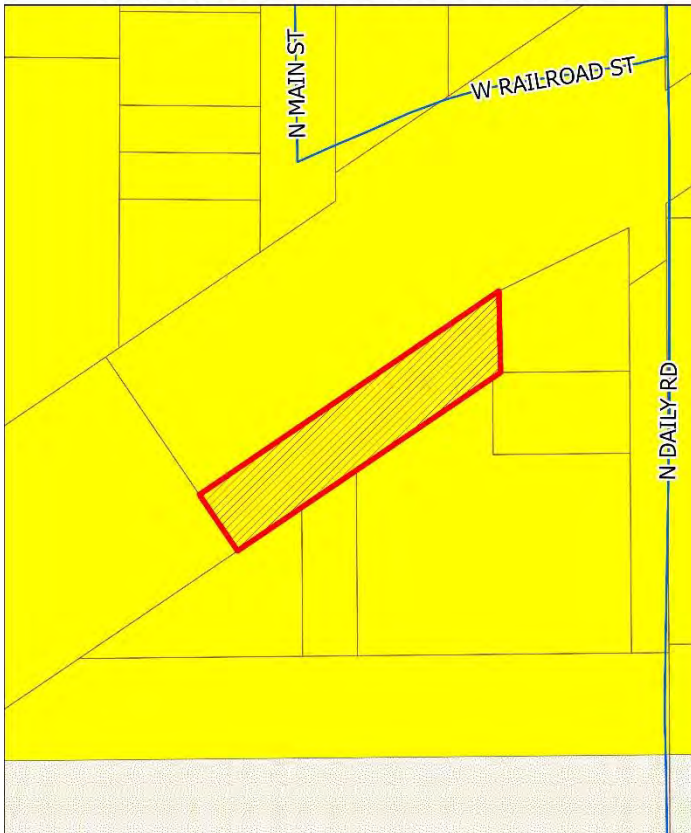
Impact on the Public (Welfare and Relative Gain). The proposed 0.60-acre tract is currently zoned “I-1” Light Industrial. The petitioner requests to rezone the proposed tract to “R-2” Medium Density Residential in order to combine the tract with his dwelling parcel to the east and his accessory structure parcel to the south. The petitioner’s request would allow for the tract to be used residentially in conjunction with his dwelling and accessory structure. The petitioner’s request would also allow for the tract to be consistent with the mostly residential character of Monica.

Consistency with Adopted County Plan. The Future Land Use Form Map in the Peoria County Comprehensive Land Use Plan designates this area as Unincorporated Center. The Plan notes that Unincorporated Centers are almost entirely residential, although small neighborhood commercial uses are occasionally present. The petitioner requests to rezone the proposed 0.60-acre tract from “I-1” Light Industrial to “R-2” Medium Density Residential. The petitioner wishes to combine the proposed tract with his dwelling parcel to the east and his accessory structure parcel to the south. Were the rezoning granted, the 0.60-acre tract would be combined with these parcels and used residentially. The petitioner’s request is consistent with the residential character of the Unincorporated Center Land Use Form.

Zoning Board of Appeals July 14, 2022



Future Land Use Form



Staff Recommendation

Based on the above information, the Department recommends **approval**.

Respectfully submitted,

Taylor Armbruster
Planner I

Kathi Urban
Director

Legal Description

A part of the old Railroad Depot Grounds in a part of the Southeast Quarter of Section 21, Township 11 North, Range 6 East of the Fourth Principal Meridian, Peoria County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:

Commencing at an iron rod at the Southwest Corner of Lot 15 in Block B in G. R. Campbell's Addition to Monica. Said rod also being the Southeast corner of Lot 23 in said Addition; Thence South 89 degrees 26 minutes 39 seconds West, along the South line of said Lot 23 and continuing along the South line of Lot 24 in said Addition, a distance of 295.41 feet to an iron rod at the West corner of said Lot 24; Thence North 55 degrees 46 minutes 52 seconds East, along the South line of said Railroad Depot Grounds, a distance of 212.11 feet to an iron rod at the Place of Beginning for the tract to be described; Thence North 34 degrees 14 minutes 17 seconds West, a distance of 72.97 feet to an iron rod; Thence North 55 degrees 45 minutes 43 seconds East, a distance of 382.21 feet to an iron rod at the Northwest corner of a 0.24 acre tract; Thence South 00 degrees 35 minutes 36 seconds East, along the West line of said tract, a distance of 87.68 feet to an iron rod on the South line of said Depot Grounds; Thence South 55 degrees 45 minutes 58 seconds West, along said South line, a distance of 333.63 feet to the Place of Beginning and containing 0.60 acres, more or less. Subject to all easements of record.
(Princeville Township 02-21-327-010)

MINUTES OF THE DELIBERATION OF THE
PEORIA COUNTY ZONING BOARD OF APPEALS

A meeting of the Peoria County Zoning Board of Appeals was held on Thursday, July 14, 2022. The meeting was called to order by Chairperson Linda O'Brien at 9:00 a.m.

PRESENT: Linda O'Brien – Chairperson, J. Greg Fletcher, Greg Happ, Robert Asbell, Chris Duncan, Stephen Pollack

ABSENT: Randy Weber, LaVonne Sammis, Justin Brown

STAFF: Kathi Urban – Director
Andrew Braun – Assistant Director
Taylor Armbruster – Planner I
Jack Weindel – Planner I
Jennie Cordis Boswell – Civil Assistant State's Attorney
Sarah Cox – ZBA Administrative Assistant

Case No. **ZBA-2022-029** at 9:00 a.m. Hearing to be held in Room 403, of the Peoria County Courthouse, Peoria, Illinois.

Petition of **JASON TALLY, acting on behalf of MONICA ELEVATOR (owner), a REZONING** request from "I-1" Heavy Industrial to "R-2" Medium Density Residential. The petitioner proposes to rezone 0.60 acres in order to combine additional property with his existing parcels.

FINDINGS OF FACT FOR REZONING

Section 20-3.6.4

In evaluating a proposed rezoning, the following factors shall be considered, not one of which shall be controlling:

1. The existing uses and zoning of nearby property;
 - The petitioner proposes to rezone 0.60 acres currently zoned "I-1" Heavy Industrial to "R-2" Medium Density Residential, in order to combine additional property with his existing parcels. Rezoning would allow the 0.60-acre tract to be used residentially in conjunction with the petitioner's dwelling and accessory structure. The request is compatible with surrounding land uses and zoning.
2. The extent to which property values are diminished by the particular zoning restriction;
 - If rezoning is granted, property values may possibly increase. Refer to #1.
3. The extent to which the destruction of property values of the applicant promotes the health, safety, morals or general welfare of the public;
 - Non-applicable. Refer to #1.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner;

- The petitioner's request would allow for the tract to be used residentially in conjunction with his dwelling and accessory structure. If the request is granted, rezoning of the tract would coincide with the mostly residential character of Monica.
5. The suitability of the subject property for the zoned purposes;
 - Rezoning would allow the 0.60-acre tract to be used residentially in conjunction with the petitioner's dwelling and accessory structure. The petitioner's request is compatible with surrounding land uses and zoning.
 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the subject property;
 - The subject parcel is not currently used by the Monica Elevator Company and has been vacant since at least 1997.
 7. The community need for the proposed use; and
 - Refer to #1 and #4.
 8. Whether the proposed change would be contrary to any officially adopted County plan.
 - The petitioner's request is consistent with the residential character of the unincorporated center land use form.

A motion to approve the Findings of Fact was made by Mr. Fletcher and seconded by Mr. Duncan. Six affirmative votes; (6-0). A motion to approve the proposed rezoning was made by Mr. Fletcher and seconded by Mr. Duncan. A vote was taken, and the motion was approved; (6-0).

Meeting adjourned 9:53 a.m.

Respectfully submitted,

Sarah Cox
ZBA Administrative Assistant

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Land Use Committee does hereby recommend passage of the following Resolution:

RE: Approval of Rezoning, Petition of Jason W. Talley.

RESOLUTION

WHEREAS, the County of Peoria has enacted a Unified Development Ordinance, Chapter 20 of the Peoria County Code; and

WHEREAS, said ordinance zones the subject property as "I-1" Light Industrial; and

WHEREAS, the petitioner has requested this property be zoned "R-2" Medium Density Residential in order to combine additional property with his existing parcels; and

WHEREAS, a hearing on said Rezoning was held before the Zoning Board of Appeals (ZBA) on July 14, 2022 in Case No. ZBA-2022-0029; a copy of the deliberation minutes of said hearing and a legal description of the subject property are attached; and

WHEREAS, the ZBA deliberated its decision on July 14, 2022, and voted to recommend approval of the Rezoning; a copy of the ZBA's findings of fact is attached; and

WHEREAS, your Committee met on July 25, 2022 to consider the ZBA's recommendation and voted to approve the Rezoning.

NOW THEREFORE BE IT ORDAINED, by the County Board of Peoria County, that the Rezoning in Case No. ZBA-2022-0029 is hereby approved.

NOTICE: Approval of this Rezoning does not constitute approval of wells nor septic systems for the property required by the Peoria City/County Health Department.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: July 26, 2022

LINE ITEM:
AMOUNT:

ISSUE:

For RESOLUTION: Referendum Question to Eliminate the County Auditor for the November 8, 2022 General Election

BACKGROUND/DISCUSSION:

Under the Counties Code of the State Statutes, county governments in Illinois are only required to have an elected Auditor if the population falls between 75,000 and 3,000,000 (55 ILCS 5 / Division 3-1). Peoria County is one of 21 counties that meet that criterion. That means 79% of the counties in Illinois do not meet the criteria to have an elected county auditor. Article VII, Section 4 of the State Constitution states that the office of County Auditor is not a Constitutional Officer, and that the office is permissive. This means that counties above or below the population thresholds do not have county auditors, but they may create the office by asking the voters via a referendum. It also means that counties, like Peoria County, that fall within the population threshold may ask the voters to eliminate the office.

Of the 21 counties that meet the criteria to have an elected county auditor, there are four (4) that do not have an auditor. They are DeKalb, Kendall, Lake, and Vermillion counties. DeKalb and Kendall were once below the population threshold and grew large enough to have an auditor. Voters in both counties said they wanted to keep the status quo by voting to eliminate the office before the county's first auditor could be elected. Lake County had met the population criteria for many decades before their voters approved a referendum to eliminate the office. Vermillion County grew in population during the 2020 census and are currently determining if they will duplicate the actions of DeKalb and Kendall counties.

For counties the size of Peoria County, the Counties Code lists eleven (11) duties of the County Auditor; the first nine (9) of which all counties with an Auditor are required to have and two (2) additional that are required for counties between 75,000 and 275,000 population. They are listed below. Many of the functions listed below are duplicated functions of other county officers (countywide elected officials) or the county board based on different sections of the Counties Code. Additionally, modern finance software automates several of these functions whereas the statute is based on antiquated paper processes.

Function

1. Audit all claims against the county, and recommend to the county board the payment or rejection of all claims presented.
2. Collect, analyze and preserve statistical and financial information with respect to the cost of operation of the various institutions and facilities maintained, operated or owned by the county.
3. Approve all orders for supplies issued by the various county officers, before the orders are to be placed with the parties to whom the same are to be given.
4. Maintain a file of all contracts entered into by the county board and all authorized county officers, for or on behalf of the county.

5. Quarterly financial reporting to the County Board with notice published in a newspaper of general circulation.
6. Audit the receipts of all county officers and departments presented for deposit with the county treasurer.
7. Maintain a continuous internal audit of the operations and financial records of the officers, agents or divisions of the county. The county auditor shall have access to all records, documents, and resources necessary for the discharge of this responsibility.
8. Audit the inventory of all real and personal property owned by the county under the control and management of the various officers and departments of the county.
9. Audit the documentation, records, and bases for the amounts billed to the county, as maintained by county vendors, under agreements between the county and its vendors, when those agreements provide that the amounts billed to the county are based upon actual costs incurred by the vendor, or when those agreements include the requirement that the county provide a reimbursement for out-of-pocket costs incurred by the vendors.
10. Be the general accountant of the county and keep its general accounts.
11. Devise and install a system of financial records in the offices and divisions of the county, to be followed in such offices and divisions. Such a system shall be suitable to the needs of the office and in accordance with generally accepted principles of accounting for governmental bodies.

For those that argue the elimination of the elected County Auditor creates the opportunity for fraudulent activities, there are several existing checks and balances that already exist today that work to manage and limit fraudulent risk. These include having an external auditor, which is required by law in Illinois. Our policies and procedures are also consistent in content and in execution of generally accepted accounting practices (GAAP), guidelines from the Government Finance Officers Association (GFOA), and satisfactory enough that our external auditors routinely give the County an unqualified opinion (the highest rating possible) of the county's financial statements. This means that the county's financial statements, which are prepared by the county (less than 5% of local governments prepare their own financial statements) are consistent with GAAP and meet the *Government Accounting Standards* as established and maintained by the Comptroller General of the United States, and free from fraud or error.

State Statutes do not specify the exact ballot language that must be used for this referendum. Therefore, the County Board has flexibility to craft the question to be asked of the voters. The ballot language below is suggested.

Shall Peoria County eliminate the internal Office of County Auditor when Peoria County already has an external Auditor as required by state law? This would be a cost savings of approximately \$150,000 annually.	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

COUNTY BOARD GOALS:

STAFF RECOMMENDATION:

N/A

COMMITTEE ACTION:

Approved 7/26/22 (11-2 votes) Ms. Bryant and Mr. Reneau voted nay;
Ms. Pastucha and Mr. Rand absent

PREPARED BY: James T. Fennell, Vice Chairman

DEPARTMENT: County Board

DATE: July 18, 2022

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Executive Committee does hereby recommend passage of the following Resolution.

Re: Referendum Question for the November 8, 2022 General Election to Eliminate the Office of
County Auditor

RESOLUTION

WHEREAS, Article VII, Section 4 of the Illinois Constitution permits the Peoria County Board to authorize a referendum that eliminates the Office of County Auditor, and;

WHEREAS, Article VII, Section 11 requires that such a referendum be on the ballot in a general election of which the November 8, 2022 General Election is included, and;

WHEREAS, the Peoria County Board believes that the people of the County of Peoria are entitled to decide whether the office of County Auditor shall be eliminated.

NOW, THEREFORE, BE IT RESOLVED that the County Board orders the following referendum to be placed on the ballot for the General Election to be held November 8, 2022.

Referendum Title: Eliminate the Office of County Auditor

Shall Peoria County eliminate the internal Office of County Auditor when Peoria County already has an external Auditor as required by state law? This would be a cost savings of approximately \$150,000 annually.	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee
MEETING DATE: **August 11, 2022**

LINE ITEMS:	FY22 Revenue:	052-2-052-1-825-33400	\$ 38,000.00
	FY22 Expense:	052-2-052-1-825-51040	\$ 11,000.00
		052-2-052-1-825-51510	\$ 900.00
		052-2-052-1-825-52041	\$ 100.00
		052-2-052-1-825-52210	\$ 100.00
		052-2-052-1-825-53071	\$ 300.00
		052-2-052-1-825-54000	\$ 1,700.00
		052-2-052-1-825-54306	\$ 13,000.00
		052-2-052-1-825-54330	\$ 200.00
		052-2-052-1-825-54338	\$ 250.00
		052-2-052-1-825-54390	\$ 7,500.00
		052-2-052-1-825-54401	\$ 250.00
		052-2-052-1-825-61001	\$ 2,700.00

ISSUE: Approval of SFY23 Illinois Department of Human Service (IDHS) Grant for the Peoria County Visitation Center and FY22 Budget Amendment

BACKGROUND/DISCUSSION: Peoria County has been awarded a grant from the Illinois Department of Human Services (IDHS) for July 1, 2022, through June 30, 2023, in the amount of One-Hundred Thousand dollars (\$100,000.00). This grant is intended to be used for supervised visitations at the Peoria County Visitation Center (VC) which is located within the Crittenton Center building at 442 W. John H. Gwynn Jr. Ave. in downtown Peoria.

The VC provides a safe place for noncustodial parents to participate in court-ordered supervised visitations with their children. Evidence-based data shows children are best served if they can have a positive relationship with both parents. This program allows gradual bonding of the child/children with a parent to develop in a supervised setting. While the parent and child are in the center, visitation staff supervises and intervenes with positive instruction when necessary. Successful participation results in the judge expanding visitation rights beyond the center, in a less restricted environment, with the goal being full-unsupervised visitation privileges.

These grant funds will allow an increase in staffing and hours of operation so that the current waiting list is eliminated, and more families can benefit from this much needed service. VC revenues and expenditures are reported in the Neutral Site Custody & Exchange Fund (a special revenue fund). Due to the grant beginning **July 1, 2022, an amendment to the County's FY22 budget is also being requested.** The remaining funding of \$62,000 has already been included in the FY23 Requested Budget submitted to Finance. No matching funds are required, all direct expenses incurred will be reimbursed (including fringe benefits), and indirect costs of 10% will be recouped.

We are requesting the Committee approve the SFY23 IDHS Grant for the Peoria County Visitation Center and amend the FY22 Budget to appropriate the necessary funds.

COUNTY BOARD GOALS:



EFFECTIVE SERVICE DELIVERY

STAFF RECOMMENDATION: Approve the SFY23 IDHS Grant for the Peoria County Visitation Center and amend the FY22 budget

COMMITTEE ACTION:

PREPARED BY: Jennifer Shadid, Court Administration CFO
DEPARTMENT: Court Administration
DATE: July 25, 2022

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND
PEORIA COUNTY BOARD**

The Department of Human Services (Grantor), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and PEORIA COUNTY BOARD (Grantee), with its principal office at 324 Main St Ste 502 Peoria, IL 61602-2302 and payment address (if different than principal office) at _____, 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 ("State") 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 071436208 is Grantee's correct DUNS number, that EZL3KSS655L5 is Grantee's correct UEI, if applicable, that 37-6001763 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$100,000.00, of which \$100,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The State Award Identification Number is See ExhibitA.

1.4. Term. This Agreement shall be effective on Jul 1, 2022 and shall expire on Jun 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 correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

PEORIA COUNTY BOARD

By: _____
Signature of Grace B. Hou, Secretary

By: 
Signature of Authorized Representative

Date: _____

Date: 28-Jul-2022

Designee Name: _____

Printed Name: Scott Sorrel

Designee Title: Contract Obligations Analyst

Printed Title: County Administrator

E-mail: jdubin@peoriacounty.org

ssorrel

By: _____
Signature of First Other Approver, if Applicable

FEIN: 376001763

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____

Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is 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 Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

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) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has 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 changes, or the certifications made in

and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

“Close-out Report” means a report from the Grantee allowing 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.

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

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

“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 within the Governor's Office of Management and Budget.

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

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

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

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

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base.

If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

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

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

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

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

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

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

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

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

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

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

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

**ARTICLE 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. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

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

4.7. Interest.

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

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

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

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

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

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide 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 State Award (44 Ill. Admin Code 7000.360) 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. 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. 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 Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of 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. 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 Part 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. 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. 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. **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).

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

**ARTICLE VIII
REQUIRED CERTIFICATIONS**

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

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

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

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

(d) **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).

(e) **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.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), 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).

(g) **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.

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

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

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

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

(l) **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.

(m) **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.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. 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.

(o) **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).

(p) **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.

(q) **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.

(r) **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).

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

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

**ARTICLE IX
CRIMINAL DISCLOSURE**

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

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. 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 - 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-grantees 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, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), 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. 2 CFR 200.329; 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**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

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

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

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit 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**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(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**. 2 CFR 200.301; 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. 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, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

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

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

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

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

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

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

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters

issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the 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 State Grants, 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 State Grants, but expends \$300,000 or more in State Grants, 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 State Grants.
- (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 Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 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 pass-through funds from State Grants, 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 the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to 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. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

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

16.1. Termination.

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

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

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

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

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

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

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

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

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

16.5. Effects of Suspension and Termination.

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

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

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

(i) Grantor expressly authorizes them in the notice of suspension or termination; 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 (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION 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, for non-governmental grantees only, 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 or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original

financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and 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 this Award and that use and disposition conditions apply to the property.

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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. 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.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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**EXHIBIT A
PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME:
STATE PROGRAM NAME: DOMESTIC VIOLENCE ENHANCED SERVICES
PURPOSE OF GRANT

CSFA Number: 444-80-2651
Appropriation FY: 2023
Appropriation Code: 0324.44499.4900.001600NE
WBS Element: 444AR32423-DVP7DVP7-VARI
Sponed. Prog: DVP7
Appropriation Amount: \$100,000.00
These funds are Used/Reported by the Provider as Federal Funds: Yes
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: 21.027 - CFDA Name: Coronavirus State and Local Fiscal Recovery
FAIN Number: 2022ARPA - FAIN Award Agency: IEMA
FAIN Award Date: Jul 1, 2022

The Department's Domestic violence efforts are dedicated to support a statewide trauma informed system for individuals and their significant others that are impacted by domestic violence. The Bureau of Domestic Violence, Sexual Assault & Human Trafficking funds a service network which provides comprehensive, confidential, support in response to violence. Outreach, education, training, intervention and working in partnership with communities are a part of the statewide strategy to advance safety and hold abusers accountable.

The Domestic Violence Enhanced Services grant award program provides additional short-term funding to establish, support or expand services for agencies identified in the state budget process. The scope of services adhere to the service delivery models outlined in the Domestic Violence Services Guidelines Manual and/or Administrative Code 89:501 and according to the program plan approved by the bureau.

----- END OF PROGRAM: DOMESTIC VIOLENCE ENHANCED SERVICES -----

EXHIBIT B
DELIVERABLES OR MILESTONES

1. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit G. Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 25 days after the quarter ends.
2. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 60 days after this Agreement's end of the period of performance or termination.
3. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G. Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 25 days after the quarter ends.
4. Time Period for Close-out Programmatic and Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 60 days after this Agreement's end of the period of performance or termination.
5. Grantee must provide services for the entire funding period and notify the Department of changes to their Program plan or changes in personnel within 10 days.
6. Grantee will submit a program plan to bureau staff within 45 days of grant period.
7. Grantee will provide services as outlined in approved program plan and in accordance with the Domestic Violence Services Guidelines Manual and/or Administrative Code 89:501
8. Grantee will request a revision in the program plan and/or budget, if necessary.

----- END OF PROGRAM: DOMESTIC VIOLENCE ENHANCED SERVICES -----

EXHIBIT C
PAYMENT

Grantee shall receive \$100,000.00 under this Agreement.

Enter specific terms of payment here:

A. Payment Terms

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance).

I. Advance Payment Method (Advance and Reconcile)

An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.

Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must

EXHIBIT C

include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

Working Capital Advance Payments are limited to a single occurrence per grant term.

Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

B. Reported expenses should be consistent with the approved budget. If any budget variances are noted, the DFCS contact may request that the provider submit a revised budget before subsequent payments are made. See Sections 6.2, 6.3 and 6.4 of the Grant Agreement for details on budget revisions, discretionary line transfers and non-discretionary line item transfers.

C. Expenditure documentation must be submitted in the format defined by the Bureau of Domestic Violence, Sexual Assault and Human Trafficking. Expenditures must be submitted to

EXHIBIT C

DHS.DVSAHT@illinois.gov no later than the 25th day of the month following the month of services.

D. Quarterly Performance documentation must be submitted in the format defined by the Bureau of Domestic Violence, Sexual Assault and Human Trafficking. Performance reports must be submitted to DHS.DVSAHT@illinois.gov no later than the 25th day of the month following the end of the quarter.

E. Late performance or expense reporting can result in grantees being placed on the Illinois Stop Payment List.

F. The final payment from the Department under this agreement shall be made upon the Department's determination that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after the completion of the review of the Provider's records as provided in the Agreement.

----- END OF PROGRAM: DOMESTIC VIOLENCE ENHANCED SERVICES -----

Estimated Annual Contract Amount: \$100,000.00

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

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: TERESA TUDOR

Title: Program Manager

Address: 823 E Monroe St
Springfield, IL 62701-1915

Phone: 217-558-6192

TTY #: _____

Fax #: _____

E-mail Address: teresa.tudor@illinois.gov

GRANTEE CONTACT

Name: ~~Jessica Durbin~~ Gabe McLead

Title: ~~Board Chairman~~ Trial Court Administrator

Address: 324 Main St
Ste ~~502~~ 210
Peoria, IL 61602-2302

Phone: 309-672-~~6056~~ 6066

TTY #: _____

Fax #: 309-672-~~6054~~ 6957

E-mail Address: ~~jdurbin~~ gmclead@peoriacounty.org

Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

1. Number of activities implemented in approved program plan.
2. Establishment of tracking of performance measures in accordance with approved program plan.
3. Number of performance measures met.

----- END OF PROGRAM: DOMESTIC VIOLENCE ENHANCED SERVICES -----

EXHIBIT F
PERFORMANCE STANDARDS

1. Grantee will complete 100% of the activities approved in the program plan.
2. Grantee will track 100% of performance measures approved in the program plan.
3. Grantee will meet 100% of established performance measures in approved program plan.

----- END OF PROGRAM: DOMESTIC VIOLENCE ENHANCED SERVICES -----

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.

N/A

----- END OF PROGRAM: DOMESTIC VIOLENCE ENHANCED SERVICES -----

PART TWO – THE GRANTOR-SPECIFIC TERMS

**ARTICLE XXVII
ADDITIONAL CERTIFICATIONS**

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

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

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

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

**ARTICLE XXVIII
ADDITIONAL TERMS**

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

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

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

28.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded

that are subject to the Illinois Grant Funds Recovery Act.

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

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

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

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

28.9 Reporting Requirements. The reporting timeframes described in Paragraphs 13.1, 13.2, 14.1 and 14.2 are specified in Exhibit B.

**ARTICLE XXIX
MONITORING AND INFORMATION**

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

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

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

**ARTICLE XXX
WORK PRODUCT**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

32.1. Applicability. This Article does not apply to governmental bodies or institutions of higher education.

32.2. Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

32.3. Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

32.4. Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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PART THREE - THE PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXIII
ADDITIONAL REQUIREMENTS**

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

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

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSBT06576

State Agency Illinois Department of Human Services

FY. 2023

Grantee PEORIA COUNTY BOARD

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 071436208

FEIN 376001763

Catalog of State Financial Assistance (CSFA) Number 444-80-2651

CSFA Short Description. DOMESTIC VIOLENCE ENHANCED SE

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$100,000.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$28,730.00
2. Fringe Benefits (200.431)	\$2,197.85
3. Travel (200.475)	\$150.00
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	\$500.00
6. Contractual Services/Subawards (200.318 and 200.1)	\$39,000.00
7. Consultant (200.459)	\$600.00
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	\$18,000.00
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	\$540.00
12. Training and Education (200.473)	\$2,000.00
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	\$860.00
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$92,577.85
17. Indirect Cost (200.414)	\$7,421.79
Rate %: 10.00	
Base: \$74,217.85	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$100,000.00
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2022.07.23.09.55.52 295



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSBT06576

State Agency Illinois Department of Human Services

FY. 2023

Grantee PEORIA COUNTY BOARD

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 071436208

FEIN 376001763

Catalog of State Financial Assistance (CSFA) Number 444-80-2651

CSFA Short Description. DOMESTIC VIOLENCE ENHANCED SE

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	N/A

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2022.07.23.09.55.52 295



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSBT06576**

State Agency Illinois Department of Human Services

FY. 2023

Grantee PEORIA COUNTY BOARD

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 071436208

FEIN 376001763

Catalog of State Financial Assistance (CSFA) Number 444-80-2651

CSFA Short Description. DOMESTIC VIOLENCE ENHANCED SE

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	\$28,730.00	N/A	\$28,730.00
2. Fringe Benefits	\$2,197.85	N/A	\$2,197.85
3. Travel	\$150.00	N/A	\$150.00
4. Equipment	N/A	N/A	N/A
5. Supplies	\$500.00	N/A	\$500.00
6. Contractual Services	\$39,000.00	N/A	\$39,000.00
7. Consultant (Professional Services)	\$600.00	N/A	\$600.00
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	\$18,000.00	N/A	\$18,000.00
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	\$540.00	N/A	\$540.00
12. Training and Education	\$2,000.00	N/A	\$2,000.00
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	\$860.00	N/A	\$860.00
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$92,577.85	N/A	\$92,577.85
17. Indirect Cost	\$7,421.79	N/A	\$7,421.79
State Request	\$100,000.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$100,000.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2022.07.23.09.55.52 295

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

Re: Approval of SFY23 Illinois Department of Human Service (IDHS) Grant for the Peoria County Visitation Center and FY22 Budget Amendment

RESOLUTION

WHEREAS, State Rep. Jehan Gordon-Booth passed out of committee House Resolution 745 that emphasizes the need to support supervised visitation centers, and;

WHEREAS, House Bill 900 was amended to appropriate funds from the State Coronavirus Urgent Remediation Emergency Fund to the Illinois Department of Human Services (IDHS) for a grant to the Peoria County Tenth Judicial Circuit Court Visitation Center for operational purposes, and;

WHEREAS, Peoria County was awarded a grant from IDHS in the amount of One-Hundred Thousand dollars (\$100,000.00) to be used for supervised visitations at the Peoria County Visitation Center, and;

WHEREAS, these funds will be used from July 1, 2022, through June 30, 2023, to expand and enhance the operations of the Peoria County Visitation Center, and;

WHEREAS, no matching funds from the County are required for this grant and indirect costs will be recouped, and;

WHEREAS, the County of Peoria acts as fiscal agent for the Peoria County Visitation Center, and;

WHEREAS, this grant was not available when the FY22 budget requests were submitted, and;

WHEREAS, \$62,000 of this grant was included in the FY23 budget request submitted to Finance, and;

WHEREAS, your Committee would recommend the Board approve this grant and appropriate the additional funds to the following line items in the Neutral Site Custody and **Exchange Fund's FY'22 budget:**

FY22 Revenue:	052-2-052-1-825-33400	\$ 38,000.00
FY22 Expense:	052-2-052-1-825-51040	\$ 11,000.00
	052-2-052-1-825-51510	\$ 900.00
	052-2-052-1-825-52041	\$ 100.00
	052-2-052-1-825-52210	\$ 100.00
	052-2-052-1-825-53071	\$ 300.00
	052-2-052-1-825-54000	\$ 1,700.00
	052-2-052-1-825-54306	\$ 13,000.00
	052-2-052-1-825-54330	\$ 200.00
	052-2-052-1-825-54338	\$ 250.00
	052-2-052-1-825-54390	\$ 7,500.00

052-2-052-1-825-54401	\$	250.00
052-2-052-1-825-61001	\$	2,700.00

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that it approves the SFY23 IDHS grant agreement for the Peoria County Visitation Center and will **amend the FY'22 budget** as set forth in this Resolution.

RESPECTFULLY SUBMITTED,

Public Safety and Justice Committee

Date: August 11, 2022

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee
MEETING DATE: August 11, 2022

LINE ITEM: #001-1-008-1-118-51031

ISSUE: Approval of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender

BACKGROUND/DISCUSSION:

Effective July 1, 2022, a 2.90% **cost of living adjustment was approved for all Illinois State's Attorneys** through the Illinois Senate.

In accordance with the Counties Code (55 ILCS 5/3-4007), **full-time public defenders' salaries must be at least 90% of the State's attorney's annual compensation.** Therefore, in compliance with said Counties Code, the Courts are requesting the annual salary of the Public Defender be increased to \$169,878.39, **which is equivalent to 90% of the State's Attorney's salary.**

No budget amendment is necessary to increase the personnel line item. In addition, pursuant to 55 ILCS 5/3-4007, the State of Illinois reimburses the county 66 2/3 percent of the salary paid to the Public Defender.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender

COMMITTEE ACTION:

PREPARED BY: Kristen Collins, Paralegal
DEPARTMENT: Public Defender
DATE: August 1, 2022

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender

RESOLUTION

WHEREAS, the County of Peoria is obligated by statute to provide compensation to the Public Defender; and

WHEREAS, in accordance with the Counties Code (55 ILCS 5/3-4007), the full-time public defender's salary **must be at least 90% of the State's attorney's annual compensation**; and

WHEREAS, in accordance with the laws of the State of Illinois, States Attorneys were allowed a COLA increase effective July 1, 2022; and

WHEREAS, the Public Defender's salary needs to increase likewise, to meet the 90% requirement; and

NOW THEREFORE BE IT RESOLVED by the County Board of Peoria County, that it will authorize the annual salary of the Public Defender of Peoria County to be increased to the amount of One Hundred Sixty-Nine Thousand, Eight Hundred Seventy-eight dollars and 39/100 (\$169,878.39) effective July 1, 2022, as set forth in the agenda briefing.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: August 11, 2022

COUNTY OF PEORIA, ILLINOIS

**RESOLUTION EXTENDING THE DECLARATION OF EMERGENCY DUE TO
COVID-19 IN PEORIA COUNTY, ILLINOIS**

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 3,584,000 ¹ and taking the lives of more than 34,380 ² Illinois residents as of August 3, 2022; and,

WHEREAS, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, as Illinois adapts and responds to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that spreads rapidly through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 580.2 million ³confirmed cases of COVID-19 and 6.4 million deaths ⁴attributable to COVID-19 globally and,

WHEREAS, despite efforts to contain COVID-19, the virus continued to spread rapidly, resulting in the need for federal and State governments to take significant steps; and,

WHEREAS, COVID-19 vaccines are effective at preventing COVID-19 disease, especially severe illness and death, but a proportion of the population remains unvaccinated and some residents, including younger children, cannot yet receive the vaccine; and,

WHEREAS, on March 9, 2020, the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19; and,

WHEREAS, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), covering all states and territories, including Illinois; and,

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,

WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on April 30, 2020, due to the continued spread of COVID-19 in Illinois, the threatened shortages of hospital beds, ER beds, and ventilators, and the inadequate testing capacity, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on May 29, 2020, June 26, 2020, July 24, 2020, August 21, 2020, September 18, 2020, October 16, 2020, November 13, 2020, December 11, 2020, January 8, 2021, February 5, 2021, March 5, 2021, April 2, 2021, April 30, 2021, May 28, 2021, June 26, 2021, July 23, 2021, August 20, 2021, September 17, 2021, October 15, 2021, November 12, 2021, December 10, 2021, January 7, 2022, February 4, 2022, March 4, 2022, April 1, 2022, April 29, 2022, May 27, 2022, June 24, 2022, and July 22, 2022 the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19, renewing his prior declarations; and,

WHEREAS, as circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, the unprecedented nature of COVID-19, including the health consequences it has on not just the respiratory system but the heart, brain, kidneys, and the body's immune response, has made the virus's effects and its path difficult to predict; and,

WHEREAS, the Omicron variant is more transmissible than prior variants, and has led to significant increases in the number of COVID-19 cases; and,

WHEREAS, the rapid spread of the Omicron variant has resulted in more hospitalizations throughout the State than at any prior point during the COVID-19 pandemic; and,

WHEREAS, a new Omicron subvariant, BA.5, has driven surges in cases, hospitalizations, and deaths in other parts of the world, and has led to a recent increase in the number of COVID-19 cases in the State; and,

WHEREAS, social distancing, face coverings, and other public health precautions have proven to be critical in slowing and stopping the spread of COVID-19, especially when community spread of the disease is high; and,

WHEREAS, the Centers for Disease Control and Prevention ("CDC") issued revised guidance on February 25, 2022, to lift its recommendation for universal indoor masking; and,

WHEREAS, that CDC guidance provided a framework for assessing community COVID-19 levels based on COVID-19 hospital admissions, inpatient bed availability, and number of COVID-19 cases; and,

WHEREAS, the CDC's guidance now only recommends universal masking in communities with high community COVID-19 levels; and,

WHEREAS, the CDC continues to advise that some community settings, such as schools and high-risk congregate settings may require additional layers of prevention based on the characteristics of the setting and in the event of an outbreak; and,

WHEREAS, some people infected by the virus remain asymptomatic but nonetheless may spread it to others; and,

WHEREAS, public health guidance advises that minimizing physical interactions between people who do not reside in the same household is critical to slowing the spread of COVID-19; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, at the time of the first Gubernatorial Disaster Proclamation, there were 11 confirmed cases of COVID-19 in one Illinois county; and,

WHEREAS, as of August 3, 2022, there have been over 3.58 million ⁵confirmed cases of COVID-19 in all Illinois counties; and,

WHEREAS, the first death attributed to COVID-19 in Illinois was announced on March 17, 2020; and,

WHEREAS, as of August 3, 2022, more than 34,380 ⁶ residents of Illinois have died due to COVID-19; and,

WHEREAS, from the outset, studies have suggested that for every confirmed case there are many more unknown cases, some of which are asymptomatic individuals who can pass the virus to others without knowing; and,

WHEREAS, the number of new COVID-19 cases in Illinois has increased recently and is at the highest point in several weeks, and the virus continues to infect too many individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, it is important for the State to prepare for potential surges and new variants of COVID-19, such as the BA.5 Omicron subvariant; and,

WHEREAS, the fact that the BA.5 Omicron subvariant has caused surges in cases, hospitalizations, and deaths in other parts of the world, and has led to an increase of cases and hospitalizations in Illinois, indicates that the COVID-19 situation remains fluid; and,

WHEREAS, without precautions COVID-19 can spread exponentially, even in less populous areas; and,

WHEREAS, the U.S. has surpassed 91.76 million ⁷total cases and 1,031,800 deaths⁸; and,

WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate – magnifying significant health disparities and inequities; and,

WHEREAS, the Illinois Department of Public Health activated its Illinois Emergency Operations Plan and its Emergency Support Function 8 Plan to coordinate emergency response efforts by hospitals, local health departments, and emergency management systems in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, as the virus has progressed through Illinois, the crisis facing the State continues to develop and requires an evolving response to ensure hospitals, health care professionals and first responders are able to meet the health care needs of all Illinoisans and in a manner consistent with CDC guidance that continues to be updated; and,

WHEREAS, in order to ensure that health care professionals, first responders, hospitals and other facilities are able to meet the health care needs of all residents of Illinois, the State must have critical supplies, including PPE, such as masks, face shields, gowns, and gloves; and,

WHEREAS, the State of Illinois maintains a stockpile that supplies the existing PPE supply chains and stocks at various healthcare facilities; and,

WHEREAS, while the State continues to make every effort to ensure an adequate supply of PPE, if those procurement efforts are disrupted or Illinois experiences a surge in COVID-19 cases, the State may face a life-threatening shortage of respirators, masks, protective eyewear, face shields, gloves, gowns, and other protective equipment for health care workers and first responders; and,

WHEREAS, Illinois continues to use a significant percentage of hospital beds and ICU beds; and, if COVID-19 cases surge, the State could face a shortage of critical health care resources; and,

WHEREAS, the effects of the COVID-19 pandemic have resulted in a nationwide shortage of healthcare professionals that is impacting the delivery of healthcare services in Illinois including the availability of staff, beds, and healthcare services in healthcare facilities, including State-operated facilities; and,

WHEREAS, during the recent Omicron wave Illinois had more COVID-19 patients hospitalized throughout the State than any other point during the pandemic; and,

WHEREAS, in addition to causing the tragic loss of more than 34,880 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, nationwide more than 80 million people have filed unemployment claims since the start of the pandemic; and,

WHEREAS, the Illinois Department of Employment Security announced that the State's unemployment rate continues to be high at 4.5% ⁹in June, 2022; and,

WHEREAS, the most recent unemployment data for Peoria County from the Illinois Department of Employment Security is from June 2022 and showed an unemployment rate of 5.7%,¹⁰ the ninth highest rate of the 102 counties; and,

WHEREAS, the Department of Commerce and Economic Opportunity is working to address the economic crisis, including through assistance programs such as the Business Interruption Grants Program for businesses that experienced a limited ability to operate due to COVID-19 related closures; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that directly impact the health and safety of residents; and,

WHEREAS, the Peoria County Emergency Management Agency, along with the City of Peoria's Office of Emergency Management activated the County's Public Health Emergency Plan, the County's Emergency Operations Plan, and the City's Emergency Operations Plan to coordinate emergency response efforts at the local level in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, based on the foregoing facts, and considering the rapid spread of COVID-19 and the ongoing health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity and contact tracing constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, it is the policy of the County of Peoria to be prepared to address any disasters and, therefore, it is necessary and appropriate to make County resources available to ensure that our public health system is capable of serving those impacted by COVID-19 and that Peoria County residents remain safe and secure and able to obtain medical care; and,

WHEREAS, this proclamation will assist the County of Peoria in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,

WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

NOW, THEREFORE, in the interest of aiding the people of Peoria County for ensuring public health and safety, I, Andrew A. Rand, Chairperson of the Peoria County Board of Peoria County, Illinois, hereby proclaim as follows:

Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the County of Peoria, Illinois and specifically declare Peoria County as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, afforded to county government, including but not limited to those specific emergency powers set forth below.

Section 2. The Peoria City/County Health Department is directed to continue implementing the County Emergency Operations Plan and Public Health Emergency Plan in coordination with the City of Peoria and applicable agencies of the State of Illinois.

Section 3. The Peoria City/County Health Department is further directed to cooperate with the State agencies, the Peoria County Board, and local authorities in Peoria County in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The provisions of Chapter 6.5, Centralized Purchasing, of the Peoria County Code of Ordinances that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law to aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act.

Section 5. This proclamation can facilitate requests for both federal and state emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the County of Peoria, Illinois.

Section 6. This proclamation shall be effective immediately and remain in effect for 30 days.

DATED at Peoria, Illinois, this 11th day of August, A.D., 2022.

Andrew A. Rand / James T. Fennell
Peoria County Board Chairperson / Peoria County Board Vice Chairperson

ATTEST:

Rachael Parker
Peoria County Clerk

Sources:

¹ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

² State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

³ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

⁴ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

⁵ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

⁶ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

⁷ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

⁸ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

⁹ Illinois Department of Employment Security, Local Area Unemployment Statistics (LAUS):

<https://ides.illinois.gov/resources/labor-market-information/laus.html>

¹⁰ Illinois Department of Employment Security, Illinois Unemployment Rate by County:

https://ides.illinois.gov/content/dam/soi/en/web/ides/labor_market_information/local_area_unemploymentstatisticslaus/countymap.pdf