PEORIA COUNTY BOARD
MEETING AGENDA
Thursday, June 9, 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. APPROVAL OF MINUTES
   • Approval of May 12, 2022 County Board Meeting Minutes

II. PROCLAMATIONS & PRESENTATIONS
   • A presentation of the annual “Deputy of the Year” award
   • A presentation of the annual “Correctional Officer of the Year” award

III. 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

IV. TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING
   • Heddington Oaks Bond Ordinance

V. CONSENT AGENDA (including reports to be filed)
   C1. The Treasurer report consisting of the Bank and CD’s Portfolio for the month of April 2022 and Revenue & Expenditure Reports for the month of March 2022.

   C2. The Auditor’s report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
C3. A resolution (items 1-4 conveyances; item 6 reconveyance; items 7-9 defaulted reconveyances) 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 June 9, 2022, and any transaction between the parties involved not occurring within this period shall be null and void.

C4. A resolution (item 1 conveyance) 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 June 9, 2022, and any transaction between the parties involved not occurring within this period shall be null and void.

C5. A resolution from your Executive Committee recommending approval of a 3-year License Agreement with Lifting Up, LLC and “SmartStart Dashboard” scope of work.

C6. An Ordinance from your Finance, Audit, and Legislative Affairs Committee authorizing the issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, of the County of Peoria, Illinois, in an amount not to exceed $42,000,000.00, for the purpose of refunding certain outstanding alternate bonds of Peoria County.

C7. A resolution from your Public Safety and Justice Committee recommending approval of SFY23 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority in the amount of $39,000.00 for the term of July 1, 2022 through June 30, 2023.

C8. A resolution from your Ways and Means Committee recommending approval of an Intergovernmental Agreement between the Office of the Supervisor of Assessments and Radnor Township for the provision of assessment services.

C9. A resolution from your Infrastructure Committee recommending approval to enter into a Professional Services Agreement with Hanson Professional Services, Inc. to prepare a grant application for the United States Department of Transportation’s Multimodal Project Discretionary Grants Program (MPDG) for Glasford Road, at a cost not to exceed $30,000.00.

C10. A resolution from your Infrastructure Committee recommending approval of the sole quotation of Colorado Paint Company, LLC, Aurora, CO for pavement marking paint materials, to be purchased in Fiscal Year 2022 on an as needed basis.

C11. A resolution from your Infrastructure Committee recommending approval of the sole quotation of Galena Road Grave, Chillicothe, IL, for CA10 Aggregate to be used for Hallock Township road reconstruction, to be purchased dependent upon need and availability.
C12. A resolution from your Infrastructure Committee recommending approval of an Intergovernmental Grant Agreement between the County of Peoria and the Illinois Environmental Protection Agency for erosion mitigation funding along Dry Run Creek in West Peoria.

C13. A resolution from your Infrastructure Committee recommending approval of an Engineering Services Agreement with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. to provide engineering and surveying services for an erosion mitigation project along Dry Run Creek in West Peoria.

C14. Chairman Appointments.

VI. ZONING ORDINANCE AND RESOLUTIONS
1. Case WAV-2022-0002, Petition of Robert Kendall/The Whitetail Group LLC. A resolution from your Land Use Committee recommending approval of a waiver of compliance from Section 20-3.16.2.3.b.2.b of the Unified Development Ordinance. This section requires a minimum of 60 feet of public road frontage for parcels being created which are ten (10) or more acres in size. The petitioner is proposing to split an existing 200.33 acre parcel into tracts of 70.0 acres and 130.13 acres. The parcel is located in Jubilee Township.

2. Review of Executive Session Minutes

3. SUSPENSION OF RULES


VII. MISCELLANEOUS AND ANNOUNCEMENTS

VIII. ADJOURNMENT
PEORIA COUNTY BOARD
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CALL TO ORDER
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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, Bryant, Daley, Dillon, Duncan, Elsasser (Via teleconference), Fennell, Groves Allison, Rand, Reliford, Reneau, Rieker (Via teleconference), Rosenbohm, Salzer, Watkins, Williams, and Windish, with Member Pastucha absent.

I. APPROVAL OF MINUTES
   • Approval of April 14, 2022 County Board Meeting Minutes

Member Bryant 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 presentation of the Illinois Sheriff's Association Scholarship Award

   Proclamation was removed.

   • A proclamation recognizing April and May 2022 as "Gerald M. Brookhart Arts in Education Spring Celebration" months

   Dr. Francesca Armmer, President of the Peoria County Board of Health, presented a 10-year service pin to Monica Hendrickson.

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
March 2022 and Revenue & Expenditure Reports for the month of February 2022.


C3. A resolution from your Executive Committee recommending approval of an Intergovernmental Agreement between the City of Peoria, the County of Peoria, and the Peoria County Board of Health establishing the Peoria Health Equity Fund.

C4. A resolution from your County Operations Committee recommending acceptance of grant monies in the amount of $10,000.00 awarded from Petco Love for animal lifesaving efforts, and appropriation of those funds into the PCAPS Fund.

C5. A resolution from your County Operations Committee recommending acceptance of grant monies in the amount of $5,000.00 awarded from Community Foundation of Central Illinois for new vaccine protocols, and appropriation of those funds into the PCAPS Fund.

C6. A resolution from your Infrastructure Committee recommending approval of a Preliminary Engineering Services Agreement with Mohr & Kerr Engineering & Land Surveying, P.C., Peoria, IL for the provision of various Land Surveying Services.

C7. A resolution from your Infrastructure Committee recommending approval of a financial commitment by Peoria County of Local Funds to match any Federal Surface Transportation Block Grant funds received for the reconstruction of Sheridan Road between Glen Avenue and Northmoor Road.

C8. A resolution from your Infrastructure Committee recommending approval of an Intergovernmental Agreement between the City of Peoria and County of Peoria for the County of Peoria to perform inspections of highway structures within the City of Peoria.

C9. A resolution from your Infrastructure Committee recommending approval of an appropriation from the Motor Fuel Tax Fund in the amount of $250,000.00 for the repair, replacement, and installation of guardrails on various Peoria County Highways.

C10. A resolution from your Infrastructure Committee recommending approval of an appropriation from the Motor Fuel Tax Fund in the amount of $1,000,000.00 for pavement resurfacing, shoulder repair, and other related work on Cedar Hills Drive.

C11. A resolution from your Infrastructure Committee recommending approval of a contract with Johnson Controls for the Peoria County Courthouse Fire Alarm Inspection, for a term beginning May 1, 2022 and expiring April 30, 2027.

C12. A resolution from your Infrastructure Committee recommending approval for
Environmental Control Solutions, Inc. (ECSI) to implement the Peoria County Jail 2022 Competitive Large Incentive Project (CLIP).

C13. Chairman Appointments.

Member Fennell moved to approve the Consent Agenda and Member Blair seconded. The Consent Agenda was approved by a unanimous roll call vote of 17 ayes.

V. ZONING ORDINANCE AND RESOLUTIONS

1. Case #ZBA-2022-000023, Petition of Nate’s Awesome, LLC – JFH Nursery Series. A Special Use request from Section 20-5.2.2.2.b of the Unified Development Ordinance. This section allows for a special use for private airports, landing fields and heliports, provided that the location and layout plan have been approved by the Department of Aeronautics of Illinois or the Federal Aviation Administration (F.A.A.), and if within its jurisdiction, the Metropolitan Airport Authority of Peoria. The petitioner proposes to construct a Restricted Landing Area in the "A-2" Agricultural Zoning District. The parcels are located in Kickapoo Township. The Zoning Board of Appeals recommends approval with restriction. The Land Use Committee concurs.

Member Dillon moved to approve the ordinance and Member Blair seconded. Member Dillon explained that the ordinance would allow a private airstrip for the petitioner's airplane. He stated the petitioner lives on the premise and would take three trips a week. Member Rosenbohm questioned whether he should vote on this item due to a business relationship with the petitioner. Jennie Cordis Boswell, Assistant State's Attorney, informed Member Rosenbohm that he could vote, but could abstain to avoid appearances of impropriety if he wished. The ordinance passed by a unanimous roll call vote of 17 ayes.

2. A joint resolution from your County Operations Committee and your Finance, Audit, and Legislative Affairs Committee recommending approval of a budget amendment related to Pandemic Premium Pay appropriating an amount not to exceed $442,000.00 from the ARPA Fund Balance into the General Fund. (Pending County Operations Committee Approval)

Member Reneau moved to approve the resolution and Member Fennell seconded. Member Reneau declared the resolution now included the elected officials in the bonus. He stated the total amount not to exceed remained the same, and that approval was granted from the State's Attorney's Office. Scott Sorrel, County Administrator, brought up a question related to the resolution's impact on the FICA and IMRF funds. He confirmed it would not be necessary to increase the appropriation of either fund since both funds have enough to cover their share of the impact. He summarized the caveats to the State's Attorney's approval of the resolution, including all elected officials and contractual employees needed to be treated consistently and that the source of the funds must be from the ARPA fund.

Member Salzer commented that he encouraged the addition of the elected officials to the budget amendment because they directed staff during the pandemic and did a great job. He stressed that he is in favor of this resolution, not only now but also in the future. Member Dillon asked whether the Finance Committee also needed to approve this resolution. Mr. Sorrel reported that because the resolution amount did not change, the State's Attorney's Office determined the Finance Committee did not need to vote on the amendment. Member Dillon commented that he would prefer not to use ARPA funds, but he will be supporting the resolution. Member Reneau commended County Administration for their work. He believed this resolution shows how much the employees are...
valued for taking the risks they did while working during the pandemic. The resolution passed by a unanimous roll call vote of 17 ayes.

3. A resolution from your County Operations Committee recommending approval of setting the salaries of Elected Officials (County Clerk, County Treasurer, County Sheriff) serving a term from December 1, 2022 through November 30, 2026; and (County Board Members, County Board Committee Chairperson, and Count Board Chairman) serving a term starting the first Monday in December 2022.

Member Reneau moved to approve the resolution and Member Daley seconded. Member Salzer urged the Board to consider the offices as a whole when voting and not the specific person in the elected position. He recalled that some have attempted to make the Elected Official's salaries comparable in the past. He believed their current salaries are not similar compared to their salaries from more than ten years ago. He highlighted how Peoria County Elected Official's salaries compare to those in other counties. He asked the Board to vote no on the resolution.

Member Reneau discussed the logic behind the resolution. He reviewed the system used to grade the Elected Official's offices. He highlighted a House Bill that sets the Sheriff's salary at a minimum of 80% of the State’s Attorney’s salary. He detailed the process used to produce the salary amounts of the other Elected Officials based on the State’s Attorney’s salary. He recommended that the Board salaries be set for ten years as in the past.

Member Elsasser questioned whether the County Board's and Elected Official's salaries would be voted on together. Chairman Rand confirmed both were included in the resolution. Member Elsasser conveyed support for the Elected Official's salaries but not for the County Board member's salaries. Member Dillon thanked Members Reneau and Daley for going above and beyond in putting the information together. Member Groves Allison recognized the number of hours put into the process. Member Reneau acknowledged Member Elsasser’s comment and clarified the County Board had not received a raise in ten years. The resolution passed by a roll call vote of 14 ayes and 3 nays, with Members Elsasser, Salzer, and Windish voting nay.

4. A resolution from your County Health Committee recommending adoption of a County Board statement of policy that it is in the best interests of the County of Peoria to construct a new Health and Human Services (HHS) Campus on the property currently occupied by the City/County Health Department in the 2100 block of North Sheridan Road.

Member Williams moved to approve the resolution and Member Duncan seconded. Member Williams asked Dr. Francesca Armmer to make a statement. Dr. Armmer explained that the Board of Health examined the analysis and came to a recommendation supporting the resolution. She believed constructing the campus on the current site on Sheridan Road would benefit individuals now and in the future. Member Blair recognized the importance of the current Health Department. She contended there is strong evidence to keep the location and urged the Board to support the resolution. Member Williams described the facility has existed in the current location since 1951. She detailed the information considered in the decision to keep the current site. Member Dillon recognized Chairman Rand and Member Williams for their leadership. Member Bryant thanked Member Williams for explaining the process thoroughly. She shared concern over the facility moving out of the community that uses its services the most. The resolution passed by a roll call vote of 13 ayes and 4 nays, with Members Daley, Elsasser, Rosenbohm, and Windish voting nay.

5. SUSPENSION OF RULES
Member Groves Allison moved to suspend the rules and Member Daley seconded. The motion passed by a roll call vote of 15 ayes and 2 nays, with Members Reliford and Windish voting nay.


Member Reneau moved to approve the resolution and Member Groves Allison 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

Member Rieker left the meeting.

Member Salzer described a new project technique implemented on Evans Mill Road by the Highway Department. He announced the American Public Works Association presented an award to the Highway Department for their work on the project.

Member Blair congratulated graduates from Bradley University and other universities in the area.

Member Reneau extended thoughts to a Deputy Sheriff who was injured.

Member Williams informed the Board of a meeting at the Hanna City Park District to gauge interest in purchasing the Hanna City trail land. Chairman Rand brought up potential environmental and cost issues. Member Williams mentioned a non-profit is considering purchasing the land so that the County wouldn't be involved.

Member Bryant invited Board members to attend a meeting of the Joint Commission on Racial Justice and Equity.

Member Fennell announced his granddaughter would be graduating with a degree in Elementary Education.

Mr. Sorrel recognized Ronda Guyton for receiving a community service award at the Women's Fund Leader Luncheon. He referenced a letter Peoria County residents received from HomeField Energy. He detailed pricing set from a capacity auction held by an eleven state energy regulatory body. He reported a decision was made not to take that pricing. He stated the County is looking to secure better pricing as soon as possible, likely in August. Chairman Rand questioned why better pricing could not be found before August. Mr. Sorrel said electricity is treated as a commodity, and estimates show the market should settle sometime in August. Chairman Rand asked if the Board would like a representative to be present at the next Executive Committee meeting to inform them better. Member Fennell stressed that Board members need to know what options are available regarding green energy versus non-green energy. Member Groves Allison thanked Mr. Sorrel for reviewing the information.

VII. ADJOURNMENT
There being no further business before the Board, the Chairman announced the meeting was adjourned.
# County of Peoria, Illinois
## Bank Account Portfolio
### As of April 29, 2022

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Balance Current Month</th>
<th>Account Balance Prior Month</th>
<th>Variance Amount</th>
<th>Variance Percent</th>
<th>Interest Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Payroll</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>S.C</td>
</tr>
<tr>
<td>* Juror's Payroll</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>C</td>
</tr>
<tr>
<td>* Peoria County Employee Benefit Plan</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>C</td>
</tr>
<tr>
<td>* Peoria County Flex Spending Acct</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>C</td>
</tr>
<tr>
<td>County Collector</td>
<td>2,571,931</td>
<td>2,698,680</td>
<td>-126,749</td>
<td>-4.63%</td>
<td>21</td>
<td>S</td>
</tr>
<tr>
<td>Operating</td>
<td>16,670,524</td>
<td>15,974,658</td>
<td>695,866</td>
<td>4.36%</td>
<td>6,890</td>
<td>S</td>
</tr>
<tr>
<td>Peoria County Forfeiture - State</td>
<td>420,963</td>
<td>420,618</td>
<td>345</td>
<td>0.08%</td>
<td>3</td>
<td>S</td>
</tr>
<tr>
<td>Peoria County Forfeiture - Federal</td>
<td>17,948</td>
<td>17,948</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>C</td>
</tr>
<tr>
<td>Emergency Telephone System-E911</td>
<td>5,439,148</td>
<td>5,254,735</td>
<td>184,414</td>
<td>3.51%</td>
<td>42</td>
<td>S</td>
</tr>
<tr>
<td>Trust &amp; Condemnation</td>
<td>37,480</td>
<td>37,480</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>D</td>
</tr>
<tr>
<td>County Motor Fuel</td>
<td>9,637,640</td>
<td>9,582,229</td>
<td>5,410</td>
<td>2.87%</td>
<td>78</td>
<td>S</td>
</tr>
<tr>
<td>Township Bridge</td>
<td>534,040</td>
<td>534,036</td>
<td>4</td>
<td>0.00%</td>
<td>4</td>
<td>S</td>
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<tr>
<td>Township Motor Fuel</td>
<td>2,919,254</td>
<td>2,971,752</td>
<td>-52,488</td>
<td>-2.10%</td>
<td>23</td>
<td>S</td>
</tr>
<tr>
<td>CDAP</td>
<td>716,891</td>
<td>716,886</td>
<td>0</td>
<td>0.00%</td>
<td>6</td>
<td>S</td>
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<tr>
<td>VSP - HRA</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>C</td>
</tr>
<tr>
<td>Clearing Account</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>C</td>
</tr>
<tr>
<td>Abandoned Property Program</td>
<td>3,100</td>
<td>3,100</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>C</td>
</tr>
<tr>
<td>Rural Transportation</td>
<td>13,074</td>
<td>13,072</td>
<td>2</td>
<td>0.01%</td>
<td>2</td>
<td>C</td>
</tr>
<tr>
<td>** Total Accounts at Illinois National Bank</td>
<td>39,161,993</td>
<td>38,233,193</td>
<td>948,800</td>
<td>2.48%</td>
<td>7,069</td>
<td></td>
</tr>
</tbody>
</table>

### Accounts at Morton Community Bank

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Balance Current Month</th>
<th>Account Balance Prior Month</th>
<th>Variance Amount</th>
<th>Variance Percent</th>
<th>Interest Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>** Capital Improvement</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>#DIV/0!</td>
<td>M</td>
</tr>
<tr>
<td>Operating - Investment</td>
<td>42,244,563</td>
<td>42,236,962</td>
<td>7,601</td>
<td>0.02%</td>
<td>7,601</td>
<td>ICS</td>
</tr>
<tr>
<td>County Motor Fuel - Investment</td>
<td>4,323,544</td>
<td>4,322,762</td>
<td>782</td>
<td>0.02%</td>
<td>782</td>
<td>ICS</td>
</tr>
<tr>
<td>ARPA</td>
<td>17,418,409</td>
<td>17,413,155</td>
<td>3,254</td>
<td>0.02%</td>
<td>3,254</td>
<td>SPF</td>
</tr>
<tr>
<td>** Total Accounts at Morton Community Bank</td>
<td>63,984,516</td>
<td>63,972,879</td>
<td>11,637</td>
<td>0.02%</td>
<td>11,637</td>
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</tr>
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</table>

### Accounts at Commerce Bank

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Balance Current Month</th>
<th>Account Balance Prior Month</th>
<th>Variance Amount</th>
<th>Variance Percent</th>
<th>Interest Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Investment Acct</td>
<td>4,970,198</td>
<td>5,030,069</td>
<td>-59,872</td>
<td>-1.19%</td>
<td>-59,872</td>
<td>MI</td>
</tr>
</tbody>
</table>

* -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 recd
- 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 April 29, 2022

<table>
<thead>
<tr>
<th>Investment Amount</th>
<th>Purchased Date</th>
<th>Maturity Date</th>
<th>Term (Months)</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Morton Community Bank</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>030 Employee Health Fund</td>
<td>400,000</td>
<td>1/5/22</td>
<td>1/5/23</td>
<td>12</td>
</tr>
<tr>
<td><strong>Total for Bank</strong></td>
<td>400,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Commerce Bank</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>081 County Health-TB Fund</td>
<td>202,913</td>
<td>2/25/22</td>
<td>2/23/23</td>
<td>12</td>
</tr>
<tr>
<td><strong>Total for Bank</strong></td>
<td>202,913</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Princeville State Bank</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>030 Employee Health Fund</td>
<td>400,000</td>
<td>7/1/21</td>
<td>7/1/22</td>
<td>12</td>
</tr>
<tr>
<td>081 County Health Fund</td>
<td>500,000</td>
<td>7/1/21</td>
<td>7/1/22</td>
<td>12</td>
</tr>
<tr>
<td>030 Employee Health Fund</td>
<td>1,000,000</td>
<td>8/13/21</td>
<td>2/13/23</td>
<td>18</td>
</tr>
<tr>
<td><strong>Total for Bank</strong></td>
<td>1,900,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Integrity Bank: Bank of Farmington</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>030 Employee Health Fund</td>
<td>1,000,000</td>
<td>11/12/21</td>
<td>5/12/23</td>
<td>18</td>
</tr>
<tr>
<td>030 Employee Health Fund</td>
<td>400,000</td>
<td>1/13/22</td>
<td>1/13/23</td>
<td>12</td>
</tr>
<tr>
<td><strong>Total for Bank</strong></td>
<td>1,400,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Recap by Fund:**

| 030 County Health & TB Fund | 702,913 |
| 081 Employee Health Fund | 3,200,000 |
| **Total Certificate of Deposits** | 3,902,913 |

<p>| Total Banks | 3,902,913 |
| Difference | 0 |</p>
<table>
<thead>
<tr>
<th>ACCOUNTING PERIOD: 1/22</th>
</tr>
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## Peoria County, IL
### Expenditure Status Report

### FUND TYPE-2 Special Revenue

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### PECORIA COUNTY, IL
### REVENUE STATUS REPORT

**Selection Criteria:** ALL

**Accounting Period:** 3/22

**Sorted By:** Fund Type, 2nd Subtotal

**Totaled On:** Fund Type

**Page Breaks On:** Fund Type

**Fund Type 4: Capital Projects**

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**Time:** 17:37:11  
**Location:** Peoria County, IL  
**Selection Criteria:** All  
**Accounting Period:** 3/22

**Sorted By:** Fund Type, 2nd Subtotal  
**Totaled On:** Fund Type  
**Page Breaks On:** Fund Type

**Fund Type - 4 Capital Projects**

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**DATE:** 06/02/2022  
**TIME:** 17:35:37  
**SELECTED PAGE:** 5  
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**ACCOUNTING PERIOD:** 3/22  
**SORTED BY:** FUND TYPE, 2ND SUBTOTAL  
**TOTALED ON:** FUND TYPE  
**PAGE BREAKS ON:** FUND TYPE  
**FUND TYPE=5 INTERNAL SERVICE**

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**REVENUE STATUS REPORT**

**FUND-076 PEORIA COUNTY PARKING FAC**

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**TOTAL REPORT**

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PEORIA COUNTY, IL
EXPENDITURE STATUS REPORT

FUND-076 PEORIA COUNTY PARKING FAC

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<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>04-22-009</td>
<td>201701513</td>
<td>DEF-REC</td>
<td>SARAH HOLMES</td>
<td>18-07-451-018</td>
<td>814.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Totals**  
$11,826.52  $574.01  $0.00  $603.00  $4,841.55  $0.00  $5,807.96

Steven Rieker  
Jennifer Groves Allison  
Eden Blair  
James Fennell  
Rachel Reliford  
Phillip Salzer  
William Watkins, Jr.  
Matt Windish

Approved 5/23/22 (8-0 votes)
<table>
<thead>
<tr>
<th>RES#</th>
<th>Account</th>
<th>Type</th>
<th>Account Name</th>
<th>Parce#</th>
<th>Total Collected</th>
<th>County Clerk</th>
<th>Auctioneer</th>
<th>Recorder/Sec of State</th>
<th>Agent</th>
<th>Misc/Overpm</th>
<th>Treasurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-22-001</td>
<td>0821336</td>
<td>SAL</td>
<td>PHILLIP JACKSON</td>
<td>18-08-206-003, 004</td>
<td>900.00</td>
<td>220.00</td>
<td>0.00</td>
<td>173.00</td>
<td>450.00</td>
<td>0.00</td>
<td>57.00</td>
</tr>
</tbody>
</table>

Totals

|                      |        |      |                 |                   | $900.00         | $220.00       | $0.00      | $173.00                | $450.00| $0.00       | $67.00    |

Steven Rieker
Jennifer Groves Allison
Eden Blair
James Fennell

Rachel Reliford
Phillip Salzer
William Watkins, Jr.
Matt Windish

Committee Members

Approved 5/23/22 (8-0 votes)
ISSUE:
For RESOLUTION: Investment in SmartStart Dashboard

BACKGROUND/DISCUSSION:
At the April Executive Committee meeting, Member Blair and staff presented information about a project that the Committee for Entrepreneurship and Small Business Development had been working on for the last several weeks.

The Advisory Committee, as part of working on the first function has determined that one of the gaps in the business environment is a lack of knowledge by the business community about what services are offered by which economic development agency and where to enter this ecosystem. This was demonstrated by the graphic shared by Committee Chairperson and Board Member Blair at the March 2022 Executive Committee meeting.

A solution to this issue the Advisory Committee has been evaluating is a SmartStart Dashboard that has been created by the local start up Lifting Up LLC. They are currently under contract with the Chambers of Commerce in Morton and Muscatine, Iowa. The SmartStart Dashboard is a digital one-stop shop for entrepreneurs that provides a four-step process to getting your company to a position of being able to be prepared for one of the entrepreneurship accelerators in the community (gBETA or Bradley’s Brave Launch). The linkage to the chambers of commerce is for the concierge services that are offered through the Dashboard. The Advisory Committee has also learned that many times startup entrepreneurs do not know when or how to seek a variety of professional services including legal, insurance, financial advising / CPA, and marketing. The Dashboard takes advantage of the dues paying members of the chamber to create a set of resources that will respond to inquiries from entrepreneurs for the various services they may need. The Dashboard also incorporates opportunities for entrepreneurs to be connected to mentors that can provide advice. Because there are many different chambers of commerce in Peoria County and because the Advisory Committee

Based on the discussion at the April Executive Committee meeting, staff brings forward a recommendation to invest in the SmartStart Dashboard for Peoria County entrepreneurs. The agreement has a 3-year term. Year 1 has a cost of $28,000, and Years 2 and 3 are each $25,000. The recommendation is to approve the scope of work and license agreement (attached to the resolution) and use as a source of funds ARPA in the Small Business Development category. There is enough appropriated in the current year in the Small Business Development category that a budget amendment is NOT needed.
1. **Software Licenses.**

   1.1. **Software and Licenses.** This Agreement applies to software programs, whether made available on physical media, for electronic download, or online access ("Software"), which Client has licensed from Lifting Up, LLC. The Statement of Work ("SOW") specified the number of licenses or permitted end users purchased by Client (each such license a, "License") and the name and version of the Software licensed thereunder. Software includes any Updates Lifting Up may make available to Client, and such Updates will be subject to this Agreement.

2. **Grant of License.** Subject to the terms and conditions of this Agreement and payment of all applicable fees, Lifting Up hereby grants to Client a nonexclusive, nontransferable (except as set forth in Sections 12 and 16) license during the applicable period of the License, as set forth in this Agreement or in the applicable SOW (the "License Term") to (a) use the Software solely (i) for Client internal business purposes; and (ii) on Client website for an unlimited number of end users. Irrespective of the use of the term “sale”, “sell” or the like, the Software are licensed only.

4. **Restrictions.** All rights in and to the Software not specifically granted under this Agreement are reserved. Client will prevent access to and use of the Software by third parties, except for third parties using the Software in connection with the authorized provision of services by or to Client. Client may only use the Software subject to with the following restrictions:

   4.1. Client may not remove or obscure Lifting Up’s or any third party’s copyright, trademark, or other propriety notices or legends from the Software or other documentation.

   4.2. Client may not do any of or permit or enable others to do any of the following with regard to the Software or other documentation: (i) decompile, disassemble, reverse engineer, or otherwise derive the source code from it, or attempt to do so, except to the extent permitted by applicable law; (ii) disclose, distribute, sell, sublicense, display, publish, modify, adapt, alter, transfer, or create derivative works from it; (iii) circumvent any usage restrictions, whether time-based, workstation based, or otherwise; (iv) rent, lease, resell, sublicense, or grant a security interest in it. Any attempt to do any of the foregoing shall be void and of no effect.

   4.3. Client may not use the Software or other documentation (i) to develop any application having the same primary function as the Software; or (ii) to provide any services to third parties other than in the ordinary course of providing services to Client customers, including without limitation any service bureau, application service provider or hosting service.

   4.4. Client will treat the Software as confidential information and a trade secret of Lifting Up, and will only use and disclose the Software to the minimum extent necessary in connection with the uses of the Software permitted by this Agreement. Client will use at least
reasonable efforts to keep the Software confidential and not provide it to third parties without a need to know.

5. **Payment.** Client rights to use the Software are subject to timely payment of all amounts due to Lifting Up. Payment terms for payments due are as stated in the SOW issued by Lifting Up or as agreed. All amounts paid are non-refundable.

6. **Updates and Support.**

   6.1. **Updates.** The terms of the Agreement will govern any bug fixes or error corrections to the Software (“Updates”), if any, subsequently provided by Lifting Up during the License Term.

   6.2. **Support.** Lifting Up will use commercially reasonable efforts to respond during regular business hours to Client requests for support during the License Term (“Support”, and together with any Updates, “Maintenance”); however, given the nature of the Software, Lifting Up cannot guarantee that all identified issues will be resolved, through Updates, Support, or otherwise, to Client satisfaction.

7. **Feedback and Data.**

   7.1. **Feedback.** If Client provides feedback to Lifting Up concerning the Software (“Feedback”), Lifting Up may use it for any purpose, including to improve or enhance its products and services. Client hereby grants Lifting Up a non-exclusive, perpetual, irrevocable, royalty-free, assignable, worldwide license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction.

   7.2. **Data.** As a result of Client use of the Software, certain data, statistics and other information (collectively “Information”) may be generated either automatically by the Software or as a direct result of use. The Software contains features whereby Information is delivered to Lifting Up automatically and Information may also be collected by Lifting Up in connection with the provision of any support or maintenance services (if any) for Software. Lifting Up may collect, store, use and exploit such Information for the purposes of supporting, improving and developing Lifting Up’s products and services, provided that such use of data shall be in compliance with any applicable laws or regulations regarding data privacy and data security. Lifting Up will not publicly disclose Information in a way that identifies Client or end users, to the extent applicable, without consent. Client may not interfere with Lifting Up’s collection of Information.

8. **NO WARRANTIES; DISCLAIMERS.**

   8.1. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES BY LIFTING UP, ITS AUTHORIZED RESELLERS OR THEIR LICENSORS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT MAY OTHERWISE ARISE FROM A
COURSE OF DEALING OR USAGE OF TRADE, OR ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE.

8.2. Client acknowledges and agrees that: (i) Lifting Up makes no guarantee that guidance provided in the Products will guarantee any outcome or success of any business; (ii) Lifting Up makes no representations and warranties regarding the guidance provided in the Products.

12. Transfer of Software. During the License Term, You may move a License for Software to a different Site. However, You acknowledge that such transfer may require You to contact Lifting Up for support. After the transfer, You must completely remove the Software from the former Site.

13. Agreement Updates. Lifting Up may update this Agreement from time to time after Your License Term has begun. Such updates to this Agreement (the “Updated Agreement”) will apply to You: (i) with respect to new Licenses You may purchase after the Agreement is updated; and (ii) with respect to Updates which require You to accept such changes to this Agreement in order to use such Updates. If You accept such Updated Agreement, or install or otherwise use such updated or upgraded Software after such changes to this Agreement, then You acknowledge and agree that You are bound by and agree to the terms of such Updated Agreement.

14. Export Restrictions. You may not export or re-export the Software without complying with all applicable export control laws and obtaining any necessary permits and licenses.

15. Reference. Client hereby permits Lifting Up to refer to Client as a user of the Software and display Client’s logo in Lifting Up’s marketing documentation and on its web site, in compliance with Client’s trademark usage guidelines. Upon written request, Lifting Up will cease making such use of Client’s logo.

17. Signatures.

BY SIGNING THE LICENSE AGREEMENT, AND MAKING THE SOFTWARE AVAILABLE TO CUSTOMERS THROUGH CLIENT’S WEBSITE, CLIENT AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

____________________________  _____________________
Name: Date:
Organization:
Title:
Peoria County: SmartStart Dashboard
Statement of Work (SOW) Proposal

Vendor: Lifting Up, LLC
Period of Performance: __________

1.1 Scope of Work

The Peoria County Entrepreneurship and Small Business Development Advisory Committee (Committee) strengthens business and enhances the community. Its core goals are to conduct general or focused gap analyses of the Peoria County business environment; make recommendations on preparing entrepreneurs to become business owners; and develop a Peoria County toolkit of resource availability to assist in small business development.

Lifting Up, LLC is a Peoria-based social innovation company whose mission is to build and customize technology platforms to enhance the effectiveness and efficiency of resource delivery for clients. Their SmartStart Dashboard, a web-based portal offering individualized guidance for entrepreneurs to achieve their goals as well as linkage and mapping of the entrepreneur resource ecosystem.

Goals:

Lifting Up, LLC aims to assist the Committee achieve its mission by licensing the SmartStart Dashboard for use by Peoria area entrepreneurs.

As a result, the Committee will benefit by engaging entrepreneurs, visualizing and analyzing their access of local business support resources, and providing targeted supports to those entrepreneurs along their unique business journey.

In Scope:

- **Strategy** – Support of the overall strategic direction of the initiative as it relates to entrepreneur education and support pathways and data analysis. Leverage expertise and knowledge gained from collective impact facilitation, focus group facilitation, and program development expertise.

- **Platform Development** - License to the platform to support and connect entrepreneurs to all relevant resources available in the ecosystem to meet their needs. Platform will be intuitive and user friendly.

Out of Scope:

- **Educational Content Development** – Lifting Up, LLC will provide feedback and insight related to educational resources that may be provided by the Committee and other stakeholders, however the Committee is responsible for any curriculum design, marketing, instructor recruitment and other elements of the actual content delivery. If the Committee would like Lifting Up, LLC active involvement in educational content development, it shall be on a work-for-hire basis and governed by a separate agreement.
Mentor User Agreement and Standards – Lifting Up, LLC recommends the creation of a Mentor User Agreement that outlines standards for services rendered, including agreed-upon language, methodologies, and measures of success/entrepreneur achievement. Similar systems in other sectors (ie: HMIS) require this agreement before this type of user may access the system. If the Committee would like Lifting Up, LLC facilitation or support of this process, it shall be governed by a separate/additional agreement.

1.2 Vendor Deliverables

<table>
<thead>
<tr>
<th>No.</th>
<th>Vendor Deliverable</th>
<th>Comment / Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic SmartStart Dashboard License</td>
<td>Access to annual license of SmartStart Dashboard to be hosted and maintained by Lifting Up, LLC. Includes:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Entrepreneur User Account Creation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Entrepreneur Dashboard</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Administrator Dashboard (new): entrepreneur tracking and change request form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Glossary (new)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Resource Search Page (new)</td>
</tr>
<tr>
<td>2</td>
<td>Design and implementation/management of a Peoria County landing page</td>
<td>Creation of a branded Peoria County landing page to support the regional ecosystem/Committee initiative. Could include the ecosystem</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ramp visual, updates, recognition of stakeholder partners, etc.</td>
</tr>
<tr>
<td>3</td>
<td>Mentor Dashboard (&quot;passport&quot;) Scope of Work</td>
<td>Facilitated discussion with relevant stakeholders of the Committee’s choosing to design and scope a Mentor module for the SmartStart Dashboard. Elements anticipated to include Mentor profiles, service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>request acceptance/decline, Passport “stamping” process and standards, and connection to existing credentialing service.</td>
</tr>
</tbody>
</table>

1.3 Roles & Responsibilities

1.3.1 Vendor Roles & Responsibilities

Vendor will have the following roles and corresponding responsibilities:

<table>
<thead>
<tr>
<th>No.</th>
<th>Vendor Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintain and support the SmartStart Dashboard. Includes regular updates and improvements per separate Scopes of Work.</td>
</tr>
<tr>
<td>2</td>
<td>Initial seeding of Service Provider Database, and maintenance of those provider records in response to Client requests. Goal for Year 2 and 3: Client admin capability to manage (edit/add/change) provider and mentor details.</td>
</tr>
<tr>
<td>3</td>
<td>Mentor Dashboard Scoping Process: Facilitate bi-weekly stakeholder meetings and provide status updates with indicated POC to review progress and address roadblocks and/or new opportunities.</td>
</tr>
</tbody>
</table>

1.3.2 Client Roles & Responsibilities

Client will have the following roles and corresponding responsibilities:
<table>
<thead>
<tr>
<th>No.</th>
<th>Client Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide access to existing marketing materials, data sources, events, and resource lists/guides as requested</td>
</tr>
<tr>
<td>2</td>
<td>Provide timely input, direction and approvals of all work outlined in this SOW</td>
</tr>
<tr>
<td>3</td>
<td>Define and approve budget</td>
</tr>
<tr>
<td>4</td>
<td>Marketing and communication regarding the platform to the community—entrepreneurs and stakeholder agencies</td>
</tr>
<tr>
<td>5</td>
<td>Facilitate meetings with regional stakeholders for promotion and use of the platform (ie: user recruitment, client referrals and responses, content updates, advertising of the platform, businesses offering services to entrepreneurs)</td>
</tr>
<tr>
<td>6</td>
<td>Engage with Service Providers, and submit requests for additions or changes to Service Providers</td>
</tr>
<tr>
<td>7</td>
<td>Provide a Glossary of Terms related to Entrepreneur Ecosystem and Lean Startup terminology</td>
</tr>
</tbody>
</table>

### 1.3.2 Joint Responsibilities

Client and vendor will have the following joint responsibilities:

<table>
<thead>
<tr>
<th>No.</th>
<th>Vendor Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Client and Vendor will communicate any revisions that may occur while creating materials or executing any of the above deliverables.</td>
</tr>
<tr>
<td>2</td>
<td>Client and Vendor will collaborate on the documentation of meeting notes and updates from strategic planning and design sessions as needed.</td>
</tr>
</tbody>
</table>

### 1.4 Cost and Schedule

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Total Cost</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Dashboard Launch</td>
<td>Basic License</td>
<td>$20,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mentor Dashboard Scope Development</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Peoria County Landing Page design and launch</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td>$28,000</td>
<td></td>
</tr>
<tr>
<td>2. Passport/Credential</td>
<td>Mentor Dashboard, pending SOW</td>
<td>TBD</td>
<td>Within 10 days of execution of Professional Services Agreement</td>
</tr>
</tbody>
</table>

**Total Investment Phase One: $28,000**
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Total Cost</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Two</td>
<td>Basic License plus Mentor Portal</td>
<td>$25,000</td>
<td>Q1 2023</td>
</tr>
</tbody>
</table>

**Total Investment Year Two: $25,000**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Total Cost</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Three</td>
<td>Basic License plus Mentor Portal</td>
<td>$25,000</td>
<td>Q1 2024</td>
</tr>
</tbody>
</table>

**Total Investment Year Three: $25,000**

1.5 Project Timeline

<table>
<thead>
<tr>
<th>Phase</th>
<th>Activities</th>
<th>Timeframe</th>
<th>Deliverable/Milestone</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase One</td>
<td>Landing Page Design</td>
<td>4 weeks</td>
<td>Final design and layout, approval by Committee of design</td>
<td>Lifting Up in partnership with Committee designee/design sub-contractor</td>
</tr>
<tr>
<td></td>
<td>Seeding Service Provider Database</td>
<td>4 weeks</td>
<td>Fully seeded Service Provider database including all Peoria County service providers who opt to participate</td>
<td>Lifting Up: Communication with providers and data collection Committee: Provide access to existing database/list of providers (proposed partnership with Peoria Chamber of Commerce)</td>
</tr>
<tr>
<td></td>
<td>Import Glossary</td>
<td>1 week</td>
<td>Glossary page plus definition hover</td>
<td>Committee provide glossary</td>
</tr>
<tr>
<td></td>
<td>Entrepreneur Journey Checklist</td>
<td>2 weeks</td>
<td>Review of task template. Final approval of Entrepreneur Journey questions and tasks</td>
<td>Committee designee</td>
</tr>
<tr>
<td></td>
<td>Resource Search Page</td>
<td>2 weeks</td>
<td>Final approval of Resource Page</td>
<td>Committee designee</td>
</tr>
<tr>
<td>Phase Two</td>
<td>Creation of the Mentor Dashboard (passport component)</td>
<td>3 months</td>
<td>SOW document with deliverables and responsibilities Hi-Fi wireframes of Mentor Dashboard</td>
<td>Lifting Up facilitation of the process Committee designate participants for the process. Committee designee final approval of SOW</td>
</tr>
</tbody>
</table>

1.6 Additional Customization

A revised estimate for any additional customizations in design or content will be submitted to Client prior to such work commencing.

1.7 SOW Approval
This Statement of Work is approved as of _______________, 2022.

____________________________________  ____________________________
Kathleen Kelly, Co-Founder & CEO       Scott Sorrel, County Administrator
Lifting Up, LLC                         Peoria County
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your County Executive Committee recommends passage of the following Resolution.

Re: Creation of a “SmartStart Dashboard”

RESOLUTION

WHEREAS, the Peoria County Board created an Advisory Committee for Entrepreneurship and Small Business Development as part of its reorganization after the 2020 election cycle; and

WHEREAS, the Peoria County Board’s Rules of Order define the role and mission of the Advisory Committee for Entrepreneurship and Small Business Development as 1) conducting general or focused gap analyses of the Peoria County business environment; 2) making recommendations on preparing entrepreneurs to become business owners; and 3) developing a Peoria County toolkit of resource availability to assist in small business development; and

WHEREAS, the Advisory Committee has determined one of the gaps in the business environment is a lack of knowledge by the business community about what services are offered by which economic development agency and where to enter this ecosystem; and

WHEREAS, a solution to this gap that the Advisory Committee has identified and recommends to the Executive Committee is the creation of a “SmartStart Dashboard”; and

WHEREAS, the “SmartStart Dashboard” is a digital one-stop shop for entrepreneurs that provides a four-step process to getting your company to a position of being able to be prepared for one of the entrepreneurship accelerators in the community; and

WHEREAS, the “SmartStart Dashboard” takes advantage of local chambers of commerce to create a set of resources that will respond to inquiries from entrepreneurs and creates opportunities for entrepreneurs to be connected to mentors that can provide advice; and

WHEREAS, the “SmartStart Dashboard” scope of work and license agreement attached to the resolution meet the definitions of a project eligible for funding in the US Treasury’s guidance on the American Rescue Plan Act (ARPA) in the Small Business Development category.

NOW, THEREFORE, BE IT RESOLVED, that the County Administrator is hereby authorized to execute the “SmartStart Dashboard” scope of work and license agreement on behalf of the County Board and with the approval of the Peoria County States Attorney’s Office.

RESPECTFULLY SUBMITTED, EXECUTIVE COMMITTEE
ISSUE: Approval of a Parameters Bond Ordinance authorizing the issue of General Obligation Refunding Bonds (Alternate Revenue Source) for the purpose of refunding certain outstanding alternate bonds of the County.

BACKGROUND: In September 2011, Peoria County issued $42,000,000 of general obligation bonds (alternate revenue source) to finance a new Peoria County nursing home and related facilities, improvements, and costs. The bonds will mature on December 1, 2042. A total of $2,050,000 of principal has been paid off to date. A total of $19,263,228.85 of interest has been paid on these bonds to date.

The Peoria County Board and Administration was dedicated to the success of Heddington Oaks and took proactive measures to re-establish financial solvency. However, after multiple failed attempts to gain financial solvency through innovative and diverse measures, the County Board made the tough decision to close the facility and take steps towards selling the building in the spring of 2020. The County had all residents moved out in August 2020, officially closing its doors thereafter.

The Peoria County Board and Administration was dedicated to the success of Heddington Oaks and took proactive measures to re-establish financial solvency. However, after multiple failed attempts to gain financial solvency through innovative and diverse measures, the County Board made the tough decision to close the facility and take steps towards selling the building in the spring of 2020. The County had all residents moved out in August 2020, officially closing its doors thereafter.

The debt for Heddington Oaks has been callable since December 2020 and provides opportunity to restructure the debt service payment to match the $0.06 pennies per $100 assessed value that the Peoria County residents voted in favor of in 2003 to support the nursing home services. Peoria County voters had approved four prior referenda related to nursing home services and voter approval was again needed to “sell or dispose of” the assets of Heddington Oaks. The County Board presented the voters with this question on the ballot for the November 3, 2020 general election. Voter approval was granted, and thus, the Board and staff has put forth effort to sell the building. It is the County Board’s intent to use the proceeds of the sale to decrease the amount of the principal refunded.

The series 2011 coupons range from 3 to 4.5%. The County qualified under the IRS guidelines to issue tax-exempt bonds for the original purpose of the building. In order to refund the bonds as tax-exempt, the buyer of the building would also have to qualify under the IRS guidelines for tax-exempt status, most commonly known as a qualified 501(c)(3) status. The County adopted an authorizing ordinance on July 9, 2020, authorizing the County to refund the bonds as taxable as there was not a high level of confidence that a buyer with tax-exempt status would be identified. This ordinance is good for three years. After the board passed the authorizing ordinance for refunding taxable bonds, a buyer that meets the IRS guidelines for tax-exempt status was identified and the County Board passed an additional authorizing ordinance to allow the refunding of tax-exempt bonds at the March 10, 2022 Board Meeting. Subsequently, the Authorizing Ordinance and Notice was published in the Peoria Journal Star, on March 14, 2022, to notify the public and allow for petitioners to question the issuance of Alternate Bonds be submitted for referendum. No petitions were filed.

The levy for the nursing home bonds is set at $0.06 pennies per $100 of assessed value. The annual revenue for property tax in the nursing home fund was $1,990,253 in 2021 and $2,014,064 in 2020, a decrease of $23,811 or 1.2%. With the trend of rising prices in the real estate industry, this negative decline in EAV is now positive; however, the increase in property tax revenues will not be high enough to cover the current annual debt service payment and the annual debt service payment is scheduled to increase another $507,337 by 2023. The annual debt service payment for 2021 was $2,458,581 and in 2020, it was $2,373,581. The revenue shortfall from property taxes was covered by a transfer from the Public Facilities Sales tax fund in the amount of $359,517 for 2020, $468,365 in 2021, and is budgeted at $576,920 in 2022. A total of $917,439 has been transferred to date from the
Public Safety Facilities sales tax fund to make up for the shortfalls in property taxes to cover the annual debt service payments. Any revenue shortfall in property taxes will be covered first by the Public Facilities Sales Tax, and then the General fund. The Public Facilities Sales tax not used for debt service repayment is used to fund pay-as-you-go capital.

In order to keep the refinanced debt within the $0.06 penny limit, the County will need to restructure the debt. Selling the bonds as tax-exempt allows the County to refund the bonds at lower interest rates than a taxable refunding. While we anticipate savings through the restructure, due to several unknown factors, including anticipated interest rate changes, it is not responsible to provide an estimated savings or costs of restructuring and refinancing of the 2011 nursing home bonds. However, based on preliminary interest assumptions and an estimated close date of late September, we are confident that with the estimated sale proceeds and the County Board’s commitment on March 10, 2022 to pledge $7.50M of General Fund reserves to pay down the principal balance, the County is in the best position to stay within the $0.06 penny levy and limit the requirement to extensively extend the amortization table.

Since the authorizing ordinance was passed, staff has been in routine communication with our financial advisors as to what the best course of action would be. The County Board will continue to be informed as decisions are needed regarding calling the debt and restructuring the bonds which will best suit the county.

As such, attached is the ordinance permitting the County to issue General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, of The County of Peoria, Illinois, in an amount not to exceed $42,000,000, 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. This ordinance will be valid for 3 years from the date of adoption. This will provide the County time to close a sale and strategically refinance the debt with the best solution to match the $0.06 tax levy.

COUNTY BOARD GOALS:

HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION: Approved 5/24/22 (14-0 votes) Ms. Williams absent

PREPARED BY: Heather McCord, Chief Financial Officer and Julie Kusturin, Assistant Chief Financial Officer
DEPARTMENT: Finance
DATE: May 24, 2022
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Finance, Audit and Legislative Affairs Committee does hereby recommend passage of the following Resolution:

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.

* * * * *

WHEREAS, The County of Peoria, Illinois (the “County”), has heretofore issued, and has outstanding, its General Obligation Bonds (Alternate Revenue Source), Series 2011 (the “Prior Bonds”), that were issued to finance a new senior care facility, and related improvements, facilities and costs in the County; and

WHEREAS, the County Board of the County (the “County Board”) has determined that it is advisable, necessary and in the best interests of the County to refund the Prior Bonds (the Prior Bonds to be refunded being referred to herein as the “Refunded Bonds”), in order to restructure the debt service payable on the Refunded Bonds; and

WHEREAS, the refunding of the Refunded Bonds constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act, as amended (the “Act”); and

WHEREAS, the estimated cost of the Refunding, including legal, financial, bond discount, printing and publication costs and other expenses is not more than $42,000,000, and there are insufficient funds on hand and lawfully available to pay the costs of the Refunding; and
WHEREAS, the County Board has determined that in order to pay the costs of the Refunding, it is necessary and in the best interests of the County to borrow the sum of not to exceed $42,000,000 and issue bonds of the County therefor; and

WHEREAS, pursuant to the provisions of Section 15 of the Act, whenever there exists a revenue source, the County is authorized to issue “alternate bonds,” being general obligation bonds payable from such revenue source; and

WHEREAS, the County Board on the 10th day of March, 2022, adopted an ordinance (the “Authorizing Ordinance”), authorizing the issuance of certain alternate bonds, being general obligation bonds payable from revenue sources as provided by the Act (the “Alternate Bonds”), in an amount not to exceed $42,000,000 for the Refunding; and

WHEREAS, on the 14th day of March, 2022, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the Peoria Journal Star, the same being a newspaper of general circulation in the County, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice has heretofore been presented to the County Board and made a part of the permanent records of the County; and

WHEREAS, no petition has ever been filed with the County Clerk, requesting that the question of the issuance of the Alternate Bonds be submitted to referendum; and

WHEREAS, the Alternate Bonds to be issued will be payable (a) from receipts from a referendum-approved county nursing home property tax (the “Pledged Revenues”) and (b) to the extent the Pledged Revenues are insufficient to pay the Alternate Bonds, from ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount (the “Pledged Taxes”), all in accordance with the Act; and

WHEREAS, the County Board has heretofore determined and does hereby determine that the Pledged Revenues will be sufficient to provide or pay in each year to final maturity of the
proposed Alternate Bonds an amount not less than 1.25 times debt service of the Alternate Bonds, there being no other outstanding alternate bonds payable from the Pledged Revenues; and

WHEREAS, such determination of the sufficiency of the Pledged Revenues is supported by the most recent audit of the County for the fiscal year ending December 31, 2020 (the “Audit”), which Audit has been presented to the County Board and is now on file with the County Clerk; alternatively, if the audit of the County for the fiscal year ending December 31, 2021, has been received by the County Board prior to the issuance of the Alternate Bonds, the determination of the sufficiency of the Pledged Revenues is delegated to the Designated Representatives in the Bond Notification (both as hereinafter defined); and

WHEREAS, the County Board has been authorized to issue the Alternate Bonds to the amount of not to exceed $42,000,000 in accordance with the provisions of the Act and the Authorizing Ordinance; none of such bonds have heretofore been issued by the County; and the County Board hereby determines that it is necessary and advisable that there be issued not to exceed $42,000,000 of the authorized amount at this time; and

WHEREAS, the County Board does hereby find that the Alternate Bonds are being issued in accordance with the provisions of the Act; and

WHEREAS, the County Clerk of The County of Peoria, Illinois (the “County Clerk”), is therefore authorized to extend and collect the Pledged Taxes:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the County Board of The County of Peoria, Illinois, as follows:

Section 1. Incorporation of Preambles. The County Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.
Section 2. Authorization. It is hereby found and determined that the County Board has been authorized by law to borrow a sum not to exceed $42,000,000 upon the credit of the County and as evidence of such indebtedness to issue the Bonds to said amount, the proceeds of the Bonds to be used to refund the Refunded Bonds, and that it is necessary and for the best interests of the County that there be issued an amount not to exceed $42,000,000 of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the County an amount not to exceed $42,000,000 for the refunding of the Refunded Bonds; and the Bonds shall be issued to said amount and shall be designated “General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022”, or with such other series designations or descriptions as may be appropriate and set forth in the Bond Notification.

The Bonds, if issued, shall be dated such date (not later than December 1, 2022) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on December 15 of each of the years (not later than 2052), in the principal amounts (not exceeding $1,600,000 per year) and bearing interest at the rates per annum (not exceeding 6.00% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 15 and December 15 of each year thereafter to maturity.
Interest on each Bond shall be paid by check or draft of U.S. Bank Trust Company, National Association, Indianapolis, Indiana (the “Bond Registrar”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signature of the Chairman of the County Board (the “Chairman”) and shall be attested by the manual or facsimile signature of the County Clerk of the County (the “County Clerk”), as they may determine, and the seal of the County shall be affixed thereto or imprinted thereon. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the County and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.
Section 4. Registration of Bonds; Persons Treated as Owners. (a) General. The County shall cause books (the “Bond Register”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the County. The County is authorized to prepare, and the Bond Registrar or such other authorized person as the officers of the County may designate shall keep custody of, multiple Bond blanks executed by the County for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer
or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the County or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("Cede"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman, the Administrator of the County (the "County Administrator"), the County Clerk, the Treasurer of the County (the "Treasurer") and the Bond Registrar are each authorized to execute and deliver, on behalf of the County, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the
“Representation Letter”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the County and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “DTC Participant”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The County and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County’s obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other
than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the County to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of the applicable interest payment date, the name “Cede” in this ordinance shall refer to such new nominee of DTC.

In the event that (i) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the County, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the County determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the County, or such depository’s agent or designee, and if the County does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.
Section 5. Redemption. (a) Optional Redemption. All or a portion of the Bonds due on
and after the date, if any, specified in the Bond Notification shall be 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 the date
specified in the Bond Notification (but not later than 10 1/2 years after issuance of the Bonds), and
on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for
redemption.

(b) Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated
in the Bond Notification shall be subject to mandatory redemption, in integral multiples of $5,000
selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the
redemption date, on December 15 of the years, if any, and in the principal amounts, if any, as
indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced
through the earlier optional redemption thereof, with any partial optional redemptions of such
Bonds credited against future mandatory redemption requirements in such order of the mandatory
redemption dates as the County may determine. In addition, on or prior to the 60th day preceding
any mandatory redemption date, the Bond Registrar may, and if directed by the County Board
shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds
so purchased shall be cancelled and the principal amount thereof shall be credited against the
mandatory redemption required on such next mandatory redemption date.

(c) General. The Bonds shall be redeemed only in the principal amount of $5,000 and
integral multiples thereof. The County shall, at least forty-five (45) days prior to any optional
redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify
the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the County in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the County by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the County shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the County shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of
any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bonds shall be in substantially the following form, as applicable; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter, as may be appropriate, shall be inserted immediately after paragraph [1]:
[Form of Bond - Front Side]

[REGISTERED]
No. ______ $_________

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF PEORIA

GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2022

See Reverse Side for Additional Provisions

Interest Rate: ____% Maturity Date: December 15, 20__ Dated Date: __________, 20__ CUSIP: ____

Registered Owner: Cede & Co.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Peoria, Illinois (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 15 and December 15 of each year, commencing ________ 15, 202__, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association, Indianapolis, Indiana, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the County maintained by the Bond Registrar at the close of business on the 1st day of the month of
each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the County are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the County, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes (each hereinafter defined) to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the County hereby covenants and agrees that it will properly account for the Pledged Revenues and the Pledged Taxes and will comply with all the covenants of, and maintain the funds and accounts as provided by, the ordinance adopted by the County Board of the County on the 9th day of June, 2022 (the “Bond Ordinance”).

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.
IN WITNESS WHEREOF, The County of Peoria, Illinois, by its County Board, has caused this Bond to be signed by the manual or duly authorized facsimile signature of the Chairman of said County Board and attested by the manual or facsimile signature of the County Clerk of said County, and the seal of said County to be affixed hereto or imprinted hereon, all as of the Dated Date identified above.

SPECIMEN
Chairman, County Board

(SEAL)

ATTEST:

SPECIMEN
County Clerk

[SEAL]

Date of Authentication: ____________, 201_

BOND Registrar and Paying Agent:

Bond Registrar and Paying Agent:
U.S. Bank Trust Company, National
Association, Indianapolis, Illinois

AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, of The County of Peoria, Illinois.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bond Registrar

By ____________________
Authorized Officer
[Form of Bond - Reverse Side]

STATE OF ILLINOIS

THE COUNTY OF PEORIA

GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2022

[6] This Bond is one of a series of bonds issued by the County for the purpose of refunding certain outstanding alternate bonds of the County, in full compliance with the provisions of the Counties Code of the State of Illinois, and the Local Government Debt Reform Act (the “Act”), and all laws amendatory thereof and supplementary thereto, and is authorized by the Bond Ordinance, duly and properly adopted for that purpose, in all respects as provided by law.

[7] The Bonds are payable from (a) receipts from a referendum approved county nursing home property tax (the “Pledged Revenues”), and (b) ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount (the “Pledged Taxes”), all in accordance with the provisions of the Act. The County reserves the right to issue additional bonds from time to time payable from the Pledged Revenues, and any such additional bonds will share ratably and equally in the Pledged Revenues with the Bonds; provided, however, that no additional bonds will be issued except in accordance with the provisions of the Act.

[8] [Optional Redemption and Mandatory Redemption provisions, as applicable, will be inserted here.]

[9] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the County maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to
bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Indianapolis, Indiana, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[12] The County and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.
(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto ______________________

________________________________________ (Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint ______________________

________________________________________ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _________________________________ _______________________________

Signature guaranteed: _______________________________

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.
Section 8. Sale of Bonds. The Chairman, the County Administrator and the Chair of the County’s Ways and Means Committee (the “Designated Representatives”), are hereby authorized to proceed not later than the 12th day of November, 2022, without any further authorization or direction from the County Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to Mesirow Financial, Inc., Chicago, Illinois, and Robert W. Baird & Co. Incorporated, Naperville, Illinois (together, the “Purchaser”), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any, it being hereby found and determined that the sale of the Bonds to the Purchaser is in the best interests of the County 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 sale of the Bonds to the Purchaser.

Prior to the sale of the Bonds, the Chairman or the County Administrator is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the “Bond
Notification”). In the Bond Notification, the Designated Representatives shall 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 the maximum rate otherwise authorized by applicable. The Bond Notification shall be entered into the records of the County and made available to the County Board at the next regular meeting thereof; but such action shall be for information purposes only, and the County Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Chairman, the County Administrator, the Chief Financial Officer of the County, the County Clerk and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the County and the Purchaser (the “Purchase Contract”). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine 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 Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the “Official Statement”) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the County Board are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.
Section 9. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and do not and shall not constitute an indebtedness of the County within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 11 hereof, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the County for purposes of all statutory provisions or limitations until such time as an audit of the County shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 10. Bond Fund. There is hereby established a special fund of the County known as the “Alternate Bond and Interest Fund of 2022” (the “Bond Fund”). The Pledged Revenues and the Pledged Taxes shall be set aside as collected and be deposited into the Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the County by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the County under this Ordinance are discharged under this Ordinance.

Section 11. Alternate Revenue Source; Additional Bonds; Tax Levy. For the purpose of providing funds 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, the County covenants and agrees with the purchasers and the owners of the Bonds that so long as any Bonds are outstanding and unpaid, either as to principal or interest, the County will deposit the Pledged Revenues into the Bond Fund in the manner set forth in this Section. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts in the Bond Fund, designated as the Pledged Revenues Account and as the Pledged Taxes Account. All Pledged Revenues to be
applied to the payment of the Bonds shall be deposited to the credit of the Pledged Revenues Account. All Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the Bonds prior to use of any moneys on deposit in the Pledged Revenues Account.

The County reserves the right to issue additional bonds from time to time payable from the Pledged Revenues, and any such additional bonds will share ratably and equally in the Pledged Revenues with the Bonds; provided, however, that no additional bonds will be issued except in accordance with the provisions of the Act.

For the purpose of providing additional funds to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the County, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the County the following direct annual taxes (the “Pledged Taxes” as heretofore defined):
<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$1,611,000</td>
<td>For interest and principal up to and including December 15, 2023</td>
</tr>
<tr>
<td>2023</td>
<td>$1,611,000</td>
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<td>2051</td>
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<td>For interest and principal</td>
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Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Treasurer is hereby authorized to direct the
abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 12. Filing of Ordinance and Certificate of Reduction of Taxes. Forthwith upon the passage of this Ordinance, the Treasurer is hereby directed to file a certified copy of this Ordinance with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2022 to 2051, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the County in connection with other taxes levied in each of said years for county purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general county purposes of the County, and when collected, the taxes hereby levied shall be placed to the credit of the Pledged Taxes Account of the Bond Fund, which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this Ordinance shall also be filed with the Treasurer.

The Treasurer is hereby directed to prepare and file with the County Clerk, a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being refunded and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 13. Abatement of Pledged Taxes. Each year, prior to the time the Pledged Taxes are extended for payment of the Bonds, the County shall direct the abatement of the Pledged Taxes for such levy year but only upon compliance with the following conditions: (1) that the County has levied the Pledged Revenues for such levy year and filed the same with the County Clerk; and (2) that the Pledged Revenues so levied for such levy year are not less than the amount of principal
of and interest on the Bonds otherwise payable from such Pledged Taxes. Following any abatement of Pledged Taxes in accordance with such provisions, proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 14. General Covenants. The County covenants and agrees with the holders of the Bonds that so long as the Bonds or any of them remain outstanding and unpaid, either as to principal or interest:

A. The County hereby pledges the Pledged Revenues to the payment of the Bonds, and the County Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service on the Bonds, all in accordance with Section 15 of the Act.

B. The County will punctually pay or cause to be paid from the sources herein provided the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The County will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the County to make any such payment so long as the County in good faith shall contest the validity of said claims.

D. The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, the Pledged Taxes, the Bond Fund and associated subaccounts. Such books of record and accounts will at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the principal amount of the outstanding obligations or their representatives authorized in writing.

E. The County will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the County, the Bonds shall be incontestable by the County.

F. The County will adopt, make, execute and deliver any and all such further ordinances, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better
assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the County will continue to deposit the Pledged Revenues into the Pledged Revenues Account and, if necessary, the Pledged Taxes into the Pledged Taxes Account. The County covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and Pledged Taxes may be collected as provided herein and deposited into the Pledged Revenues Account and Pledged Taxes Account, respectively, as provided herein.

H. Once issued, the Bonds shall be and forever remain until paid or defeased a general obligation of the County, the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Act.

Section 15. Use of Bond Proceeds; Call of the Refunded Bonds. Any accrued interest received on the delivery of the Bonds and principal proceeds of the Bonds in the amount set forth in the Bond Notification are hereby appropriated for the purpose of paying first interest due on the Bonds and are hereby ordered deposited into the Bond Fund and/or into an account held by the Prior Paying Agent (as hereinafter defined) or the Escrow Agent (as hereinafter defined). Such funds may be used to purchase Government Securities (as hereinafter defined). The remaining principal proceeds of the Bonds, together with any premium received from the sale of the Bonds and such additional amounts as may be necessary from the general funds of the County, are hereby appropriated to pay the costs of issuance of the Bonds, for the purpose of refunding the Refunded Bonds and to pay the interest on the Bonds up to the Call Date (as hereinafter defined), and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited (i) with U.S. Bank Trust Company, National Association, Indianapolis, Indiana as the paying agent for the Prior Bonds (the “Prior Paying Agent”) or (ii) in escrow pursuant to an Escrow Agreement (the “Escrow Agreement”) to be entered into between the County and an escrow agent, as set forth in the Bond Notification (the “Escrow Agent”), in substantially the form attached hereto as Exhibit A.
and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the County executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds. The County Board approves the form, terms and provisions of the Escrow Agreement and directs the Chairman and County Clerk to execute, attest and deliver the Escrow Agreement in the name and on behalf of the County. Amounts in the escrow may be used to purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States of America (the “Government Securities”) to provide for the payment of the principal of and interest on the Refunded Bonds. The Escrow Agent and the Purchaser are each hereby authorized to act as agent for the County in the purchase of the Government Securities.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the County from the proceeds of the Bonds.

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Bonds, the County by the County Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on the earliest practicable date as set forth in the Bond Notification (the “Call Date”), said date being not more than 90 days after the date of issue of the Bonds.

Section 16. Non-Arbitrage and Tax-Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the
event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the County may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The County also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The County Board hereby authorizes the officials of the County responsible for issuing the Bonds, the same being the Chairman and County Clerk and the Treasurer to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the County Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the County and the County Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.
Section 17. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman and County Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the County and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the County at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Continuing Disclosure Undertaking. The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Continuing Disclosure Undertaking”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all
such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “Municipal Bond Insurance Policy”) issued by a bond insurer (the “Bond Insurer”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the County and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman on advice of counsel, his or her approval to constitute full and complete acceptance by the County of such terms and provisions under authority of this Section.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. On October 9, 2014, the County Board adopted a record-keeping policy (the “Policy”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the County, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the County or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The County Board and the County hereby reaffirm the Policy.

Section 22. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the County and the owners of the outstanding Bonds. All covenants relating to
the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the County and the People of the State of Illinois acting through the Attorney General or any designee.

Section 23.   Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

[Remainder of Page Intentionally Left Blank]
Section 24. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its adoption.

ADOPTED: June 9, 2022

Attest:

______________________________
Chairman, County Board

______________________________
County Clerk
EXHIBIT A

FORM OF ESCRROW LETTER AGREEMENT

___________, 2022

________________________
________________________
________________________

Re: The County of Peoria, Illinois
$___________ General Obligation Refunding Bonds
(Alternate Revenue Source), Series 2022

Ladies and Gentlemen:

The County of Peoria, Illinois (the “County”), by an ordinance adopted by the County Board of the County on the 9th day of June, 2022 (as supplemented by a notification of sale, dated __________, 2022, the “Bond Ordinance”), has authorized the issue and delivery of $___________ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, dated __________, 2022 (the “Bonds”). The County has authorized by the Bond Ordinance that proceeds of the Bonds be used to pay and redeem on __________, 2022, $___________ of the County’s outstanding and unpaid General Obligation Bonds (Alternate Revenue Source), Series 2011 (the “Refunded Bonds”).

The County hereby deposits with you $___________ from the proceeds of the Bonds and $___________ from funds of the County on hand and lawfully available (collectively, the “Deposit”) and you are hereby instructed as follows with respect thereto:

1. [Upon deposit, you are directed to hold the Deposit in an irrevocable trust fund account (the “Trust Account”) for the County to the benefit of the holders of the Refunded Bonds.] [Upon deposit, you are directed to purchase U.S. Treasury Securities [State and Local Government Series Certificates of Indebtedness] in the amount of $___________ and maturing as described on Exhibit A hereto (the “Government Securities”). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of $___________ . The beginning deposit and the Government Securities are to be held in an irrevocable trust fund account (the “Trust Account”) for the County to the benefit of the holders of the Refunded Bonds.]

2. [You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on __________, 2022 is made.] [You shall hold the Government Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account]
for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on __________, 2022 is made.]

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

4. The County has called the Refunded Bonds for redemption and payment prior to maturity on __________, 2022. You are hereby directed to provide for and give or cause the Prior Paying Agent (as hereinafter defined) to give timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The County agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the County to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, you are hereby directed to give or cause the Prior Paying Agent to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.

6. You shall remit the sum of $___________ on __________, 2022, to ________________________, __________, __________, as paying agent for the Refunded Bonds (the “Prior Paying Agent”), such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The County shall pay the same as they become due.

8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the County not less than five (5) days prior to such payment date and the County shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the County and thereupon this Agreement shall terminate.
Very truly yours,

THE COUNTY OF PEORIA, ILLINOIS

By ___________________________________________
Chairman, County Board

By ___________________________________________
County Clerk

Accepted this ___ day of ________, 2022.

__________________
______ , ______

By ______________________________
Its____________________________
CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois (the “County”), and as such official I am the keeper of the records and files of the County Board of the County (the “County Board”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the County Board held on the 9th day of June, 2022, insofar as same relates to the adoption of Ordinance No. 2022-308 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.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 9th day of June, 2022.

___________________________________
County Clerk

[SEAL]
STATE OF ILLINOIS         )
                           ) SS
COUNTY OF PEORIA          )

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Peoria, Illinois, and as such official I do further certify that on the ____ day of ______________, 2022, there was filed in my office a duly certified copy of an ordinance 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.

duly adopted by the County Board of The County of Peoria, Illinois, on the 9th day of June, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of ______________, 2022.

_______________________________________
County Clerk of The County of Peoria, Illinois

(SEAL)
FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the County of Peoria, Illinois (the “County”), and as such official I do further certify that on the 9th day of June, 2022, there was filed in my office a duly certified copy of an ordinance 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.

duly adopted by the County Board of the County on the 9th day of June, 2022, and that the same has been deposited in the official files and records of my office.

I do further certify that the description of the outstanding General Obligation Bonds (Alternate Revenue Source), Series 2011, of the County set forth in said ordinance is accurate, and that said obligation is presently outstanding and unpaid and is a binding and subsisting legal obligation of the County and has never been refunded by the County.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 9th day of June, 2022.

_______________________________________
Treasurer
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee
MEETING DATE: May 24, 2022

ISSUE: Approval of SFY23 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority

BACKGROUND/DISCUSSION:

The Tenth Judicial Circuit Family Violence Coordinating Council (FVCC) was established under the Office of the Chief Judge to create a forum to share and discuss information to promote a coordinated response to family violence in our communities. The Council is entirely funded by state funds awarded by the IL Criminal Justice Information Authority (ICJIA). The Tenth Judicial Circuit has been awarded $39,000.00 for the period of July 1, 2022 through June 30, 2023.

Therefore, we are requesting this committee approve entering into an Inter-Governmental Agreement between the County of Peoria and ICJIA for the period of twelve (12) months, commencing July 1, 2022. The IGA is not available yet but will be reviewed by counsel prior to execution. There is no budget amendment necessary.

This grant provides funding for one part-time position that reports to the Chief Judge. No matching funds are required by the County and indirect costs will be recouped to defray overhead such as administrative and occupancy costs. FICA and IMRF fringe benefits will also be reimbursed by this grant.

COUNTY BOARD GOALS:

HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:
Approval to enter into an Inter-Governmental Agreement for the SFY23 Family Violence Coordinating Council

COMMITTEE ACTION:

Approved 5/24/22 (6-0 votes) Mr. Elsasser voted aye via teleconference; Ms. Bryant and Ms. Williams absent

PREPARED BY: Jennifer Shadid, Courts’ Chief Financial Officer
DEPARTMENT: Court Administration
DATE: May 11, 2022
Via Email

May 11, 2022

Andrew Rand, Peoria County Board Chairperson
324 Main St., Rm. 215
Peoria, IL  61602-2302
arand@peoriacounty.org

Dear Mr. Rand:

I am writing to inform you that your program has been selected for funding under the Notice of Funding Opportunity #2096-2072 for Illinois Family Violence Coordinating Council Implementation grant. At the June 23rd ICJIA Budget Committee, staff will recommend your agency receive $39,000 from General Revenue SFY23 state funds to implement this program. The grant agreement number will be #322310.

The awarding of funds for this program is contingent upon the approval of the Budget Committee and the completion of all outstanding requirements and the execution of the grant agreement prior to the period of performance.

If you have any questions concerning this designation, please feel free to contact me at mary.ratliff@illinois.gov. I look forward to working with you on this program.

Sincerely,

Mary Ratliff
Program Director
Illinois Family Violence Coordinating Council
Federal and State Grants Unit

Cc:  Master File 322310, Mary Taylor, Nicole Bjerke, Katherine Gorman, Gabe McLeod
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 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority

RESOLUTION

WHEREAS, the Tenth Judicial Circuit Family Violence Coordinating Council was established under the Office of the Chief Judge to create a forum to share and discuss information to promote a coordinated response to family violence in our communities, and;

WHEREAS, the County of Peoria acts as fiscal agent for the Family Violence Coordinating Council (FVCC), and;

WHEREAS, the County of Peoria received notification that the Illinois Criminal Justice Information Authority (ICJIA) will be providing grant monies pursuant to an Intergovernmental Agreement for the term of July 1, 2022 through June 30, 2023, in the amount of Thirty-Nine Thousand dollars ($39,000.00), and;

WHEREAS, the funds will be used to support a part-time Local Council Coordinator, as well as coordination of committee work, training, travel and other related activities as determined by the Local Council Planning/Steering Committee.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Peoria County, that it approves the entering into of the SFY23 Family Violence Coordinating Council grant agreement from ICJIA, upon review and advice of counsel.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: June 9, 2022
AGENDA BRIEFING

COMMITTEE: WAYS and MEANS
MEETING DATE: May 23rd, 2022
LINE ITEM: 001-1-016-7-747-36300
AMOUNT: $33,600 revenue

ISSUE:
Radnor Township has been unable to find an Assessor and whereas the statute permits a county board to submit a bill to the township for work completed by the Supervisor of Assessment’s office.

BACKGROUND/DISCUSSION:
Peoria County was contacted by Radnor Township to perform assessment services and whereby the statute allows a township to contract with Peoria County for such services. Statute also allows the County to charge for these services, and after review of work performed, size, equalized assessed value and time taken to perform such work, it is the recommendation of Supervisor of Assessment’s office to charge Radnor $33,600 per year for such service.

Fees charged and paid to Peoria County will be $33,600 per year and the intergovernmental agreement will automatically renew on an annual basis until such time when either party gives 60-day notice to end the agreement.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION: Approve

COMMITTEE ACTION: Approved 5/23/22 (8-0 votes)

PREPARED BY: Dave Ryan
DEPARTMENT: Supervisor of Assessments
DATE: May 3rd, 2022
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Ways and Means Committee does hereby recommend passage of the following Resolution:

RE: Intergovernmental Agreement with Radnor Township for Assessment Services

RESOLUTION

WHEREAS, 35 ILCS 200/9-230 requires township assessors to complete property assessments for properties within their jurisdiction and to return the assessment books or workbooks to the chief county assessment official by the timelines set forth in the statutes; and

WHEREAS, if the assessments are not completed, the Chief County Assessment Official (Supervisor of Assessments) may take possession of the books and complete the assessments pursuant to law; and

WHEREAS, the office of the Supervisor of Assessments is completing the assessments for Radnor Township

WHEREAS, the Chief County Assessment’s office has incurred costs in completing said assessment work; and

WHEREAS, 35 ILCS 200/9-230 further permits a county board to submit a bill to the township board of trustees for reasonable costs incurred by the Chief County Assessment Office (Supervisor of Assessment’s) in completing the assessments; and

WHEREAS, The County Supervisor of Assessments has reviewed the work performed, compared to other townships and salaries paid to their township assessors and incurred costs in finishing Radnor assessment work, the reasonable cost incurred is $33,600 per year; and

WHEREAS, payment shall be sought in two equal installments, by July 1, and December 1 of the given year; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that the Supervisor of Assessments is authorized to enter into an Intergovernmental Agreement with Radnor Township, upon the review and advice of the State’s Attorney’s office, to charge for assessment services and as forth here in and that this resolution goes into effect beginning with work performed on behalf of Radnor Township beginning January 1, 2022.

RESPECTFULLY SUBMITTED,
WAYS AND MEANS COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 001-1-001-7-816-53071
MEETING DATE: May 23, 2022  AMOUNT: $30,000.00

ISSUE: Resolution for Professional Services Agreement with Hanson Professional Services, Inc. for a grant application for Glasford Road.

BACKGROUND/DISCUSSION: The United States Department of Transportation (USDOT) recently announced they are soliciting project applications for 3 (three) separate and unique funding opportunities for the Multimodal Project Discretionary Grants Program (MPDG). The programs are named RURAL, INFRA, and MEGA. After reviewing the program information, it was determined that the best chance for Peoria County to receive funding through the program was to apply for a RURAL Grant for Glasford Road.

Glasford Road connects the Village of Glasford to U.S. Route 24 in the southern portion of the County. The road carries 2,050 vehicles per day and is in poor condition. The pavement structure consists of asphalt pavement over old concrete pavement. The concrete pavement is failing and is causing the asphalt pavement to heave and be uneven. The Highway Department receives numerous complaints every year about the condition of the road. Complete reconstruction of the roadway is the only economically feasible way to repair the road due to the concrete pavement under the asphalt pavement.

The RURAL Grant’s purpose is to “Improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.” Akron Services owns a grain facility in the Village of Glasford that ships 2,000,000 bushels of grain annually down Glasford Road in order to reach U.S. Route 24. This equates to 2,100 semi-truck loads every year that use Glasford Road just from the grain facility. The location of this facility and the condition of Glasford Road makes this project an excellent candidate for the RURAL Grant program.

This resolution will allow Peoria County to enter into a Professional Services Agreement with Hanson Professional Services Inc. to complete the MPDG Grant application for Glasford Road.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the resolution.

COMMITTEE ACTION: Approved 5/23/22 (4-0 votes) Ms. Pastucha voted aye via teleconference; Ms. Duncan absent

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway  DATE: April 29, 2022
March 25, 2022

CIRCULAR LETTER 2022-08

FISCAL YEAR 2022 (FY2022) FEDERAL NOTICE OF FUNDING OPPORTUNITY (NOFO) MULTIMODAL PROJECT DISCRETIONARY GRANT OPPORTUNITY (MPDG), CONTAINING THE 3 (THREE) FOLLOWING PROGRAMS:

❖ **RURAL SURFACE TRANSPORTATION GRANT PROGRAM (RURAL)**
❖ **NATIONALLY SIGNIFICANT MULTIMODAL FREIGHT AND HIGHWAYS PROGRAM (INFRA)**
❖ **NATIONAL INFRASTRUCTURE PROJECT ASSISTANCE GRANTS PROGRAM (MEGA)**

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS / METROPOLITAN PLANNING ORGANIZATIONS / TOWNSHIP HIGHWAY COMMISSIONERS / CONSULTING ENGINEERS

PURPOSE & INTRODUCTION:

The United States Department of Transportation (USDOT) has recently announced through the Federal Register they are soliciting project applications for 3 (three) separate and unique funding opportunities under the banner/title of the Multimodal Project Discretionary Grants Program (MPDG). The 3 Programs are as follows:

1. The **new** Rural Surface Transportation Grant Program (RURAL)
2. The **previously established** Nationally Significant Multimodal Freight and Highways Program (INFRA)
3. The **new** National Infrastructure Project Assistance Grants Program (MEGA)

Importantly, applicants possess the ability to select to apply for all, two, or only one of these grant programs, by submitting only one application. Please note that “A project will be evaluated for consideration for all three programs, unless the applicant wishes to opt-out of being evaluated for one or more of the grant programs”. The purpose of this new application process is to ease the application process, save valuable application preparation time, to proactively assist the USDOT in matching projects with the most applicable and appropriate grant program, and to facilitate individual projects in potentially receiving funding from multiple grant programs.

The Federal Register Announcement is attached to this Circular Letter for availability and convenience. In addition, the NOFO for the overall MPDG Program is available here: [MPDG-NOFO](#). Applicants should thoroughly read this notice in its entirety to fully understand all the application requirements and information required to submit eligible and competitive applications.
**MPDG BASE INFORMATION:**
Grants under these three Programs for FY 2022 (both new and previously established) will be awarded on a competitive basis to projects that meet the eligibility requirements, and illustrate significant improvements to rural, local, regional, state, and national impacts.

Funding for the RURAL, INFRA and MEGA Programs include project elements that include highways and bridges, intercity passenger rail, railway/highway grade crossings or separations, wildlife crossings, public transportation, marine highways, freight projects, or groups and combinations of the above.

**SPECIFIC PROGRAM SUMMARIES AND INFORMATION:**
Applicants will find detailed program information, eligibility requirements, and other key provisions in the attached [MPDG-NOFO](#), and the following summaries are provided herewith only as an overview:

**RURAL SURFACE TRANSPORTATION GRANT PROGRAM (RURAL):**

<table>
<thead>
<tr>
<th>Purpose:</th>
<th>Improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.</th>
</tr>
</thead>
</table>
| Eligible Entities: | • State  
• Regional Transportation Planning Organizations (RTPO)  
• Local governmental agencies  
• Tribal governments |
| Eligible Projects: | • Highway, bridge, or tunnel projects eligible under National Highway Performance Program, Surface Transportation Block Grant, or the Tribal Transportation Program  
• Highway freight project eligible under National Highway Freight Program  
• Highway safety improvement project  
• Project on a publicly owned highway or bridge improving access to certain facilities that support the economy of a rural area  
• Integrated mobility management system, transportation demand management system, or on-demand mobility services |
| Key Provisions: | • Up to 10% available for grants to small projects (< $25 Million)  
• 25% available for designated routes of the Appalachian Development Highway System  
• 15% available for projects in States with higher-than-average rural roadway lane departure fatalities |
| FY 2022 Funding: | $300 Million for FY 2022 (nationally) |
NATIONALLY SIGNIFICANT MULTIMODAL FREIGHT AND HIGHWAYS PROGRAM (INFRA):

<table>
<thead>
<tr>
<th>Purpose:</th>
<th>Improvements to multimodal freight and highway projects of national or regional significance.</th>
</tr>
</thead>
</table>
| Eligible Entities: | • State  
• Multistate corridor organizations  
• Metropolitan Planning Organizations (MPO)  
• Units or groups of Local governmental agencies  
• Tribal governments |
| Eligible Projects: | • Highway or bridge on the National Highway System  
• Highway freight project on the National Freight Network  
• Freight intermodal, rail project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility  
• Highway/railway grade crossing or grade separation  
• Wildlife crossing  
• Project for a marine highway corridor that is connected to the National Highway Freight Network |
| Key Provisions: | • FY2022 increases flexibility (up to 30%) per FY) on non-highway freight  
• Increase of grants for small projects from 10% to no more than 15%  
• Establishes an amount no greater than 30% for projects in rural areas |
| FY 2022 Funding: | • $1.55 Billion for FY 2022 (nationally)  
• Illinois “One-State” minimum of $100 Million |
### NATIONAL INFRASTRUCTURE PROJECT ASSISTANCE GRANTS PROGRAM (MEGA):

<table>
<thead>
<tr>
<th>Purpose:</th>
<th>Providing funding through single-year or multi-year grant agreements for eligible transportation projects</th>
</tr>
</thead>
</table>
| Eligible Entities: | • State  
• Metropolitan Planning Organizations (MPO)  
• Local governmental agencies  
• Special purpose districts or public authorities providing a transportation function  
• Tribal governments  
• Partnerships with AMTRAK, and or more other eligible entities |
| Eligible Projects: | • Highway and bridge projects on the National Multimodal Freight Network, National Highway Freight Network, or National Highway System  
• Freight intermodal or freight rail projects that provide a public benefit  
• Railway/highway grade separation or elimination projects  
• Intercity passenger rail projects  
• Certain public transportation projects |
| Key Provisions: | • Establishes that 50% of FY 2022 Funding allocated to projects costing between $100 Million and $500 Million  
• Establishes remaining 50% of FY 2022 Funding allocated to projects costing $500 Million or more |
| FY 2022 Funding: | $1 Billion for FY 2022 (nationally) |
DEADLINES:
Applications must submit their applications at www.Grants.gov, and the “Apply” function will be open by March 25, 2022.

Important, applications from eligible entities must be submitted by 11:59 PM EDT on May 23, 2022.

ADDITIONAL RESOURCES, INFORMATION & COURTESY COORDINATION:
For further information regarding this notice, please contact the USDOT Office of the Secretary via email at MPDGrants@dot.gov, or call Paul Baumer at (202) 366-1092. A TTD is available at (202) 366-3993.

In addition, the U.S. Department of Transportation will post answers and responses to common inquiries and requests for clarifications at the USDOT website at https://www.transportation.gov/grants/mpdg-frequently-asked-questions

If you have any questions on the Circular Letter; and as a courtesy to foster good communication, as well as enable the Department to be able to provide administrative support if selected, please contact Stephane B. Seck-Birhame, Local Program Development Engineer at (217) 782-3972 or Bablibile.Seck@illinois.gov, of your inquiries and application.

Sincerely,

George A. Tapas, P.E., S.E
Engineer of Local Roads and Streets

cc: Arlene Kocher, FHWA Illinois Division Administrator
    David Snyder, FHWA Illinois Deputy Division Administrator
    Jon-Paul Kohler, FHWA Illinois Division
    Steven Travia, IDOT, Director, Office of Highway Project Implementation
    Holly Bieneman, IDOT, Director, Office of Planning & Programing
    Matt McAnarney, IDOT, Director, Office of Legislative Affairs
    Tracy Sisk, IDOT, Bureau Chief, Bureau of Programing
    Rick Johnson, Illinois Association of County Engineers
    Brad Cole, Illinois Municipal League
    Jerry Crabtree, Township Officials of Illinois
    Donald Goad, Township Highway Commissioners of Illinois

Attachment: MPDG NOFO
environmental review under 49 CFR 1105.6(c) and from historic reporting requirements under 49 CFR 1105.8(b). Board decisions and notices are available at www.stb.gov.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.

Decided: March 22, 2022.

Brendetta Jones, Clearance Clerk.

[FR Doc. 2022–06338 Filed 3–24–22; 8:45 am]

BILLING CODE 4915–01–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Intent To rule on Request To Change 19 Acres of Land From Aeronautical to Non-Aeronautical Use at Presque Isle International Airport in Presque Isle, Maine

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Request for public comments.

SUMMARY: Notice is being given that the FAA is considering a request from the City of Presque Isle to change 19 acres of land from Aeronautical Use to Non-Aeronautical Use for a Solar facility at Presque Isle International Airport, Presque Isle, Presque Isle, ME. A solar facility will be constructed on 19 acres of land at Presque Isle International Airport. The solar facility is being constructed on land not required for aviation use. The land has been designated for non-aeronautical use.

The airport will have a land lease with the solar company that will generate a new non-aeronautical revenue source for the airport. The land lease proceeds will be deposited in the airport’s operation and maintenance account.

DATES: Comments must be received on or before April 21, 2022.

ADDRESSES: You may send comments using any of the following methods:

• Federal eRulemaking Portal: Go to http://www.regulations.gov, and follow the instructions on providing comments.

• Fax: 202–493–2251.


• Hand Delivery: Deliver to mail address above between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

Interested persons may inspect the request and supporting documents by contacting the FAA at the address listed.

FOR FURTHER INFORMATION CONTACT:

Mr. Jorge E. Panteli, Compliance and Land Use Specialist, Federal Aviation Administration New England Region Airports Division, 1200 District Avenue, Burlington, Massachusetts 01803. Telephone: 781–238–7618.

Issued in Burlington, Massachusetts, on March 21, 2022.

Julie Selsatsm-Wilps,

Deputy Director, ANE–600.

[FR Doc. 2022–06299 Filed 3–24–22; 8:45 am]

BILLING CODE P

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Notice of Funding Opportunity for the Department of Transportation’s Multimodal Project Discretionary Grant Opportunity

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation.

ACTION: Notice of Funding Opportunity (NOFO).

SUMMARY: The purpose of this notice is to solicit applications for three funding opportunities: The National Infrastructure Project Assistance grants program (Mega), the Nationally Significant Multimodal Freight and Highways Projects grants program (INFRA), and the Rural Surface Transportation Grant program (Rural). While applicants can choose to apply for only one grant program, this combined solicitation will allow applicants to apply for two, or all three of these funding opportunities by submitting only one application. It also aims to better enable the Department to proactively assist project sponsors in matching projects with the most appropriate grant program(s) and facilitate individual projects in potentially receiving funding from multiple grant programs. Funds for the INFRA, Mega, and Rural funding opportunities will be awarded on a competitive basis for surface transportation infrastructure projects—including highway and bridge, intercity passenger rail, railway-highway grade crossing or separation, wildlife crossing, public transportation, marine highway, and freight projects, or groups of such projects—with significant national or regional impact, or to improve and expand the surface transportation infrastructure in rural areas.

DATES: Applications must be submitted by 11:59 p.m. EDT on May 23, 2022. The Grants.gov “Apply” function will open by March 25, 2022.

ADDRESSES: Applications must be submitted through www.Grants.gov. Only applicants who comply with all submission requirements described in this notice and submit applications through www.Grants.gov on or before the application deadline will be eligible for award.

FOR FURTHER INFORMATION CONTACT: For further information regarding this notice, please contact the Office of the Secretary via email at MPDGGrants@dot.gov, or call Paul Baumer at (202) 366–1092. A TDD is available for individuals who are deaf or hard of hearing at 202–366–3993. In addition, up to the application deadline, the U.S. Department of Transportation (Department) will post answers to common questions and requests for clarifications on the Department’s website at https://www.transportation.gov/grants/mpdg-frequently-asked-questions.

SUPPLEMENTARY INFORMATION: The organization of this notice is based on an outline set forth in Appendix I to title 2 of the Code of Federal Regulations (CFR) part 200 to ensure consistency across Federal financial assistance programs. However, that format is designed for locating specific information, not for linear reading. For readers seeking to familiarize themselves with how the Multimodal Project Discretionary Grant (MPDG) combined application process will work, the Department recommends starting with Section A (Program Description), which describes the Department’s goals for the MPDG common application and purpose in making awards, and Section E (Application Review Information), which describes how the Department will select among eligible applications for each of the three funding opportunities. Those two sections will provide appropriate context for the remainder of the notice: Section B (Federal Award Information) describes information about the size and nature of awards; Section C (Eligibility Information) describes eligibility requirements for applicants and projects; Section D (Application and Submission Information) describes in detail how to apply for an award; Section F (Federal Award Administration) describes legal requirements that will accompany awards; and Sections G (Federal
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A. Program Description
   1. Overview
      The Multimodal Project Discretionary Grant common application (MPDG) provides Federal financial assistance to highway and bridge, intercity passenger rail, railway-highway grade and separation, wildlife crossing, public transportation, marine highway, and freight and multimodal projects, or groups of such projects, of national or regional significance, as well as to projects to improve and expand the surface transportation infrastructure in rural areas. Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021) (Bipartisan Infrastructure Law, or BIL) provided funds to the Department across three programs to invest in projects of national or regional significance—the National Infrastructure Project Assistance grants program, found under 49 U.S.C. 6701 (Mega), the Nationally Significant Multimodal Freight and Highways Projects grants program, found at 23 U.S.C. 117 (Infrastructure for Rebuilding America or INFRA), and the Rural Surface Transportation Grant program, found at 23 U.S.C. 173 (Rural). To help streamline the process for applicants, the Department has combined the applications for the Mega, INFRA, and Rural programs into the MPDG common application. Applicants may choose to apply to one, two, or all three of these grant programs. The Fiscal Year (FY) 2022 MPDG awards will be made for each of the three grant programs as appropriate and consistent with each grant program’s statutory language. The FY 2022 MPDG round will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355), and will focus on supporting projects that improve safety, economic strength and global competitiveness, equity, and climate and sustainability consistent with the Department’s strategic goals.

   Applicants are encouraged to apply for multiple programs, to maximize their potential of receiving Federal support. Applicants for the MPDG will be considered across all three programs unless they opt out. To support applicants through the application process, the Department will provide technical assistance and resources. The Department seeks to fund projects under the MPDG common application that reduce greenhouse gas emissions and are designed with specific elements to address climate change impacts. Section E provides more information on the specific measures a project may undertake to support these goals.

The Department also seeks to award projects under the MPDG common application that address environmental justice, particularly for communities (including rural communities) that may disproportionately experience consequences from climate change and other pollutants. Environmental justice, as defined by the Environmental Protection Agency, is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As part of the Department’s implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund projects that, to the extent possible, target at least 40 percent of resources and benefits towards low-income communities, disadvantaged communities, communities underserved by affordable transportation, or overburdened communities. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds for construction. See Section F.2 of this Notice of Funding Opportunity (NOFO) for program requirements.

The Department also seeks to award projects under the MPDG common application that proactively address equity and barriers to opportunity, including automobile dependence as a form of barrier, or redress prior inequities and barriers to opportunity. Section E describes equity considerations that an applicant can undertake and the Department will consider during the review of applications. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds for construction. All projects must comply with Federal civil rights requirements. See Section F.2 of this NOFO for program requirements.

In addition, the Department intends to use the MPDG opportunity to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and workforce programs, in particular registered apprenticeships, labor management partnerships and Local Hire agreements, in project planning stages and program delivery. Projects that incorporate such planning considerations are expected to support a strong economy and labor market. Section E describes job creation and labor considerations an applicant can...
undertake and that the Department will consider during the review of applications. Projects that have not sufficiently considered job creation and labor considerations in their planning, as determined by the Department, will be required to do so to the full extent possible under the law before receiving funds for construction. See Section F.2 of this NOFO for program requirements.

Section E of this NOFO describes the process for selecting projects that further these goals under each of the three grant programs. Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program’s selection criteria.

Consistent with the Department’s Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative, the Department seeks to award funding to rural projects that address deteriorating conditions and disproportionately high fatality rates and transportation costs in rural communities.

2. Changes From the FY 2021 INFRA NOFO

Of the three programs in the MPDG opportunity, INFRA is the only program that existed in FY2021, while the Rural and Mega are new programs created by the Bipartisan Infrastructure Law. Applicants who are planning to reapply using materials prepared for prior competitions should ensure that their FY 2022 application fully addresses the criteria and considerations described in this notice and that all relevant information is up to date.

The FY 2022 INFRA program will be evaluated under common project outcome criteria (formally labeled in FY 2021 as “merit criteria”) that apply to all three programs within the MPDG opportunity, as described in Section E. The FY 2022 MPDG opportunity’s common project outcome criteria will not consider the Performance and Accountability criterion from INFRA 2021. Instead, the Department will utilize standard approaches to monitoring project performance and ensuring projects are delivered efficiently. Leverage of non-Federal funds contribution, or “leverage,” will now be assessed within the Innovation criterion and for the separate INFRA FY 2022 Leverage pilot set-aside. The Leverage pilot set-aside is described in further detail in Section B.2.i.

The BIL expanded INFRA eligibility to include wildlife crossing projects; marine highway corridor projects; highway, bridge, or freight projects carried out on the National Multimodal Freight Network;* surface transportation projects located within or functionally connected to an international border crossing; and transportation facilities owned by a Federal, State, or local government entity.

3. Additional Information

This common application process will result in grants being awarded under three funding programs. The Mega program is authorized at 49 U.S.C. 6701. The INFRA program is authorized at 23 U.S.C. 117. The Rural program is authorized at 23 U.S.C. 173. They are described respectively in the Federal Assistance Listings under the assistance listing program titles “National Infrastructure Project Assistance” (assistance listing number 20.937), “Nationally Significant Freight and Highway Projects” (assistance listing number 20.934), and “Rural Surface Transportation Grant Program” (assistance listing number 20.938).

The Department is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. The Department also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple Department discretionary opportunities or seek a combination of funding from multiple Department opportunities. The applicant should identify from any other Department programs and opportunities they intend to apply for (or utilize if the Federal funding is already available to the applicant), and what award amounts they will be seeking, in the appropriate sections including Sections D.2.i. and D.2.ii.IV.

B. Federal Award Information

1. Amount Available

The BIL makes available up to $5 billion for the Mega program for the period of FY 2022 through 2026; up to $8 billion to the INFRA program for the period of FY 2022 through 2026; and up to $2 billion for the Rural program for the period of FY 2022 through 2026, for a combined total of up to $15 billion for FY 2022 through 2026. This notice solicits applications for up to $2.85 billion in FY 2022 MPDG opportunity funds. Up to $1 billion will be made available for the Mega program, up to $1.55 billion will be made available for the INFRA program, and up to $300 million will be made available for the Rural funding opportunities program. In addition to the FY 2022 funding, the Department may make award decisions in the MPDG FY 2022 round to fund Mega project awards in future fiscal years, based on a potential awarded project’s schedule and availability of funding. In addition to the FY 2022 funds, amounts from prior year INFRA authorizations, presently estimated at up to $150 million, may be made available and awarded under this solicitation. Any award under this notice will be subject to the availability of funding. Mega, INFRA, and the Rural program each have their own specific funding restrictions, including award size and types of projects. Refer to Section D.5 for greater detail on funding restrictions for each program.

C. Eligibility Information

To be selected for a grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project that meets the minimum project size requirement.

1. Eligible Applicants

Each of the three funding opportunities has slightly different statutory rules for what kinds of applicants are eligible to apply. Applicants should review this section in determining for which of the three programs they are applying.

<table>
<thead>
<tr>
<th>ELIGIBLE APPLICANTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mega</td>
</tr>
<tr>
<td>1. a State or a group of States;</td>
</tr>
</tbody>
</table>

*DOT has not yet designated an National Multimodal Freight Network. Any project relying on being on the National Multimodal Freight Network as their sole basis for eligibility may be considered higher risk.

*49 U.S.C. 6701(i) authorizes the Department to enter multiyear grant agreements for Mega projects.

Those agreements may include a commitment, contingent on amounts to be specified in law in advance for such commitments, to provide future year funds.
### ELIGIBLE APPLICANTS—Continued

<table>
<thead>
<tr>
<th>Mega</th>
<th>INFRA</th>
<th>Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. a metropolitan planning organization;</td>
<td>2. a metropolitan planning organization that serves an Urbanized Area (as defined by the Bureau of the Census) with a population of more than 200,000 individuals;</td>
<td>2. a regional transportation planning organization;</td>
</tr>
<tr>
<td>3. a unit of local government;</td>
<td>3. a unit of local government or group of local governments;</td>
<td>3. a unit of local government;</td>
</tr>
<tr>
<td>4. a political subdivision of a State;</td>
<td>4. a political subdivision of a State or local government;</td>
<td>4. a tribal government or a consortium of tribal governments; or</td>
</tr>
<tr>
<td>5. a special purpose district or public authority with a transportation function, including a port authority;</td>
<td>5. a special purpose district or public authority with a transportation function, including a port authority;</td>
<td>5. a multijurisdictional group of entities above.</td>
</tr>
<tr>
<td>6. a Tribal government or a consortium of Tribal governments;</td>
<td>6. a Federal land management agency that applies jointly with a State or group of States;</td>
<td>6. a tribal government or a consortium of tribal governments;</td>
</tr>
<tr>
<td>7. a partnership between Amtrak and 1 or more entities described in (1) through (6); and,</td>
<td>7. a tribal government or a consortium of tribal governments;</td>
<td>7. a multistate or multijurisdictional group of entities described in this paragraph.</td>
</tr>
<tr>
<td>8. a group of entities described in any of (1) through (7).</td>
<td>8. a multistate corridor organization; or</td>
<td>8. a multistate or multijurisdictional group of entities above.</td>
</tr>
<tr>
<td></td>
<td>9. a multistate or multijurisdictional group of entities described in this paragraph.</td>
<td></td>
</tr>
</tbody>
</table>

#### i. Mega

**Eligible applicants for Mega grants are:** (1) A State or a group of States; (2) a metropolitan planning organization; (3) a unit of local government; (4) a political subdivision of a State; (5) a special purpose district or public authority with a transportation function, including a port authority; (6) a Tribal government or a consortium of Tribal governments; (7) a partnership between Amtrak and 1 or more entities described in (1) through (6); and, (8) a group of entities described in any of (1) through (7).

#### ii. INFRA

**Eligible applicants for INFRA grants are:** (1) A State or group of States; (2) a metropolitan planning organization that serves an Urbanized Area (as defined by the Bureau of the Census) with a population of more than 200,000 individuals; (3) a unit of local government or group of local governments; (4) a political subdivision of a State or local government; (5) a special purpose district or public authority with a transportation function, including a port authority; (6) a Tribal government or a consortium of Tribal governments; (7) a partnership between Amtrak and 1 or more entities described in (1) through (6); and (8) a group of entities described in any of (1) through (7).

#### iii. Rural

**Eligible applicants for Rural grants are:** (1) A State; (2) a regional transportation planning organization; (3) a unit of local government; (4) a tribal government or a consortium of tribal governments; or (5) a multijurisdictional group of entities above.

#### iv. Joint Applications for Any Program

Multiple States or entities that submit a joint application should identify a lead applicant as the primary point of contact. Joint applications should include a description of the roles and responsibilities of each applicant and should be signed by each applicant. The applicant that will be responsible for financial administration of the project must be an eligible applicant.

#### 2. Cost Sharing or Matching

**i. Mega**

Mega grants may be used for up to 60 percent of future total eligible project costs. Other Federal assistance may satisfy the non-Mega share requirement for a Mega grant, but total Federal assistance for a project receiving a Mega grant may not exceed 80 percent of future total eligible project costs.

**ii. INFRA**

INFRA grants may be used for up to 60 percent of future eligible project costs. Other Federal assistance may satisfy the non-INFRA share requirement for an INFRA grant, but total Federal assistance for a project receiving an INFRA grant may not exceed 80 percent of future total eligible project costs, except that, for States with a population density of not more than 80 persons per square mile of land area, based on the 2010 census, the maximum share of the total Federal assistance provided for a project receiving a grant under this section shall be the applicable share under section 120(b) of title 23, U.S.C. The following chart identifies the maximum total Federal cost share for INFRA projects, under such section 120(b), for projects for FY 2022.

<table>
<thead>
<tr>
<th>State</th>
<th>Maximum Federal share for INFRA projects (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>90.97</td>
</tr>
<tr>
<td>Arizona</td>
<td>90.94</td>
</tr>
<tr>
<td>California</td>
<td>83.57</td>
</tr>
<tr>
<td>Colorado</td>
<td>82.79</td>
</tr>
<tr>
<td>Hawaii</td>
<td>81.30</td>
</tr>
<tr>
<td>Idaho</td>
<td>84.97</td>
</tr>
<tr>
<td>Montana</td>
<td>82.75</td>
</tr>
<tr>
<td>Nevada</td>
<td>94.89</td>
</tr>
<tr>
<td>New Mexico</td>
<td>89.44</td>
</tr>
<tr>
<td>Oregon</td>
<td>84.63</td>
</tr>
<tr>
<td>South Dakota</td>
<td>81.95</td>
</tr>
<tr>
<td>Utah</td>
<td>89.52</td>
</tr>
<tr>
<td>Washington</td>
<td>81.42</td>
</tr>
<tr>
<td>Wyoming</td>
<td>86.77</td>
</tr>
</tbody>
</table>

If a Federal land management agency applies jointly with a State or group of States, and that agency carries out the project, then Federal funds that were not made available under titles 23 or 49 of the U.S.C. may be used for the non-Federal share.

#### iii. Rural

Rural grants may be used for up to 80 percent of future eligible project costs, except eligible projects that further the completion of a designated segment of the Appalachian Development Highway System under section 14501 of title 40 of the U.S.C., or address a surface transportation infrastructure need identified for the Denali access system program under section 309 of the Denali Commission Act of 1998 may apply for up to 100 percent of the project costs.

Other Federal assistance may satisfy the non-Rural share requirement for a Rural grant up to 100 percent of project costs.
Please note that the Rural Program has a higher statutory maximum Federal share than Mega and INFRA. Applications which seek funding above the statutory maximum share for MEGA and INFRA will only be eligible for an award from the Rural program.

iv. Universal Cost Sharing or Matching Guidance

Unless otherwise authorized by statute, non-Federal cost-share may not be counted as non-Federal share for any of the programs under MPDG and another Federal program. For any project under MPDG, the Department cannot consider previously incurred costs or previously expended or encumbered funds towards the matching requirement. Matching funds are subject to the same Federal requirements described in Section F.2.iii as awarded funds. See Section F.2 for information about documenting cost sharing in the application.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, private funds, or other funding sources of non-Federal origin.

For the purpose of evaluating eligibility under the statutory limit on total Federal assistance in the Mega and INFRA programs, funds from TIFIA and RRIF credit assistance programs are considered Federal assistance and, combined with other Federal assistance, may not exceed 80 percent of the future eligible project costs, except as indicated for the INFRA program (see Section C.2.ii).

3. Eligible Projects

Each of the three funding opportunities has different statutory rules for what kinds of projects are eligible for funding. Applicants should review this section in determining for which of the three programs they are applying, given the type of project being proposed. Projects may be eligible for funding under multiple MPDG programs and applicants may apply for any program for which their project is eligible.

<table>
<thead>
<tr>
<th>Eligible Project Types</th>
<th>Mega</th>
<th>INFRA</th>
<th>Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A highway or bridge project on the National Multimodal Freight Network.</td>
<td>1. A highway freight project on the National Highway Freight Network.</td>
<td>1. A highway, bridge, or tunnel project eligible under National Highway Performance Program.</td>
<td></td>
</tr>
<tr>
<td>2. A highway or bridge project on the National Highway Freight Network.</td>
<td>2. A highway or bridge project on the National Highway System.</td>
<td>2. A highway, bridge, or tunnel project eligible under Surface Transportation Block Grant.</td>
<td></td>
</tr>
<tr>
<td>3. A highway or bridge project on the National Highway System.</td>
<td>3. A freight intermodal, freight rail, or freight project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility and that is a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility.</td>
<td>3. A highway, bridge, or tunnel project eligible under Tribal Transportation Program.</td>
<td></td>
</tr>
<tr>
<td>4. A freight intermodal (including public ports) or freight rail project that provides public benefit.</td>
<td>4. A highway-railway grade crossing or grade separation project.</td>
<td>4. A highway freight project eligible under National Highway Freight Program.</td>
<td></td>
</tr>
<tr>
<td>5. A railway highway grade separation or elimination project.</td>
<td>5. A wildlife crossing project.</td>
<td>5. A highway safety improvement project, including a project to improve a high risk rural road as defined by the Highway Safety Improvement Program.</td>
<td></td>
</tr>
<tr>
<td>6. An intercity passenger rail project.</td>
<td>6. A surface transportation project within the boundaries or functionally connected to an international border crossing that improves a facility owned by Fed/State/local government and increases throughput efficiency.</td>
<td>6. A project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, energy, or intermodal facility that supports the economy of a rural area.</td>
<td></td>
</tr>
<tr>
<td>7. A public transportation project that is eligible under assistance under Chapter 53 of title 49 or is a part of any of the project types described above.</td>
<td>7. A project for a marine highway corridor that is functionally connected to the NHFN and is likely to reduce road mobile source emissions.</td>
<td>7. A project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services.</td>
<td></td>
</tr>
</tbody>
</table>

i. Mega

Eligible projects for Mega grants are:

A highway or bridge project on the National Multimodal Freight Network; a highway or bridge project on the National Highway Freight Network; a highway or bridge project on the National Highway System; a freight intermodal (including public ports) or freight rail project that provides public benefit; a highway-highway grade separation or elimination project; an intercity passenger rail project; a public transportation project that is eligible under assistance under Chapter 53 of Title 49 U.S.C. and is a part of any of the project types described above; or a grouping, combination, or program of interrelated, connected, or dependent projects of any of the projects described above.

ii. INFRA

Eligible projects for INFRA grants are:

Highway freight projects carried out on the National Highway Freight Network (NHFN) (23 U.S.C. 167); highway or bridge projects carried out on the National Highway System (NHS), including projects that add capacity on the Interstate System to improve mobility or projects in a national scenic area; railway-highway grade crossing or grade separation projects; or a freight project that is (1) an intermodal or rail project, or (2) within the boundaries of a public or private freight rail, water (including ports), or intermodal facility; a wildlife crossing project; a surface transportation project within the boundaries of, or functionally connected to, an international border crossing that improves a facility owned by a Federal, State, or local government and increases throughput efficiency; a project for a marine highway corridor that is functionally connected to NHFN and is likely to reduce on-road mobile source emissions; or a highway, bridge, or freight project on the National Multimodal Freight Network under section 70103 of title 49 of the United States Code. To be eligible under INFRA, a project within the boundaries of a freight rail, water (including ports), or intermodal facility must be a surface transportation infrastructure project.
necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility and must significantly improve freight movement on the NHFN. In this context, improving freight movement on the NHFN may include shifting freight transportation to other modes, thereby reducing congestion and bottlenecks on the NHFN. For a freight project within the boundaries of a freight rail, water (including ports), or intermodal facility, Federal funds can only support project elements that provide public benefits.

iii. Rural

Eligible projects for Rural grants are:
A highway, bridge, or tunnel project eligible under National Highway Performance Program (23 U.S.C. 119); a highway, bridge, or tunnel project eligible under Surface Transportation Block Grant (23 U.S.C. 133); a highway, bridge, or tunnel project eligible under Tribal Transportation Program (23 U.S.C. 202); a highway freight project eligible under National Highway Freight Program (23 U.S.C. 167); a highway safety improvement project, including a project to improve a high risk rural road as defined by the Highway Safety Improvement Program (23 U.S.C. 148); a project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, energy, or intermodal facility that supports the economy of a rural area; or a project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services.

An eligible entity may bundle two or more similar eligible projects under the Rural program if projects are included as a bundled project in a statewide transportation improvement program under 23 U.S.C. 135 and will be awarded to a single contractor or consultant pursuant to a contract for engineering and design or construction between the contractor and the eligible entity.

4. Eligible Project Costs

The table below defines eligible project costs for each program per the program statutes:

<table>
<thead>
<tr>
<th>ELIGIBLE PROJECT COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mega</td>
</tr>
<tr>
<td>Rural</td>
</tr>
<tr>
<td>INFRA</td>
</tr>
</tbody>
</table>

| Development-phase activities and costs, including planning, feasibility analysis, revenue forecasting, alternatives analysis, data collection and analysis, environmental review and activities to support environmental review, preliminary engineering and design work, and other preconstruction activities, including the preparation of a data collection and post-construction analysis plan; and, Construction, reconstruction, rehabilitation, acquisition of real property (including land relating to the project and improvements to that land), environmental mitigation (including projects to replace or rehabilitate culverts or reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, acquisition of equipment, protection, and operational improvements directly relating to the project. | Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering, design, and other preconstruction activities, provided the project meets statutory requirements. Construction, reconstruction, rehabilitation, or acquisition of property (including land related to the project and improvements to the land), environmental mitigation (including a project to replace or rehabilitate a culvert, or to reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, equipment acquisition, and operational improvements directly related to system performance. INFRA grant recipients may use INFRA funds to pay for the subsidy and administrative costs necessary to receive TIFIA credit assistance. | Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities; and, Construction, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements. |

v. Mega

Mega grants may be used for development-phase activities and costs, including planning, feasibility analysis, revenue forecasting, alternatives analysis, data collection and analysis, environmental review and activities to support environmental review, preliminary engineering and design work, and other preconstruction activities, including the preparation of a data collection and post-construction analysis plan; and construction, reconstruction, rehabilitation, acquisition of real property (including land relating to the project and improvements to that land), environmental mitigation (including projects to replace or rehabilitate culverts or reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, acquisition of equipment, protection, and operational improvements directly relating to the project.

vi. INFRA

INFRA grants may be used for the construction, reconstruction, rehabilitation, or acquisition of property (including land related to the project and improvements to the land), environmental mitigation (including a project to replace or rehabilitate a culvert, or to reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, equipment acquisition, and operational improvements directly related to system performance. Statutorily, INFRA grants may also fund development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering, design, and other preconstruction activities, provided the project meets statutory requirements. However, the Department is seeking to prioritize INFRA funding for projects that result in construction; as a result, development phase activities may be less competitive under INFRA by nature of the evaluation structure described in Section E. Public-private partnership assessments for projects in the development phase are also eligible costs.

INFRA grant recipients may use INFRA funds to pay for the subsidy and administrative costs necessary to receive TIFIA credit assistance.

vii. Rural

Rural grants may be used for development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design...
work, and other preconstruction activities; and construction, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements.

5. Project Requirements for Each Funding Opportunity

Applicants only need to address the requirements for the program or programs from which they are requesting funding in in their application.

i. Mega

For the purposes of determining whether a project meets the minimum project size requirement, the Department will count all future eligible project costs under the award and some related costs incurred before selection for a Mega grant. Previously incurred costs will be counted toward the minimum project size requirement only if they were eligible project costs under Section C.4.i and were expended as part of the project for which the applicant seeks funds. Although those previously incurred costs may be used for meeting the minimum project size thresholds described in this Section, they cannot be reimbursed with Mega grant funds, nor will they count toward the project’s required non-Federal share.

(a) Mega Project Sizes

The Department will make awards under the Mega program both to projects greater than $500 million in cost, and to projects greater than $100 million but less than $500 million in cost. For each fiscal year of Mega funds, 50 percent of available funds are reserved for projects greater than $500 million in cost, and 50 percent to projects between $100 million and $500 million in cost.

(b) Mega Project Requirements

For a Mega project to be selected, the Department must determine that the project meets all five requirements described in 49 U.S.C. 6701(f)(1) and below and further described in Section E.1.b.v and Section D.2.b.vii. If your project consists of multiple components with independent utility, the Department must determine that each component meets each requirement to select it for an award. See Section D.2.i.VIII.

Mega Project Requirement #1: The project is likely to generate national or regional economic, mobility, or safety benefits.

Mega Project Requirement #2: The project is in significant need of Federal funding.

Mega Project Requirement #3: The project will be cost-effective.

Mega Project Requirement #4: With respect to related non-Federal financial commitments, one or more stable and dependable funding or financing sources are available to construct, maintain, and operate the project, and to cover cost increases.

Mega Project Requirement #5: The applicant has, or will have, sufficient legal, financial, and technical capacity to carry out the project.

(c) Mega Data Collection Requirements

In accordance with 49 U.S.C. 6701(g), an applicant wishing to submit a project to be considered for a Mega grant award will be required to submit, as an attachment to their application, a plan for the collection and analysis of data to identify the impacts of the project and the accuracy of any forecast prepared during the development phase of the project and included in the grant application. The contents of the plan shall include an approach to measuring proposed project outcome criteria as described in Section E and an approach for analyzing the consistency of predicted project characteristics with actual outcomes.

Each applicant selected for Mega grant funding must collect and report to the Department information on the project’s performance based on performance indicators related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, or level of service) among other information. Performance indicators should include measurable goals or targets that Department will use internally to determine whether the project meets program goals and grant funds achieve the intended long-term outcomes of the Mega Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in Section E.6 Before the start of construction of the Mega project, the project sponsor must submit a report providing baseline data for the purpose of analyzing the long-term impact of the project. Not later than six (6) years after the date of substantial completion of a project, the eligible entity carrying out the project shall submit a project outcomes report that compares the baseline data to quarterly project data for the duration of the fifth year of the project after substantial completion.

ii. INFRA

For the purposes of determining whether a project meets the minimum project size requirement, the Department will count all future eligible project costs under the award and some related costs incurred before selection for an INFRA grant. Previously incurred costs will be counted toward the minimum project size requirement only if they were eligible project costs under Section C.3.ii. and were expended as part of the project for which the applicant seeks funds. Although those previously incurred costs may be used for meeting the minimum project size thresholds described in this Section, they cannot be reimbursed with INFRA grant funds, nor will they count toward the project’s required non-Federal share.

For the INFRA Leverage Pilot, at least 50 percent of the project’s future eligible project costs must be funded by non-Federal contributions.

(a) Large Projects

The minimum project size for large projects is the lesser of (1) $100 million; (2) 30 percent of a State’s FY 2021 Federal-aid apportionment if the project is located in one State; or (3) 50 percent of the larger participating State’s FY 2021 apportionment for projects located in more than one State. The following chart identifies the minimum project costs, rounded up to the nearest million, for projects for FY 2022 for both single and multi-State projects.

<table>
<thead>
<tr>
<th>State</th>
<th>FY 22 INFRA (30% of FY 21 apportionment)</th>
<th>FY 22 INFRA (50% of FY 21 apportionment)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>one-state minimum (millions)</td>
<td>multi-state minimum* (millions)</td>
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<tr>
<td>Alabama</td>
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<td>Alaska</td>
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<td>California</td>
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<td>Colorado</td>
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<td>Connecticut</td>
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<tr>
<td>Delaware</td>
<td>96</td>
<td>93</td>
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<tr>
<td>Dist. Of Col</td>
<td>52</td>
<td>57</td>
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<tr>
<td>Florida</td>
<td>100</td>
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<tr>
<td>Georgia</td>
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<tr>
<td>Hawaii</td>
<td>56</td>
<td>57</td>
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<tr>
<td>Idaho</td>
<td>94</td>
<td>93</td>
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<td>Illinois</td>
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<tr>
<td>Louisiana</td>
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<td>100</td>
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<tr>
<td>Maine</td>
<td>61</td>
<td>93</td>
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<tr>
<td>Maryland</td>
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<td>Massachusetts</td>
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<tr>
<td>Minnesota</td>
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<td>100</td>
</tr>
</tbody>
</table>

The Department may in the future publish a more detailed framework for performance measure data collection that will: Indicate standardized measurement approaches; data storage system requirements; and any other requirements the Secretary determines to be necessary.
completed without other Federal funding or financial assistance available to the project sponsor.

**Large Project Requirement #7:** The project is reasonably expected to begin construction no later than 18 months after the date of obligation of funds for the project.

For a small project to be selected, the Department must consider the cost-effectiveness of the proposed project, the effect of the proposed project on mobility in the State and region in which the project is carried out, and the effect of the proposed project on safety on freight corridors with significant hazards, such as high winds, heavy snowfall, flooding, rockslides, mudslides, wildfire, wildlife crossing onto the roadway, or steep grades.

### Rural

For a Rural project to be selected, the Department must determine that the project meets five requirements described in 23 U.S.C. 173(g) and below and further described in Section E.1.v.b. and Section D.2.b.vii. If your project consists of multiple components with independent utility, the Department must determine that each component meets each requirement to select it for an award. See Section D.2.VIII.

**Rural Project Requirement #1:** Will generate regional economic, mobility, or safety benefits.

**Rural Project Requirement #2:** The project will be cost-effective.

**Rural Project Requirement #3:** The project will contribute to the accomplishment of 1 or more of the national goals under 23 U.S.C. 150.

**Rural Project Requirement #4:** The project is based on the results of preliminary engineering.

**Rural Project Requirement #5:** The project is reasonably expected to begin construction no later than 18 months after the date of obligation of funds for the project.

### 6. Definition of Rural and Urban Areas

This section describes the definition of urban and rural areas and the minimum statutory requirements for projects that meet those definitions. The INFRA and Rural program statutes define a rural area as an area outside an Urbanized Area with a population of over 200,000. In this notice, urban area is defined as inside an Urbanized Area, as designated by the U.S. Census Bureau, with a population of 200,000 or more. Rural and urban definitions differ in some other Department programs, including TIFIA. Cost share requirements and minimum grant awards are the same for projects located in rural and urban areas. The Department will consider a project to be in a rural area if the majority of the project (determined by geographic location(s) where the majority of the money is to be spent) is located in a rural area. However, if a project consists of multiple components, as described under section C.9 or C.9, then for each separate component the Department will determine whether that component is rural or urban. In some circumstances, including networks of projects under section C.9 that cover wide geographic regions, this component-by-component determination may result in awards that include urban and rural funds.

7. **Areas of Persistent Poverty and Historically Disadvantaged Communities**

BIL specifies that the Secretary consider, as an additional consideration for the Mega program, whether a project may benefit an Area of Persistent Poverty or a Historically Disadvantaged Community.

In this context, an Area of Persistent Poverty means: (1) Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census; (2) any census tract with a poverty rate of at least 20 percent as measured by the 2014–2018 5-year data series available from the American Community Survey of the Bureau of the Census; or (3) any territory or possession of the United States. A county satisfies this definition only if 20 percent of its population was living in poverty in all three of the listed datasets: (1) The 1990 decennial census; (2) the 2000 decennial census; and (3) the 2020 Small Area Income Poverty Estimates. The Department lists all counties and census tracts that meet this definition for Areas of Persistent Poverty at https://datahub.transportation.gov/stories/s/tsyd-k6ij. Historically Disadvantaged Communities—The Department has

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*For Census 2010, the Census Bureau defined an Urbanized Area (UA) as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau website at http://www2.census.gov/geo/maps/dc10map/UAC/RelMap/uac. For the purposes of the INFRA program, Urbanized Areas with populations fewer than 200,000 will be considered rural.

*See www.transportation.gov/buildamerica/INFRAgents for a list of Urbanized Areas with a population of 200,000 or more.
been developing a definition of Historically Disadvantaged Communities as part of its implementation of the Justice40 Initiative and will use that definition for the purpose of this NOFO. Consistent with the Office of Management and Budget’s (OMB) Interim Guidance for the Justice40 Initiative, Historically Disadvantaged Communities include (1) certain qualifying census tracts, (2) any Tribal land, or (3) any territory or possession of the United States. The Department is providing a list of census tracts that meet the definition of Historically Disadvantaged Communities, as well as a mapping tool to assist applicants in identifying whether a project is located in a Historically Disadvantaged Community, available at https://datahub.transportation.gov/stories/s/tsyd-k6ij.

8. Project Components

An application may describe a project that contains more than one component. If the award funds for a component, instead of the larger project, that component (1) independently meets minimum award amounts described in Section B and all eligibility requirements described in Section C, including the project requirements of the program(s) being awarded for, as described in Sections C and D.2; (2) independently aligns well with the selection criteria specified in Section E; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility. In this context, independent utility means that the component will represent a transportation improvement that is usable and represents a reasonable expenditure of the Department funds even if no other improvements are made in the area, and will be ready for intended use upon completion of that component’s construction. If an application describes multiple components, the application should clearly identify how each independent component addresses selection criteria and produces benefits on its own, in addition to describing how the full proposal of which the independent component is a part addresses selection criteria.

9. Network of Projects

An application may describe a network of projects. A network of projects is a single grant award that funds multiple projects addressing the same transportation problem. For example, if an applicant seeks to improve efficiency along a rail corridor, then their application might propose one award for four grade separation projects at four different railway-highway crossings. Each of the four projects would independently increase rail safety and reduce roadway congestion but the overall benefits would be greater if the projects were completed together under a single award.

The Department will evaluate applications that describe networks of projects similar to how it evaluates projects with multiple components. Because of their similarities, the guidance in Section C.8, is applicable to networks of projects, and applicants should follow that guidance on how to present information in their application. As with project components, depending upon applicable Federal law and the relationship among projects within a network of projects, an award that funds only some projects in a network may make other projects subject to Federal requirements as described in Section F.2.

10. Application Limit

To encourage applicants to prioritize their MPDG opportunity submissions, each eligible applicant may submit three unique applications per grant program (Mega, INFRA, and Rural), for a total application limit of nine. The three-unique-applications-per-grant program applies only to applications where the applicant is the lead applicant. There is no limit on applications for which an applicant can be listed as a partnering agency. If a lead applicant submits more than three unique applications to a particular grant program as the lead applicant, only the first three received will be considered.

D. Application and Submission Information

1. Address

Applications must be submitted through www.Grants.gov. Instructions for submitting applications can be found at https://www.transportation.gov/grants/mpdg-how-apply.

2. Content and Form of Application

The application must include the Standard Form 424 (Application for Federal Assistance), Standard Form 424C (Budget Information for Construction Programs), cover page, and the Project Narrative. More detailed information about the cover pages and Project Narrative follows.

i. Cover Page

Each application should contain a cover page with the following chart:

<table>
<thead>
<tr>
<th>Basic Project Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the Project Name?</td>
</tr>
<tr>
<td>Who is the Project Sponsor?</td>
</tr>
<tr>
<td>Was an application for USDOT discretionary grant funding for this project submitted previously?</td>
</tr>
<tr>
<td>A project will be evaluated for eligibility for consideration for all three programs, unless the applicant wishes to opt-out of being evaluated for one or more of the grant programs.</td>
</tr>
<tr>
<td>Project Costs:</td>
</tr>
<tr>
<td>MPDG Request Amount</td>
</tr>
</tbody>
</table>

(If Yes, please include project title and applicable grant programs).

| Opt-out of Mega? |
| Opt-out of INFRA? |
| Opt-out of Rural? |
| Estimated Other Federal funding (excl. MPDG) | Estimate in year-of-expenditure dollars: $__  Other Federal funding from Federal Formula dollars: $__  Other Federal funding being requested from other USDOT grant opportunities? $__ From What Program(s)?:
| Estimated non-Federal funding | Estimate in year-of-expenditure dollars: $__  Estimate in year-of-expenditure dollars: $__
| Future Eligible Project Cost (Sum of previous three rows) | Estimate in year-of-expenditure dollars: $__
| Previously incurred project costs (if applicable) | Estimate in year-of-expenditure dollars: $__
| Total Project Cost (Sum of ‘previous incurred’ and ‘future eligible’) | Estimate in year-of-expenditure dollars: $__

| INFRA: Amount of Future Eligible Costs by Project Type. | (1) A highway freight project on the National Highway Freight Network: $__
(2) A highway or bridge project on the National Highway System: $__
(3) A freight intermodal, freight rail, or freight project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility and that is a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility: $__
(4) A highway-railway grade crossing or grade separation project: $__
(5) A wildlife crossing project: $__
(6) A surface transportation project within the boundaries or functionally connected to an international border crossing that improves a facility owned by fed/state/local government and increases throughput efficiency: $__
(7) A project for a marine highway corridor that is functionally connected to the NHFN and is likely to reduce road mobile source emissions: $__
(8) A highway, bridge, or freight project on the National Multimodal Freight Network: $__

| Mega: Amount of Future Eligible Costs by Project Type. | (1) A highway or bridge project on the National Multimodal Freight Network: $__
(2) A highway or bridge project on the National Highway Freight Network: $__
(3) A highway or bridge project on the National Highway System: $__
(4) A freight intermodal (including public ports) or freight rail project that provides public benefit: $__
(5) A railway highway grade separation or elimination project: $__
(6) An intercity passenger rail project: $__
(7) A public transportation project that is eligible under assistance under Chapter 53 of title 49 and is a part of any of the project types described above: $__
(8) A grouping, combination, or program of interrelated, connected, or dependent projects of any of the projects described above.

| Rural: Amount of Future Eligible Costs by Project Type. | (1) A highway, bridge, or tunnel project eligible under National Highway Performance Program: $__
(2) A highway, bridge, or tunnel project eligible under Surface Transportation Block Grant: $__
(3) A highway, bridge, or tunnel project eligible under Tribal Transportation Program: $__
(4) A highway freight project eligible under National Highway Freight Program: $__
(5) A highway safety improvement project, including a project to improve a high risk rural road as defined by the Highway Safety Improvement Program: $__
(6) A project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, energy, or intermodal facility that supports the economy of a rural area: $__
(7) A project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services: $__

**Project Location:**

| State(s) in which project is located. | Small/Large.

**INFRA: Small or Large project**

| Urbanized Area in which project is located, if applicable. | List census tracts that qualify as within these areas. (https://datahub.transportation.gov/stories/s/tsyd-k6ij).

**Population of Urbanized Area (According to 2010 Census).**


**Is the project located (entirely or partially) in Federal or USDOT designated areas?**


**Is the project currently programmed in the:**

- TIP.
- STIP.
- MPO Long Range Transportation Plan.
- State Long Range Transportation Plan.
- State Freight Plan.

(Please specify in which plans the project is currently programmed, and provide the identifying number if applicable).
The project narrative should include the information necessary for the Department to determine that the project satisfies project requirements described in Sections B and C for each of the grant programs from which the applicant is seeking funding and to assess the selection criteria specified in Section E.1 that are applicable to the grant programs from which the applicant is seeking funding. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by the Department. The Department may ask any applicant to supplement data in its application, but it expects applications to be complete upon submission. In addition to a detailed statement of work, detailed project schedule, and detailed project budget, the project narrative should include a table of contents, maps, and graphics, as appropriate, to make the information easier to review. The Department recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). The project narrative may not exceed 25 pages in length, excluding cover pages and table of contents. Appendices may include documents supporting assertions or conclusions made in the 25-page project narrative and do not count towards the 25-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. At the applicant’s discretion, relevant materials provided previously to a modal administration in support of a different USDOT financial assistance program may be referenced and described as unchanged. The Department recommends using appropriately descriptive final names (e.g., “Project Narrative,” “Maps,” “Memoranda of Understanding and Letters of Support,” etc.) for all attachments. The USDOT recommends applications include the following sections:

I. Project Description

The first section of the application should provide a concise description of the project, the transportation challenges that it is intended to address, and how it will address those challenges. This section should discuss the project’s history, including a description of any previously incurred costs. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

II. Project Location

This section of the application should describe the project location, including a detailed geographical description of the proposed project, a map of the project’s location and connections to existing transportation infrastructure, and geospatial data describing the project location. The application should also identify:

(a) Whether the project is located in an Area of Persistent Poverty, including the relevant County and/or census tract(s);
(b) whether the project is located in a Historically Disadvantaged Community, including the relevant census tract(s);
(c) If the project is located within the boundary of a 2010 Census-designated Urbanized Area, the application should identify the Urbanized Area; and
(d) whether the project is located in one of four Federally designated community development zones (Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods).

Zones, Promise Zones, or Choice Neighborhoods).

Information under (d) may be used for the Department’s internal data tracking.

III. Project Parties

This section of the application should provide details about the lead applicant, including the lead applicant’s experience with receipt and expenditure of Federal transportation funds. This section of the application should also list and briefly describe all of the other public and private parties who are involved in delivering the project, such as port authorities, terminal operators, freight railroads, shippers, carriers, freight-related associations, third-party logistics providers, and freight industry workforce organizations.

IV. Grant Funds, Sources, and Uses of Project Funds

This section of the application should describe the project’s budget and the plans for covering the full cost of the project from all sources. At a minimum, it should include:

Previously incurred expenses, as defined in Section C.5.

• Future eligible costs, as defined in Section C.5.

• For all funds to be used for future eligible project costs, the source and amount of those funds.

• For non-Federal funds to be used for future eligible project costs, documentation of funding commitments should be referenced here and included as an appendix to the application.

• All Federal funds to be used for future eligible project costs, including grant programs covered by this MPDG application (Mega, INFRA, and/or Rural), other Federal grants that have been awarded to the project or for which the project intends to apply in the future (e.g., Bridge Investment Program, FTA Capital Investment Grant, etc.) and any Federal formula funds that have already been programmed for the project or are planned to be programmed for the project.

• For each category of Federal funds to be used for future eligible project
The Department is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. The Department also recognizes that applicants may be seeking discretionary grant funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple Department discretionary opportunities or seek a combination of funding from multiple Department opportunities. The applicant should indicate, within the Federal funding description, details as to what other potential Department programs and opportunities they intend to solicit funds, and what award amounts they will be seeking.

(A) A budget showing how each source of funds will be spent. The budget should show how each funding source, regardless of the amount, will be used for construction activity and present those data in dollars and percentages.

Funding sources should be grouped into three categories: Non-Federal; MPDG; and other Federal. If the project contains components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget should be detailed enough to demonstrate that the project satisfies the statutory cost-sharing requirements described in Section C.2 of this notice.

(B) Information showing that the applicant has budgeted sufficient contingency amounts to cover unanticipated cost increases.

(C) The amount of the requested MPDG funds that would be subject to the limit on freight rail, port, and intermodal infrastructure described in Section B.2.ii., if being considered for INFRA funding.

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant’s control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Complete information about project funds will ensure that the Department’s expectations for award execution align with any funding restrictions unrelated to the Department, even if an award differs from the applicant’s request.

V. Project Outcome Criteria

This section of the application should demonstrate how the project aligns with the Project Outcome Criteria described in Section E.2 of this notice. The Department encourages applicants to address each criterion as it applies to the funding programs to which they are applying or else to expressly state that the project does not address the criterion. Insufficient information to assess any criterion will negatively impact the project rating. Applicants are not required to follow a specific format, but the following organization, which addresses each criterion separately, promotes a clear discussion that assists project evaluators.

To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application. The guidance here is about how the applicant should organize their application. Guidance describing how the Department will evaluate projects against the Project Outcome Criteria is in Section E.2 of this notice. Applicants also should review that section before considering how to organize their application.

Criterion #1: Safety

This section of the application should describe the anticipated outcomes of the project that support the Safety criterion (described in Section E.2 of this notice). The applicant should include information on, and to the extent possible, quantify, how the project will target known, documented safety problems within the project area or wider transportation network, and demonstrate how the project will protect all users of the transportation system and/or communities from health and safety risks. The application should provide evidence to support the claimed level of effectiveness of the project in protecting all travelers, including vulnerable users, from health and safety risks, such as the number and rate of reduced crashes, serious injuries, and/or fatalities. If the project is providing increased access to commercial motor vehicle parking, the application should provide information demonstrating the lack of parking in the area and evidence estimating the number of vehicles that will use the new parking.

Criterion #2: State of Good Repair

This section of the application should describe how the project will contribute to a state of good repair by restoring and modernizing core infrastructure assets and/or addressing current or projected system vulnerabilities (described in Section E.2 of this notice). The application should include information on the current condition of all assets that will be affected by the project, how the proposed project will improve asset condition, plans to ensure the ongoing state of good repair of new assets constructed as part of the project, and any estimates of impacts on long-term cost structures or overall life-cycle costs.

Criterion #3: Economic Impacts, Freight Movement, and Job Creation

This section of the application should describe how the project will contribute to at least one of the following outcomes: (1) Improve system operations to increase travel time reliability and manage travel demand for goods movement, especially for supply chain bottlenecks, thereby reducing the cost of doing business and improving local and regional freight connectivity to the national and global economy; (2) improve multimodal transportation systems that incorporate affordable transportation options such as public transit to improve mobility of people and goods; (3) decrease transportation costs and provide reliable and timely access to employment centers and job opportunities; (4) significantly improve the economic strength of regions and cities by increasing the economic productivity of land, capital, or labor, and linkages between distinct rural areas and rural and urban areas; (5) enhance recreational and tourism opportunities by providing access to Federal lands (including national parks, national forests, national recreation areas, national wildlife refuges, and wilderness areas) or State parks; (6) result in high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union in project construction and in on-going operations and maintenance, and incorporate strong labor standards, such as through use of project labor agreements, registered apprenticeship programs, and other joint labor-management training programs; 10 (7) result in workforce opportunities for historically underrepresented groups, such as through the use of local hire provisions or other workforce strategies targeted at or jointly developed with historically underrepresented groups, to support project development; (8) foster economic growth and development.
while creating long-term high-quality jobs, while addressing acute challenges, such as energy sector job losses in energy communities as identified in the report released in April 2021 by the interagency working group established by section 218 of Executive Order 14008; 11 (9) support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitate greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing; or (10) help the United States compete in a global economy by encouraging the location of important industries and future innovations and technology in the U.S., and facilitating efficient and reliable freight movement.

Criterion #4: Climate Change, Resiliency, and the Environment

This section of the application should describe how the project will incorporate considerations of climate change and environmental justice in the planning stage and in project delivery, such as through incorporation of specific design elements that address climate change impacts. The application should describe the degree to which the project is expected to reduce transportation-related pollution such as air pollution and greenhouse gas emissions, increase use of lower-carbon travel modes such as transit and active transportation, improve the resiliency of at-risk infrastructure, incorporate lower-carbon pavement and construction materials, or address the disproportionate negative environmental impacts of transportation on disadvantaged communities. The application should explain to what extent the project will prevent stormwater runoff that would be a detriment to aquatic species. The application should describe whether the project will promote energy efficiencies, support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions, improve public health and increase use of lower-carbon travel modes such as transit, active transportation and multimodal freight, incorporate electrification or zero emission vehicle infrastructure, increase resilience to all hazards, and recycle or redevelop brownfield sites, particularly in communities that disproportionately experience climate-change-related consequences. The application should describe if projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967) and 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425.)

Criterion #5: Equity, Multimodal Options, and Quality of Life

This section of the application should describe how the project will proactively address equity and barriers to opportunity, improve quality of life in rural areas or urbanized areas, and benefit Historically Disadvantaged Communities or populations, or Areas of Persistent Poverty. This may include increasing affordable transportation choices, especially for transportation disadvantaged communities. It should also describe how the project has or will meaningfully engage communities affected by the project, with effective public participation that is accessible to all persons regardless of race, color, national origin, disability, age, and sex. Equity considerations should be integrated into planning, development, and implementation of transportation investments, including utilization of Disadvantaged Business Enterprises (DBEs). The application should describe any public involvement plan or targeted outreach, demonstrating engagement of diverse input such as community-based organizations during project planning and consideration of such input in the decision-making. The project application should describe planning and engagement in the project design phase to mitigate and, to the greatest extent possible, prevent, physical and economic displacement.

Criterion #6: Innovation Areas: Technology, Project Delivery, and Financing

This section of the application should contain sufficient information to evaluate how the project can be transformative in achieving program goals, and includes or enables innovation in: (1) The accelerated deployment and secure-by-design technology, including expanded access to broadband; (2) use of innovative permitting, contracting, and other project delivery practices; and (3) innovative financing. If the project does not address a particular innovation area, the application should state this fact. Please see Section E.1.a for additional information.

VI. Benefit-Cost Analysis

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the Project Narrative. The purpose of the BCA is to enable Department to evaluate the project’s cost effectiveness by comparing its expected benefits to its expected costs. The results of the analysis should be summarized in the Project Narrative directly, as described in Section D.2. Applicants should also provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by Department evaluators.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. The analysis should provide present value estimates of a project’s benefits and costs relative to a no-build baseline. To calculate present values, applicants should apply a real discount rate of 7 percent per year to the project’s streams of benefits and costs, which should be stated in constant-dollar terms. The costs and benefits that are compared in the BCA must cover the same project scope.

Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project. Projected benefits may accrue to both users of the facility and those who are affected by its use (such as through changes in emissions of greenhouse gases and other pollutants, or availability of affordable housing or more affordable transportation choices). Usage forecasts applied in estimating future benefits should account for any additional demand induced by the improvements to the facility. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

The BCA should include the full costs of developing, constructing, operating,
and maintaining the proposed project, as well as the expected timing or schedule for costs in each of these categories. The BCA may also include the present discounted value of any remaining service life of the asset at the end of the analysis period.

Detailed guidance from the Department on estimating benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, is available on the program website (see www.transportation.gov/office-policy/transportation-policy/benefit-cost-analysis-guidance-disciplinary-grant-programs-0).

VII. Project Readiness and Environmental Risk

This section of the application should include information that, when considered with the project budget information presented elsewhere in the application, is sufficient for the Department to evaluate whether the project is reasonably expected to begin construction in a timely manner. To assist the Department’s project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections.

Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about what information applicants should provide and how the applicant should organize their application. Guidance describing how the Department will evaluate a project’s readiness is described in section E.4 of this notice. Applicants also should review that section before considering how to organize their application.

(a) Technical Feasibility. The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed. The applicant must demonstrate compliance with Title VI/Civil Rights requirements, to ensure that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability.

(b) Project Schedule. The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the Statewide Transportation Improvement Program); start and completion of NEPA and other Federal environmental reviews and approvals including permitting, design completion, right-of-way acquisition, approval of plans, specifications and estimates (PS&E); procurement; Site and local approvals; project partnership and implementation agreements including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

- All necessary activities will be complete to allow MPDG funds to be obligated sufficiently in advance of the statutory deadline for applicable programs (For INFRA and Rural, the statutory obligation deadline is September 30, 2025 for FY 2022 funds. For Mega, there is no statutory obligation deadline; however, the Department seeks projects that will begin construction before September 30, 2025) and that any unexpected delays will not put the funds at risk of expiring before they are obligated;
- the project can begin construction quickly upon obligation of grant funds, and that the grant funds will be spent expeditiously once construction starts; and
- all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no acquisition is necessary. A plan for securing any required Right-of-Way agreements should be included. If applicable, this section should describe a right-of-way acquisition plan that minimally disrupts communities and maintains community cohesion.

(c) Required Approvals.

i. Environmental Permits and Reviews. The application should demonstrate receipt (or the schedule for anticipated receipt) of all environmental approvals and permits necessary for the project to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State, and local requirements and completion of the NEPA process. Specifically, the application should include:

- Information about the NEPA status of the project, including whether the project may qualify for a Categorical Exclusion under current regulations. If the NEPA process is complete, an applicant should indicate the date of completion, and provide a website link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the NEPA process is underway, but not complete, the application should detail the NEPA class of action, where the project is in the NEPA process, and indicate the anticipated date of completion of all milestones and of the final NEPA determination. If the final agency action with respect to NEPA occurred more than three years before the application date, the applicant should describe a proposed approach for updating this material in accordance with applicable NEPA reconsideration requirements.

- Information on reviews, approvals, and permits by other Federal and State agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies.14 Indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a website link or other reference to copies of any reviews, approvals, and permits prepared.

- Environmental studies or other documents—preferably through a website link—that describe in detail known project impacts, and possible mitigation for those impacts.

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13 Obligation occurs when a selected applicant enters a written, project-specific agreement with the Department and is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements.

14 Projects that may impact protected resources such as wetlands, species habitat, cultural or historic resources require review and approval by Federal and State agencies with jurisdiction over those resources.
• A description of discussions with the appropriate Department modal administration field or headquarters office regarding the project’s compliance with NEPA and other applicable Federal environmental reviews and approvals.
• A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

ii. State and Local Approvals. The applicant should demonstrate receipt (or the schedule for anticipated receipt) of State and local approvals on which the project depends, such as State and local environmental and planning approvals, and statewide transportation improvement program (STIP) or transportation improvement program (TIP) funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

iii. Federal Transportation Requirements Affecting State and Local Planning. The planning requirements applicable to the Federal-aid highway program apply to all projects, but for port, freight, and rail projects, planning requirements of the operating administration that will administer the project will also apply.15 including intermodal projects located at airport facilities.16 Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202). Applicants should provide links or other documentation supporting this consideration.

Because projects have different schedules, the construction start date for each grant will be specified in the project-specific agreements signed by relevant modal administration and the grant recipients, will be based on critical path items that applicants identify in the application, and will be consistent with relevant State and local plans.

iv. Assessment of Project Risks and Mitigation Strategies. Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, pushback from stakeholders or impacted communities, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

To the extent it is unfamiliar with the Federal program, the applicant should contact the Department modal field or headquarters offices as found at https://www.transportation.gov/grants/mega-additional-guidance for information on what steps are prerequisite to the obligation of Federal funds to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

VIII. Statutory Project Requirements

To select a project for award, the Department must determine that the project—as a whole, as well as each independent component of the project—satisfies statutory requirements relevant to the program from which it will receive an award. The application should include sufficient information for the Department to make these determinations for both the project as a whole and for each independent component of the project. Applicants should use this section of the application to summarize how their project meets applicable statutory requirements and, if present, how each independent project component meets each of the following requirements.

Applicants are not required to reproduce the table below in their application, but following this format will help evaluators identify the relevant information that supports each large project determination. Supporting information provided in appendices may be referenced.

**STATUTORY SELECTION REQUIREMENTS**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>(1) The project will generate national or regional economic, mobility, or safety benefits.</td>
<td>(1) The project is likely to generate national or regional economic, mobility, safety benefits.</td>
<td>(1) The project will generate regional economic, mobility, or safety benefits.</td>
<td>Summarize the economic, mobility, and safety benefits of the project and independent project components, and describe the scale of their impact in national or regional terms. The Department will base its determination on the ratio of project benefits to project costs as assessed by the Economic Analysis Team.</td>
</tr>
<tr>
<td>(2) The project will be cost effective.</td>
<td>(3) The project will be cost effective.</td>
<td>(2) The project will be cost effective.</td>
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</tbody>
</table>

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15 In accordance with 23 U.S.C. 134 and § 135, all projects requiring an action by the Federal Highway Administration (FHWA) must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP), and statewide transportation improvement program (STIP)).

Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and metropolitan planning organization (MPO). Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant. Port, freight rail, and intermodal projects are not required to be on the State Rail Plans called for in the Passenger Rail Investment and Improvement Act of 2008. However, applicants seeking funding for freight projects are encouraged to demonstrate that they have done sufficient planning to ensure that projects fit into a prioritized list of capital needs and are consistent with long range goals. Means of demonstrating this consistency would include whether the project is in a TIP or a State Freight Plan that conforms to the requirements of Section 70202 of Title70202Title 49 U.S.C. prior to the start of construction. Port planning guidelines are available at StrongPorts.gov.

16 Projects at grant obligated airports must be compatible with the Federal Aviation Administration (FAA—–) approved Airport Layout Plan (ALP), as well as aeronautical surfaces associated with the landing and takeoff of aircraft at the airport. Additionally, projects at an airport: Must comply with established Sponsor Grant Assurances, including (but not limited to) requirements for non-exclusive use facilities, consultation with users, consistency with local plans including development of the area surrounding the airport, and consideration of the interest of nearby communities, among others; and must not adversely affect the continued and unhindered access of passengers to the terminal.
For an INFRA small project to be selected, the Department must consider the cost effectiveness of the proposed project, the effect of the proposed project on mobility in the State and region in which the project is carried out, and the effect of the proposed project on safety on freight corridors with significant hazards such as high winds, heavy snowfall, flooding, rockslides, mudslides, wildfire, wildlife crossing onto the roadway, or steep grades. If an applicant seeks an award for an INFRA small project, it should use this section to provide information on the project’s cost effectiveness, including by summarizing the results of the benefit-cost analysis for the project, and the project’s effect on the mobility in its State and region, and the effect of the proposed project on safety of freight corridors with significant hazards, or refer to where else the information can be found in the application.

<table>
<thead>
<tr>
<th>STATUTORY SELECTION REQUIREMENTS—Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) The project will contribute to 1 or more of the national goals described under Section 150. No statutory requirement</td>
</tr>
<tr>
<td>(4) The project is based on the results of preliminary engineering. No statutory requirement</td>
</tr>
<tr>
<td>(5) The project is reasonably expected to begin not later than 18 months after the date of obligation of funds for the project. No statutory requirement</td>
</tr>
<tr>
<td>(6) The project cannot be easily and efficiently completed without other Federal funding or financing available to the project sponsor. No statutory requirement</td>
</tr>
<tr>
<td>(7) With respect to related non-federal financial commitments, 1 or more stable and dependable sources of funding and financing are available to construct, maintain, and operate the project, and contingency amounts are available to cover unanticipated cost increases. No statutory requirement</td>
</tr>
<tr>
<td>(4) The project is in significant need of Federal funding. No statutory requirement</td>
</tr>
<tr>
<td>(5) The applicant have, or will have, sufficient legal, financial, and technical capacity to carry out the project. No statutory requirement</td>
</tr>
<tr>
<td>(2) The project is in significant need of Federal funding. No statutory requirement</td>
</tr>
<tr>
<td>(6) The project cannot be easily and efficiently completed without other Federal funding or financing available to the project sponsor. No statutory requirement</td>
</tr>
<tr>
<td>(7) The project is reasonably expected to begin not later than 18 months after the date of obligation of funds for the project. No statutory requirement</td>
</tr>
</tbody>
</table>
3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant must: (1) Be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. The Department may not make an MPDG grant to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make an MPDG grant, the Department may determine that the applicant is not qualified to receive an MPDG grant and use that determination as a basis for making an MPDG grant to another applicant.

4. Submission Dates and Times

Applications must be submitted by 11:59 p.m. EDT May 23, 2022. The Grants.gov “Apply” function will open by March 25, 2022. To submit an application through Grants.gov, applicants must:

1. Obtain a Unique Entity Identifier (UEI) number; 17
2. Register with the System for Award Management (SAM) at www.sam.gov;
3. Create a Grants.gov username and password; and
4. The E-business Point of Contact (POC) at the applicant’s organization must also respond to the registration email from Grants.gov and login at Grants.gov to authorize the POC as an Authorized Organization Representative (AOR). Please note that there can only be one AOR per organization.

Please note that the Grants.gov registration process usually takes 2–4 weeks to complete and that the Department will not consider late applications that are the result of failure to register or comply with Grants.gov applicant requirements in a timely manner. For information and instruction on each of these processes, please see instructions at http://www.grants.gov/web/grants/applicants/applicant-faqs.html. If applicants experience difficulties at any point during the registration or application process, please call the Grants.gov Customer Service Support Hotline at 1(800) 518–4726.

5. Funding Restrictions

i. Mega

BIL specifies that 50 percent of available Mega funds are set aside for projects between $100 million and $500 million in cost. The remaining available Mega funds, less 2 percent for program administration, are for projects greater than $500 million in cost.

ii. INFRA

The Department will make awards under the INFRA program to both large and small projects (refer to section C.5.ii for a definition of large and small projects). For a large project, BIL specifies that an INFRA grant must be at least $25 million. For a small project, including both construction awards and project development awards, the grant must be at least $5 million. For each fiscal year of INFRA funds, a minimum of 15 percent of available funds are reserved for small projects, and a maximum of 85 percent of funds are reserved for large projects.

The program statute specifies that not more than 30 percent of INFRA grants for each of the fiscal years 2022 to 2026 may be used for grants to freight rail, water (including ports and marine highway corridors), other freight intermodal projects that make significant improvements to freight movement on the National Highway Freight Network or National Multimodal Freight Network, wildlife crossing projects, projects located within or functionally connected to an international border crossing area in the United States, improves a transportation facility owned by a Federal, State, or local government entity, and projects that increase the throughput efficiency of border crossings. As much as $482 million may be available within this provision. Only the nonhighway portion(s) of multimodal projects count toward this limit.

Grade crossing and grade separation projects do not count toward the limit for freight rail, port, and intermodal projects. The Department may award less than the full amount available under this provision.

The program statute requires that at least 25 percent of the funds provided for INFRA large project grants must be used for projects located in rural areas, as defined in Section C.6. The Department may elect to go above that threshold. The USDOT must consider geographic diversity among grant recipients, including the need for a balance in addressing the needs of urban and rural areas.

BIL specifies that $150 million in available INFRA funding for each of the fiscal years 2022 to 2026 be set aside for an INFRA Leverage Pilot program. The INFRA Leverage Pilot program will fund projects with a Federal share of less than 50 percent. Not less than 10 percent of the INFRA Leverage Pilot funds will be awarded to small INFRA projects, as defined in Section C.5.ii(b), and not less than 25 percent of the INFRA Leverage Pilot funds will be awarded to rural projects, as defined in Section C.6.

iii. Rural

The Department will make awards under the Rural program. All funding under this program will be awarded to projects defined as rural projects, as defined in Section C.6. BIL specifies that at least 90 percent of Rural grant amounts must be at least $25 million, and up to 10 percent of Rural grants may be for grant amounts of less than $25 million. BIL specifies that 15 percent of the Rural program funds shall be reserved for eligible projects located in States that have rural roadway fatalities as a result of lane departures that are greater than the average of rural roadway fatalities as a result of lane departures in the United States. 18 This is defined based on five-year rolling average of rural roadway departure fatality rate per 100 million VMT. BIL specifies that 25 percent of the Rural program funds shall be reserved for eligible projects that further the completion of designated routes of the Appalachian Development Highway System under section 14501 of title 40 U.S.C.

6. Other Submission Requirements

a. Consideration of Application

Only applicants who comply with all submission deadlines described in this notice and submit applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

17On April 4, 2022 the Federal government will stop using the Data Universal Numering System (DUNS) number to uniquely identify entities. At that point, entities doing business with the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations.

18States with above average rural roadway departure fatalities (based on five-year rolling average of rural roadway departure fatality rate per 100 million VMT) include: Alabama; Alaska; Arkansas; Idaho; Iowa; Kansas; Kentucky; Louisiana; Maine; Mississippi; Missouri; Montana; Nebraska; New Mexico; North Carolina; North Dakota; Oklahoma; Oregon; South Carolina; South Dakota; Tennessee; Vermont; West Virginia; Wyoming.
b. Late Applications
Applications received after the deadline will not be considered except in the case of unforeseen technical difficulties outlined below.

c. Late Application Policy
Applicants experiencing technical issues with Grants.gov that are beyond the applicant’s control must contact MPDGrants@dot.gov prior to the application deadline with the user name of the registrant and details of the technical issue experienced. The applicant must provide:
1. Details of the technical issue experienced;
2. Screen capture(s) of the technical issues experienced along with corresponding Grants.gov “Grant tracking number”;
3. The “Legal Business Name” for the applicant that was provided in the SF–424; 4. The AOR name submitted in the SF–424; 5. The UBI number associated with the application; and

To ensure a fair competition of limited competitive funds, the following conditions are not valid reasons to permit late submissions: (1) Failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its website; (3) failure to follow all the instructions in this notice of funding opportunity; and (4) technical issues experienced with the applicant’s computer or information technology environment. After the Department reviews all information submitted and contacts the Grants.gov Help Desk to validate reported technical issues, the Department staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

E. Application Review Information
1. Criteria

i. Overall Application Rating
The Department will assign each eligible project a rating of highly recommended, recommended, or not recommended for each of the grant programs for which the applicant is applying. The rating will be assigned by the Department on the following basis:

A rating of “Not Recommended” will be assigned to projects that:
- The Department determines do not meet one or more statutory requirements for award, or additional information is required for one or more statutory requirements;
- Receive a low rating in one or more of project outcome, economic analysis, or project readiness;
- Are otherwise identified by the Senior Review Team to not be suitable for a grant award based on its weakness within a Project Outcome Area.

A rating of “Highly Recommended” will be assigned to projects that:
- The Department determines meet all statutory requirements for award and receive high ratings in all of project outcomes, economic analysis, and project readiness; or
- Meet all statutory requirements for award and are otherwise determined by the Senior Review Team to be an exemplary project of national or regional significance that generates significant benefits in one of the project outcome areas.

A rating of “Recommended” will be assigned to projects that:
- The Department determines meet all statutory requirements for award; and
- Are not otherwise assigned a “Highly Recommended” or “Not Recommended” rating.

ii. Project Outcome Criteria

The Department will consider the extent to which the project addresses the following project outcome criteria, which are explained in greater detail below and reflect the key program objectives described in Section D.V: (1) Safety; (2) state of good repair; (3) economic impacts, freight movement, and job creation; (4) climate change, resiliency, and the environment; (5) equity, multimodal options, and quality of life; and (6) innovation areas: technology, project delivery, and financing. For each project outcome area, the Project Outcome Analysis team will assign a 0, 1, 2, or 3 according to the guidelines below.

<table>
<thead>
<tr>
<th>Rating Scale ..........</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>The project negatively affects this outcome area OR the application contains insufficient information to assess this outcome area.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The project has clear and direct benefits in this outcome area stemming from adopting common practices for planning, designing or building infrastructure.</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>The project has clear and direct, data-driven, and significant benefits in this outcome area, that are well supported by the evidence in the application area.</td>
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</tbody>
</table>

The Department is neither weighting these criteria nor is a project required to score highly in each criterion, but project sponsors are encouraged to propose projects that score highly in as many areas as possible. The Department will assign a high, medium-high, medium, medium-low, and low project outcome rating on the following basis:

<table>
<thead>
<tr>
<th>Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least three 3’s, no 0’s ..........</td>
<td>High.</td>
</tr>
<tr>
<td>At least one 3, no 0’s ............</td>
<td>Medium-High.</td>
</tr>
<tr>
<td>No 3’s, no 0’s ....................</td>
<td>Medium.</td>
</tr>
<tr>
<td>No more than one 0 ..................</td>
<td>Medium-Low.</td>
</tr>
</tbody>
</table>

Criterion #1: Safety
The Department will assess how the project targets a known safety problem and seeks to protect motorized and non-motorized travelers and communities, including vulnerable users, from health and safety risks. The Department will consider the project’s estimated impacts on the number, rate, and consequences of crashes, fatalities and serious injuries among transportation users; the degree to which the project addresses vulnerable roadway users; and the degree to which the project addresses inequities in crash victims; the project’s incorporation of roadway design and technology that is proven to improve safety. Applicants are encouraged to support actions and activities identified in the National Roadway Safety Strategy (National Roadway Safety Strategy | US Department of Transportation).19

The Department is also focused on the national priority of addressing the shortage of long-term parking for commercial motor vehicles on the
National Highway System. Projects which increase access to truck parking generate safety benefits for motorized and non-motorized users as well as commercial vehicle operators.

<table>
<thead>
<tr>
<th>Score</th>
<th>Safety criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area</td>
<td>Example: The project will result in minimal improvements to safety, with little impact on the number of crashes, fatalities, or serious injuries to the traveling public.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example: The project results in measurable reductions in crashes, fatalities, or serious injuries to the traveling public, including vulnerable roadway users, by adopting actions and activities identified in the National Roadway Safety Strategy.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example: The project targets a well-known safety problem; results in a significant reduction in fatalities or serious injuries to motorized and nonmotorized users. The project incorporates innovative roadway design or technology aimed at protecting the health and safety of vulnerable roadway users.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td></td>
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</table>

Criterion #2: State of Good Repair

DOT will assess whether and to what extent the project: (1) Is consistent with relevant plans to maintain transportation facilities or systems in a state of good repair, including Department-required asset management plans; and (2) addresses current and projected vulnerabilities that, if left unimproved, will threaten future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth. The Department will also consider whether the project includes a plan to maintain the transportation infrastructure built with grant funds in a state of good repair. The Department will prioritize projects that ensure the good condition of transportation infrastructure, including rural transportation infrastructure, and support commerce and economic growth. Projects that represent routine or deferred maintenance will be less competitive in this criterion. Per FHWA’s published Policy on Using Bipartisan Infrastructure Law Resources to Build a Better America, the Department encourages applicants to improve the condition and safety of existing State and locally-owned transportation infrastructure within the right-of-way.

<table>
<thead>
<tr>
<th>Score</th>
<th>State of good repair criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area</td>
<td>Example: The project is identified in the sponsor’s Asset Management Plan, but it is difficult to verify that the infrastructure asset will operate at a full level of performance after the project improvements.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example: The project is identified in the sponsor’s Asset Management Plan and will repair or rebuild an infrastructure asset so that will operate at a full level of performance.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example: The project is identified in the sponsor’s Asset Management Plan, will repair or rebuild an infrastructure asset so that will operate at a full level of performance, and is designed to significantly reduce future operation and maintenance costs throughout the asset life, beyond the costs saved from the initial project expenditure, and/or that will significantly lengthen the standard useful life of the asset.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td></td>
</tr>
</tbody>
</table>

Criterion #3: Economic Impacts, Freight Movement, and Job Creation

The Department will assess the degree to which the project contributes to one or more of the following outcomes (1) improve system operations to increase travel time reliability and manage travel demand for goods movement, especially strengthening the resilience and expanding the capacity of critical supply chain bottlenecks, to promote economic security and improve local and regional freight connectivity to the national and global economy; (2) improve multimodal transportation systems that incorporate affordable transportation options such as public transit to improve mobility of people and goods; (3) decrease transportation costs and improve access, through reliable and timely access, to employment centers and job opportunities; (4) offer significant regional and national improvements in economic strength by increasing the economic productivity of land, capital, or labor, and improving the economic strength of regions and cities; (5) enhance recreational and tourism opportunities by providing access to Federal land, national parks, national forests, national recreation areas, national wildlife refuges, wilderness areas, or State parks; (6) result in high quality job creation by supporting good-paying jobs with a free and fair choice to join a union, in project construction and in on-going operations and maintenance, and incorporate strong

the degree to which the project is impacts. The Department will evaluate elements that address climate change through incorporation of specific design stage and in project delivery, such as environmental justice in the planning considerations of climate change and extent to which the project incorporates Resiliency, and the Environment Criterion #4: Climate Change, Resiliency, and the Environment

The Department will consider the extent to which the project incorporates considerations of climate change and environmental justice in the planning stage and in project delivery, such as through incorporation of specific design elements that address climate change impacts. The Department will evaluate the degree to which the project is expected to reduce transportation-related pollution such as air pollution and greenhouse gas emissions, increase use of lower-carbon travel modes such as transit and active transportation, improve the resilience of at-risk infrastructure to climate change and other natural hazards, incorporate lower-carbon pavement and construction materials, or address the disproportionate negative environmental impacts of transportation on disadvantaged communities. DOT will evaluate the extent which the project prevents stormwater runoff that would be a detriment to aquatic species. The Department will also consider whether the project will promote energy efficiency, support fiscally responsible land use and transportation efficient design, facilitate the production or preservation of location-efficient

<table>
<thead>
<tr>
<th>Score</th>
<th>Economic impacts, freight movement, and job creation criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area ....</td>
<td>Example 1: The project sponsor provides some justification, but with minimal evidence, that the project will help to positively impact regional economic development in the area or help to offset job losses in the area. Example 2: The project sponsor provides minimal evidence that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. Example 3: The project sponsor demonstrates some evidence that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. Example 4: The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
</tr>
<tr>
<td>1</td>
<td>The project's claimed benefits in this outcome area are plausible but minimal OR the project's claimed benefits in this area are not plausible.</td>
<td>Example 1: The project sponsor demonstrates some or limited new short-term or long-term job creation as a result of the project and it is documented by a signed letter from a business(es) stating the amount of new jobs to be created, and how the project is vital to the creation of those jobs. Example 2: The project opens additional new tourism or recreational access and is aligned with a plan that demonstrates that intention. Example 3: The project sponsor demonstrates some evidence that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. Example 4: The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example 1: The project sponsor demonstrates that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. Example 1: The project sponsor demonstrates that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. Example 4: The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example 1: The project sponsor demonstrates that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. Example 1: The project sponsor demonstrates that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. Example 4: The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
</tr>
</tbody>
</table>

affordable housing, incorporate electrification or zero emission vehicle infrastructure, increase resiliency and recycle or redevelop brownfield sites, particularly in communities that disproportionately experience climate-change-related consequences. The Department will consider whether projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030 Climate-Related Financial Risk (86 FR 27967,) and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425.)

The Department will assess whether the project has addressed environmental sustainability, including but not limited to consideration of the following examples:

(1) The project results in greenhouse gas emissions reductions relative to a no-action baseline;

(2) A Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions has been prepared and the project directly supports that Climate Action Plan;

(3) The regional transportation improvement program (TIP) or statewide transportation improvement program (STIP) is based on integrated land use and transportation planning and design that increases low-carbon mode travel, reduction of greenhouse gases and vehicle miles traveled or multimodal transportation choices and/or incorporates electrification or zero emission vehicle infrastructure.

(4) The project sponsor has used environmental justice tools such as the EJSCREEN to minimize adverse impacts to environmental justice communities (https://ejscreen.epa.gov/mapper/);

(5) A Local/Regional/State Energy Baseline Study has been prepared and the project directly supports that study;

(6) The project supports a modal shift in freight (e.g., from highway to rail) or passenger movement (e.g., from driving to transit, walking, and/or cycling) to reduce emissions. The project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions;

<table>
<thead>
<tr>
<th>Score</th>
<th>Climate change, resiliency, and the environment criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area.</td>
<td>Example: A Local/Regional/State Climate Action Plan has been prepared but it is difficult to verify with the information provided how the actual project would directly positively impact climate or resiliency.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example 1: The project demonstrates some greenhouse gas emission reduction.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example 2: The project sponsor demonstrates that one of the goals of the project is to improve or enhance resiliency of at-risk infrastructure.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example 1: The project significantly reduces transportation-related air pollution and greenhouse gas emissions from uncoordinated land-use decisions.</td>
</tr>
</tbody>
</table>

Criterion #5: Equity, Multimodal Options, and Quality of Life

The Department will consider the extent to which the project improves quality of life in rural areas or urbanized areas. This may include projects that:

(1) Increase affordable and accessible transportation choices and equity for individuals, including disadvantaged communities;

(2) Improve access to emergency care, essential services, healthcare providers, or drug and alcohol treatment and rehabilitation centers;

(3) Reduce transportation and housing cost burdens, including through public and private investments to support greater commercial and mixed-income residential development near public transportation, along rural main streets or in walkable neighborhoods;

(4) Increase the walkability and accessibility for pedestrians and encourage thriving communities for individuals to work, live, and play by creating transportation choices for individuals to move freely with or without a car;

(5) Enhance the unique characteristics of the community;

(6) Proactively address equity or other disparities and barriers to opportunity, through the planning process or through incorporation of design elements;

(7) Engage, or will engage, diverse people and communities and demonstrate that equity considerations and community input and ownership, particularly among disadvantaged communities, are meaningfully integrated into planning, development, and implementation of transportation investments. Competitive applications should demonstrate strong collaboration and support among a broad range of stakeholders, including community-based organizations, other public or private entities, and labor unions; or

(8) Support a Local/Regional/State Equitable Development Plan.

The Department will consider the extent to which the project benefits a historically disadvantaged community or population, or areas of persistent poverty.

(a) In this context, Areas of Persistent Poverty means: (1) Any county that has consistently had greater than or equal to 20 percent of the population living in poverty...
during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census;24 (2) any census tract with a poverty rate of at least 20 percent as measured by the 2014–2018 5-year data series available from the American Community Survey, or (3) any territory or possession of the United States. A county satisfies this definition only if 20 percent of its population was living in poverty in all three of the listed datasets: (a) The 1990 decennial census; (b) the 2000 decennial census; and (c) the 2020 Small Area Income Poverty Estimates. This definition is the same as the definition used for the RAISE program. The Department lists all counties and census tracts that meet this definition for Areas of Persistent Poverty at https://datahub.transportation.gov/stories/s/tsyd-k6ij. 

The Department will assess whether the project proactively addresses equity and barriers to opportunity, including but not limited to the following examples: 

<table>
<thead>
<tr>
<th>Score</th>
<th>Equity, multimodal options, and quality of life criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area.</td>
<td>Example 1: The project sponsor has developed and published a general equity policy statement for their agency but have not demonstrated any other equity considerations for the actual project.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example 2: The project sponsor has created additional multimodal access in conjunction with the project, but only as a minimum project requirement, and not as a result of intentional planning efforts.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example: The project sponsor is supporting workforce development programs, including labor-management programs, local hire provisions and incorporating workforce strategy into project development in a manner that produces non-trivial benefits.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example: The project sponsor includes new and/or greatly improved multimodal and transit access across previously bifurcated disadvantaged neighborhoods, and demonstrates how specifically the disadvantaged neighborhoods will be positively impacted, and how those improvements were as a result of intentional planning and public input.</td>
</tr>
</tbody>
</table>

Criterion #6: Innovation Areas: Technology, Project Delivery, and Financing 

Consistent with the Department’s Innovation Principles 28 to support workers, to allow for experimentation and learn from failure, to provide opportunities to collaborate, and to be flexible and adapt as technology changes, the Department will assess the extent to which the applicant uses innovative and secure-by-design strategies, including: (1) Innovative technologies, (2) innovative project delivery, or (3) innovative financing. Innovative Technology: Consistent with the Department’s Innovation Principles, the Department will assess innovative and secure-by-design technological approaches to transportation, particularly in relation to automated, connected, and electric vehicles and the detection, mitigation, and documentation of safety risks. When making grant award decisions, the Department will consider any applications that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation; or 

| Example | |
|---------| --- | | 1. The project includes new or improved walking and bicycling infrastructure, reduces automobile dependence, and improves access for people with disabilities and proactively incorporates Universal Design; 27 |
| 2. The project includes a comprehensive Universal Design; 27 planning and policies to promote hiring of underrepresented populations including local and economic hiring preferences and investments in high-quality workforce development programs with supportive services, including labor-management programs, to help train, place, and retain people in good-paying jobs or registered apprenticeship. | | 3. The project includes tracts that meet this definition for Areas of Persistent Poverty, as defined in Section C of this Notice. | | 4. The project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation; or |
| 5. The project includes new or improved walking and bicycling infrastructure, reduces automobile dependence, and improves access for people with disabilities and proactively incorporates Universal Design; 27 |
| 6. The project includes improvements to or creation of urban pedestrian infrastructure that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation; or |
| 7. The project addresses automobile dependence as a form of barrier to opportunity. | | |
innovative technological approaches proposed by the applicant, particularly projects that incorporate innovative technological design solutions, enhance the environment for connected, electric, and automated vehicles, or use technology to improve the detection, mitigation, and documentation of safety risks.

Innovative technological approaches may include, but are not limited to:

- Conflict detection and mitigation technologies (e.g., intersection alerts and signal prioritization);
- Dynamic signaling, smart traffic signals, or pricing systems to reduce congestion;
- Traveler information systems, to include work zone data exchanges;
- Signage and design features that facilitate autonomous or semi-autonomous vehicle technologies;
- Applications to automatically capture and report safety-related issues (e.g., identifying and documenting near-miss incidents);
- Vehicle-to-Everything (V2X) Technologies (e.g., technology that facilitates passing of information between a vehicle and any entity that may affect the vehicle);
- Vehicle-to-Infrastructure (V2I) Technologies (e.g., digital, physical, coordination, and other infrastructure technologies and systems that allow vehicles to interact with transportation infrastructure in ways that improve their mutual performance);
- Vehicle-to-Grid Technologies (e.g., technologies and infrastructure that encourage electric vehicle charging, and broader sustainability of the power grid);
- Cybersecurity elements to protect safety-critical systems;
- Broadband deployment and the installation of high-speed networks concurrent with the transportation project construction;
- Technology at land and seaports of entry that reduces congestion, wait times, and delays, while maintaining or enhancing the integrity of our border;
- Work Zone data exchanges or related data exchanges; or
- Other Intelligent Transportation Systems (ITS) that directly benefit the project’s users or workers, such as a project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services.

For innovative safety proposals, the Department will evaluate safety benefits that those approaches could produce and the broader applicability of the potential results. The Department will also assess the extent to which the project uses innovative technology that supports surface transportation to significantly enhance the operational performance of the transportation system. Please note that all innovative technology must be in compliance with 2 CFR 200.216.20

<table>
<thead>
<tr>
<th>Score</th>
<th>Innovation criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area. The project's claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example: The project references the incorporation of innovative technologies but does not elaborate on the benefits of those technologies or demonstrate how those technologies align with USDOT’s innovation principles.</td>
</tr>
<tr>
<td>1</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example 1: The project incorporates some or limited amount of materials or construction processes that reduce greenhouse gas emissions.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example 2: The project incorporates innovative technology that significantly enhances the efficiency and effectiveness of the environmental permitting and review to accelerate project delivery and achieve improved outcomes for communities and the environment. The Department’s objective is to achieve timely and consistent environmental review and permit decisions. Participation in innovative project delivery approaches will not remove any statutory requirements affecting project delivery.</td>
</tr>
</tbody>
</table>

iii. Economic Analysis Rating

The Department will consider a project’s benefits as compared to its costs to determine whether a project is cost effective and assign an economic analysis rating. To the extent possible, the Department will rely on quantitative, evidence-based and data-supported analysis, in this assessment. Based on the Department’s assessment, the Department will assign an economic analysis rating of high, medium-high, medium, medium-low, or low according to the following table:

---

Department will consider whether the
and urban communities. The
application should contain a section
that explicitly addresses Environmental
Risk, but the Technical Assessment and
Financial Completeness Assessment
will be based on information contained
throughout the application.

Environmental Risk assessment
analyzes the project’s environmental
approvals and likelihood of the
necessary approval affecting project
obligation, and results in a rating of
“high risk,” “moderate risk,” or “low
risk.”

The Technical Assessment will be
reviewed for all eligible applications
and will assess the applicant’s capacity
to successfully deliver the project in
compliance with applicable Federal
requirements based on factors including
the recipient’s experience working with
Federal agencies, civil rights
compliance (including compliance with
Title VI of the Civil Rights Act of 1964
and accompanying DOT regulations, the
Americans with Disability Act, and
Section 504 of the Rehabilitation Act),
previous experience with Department
discretionary grant awards and the
technical experience and resources
dedicated to the project. Technical
Assessment ratings will be one of the
following: “certain,” “somewhat
certain,” “uncertain,” or “unknown.”
Lack of previous project delivery
according to Federal requirements is not
sufficient justification for a rating of
“uncertain,” but may result in a rating of
“unknown.”

The Financial Completeness
Assessment reviews the availability of
matching funds and whether the
applicant presented a complete funding
package, and will receive a rating of
“complete,” “partially complete,” or
“incomplete.” For projects that receive
a rating of “complete” and include
funding estimates that are based on
early stages of design (e.g., less than 30
percent design) or outdated cost
estimates, without specified
contingency, evaluators may add a
comment to note the potential for
uncertainty in the estimated project
costs. All applicants should describe a
plan to address potential cost overruns.

The Project Readiness Ratings
described above will be translated to a
high, medium-high, medium, medium-
low, or low rating, using the table
below:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>The project’s benefits will exceed its costs, with a benefit-cost ratio of at least 1.5.</td>
</tr>
<tr>
<td>Medium-High</td>
<td>The project’s benefits will exceed its costs.</td>
</tr>
<tr>
<td>Medium</td>
<td>The project’s benefits are likely to exceed its costs.</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>The project’s costs are likely to exceed its benefits.</td>
</tr>
<tr>
<td>Low</td>
<td>The project’s costs will exceed its benefits.</td>
</tr>
</tbody>
</table>

iv. Project Readiness Rating

The Department will consider project
readiness to assess the likelihood of a
successful project. In that project
readiness analysis, the Department will
consider three evaluation ratings:
Environmental Risk, Technical
Assessment, and Financial
Completeness Assessment. The
application should contain a section

Environmental Risk Review and Permitting
Risk.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
</table>
| High         | The project has not completed or begun NEPA and there are known
environmental or litigation concerns associated with the project. |
| Medium-High  | The project has not completed or begun NEPA and there are
unknown environmental or litigation concerns associated with the project. |
| Medium       | The project has not completed or begun NEPA and there are
unknown environmental or litigation concerns associated with the project. |
| Medium-Low   | The project has not completed or begun NEPA and there are
unknown environmental or litigation concerns associated with the project. |
| Low          | The project has not completed or begun NEPA and there are
unknown environmental or litigation concerns associated with the project. |

v. Additional Considerations

a. Geographic Diversity

By statute, when selecting MPDG
projects, the Department must consider
contributions to geographic diversity
among recipients, including the need for
a balance between the needs of rural
and urban communities. The
Department will consider whether the
project is located in an Area of
Persistent Poverty or a Historically
Disadvantaged Community, as defined in
Section C of this Notice.

The Department will also consider
whether the project is located in the
Department or Federally designated area
such as a qualified opportunity zone,
Empowerment Zone, Promise Zone, or
Choice Neighborhood. Applicants can
find additional information about each of
the designated zones at the sites below:

- Opportunity Zones: (https://opportunityzones.hud.gov/)
- Empowerment Zones: (https://www.hud.gov/hudprograms/empowerment_zones)
- Promise Zones: (https://www.hud.gov/program_offices/field_policy_mgmt/fieldpolicymgtpz)

A project located in a Federally
designated community development
zone is more competitive than a similar
project that is not located in a Federally
designated community development
zone. The Department will rely on
applicant-supplied information to make
this determination and will only consider this if the applicant expressly identifies the designation in their application.

b. Evaluation of Project Requirements

The following describes how the Department will evaluate the statutory Project requirements for the MPDG opportunity.

1. The project will generate (or for Mega, “is likely to generate”) national or regional economic, mobility, or safety benefits (applicable for Mega, INFRA, and Rural).

A project meets this determination if the Project Outcome Analysis documents national or regional economic, mobility, or safety benefits.

2. The project will be cost effective (applicable for Mega, INFRA, and Rural).

The Department’s determination will be based on its estimate of the project’s benefits and costs: A project is determined to be cost effective if the Department estimates that the project’s benefits will or are likely to exceed its costs.

3. The project will contribute to the accomplishment of one or more of the goals described in 23 U.S.C. 150 (applicable for INFRA and Rural).

A project meets this requirement if the Project Outcome Analysis documents benefits related to one of the following:

- National Goals.—It is in the interest of the United States to focus the Federal-aid highway program on the following national goals:
  1. Safety.—To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
  2. Infrastructure condition.—To maintain the highway infrastructure asset system in a state of good repair.
  3. Congestion reduction.—To achieve a significant reduction in congestion on the National Highway System.
  4. System reliability.—To improve the efficiency of the surface transportation system.
  5. Freight movement and economic vitality.—To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
  6. Environmental sustainability.—To enhance the performance of the transportation system while protecting and enhancing the natural environment.

4. The project is based on the results of preliminary engineering (applicable for INFRA and Rural).

A project meets this requirement if the application provides evidence that at least one of the following activities has been completed at the time of application submission: Environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, or other work needed to establish parameters for the final design.

5. With respect to related non-Federal financial commitments, one or more stable and dependable funding or financing sources are available to construct, maintain, and operate the project, and contingency amounts are available to cover unanticipated cost increases (applicable for Mega and INFRA).

A project meets this requirement if the application demonstrates that financing sources are dedicated to the proposed project and are highly likely to be available within the proposed project schedule, and if it provides evidence of contingency funding in the project budget.

6. The project cannot be easily and efficiently completed without other Federal funding or financial assistance available to the project sponsor (applicable to INFRA) —or— The project is in significant need of Federal funding (applicable to Mega).

A project meets this requirement if the application demonstrates one or more of the following:

1. The project scope would be negatively affected if MPDG or other Federal funds were not received.

2. The project schedule would be negatively affected if MPDG or other Federal funds were not received.

3. The project cost would materially increase if MPDG or other Federal funds were not received.

7. The project is reasonably expected to begin construction no later than 18 months after the date of obligation of funds for the project (applicable to INFRA and Rural).

A project meets this requirement if the proposed project schedule and the evaluation of the project readiness evaluation team indicate that it is reasonably expected to begin construction not later than 18 months after obligation.

8. The applicant has, or will have, sufficient legal, financial, and technical capacity to carry out the project (applicable to Mega).

A project meets this requirement if the EMO team determines, based on the assessment of project readiness, that the applicant has sufficient legal, financial, and technical capacity to carry out the project, as described in Section E.

9. Small INFRA Projects (applicable to Small INFRA projects).

For Small INFRA projects to be selected, the Department must consider the cost effectiveness of the proposed project, the effect of the proposed project on mobility in the State and region in which the project is carried out, and the effect of the proposed project on safety on freight corridors with significant hazards, such as high winds, heavy snowfall, flooding, rockslides, mudslides, wildfire, wildlife crossing onto the roadway, or steep grades. The Department will consider a small INFRA project’s cost effectiveness based on the results of the benefit-cost analysis submitted with the application.

The Department will consider the effect of the proposed project on mobility as part of the Economic Impacts and Equity Project Outcome Areas. The Department will consider the effect on safety on freight corridors with significant hazards as part of the Climate, Safety, and Economic Impact Project Outcome areas.

vi. Previous Awards

The Department may consider whether the project has previously received an award from the RAISE, INFRA, or other departmental discretionary grant programs.

2. Review and Selection Process

Section E addresses the statutory requirement that the Department describe the methodology that will be used to determine if projects satisfy statutory project requirements, how they will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating.

The MPDG evaluation process consists of a Analysis Phase and Senior Review Phase. In the Analysis Phase, teams will, for each project, determine whether the project satisfies statutory requirements and rate how well it addresses the selection criteria using the rating system described in section E.1. If an applicant opts out of a specific program, then the Department will not consider whether the proposed project meets that program’s requirements.

The Senior Review Team will consider the applications and the technical evaluations, assign an overall
rating according to the methodology described above. Once every project has been assigned an overall rating for each program, The SRT will review if the list of Highly Recommended projects under each program is sufficient to satisfy program set-asides and geographic diversity requirements. If not, ‘Recommended’ projects may be added to each program’s proposed list of Projects for Consideration until each program’s list can satisfy necessary program set-asides and geographic diversity requirements. The SRT can add a Recommended project only if that project directly addresses an identified insufficiency related to the program set-asides, geographic diversity requirements, or to ensure there are sufficient projects to distribute all available funds, and the SRT treats all similarly situated Recommended projects the same.

For each program, the SRT will present the list of Projects for Consideration to the Secretary, either collectively or through a representative. The SRT may advise the Secretary on any project on the list of Projects for Consideration, including options for reduced awards, but the Secretary makes final project selections. The Secretary must prioritize selections from among the projects assigned a “Highly Recommended” Rating. The Secretary’s selections identify the applications that best address program requirements and are most worthy of funding.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.200. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects at https://www.transportation.gov/grants/mpdg-announcement. Following the announcement, the Department will contact the point of contact listed in the SF 424 to initiate negotiation of a project-specific agreement.

2. Administrative and National Policy Requirements

   i. Safety Requirements

   The Department will require MPDG projects to meet two general requirements related to safety. First, MPDG projects must be part of a thoughtful, data-driven approach to safety. Each State maintains a strategic highway safety plan.30 MPDG projects will be required to incorporate appropriate elements that respond to priority areas identified in that plan and are likely to yield safety benefits. Second, MPDG projects will incorporate appropriate safety-related activities that the Federal Highway Administration (FHWA) has identified as “proven safety countermeasures” due to their history of demonstrated effectiveness.31

   After selecting MPDG recipients, the Department will work with those recipients on a project-by-project basis to determine the specific safety requirements that are appropriate for each award.

   ii. Program Requirements

   (a) Climate Change and Environmental Justice Impact Consideration

   Each applicant selected for MPDG grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section A. Projects that have not sufficiently considered climate change and environmental justice impacts in their planning, as determined by the Department, will be required to do so before receiving funds for construction, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

   As expressed in section A, equal employment opportunity is an important priority. The Department wants to ensure that project sponsors have the support they need to meet requirements under E.O. 11246, Equal Employment Opportunity (30 FR 12319, and as amended). All federally assisted contractors are required to make good faith efforts to meet the goals of 6.9% of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.34

   (b) Equity and Barriers to Opportunity

   Each applicant selected for MPDG grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A.

Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds for construction, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).33

(c) Labor and Work

Each applicant selected for MPDG grant funding must demonstrate, to the fullest extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards as described in Section A. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds for construction, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

As expressed in section A, equal employment opportunity is an important priority. The Department wants to ensure that project sponsors have the support they need to meet requirements under E.O. 11246, Equal Employment Opportunity (30 FR 12319, and as amended). All federally assisted contractors are required to make good faith efforts to meet the goals of 6.9% of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.34 The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations.

Through the program, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and helps to build partnerships between the project sponsor, prime contractor, subcontractors, and relevant stakeholders. OFCCP will identify

31 Information on FHWA proven safety countermeasures is available at: https://safety.fhwa.dot.gov/countermeasures/.
32 An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions.
33 An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions.
projects that receive an award under this notice and are required to participate in OFCCP’s Mega Construction Project Program from a wide range of federally assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award. Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor’s award terms will require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under “Scheduling” on the Department of Labor website: https://www.dol.gov/agencies/ofccp/faqs/construction-compliance.

(d) Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for MPDG grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds for construction, consistent with Presidential Policy Directive 21—Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems.

iii. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by the Department at 2 CFR part 1201. INFRA and Rural grant funds are made available under title 23 of the United States Code and generally subject to the requirements of title 23. Consistent with 23 U.S.C. 117(l) and 173(o), for freight projects awarded INFRA grant funds and all projects award Rural grant projects, the project will be treated as if it is located on a Federal-aid highway. The Department will also treat non-Freight projects eligible for INFRA funding under 23 U.S.C. 117(c)(l)[[A][iv–vii]] as though they are federal-aid highway projects for the purposes of applying federal requirements. For projects awarded Mega grant funds, the project will be treated in relation to project’s modal nature: The requirements of title 23 shall apply to a highway, road or bridge project; the requirements of chapter 53 of title 49 of the United States Code shall apply to a transit project; the requirements of 49 U.S.C. 22905 shall apply to a rail project or component; and, the requirements of 49 U.S.C. 5333 shall apply to any public transportation component of a project. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration administering the project will apply to the projects that receive MPDG grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department’s other highway, transit, rail, and port grant programs. As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The Mega, INFRA, and Rural programs are infrastructure programs subject to the Build America, Buy America Act (Pub. L. No 117–58, div. G §§70901–70927). All INFRA and Rural projects are subject to the Buy America requirement at 23 U.S.C. 313, as are Mega projects administered by the Federal Highway Administration. Mega projects administered by other OAs will be subject to the Buy America regime applicable to that OA. The Department expects all recipients to be able to complete their project without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. 313(g), Buy America requirements apply to all contracts that are eligible for assistance under title 23, United States Code, and are carried out within the scope of the NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds. As another example, Americans with Disabilities Act (ADA) regulations apply to all projects funded under this Notice.

Recipients of Federal transportation funding will be required to comply fully with the ADA, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements. The Department’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded projects to ensure full compliance with Federal civil rights requirements.

In connection with any program or activity conducted with or benefitting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds. MPDG projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Vehicle Safety Regulations, or vehicles that are exempt from Federal Motor Carrier Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

3. Reporting

i. Progress Reporting on Grant Activity

Each applicant selected for an MPDG opportunity grant must submit the Federal Financial Report (SF–425) on the financial condition of the project and the project’s progress, as well as an Annual Budget Review and Program Plan to monitor the use of Federal funds and ensure accountability and financial
transparency in the MPDG opportunity. In addition, Mega grant recipients will be required to submit a data collection baseline and a Project Outcomes report, as described in Section C.5.i.(c).

ii. Reporting of Matters Related to Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

iii. Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. We may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) Make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Public Law 115–435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. 311).

Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A–11, Part 6 Section 290).

For grant recipients receiving an award, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation. (2 CFR part 200).

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at MPDGGrants@dot.gov. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department’s website at https://www.transportation.gov/grants/mpdg-frequently-asked-questions. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the MPDG Transportation grant selection and award process upon request.

H. Other Information

1. Protection of Confidential Business Information

All information submitted as part of, or in support of, any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the application includes information the applicant considers to be a trade secret or confidential commercial or financial information, the applicant should do the following: (1) Note on the front cover that the submission “Contains Confidential Business Information (CBI)”;

(2) mark each affected page “CBI”; and (3) highlight or otherwise denote the CBI portions.

The Department protects such information from disclosure to the extent allowed under applicable law. In the event the Department receives a Freedom of Information Act (FOIA) request for the information, the Department will follow the procedures described in its FOIA regulations at 49 CFR 7.17. Only information that is ultimately determined to be confidential under that procedure will be exempt from disclosure under FOIA.

2. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts. Except for the information properly marked as described in Section H, the Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.

As required by statute the Department will also publish the overall rating for each project seeking Mega Project funds.

3. Department Feedback on Applications

The Department strives to provide as much information as possible to assist applicants with the application process. The Department will not review applications in advance, but Department staff are available for technical questions and assistance. To efficiently use Department resources, the Department will prioritize interactions with applicants who have not already received a debrief on their FY 2021 INFRA application. Program staff will address questions to MPDGGrants@dot.gov throughout the application period.

4. Prohibition on Use of Funds To Support or Oppose Union Organizing

MPDG funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

5. MPDG Extra, Eligibility and Designation

The MPDG Extra initiative is aimed at encouraging sponsors with competitive projects that do not receive an MPDG...
award to consider applying for TIFIA credit assistance.

Projects for which a MPDG application receives a Highly Recommended rating, as described in Section E, but that are not awarded, are automatically designated MPDG Extra Projects, unless the Department determines that they are not reasonably likely to satisfy the TIFIA project type (23 U.S.C. 601(a)(12)) and project size (23 U.S.C. 602(a)(5)) eligibilities. This designation provides the sponsors of these projects the opportunity to apply for TIFIA credit assistance for up to 49% of eligible project costs. Under current policy, TIFIA credit assistance is limited to 33% of eligible project costs unless the applicant provides strong rationale for requiring additional assistance.

Projects designated as MPDG Extra Projects will be announced by the Secretary after MPDG award announcements are made.

For further information about the TIFIA program in general, including details about the types of credit assistance available, eligibility requirements and the creditworthiness review process, please refer to the Build America Bureau Credit Programs Guide, available on the Build America Bureau website: https://www.transportation.gov/buildamerica/financing/program-guide.

Disclaimer: A MPDG Extra Project designation does not guarantee that an applicant will receive TIFIA credit assistance, nor does it guarantee that any award of TIFIA credit assistance will be equal to 49% of eligible project costs. Receipt of TIFIA credit assistance is contingent on the applicant’s ability to satisfy applicable creditworthiness standards and other Federal requirements.

Issued in Washington, DC, on March 22, 2022.

Peter Paul Montgomery Buttigieg,
Secretary of Transportation.

FOR FURTHER INFORMATION CONTACT: Jeff Gorham, Office of Airline Information, RTS–42, Room E34, OST–R, BTS, 1200 New Jersey Avenue SE, West Building Ground Floor, Room W12–140, Washington, DC 20590–0001, Telephone Number (202) 366–4406, Fax Number (202) 366–3383 or EMAIL jeff.gorham@dot.gov.

SUPPLEMENTARY INFORMATION:
OMB Approval No.: 2138–0006.
Title: Preservation of Air Carrier Records—14 CFR part 249.
Form No.: None.
Type of Review: Reinstatement of an expired recordkeeping requirement.
Respondents: Certificated air carriers and charter operators.
Number of Respondents: 89 certificated air carriers, 280 charter operators.
Estimated Time per Response: 3 hours per certificated air carrier, 1 hour per charter operator.
Total Annual Burden: 547 hours.
Needs and Uses: Part 249 requires the retention of records such as: General and subsidiary ledgers, journals and journal vouchers, voucher distribution registers, accounts receivable and payable journals and ledgers, subsidy records documenting underlying financial and statistical reports to DOT, funds reports, consumer records, sales reports, auditors’ and flight coupons, air waybills, etc. Depending on the nature of the document, the carrier may be required to retain the document for a period of 30 days to three years. Public charter operators and overseas military personnel charter operators must retain documents which evidence or reflect deposits made by each charter participant and commissions received by, paid to, or deducted by travel agents, and all statements, invoices, bills and receipts from suppliers or furnishers of goods and services in connection with the tour or charter. These records are retained for six months after completion of the charter program.

Not only is it imperative that carriers and charter operators retain source documentation, but it is critical that DOT has access to these records. Given DOT’s established information needs for such reports, the underlying support documentation must be retained for a reasonable period of time. Absent the retention requirements, the support for such reports may or may not exist for audit/validation purposes and the relevance and usefulness of the carrier submissions would be impaired, since
GLASFORD ROAD LOCATION MAP
Intersection of Glasford Road and US Route 24.

Northbound Glasford Road on the hill.

Northbound Glasford Road on the hill.

Repaired Sinkhole in middle of Glasford Road hill.
Glasford Road  4/29/2022

Northbound Glasford Road

Northbound Glasford Road

Northbound Glasford Road

Northbound Glasford Road
Glasford Road 4/29/2022

Glasford Road / Main Street Intersection

Northbound Glasford Road

Northbound Glasford Road

Northbound Glasford Road at RxR Crossing
West Leg of Glasford / Canton-Glasford Intersection
Hanson Professional Services Inc.

Professional Services Agreement (PSA)
LEGL0200- 22L0058

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 12th day of May, 2022, between Peoria County, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with preparing a grant application for the Department of Transportation’s Multimodal Project Discretionary Grant Opportunity, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached LEGL0250 Rev 2 - General Conditions (C-S) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

By: __________________________
Title: Vice President
Date: April 25, 2022

Peoria County

By: __________________________
Title: __________________________
Date: __________________________
Attachment A – Scope of Services

LEGL0200- 22L0058

Effective Date: 5/12/2022

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Project Description:

Peoria County plans to apply for a grant from the Department of Transportation’s Multimodal Project Discretionary Grant Opportunity in the Rural Surface Transportation Grant Program (RURAL) for Glasford Road from IL Route 24 to Canton-Glasford Road.

Services:

The Scope of Services to be provided is limited to the following:

Hanson will work with the County to prepare a RURAL grant application for Glasford Road. The following tasks will be included:

1. Prepare cost/benefit analysis according to the grant guidelines to show the benefits justify the costs.
2. Prepare text, tables and figures for grant application.
3. Coordination with County staff
   a. Gather information required for the grant application.
   b. Discuss Letters of Support needed
   c. Review and comments on application
   d. Final submittal of application

The application deadline is May 23, 2022.

Notice to Proceed was granted on April 12, 2022.
Attachment B – Charges for Services

LEGL0200- 22L0058 Effective Date: 5/12/2022

Basis of Charges:
Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus reimbursable project expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:
The total cost to accomplish the Scope of Services for this project will be $30,000. Hanson agrees not to exceed $30,000 without prior notification to the Client. If the County decides to pursue more than one grant application, Hanson will renegotiate the fee at that time.
Hanson Professional Services Inc.
General Conditions (C-S)

Hanson Agreement: LEGL0200-22L0058
Agreement Date: May 12, 2022

Project Name: RURAL Grant Application

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for), plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination. Notwithstanding the foregoing, the amount paid for services and expenses rendered prior to termination shall not exceed the total estimated cost of the Contract.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT’s sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. Resilient Design: CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.
CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and onshore conditions are predicted based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON’s advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT’s decision to proceed against HANSON’s advice.

6. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days’ notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT’s contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

10. Contingency Fund: The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third-party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

11. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used,
the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed $50,000 or HANSON's total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

12. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

13. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

14. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

15. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall first be submitted to nonbinding mediation.

16. Information Provided by Others: CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

17. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

18. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause
19. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy. Client's negligent acts or omissions in designing the location of utility lines or subterranean structures.

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the Standard of Care as set forth in these General Conditions.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for drawings, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

23. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the Standard of Care as set forth in these General Conditions.

24. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party, unless required to do so by law or court order.

25. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT’s benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with
contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

26. **Severability**: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

27. **Survival**: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

28. **Entire Agreement**: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

29. **Modification to the Agreement**: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

30. **Governing Law**: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

31. **Construction Phase Services without Design**: If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party’s rights in intellectual property.
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

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

**RE: PROFESSIONAL SERVICES AGREEMENT FOR GLASFORD ROAD GRANT APPLICATION**

**RESOLUTION**

WHEREAS, the United States Department of Transportation is soliciting project applications for the Multimodal Project Discretionary Grants Program (MPDG); and

WHEREAS, Glasford Road (C.H. R33) qualifies for the RURAL component of the MPDG program; and

WHEREAS, your Infrastructure Committee, having considered the economic effects of the project, believes that the best interests of Peoria County will be served by the approval of a professional services agreement for preparing a grant application for the United States Department of Transportation’s Multimodal Project Discretionary Grants Program (MPDG) for Glasford Road (C.H. R33), at a cost not to exceed $30,000.00 with Hanson Professional Services.

NOW, THEREFORE BE IT RESOLVED, that the professional services agreement be approved, and that the County Administrator be designated as the officer to sign the agreement; and

BE IT FURTHER RESOLVED that $30,000.00 be appropriated from the General County Fund for preparing a grant application for Glasford Road (C.H. R33).

BE IT FURTHER RESOLVED that the County Treasurer be authorized to issue checks from the General County Fund in payment of invoices for the grant application.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure   LINE ITEM: County MFT
MEETING DATE: June 9, 2022   AMOUNT: $163,125.00

ISSUE: Quotations for pavement marking paint materials for to be purchased in fiscal year 2022.

BACKGROUND/DISCUSSION: This Request for Quotations was for pavement marking materials that received no quotations in our previous GM letting, November 2021. Peoria County Highway Department has an intergovernmental agreement with the City of Peoria Public Works to provide pavement markings on Peoria County Highways. The County would purchase the materials as needed for use by the City of Peoria Public works striping truck and paint crews. Material will be paid for using MFT.

The material would be purchased at the County’s discretion for use by the City of Peoria on Peoria County Highways.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: The quotations to be accepted and allow the Peoria County Highway Department to purchase based on needs and availability.

COMMITTEE ACTION: Approved 5/23/22 (4-0 votes) Ms. Pastucha voted aye via teleconference; Ms. Duncan absent

PREPARED BY: Mark Gilles
DEPARTMENT: Highway   DATE: May 12, 2022
Material Quotations

Local Public Agency: PEORIA COUNTY HIGHWAY DEPARTMENT
County: Peoria
Section Number: 22-00000-00-GM
Date: 04/05/22

Company: Colorado Paint Company II, Inc.
Representative: Zach Blankenship
Phone: 303-388-9205
Address: 2851 Walden St
City: Aurora
State: CO
Zip Code: 80011

1. Quotations will be received in the office of the PEORIA COUNTY ENGINEER, until
9:00 AM on 04/28/22
for furnishing materials required for 22-00000-00-GM. At that time bids will be publicly read.

2. Quotations will be taken for the time frame of 04/29/22 to 12/31/22

3. Quotations shall be submitted on this form and enclosed in a sealed envelope endorsed “QUOTATIONS” with the section number.

4. Quotations will
☐ be placed on file and remain firm until the ending date listed in 2 above.
☒ be placed on file and remain firm until revised by the supplier(s).

The suppliers may revise their quotations by registered letter to the PEORIA COUNTY HIGHWAY DEPARTMENT
at least five (5) days before the end of the month. Quotations may only be revised by this procedure on a monthly basis. Any
changed received will become effective on the first day of the month following notification. When quotations are revised by the
supplier(s), the LPA reserves the right to review other accepted quotations and purchase materials from an available source that
will result in the “lowest on-the-road cost”.

5. The right is reserved by the Local Public Agency (LPA) to reject any an all quotations.

By order of: PEORIA COUNTY ENGINEER

Signature: [Signature]
Date: 4-5-22

The LPA reserves the right to re-advertise for new or additional quotations if not satisfied with the original or revised quotations on file. The
original and revised quotations shall remain in effect unless terminated in writing by the LPA to the supplier(s). Purchases will be made
only from those suppliers that submitted acceptable quotations at the initial or any subsequent public letting.

It is understood that all material will be tested and approved by the Illinois Department of Transportation. The requirements of the Standard
Specifications for Road and Bridge Construction adopted by the Department shall govern insofar as they apply.

The quantities of materials shown are for information only. They represent the best known estimate of material needed. The actual
quantities purchased may be increased or decreased by any amount subject to any maximum quantities specified by the supplier.
Quotations with limits or conditions shall be rejected.
### MATERIALS QUOTATIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Delivery</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH PERFORMANCE MODIFIED URETHANE (WHITE)</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
<tr>
<td>HIGH PERFORMANCE MODIFIED URETHANE (YELLOW)</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
<tr>
<td>URETHANE EPOXY CATALYST</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
</tbody>
</table>

The undersigned agrees to furnish any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

1. It is understood and agreed that the current "Standard Specifications for Road and Bridge Construction" adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.

2. It is understood that quantities listed are approximate only and they may be increased or decrease as needed to promptly complete the work at the above unit price quoted.

3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "Material Quotations". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.

4. The undersigned firm certifies that is has not been convicted of bribery or attempting to bribe an officer of employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent or employee of the firm undersigned firm further certifies that it is not barred from contracting with any unit of State or Local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

**Bidder**

Colorado Paint Company, LLC

**Address**

2851 Walden St

**City**

Aurora

**State**

CO

**Zip Code**

80011

**Signature of Local Public Agency**

By: [Signature]

Date: 4/17/22

**Title**

General Manager

**Concurrence and approval**

Re: bid award

Date: 4/28/22
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: **2022 COUNTY MATERIAL QUOTATION RESOLUTION**

WHEREAS, the County solicited for quotations for Pavement Marking Materials to be used by Peoria County, designated as Section Number 22-00000-00-GM; and

WHEREAS, on April 28, 2022, quotations were received for Pavement Marking Materials.

WHEREAS, the following vendors submitted acceptable quotations:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>SUBGROUPS QUOTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado Paint Company, LLC</td>
<td>Aurora, CO.</td>
<td>011 – Pavement Markings</td>
</tr>
</tbody>
</table>

BE IT RESOLVED, that the quotation received from Colorado Paint Company, LLC for pavement marking materials be accepted with purchases dependent upon need and availability.

BE IT FURTHER RESOLVED, that the County Engineer be authorized to accept the aforementioned material quotations and that the County Treasurer be hereby authorized to issue checks from the County Motor Fuel Tax Fund, and the County Matching Tax Fund in payment of invoices as said invoices become due.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
ISSUE: Quotations for Hallock Township aggregate (CA10) to be purchased during fiscal year 2022.

BACKGROUND/DISCUSSION: Hallock Township is looking to procure CA10 aggregate to reconstruct a Township Road in preparation for seal coat this summer. Road Commissioner is requesting to pay for the aggregate using MFT. Tonnage of aggregate needed would cost > $20,000 and therefore would be needed to be place out to bid in order for it to be an MFT eligible expense. Bid Letting was held on 4/29/22 and only one vender sent a quote – Galena Road Gravel.

The material would be purchased at the Township’s discretion.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION: The quotations to be accepted and allow Hallock Township to purchase based on needs and availability.

COMMITTEE ACTION: Approved 5/23/22 (4-0 votes) Ms. Pastucha voted aye via teleconference; Ms. Duncan absent

PREPARED BY: Mark Gilles

DEPARTMENT: Highway DATE: May 12, 2022
Material Quotations

Local Public Agency: HALLOCK TOWNSHIP
County: Peoria
Section Number: 22-05000-00-GM
Date: 04/05/22

Company: GALENA ROAD GRAVEL
Representative: Rich Lucas
Address: P.O. Box 50
City: CHILLICOTHE
State: IL
Zip Code: 61523
Phone: 309-274-6388

1. Quotations will be received in the office of THE PEORIA COUNTY ENGINEER, until 9:00 AM on 04/28/22, for furnishing materials required for 22-05000-00-GM. At that time bids will be publicly read.

2. Quotations will be taken for the time frame of 04/29/22 to 12/31/22.

3. Quotations shall be submitted on this form and enclosed in a sealed envelope endorsed "QUOTATIONS" with the section number.

4. Quotations will
   ☑ be placed on file and remain firm until the ending date listed in 2 above.
   ☐ be placed on file and remain firm until revised by the supplier(s).

The suppliers may revise their quotations by registered letter to the at least five (5) days before the end of the month. Quotations may only be revised by this procedure on a monthly basis. Any changed received will become effective on the first day of the month following notification. When quotations are revised by the supplier(s), the LPA reserves the right to review other accepted quotations and purchase materials from an available source that will result in the "lowest on-the-road cost".

5. The right is reserved by the Local Public Agency (LPA) to reject any and all quotations.

By order of: PEORIA COUNTY ENGINEER
Signature: [Sign]
Date: 4-5-22

The LPA reserves the right to re-advertise for new or additional quotations if not satisfied with the original or revised quotations on file. The original and revised quotations shall remain in effect unless terminated in writing by the LPA to the supplier(s). Purchases will be made only from those suppliers that submitted acceptable quotations at the initial or any subsequent public letting.

It is understood that all material will be tested and approved by the Illinois Department of Transportation. The requirements of the Standard Specifications for Road and Bridge Construction adopted by the Department shall govern insofar as they apply.

The quantities of materials shown are for information only. They represent the best known estimate of material needed. The actual quantities purchased may be increased or decreased by any amount subject to any maximum quantities specified by the supplier. Quotations with limits or conditions shall be rejected.

HIGHWAY DEPT
APR 18 '22 PM1:1

Printed 04/05/22 Page 1 of 2 BLR 12250 (Rev. 06/13/19)
## Materials Quotations

<table>
<thead>
<tr>
<th>Item</th>
<th>Delivery</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGGREGATE CA-10</td>
<td>FOB</td>
<td>TON</td>
<td>4,500</td>
<td>9.00</td>
<td>40,500</td>
</tr>
<tr>
<td>ROAD GRAVEL</td>
<td>TOWNSHIP</td>
<td>TRUCK</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned agrees to furnish any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

1. It is understood and agreed that the current “Standard Specifications for Road and Bridge Construction” adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.

2. It is understood that quantities listed are approximate only and they may be increased or decreased as needed to promptly complete the work at the above unit price quoted.

3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the “Material Quotations”. If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.

4. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer of employee of the State of Illinois; nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent or employee of the firm undersigned firm further certifies that it is not barred from contracting with any unit of State or Local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

### Bidder

**Galena Road Gravel**  
By: **Richard Humes**  
Date: **4/14/22**

### Signature of Local Public Agency

**Clay Besecker-Wich**  
Date: **5-10-22**

### Concurrence and Approval

Regional Engineer  
Date: ****
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: 2022 HALLOCK TOWNSHIP MATERIAL QUOTATION

RESOLUTION

WHEREAS, the County solicited for quotations for aggregate to be used for Hallock Township, designated as Section Number 22-05000-00-GM; and

WHEREAS, on April 28, 2022, quotations were received for CA 10 aggregate.

WHEREAS, the following vendors submitted acceptable quotations:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>SUBGROUPS QUOTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galena Road Gravel</td>
<td>Chillicothe / Lacon, IL</td>
<td>001 - Aggregate</td>
</tr>
</tbody>
</table>

BE IT RESOLVED, that the quotation received from Galena Road Gravel for CA 10 Aggregate be accepted with purchases dependent upon need and availability.

BE IT FURTHER RESOLVED, that the County Engineer be authorized to accept the aforementioned material quotations and that the County Treasurer be hereby authorized to issue checks from the County Motor Fuel Tax Fund, and the County Matching Tax Fund in payment of invoices as said invoices become due.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure                      LINE ITEM: 097-2-097-4-461-54303
                                                    097-2-097-4-461-54419
MEETING DATE: May 23, 2022                       AMOUNT: $730,000

ISSUE: AGREEMENT WITH THE ILLINOIS ENVIROMENTAL PROTECTION AGENCY FOR AN EROSION MITIGATION PROJECT ALONG DRY RUN CREEK IN WEST PEORIA

BACKGROUND/DISCUSSION:

In 1994, an Emergency Watershed Protection project was funded through the USDA to put in gabion baskets (erosion protection) along the slopes and banks of the Dry Run Creek, west of the Swords Avenue (County Highway D46) bridge in West Peoria. The gabion baskets are located on private property on both sides of the creek (north and south).

Late in 2019, the gabion walls in the creek adjacent to the county’s Swords Avenue bridge were compromised due to heavy rainfall and flash flooding. Additionally, a major sanitary sewer trunk line belonging to the Greater Peoria Sanitary District became exposed as a result of the flash flooding.

The property owner on the south side of the creek, Peoria Disposal Company, Inc. (PDC), was concerned about the proximity of the erosion to their facilities, especially the CNG (compressed natural gas) refueling station for their entire Peoria-based fleet of refuse trucks. PDC hired engineers from Mohr & Kerr and Christopher B. Burke Engineering to design mitigation measures. The estimated construction cost is $636,413. The interested parties, including GPSD and PDC, have met multiple times to review the situation, identify solutions, and methods of funding the project. In August of 2020, the County Board approved an agreement between the County, GPSD, and PDC to accomplish the following:

- Named Peoria County as the lead agency and initial project financier.
- Designated Peoria County as the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319(h) grant that will reimburse the County for 60% of the final costs post-construction. Details of the grant are further explained below.
- Established proportional shares of the required 40% local match between the County, GPSD, and PDC.
- Obligated GPSD and PDC to reimburse the County for their proportional shares of the required 40% local match.
- Identified the County’s source of funds as the County-State Capital Improvement (Keystone) Fund, and that all dollars reimbursed to the County will be booked as revenues in this fund.

The Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program is used for various waterway, stormwater, and erosion projects such as the one proposed. Peoria County has been awarded the IEPA grant for $435,848.00. The total project cost, including engineering, is estimated at $726,413.00. The local match portion of the project of $290,565.00 will be proportionally split among the participating entities. Section 319(h) is a reimbursement program. The grantee must perform the work, pay project costs, and submit an invoice with supporting documentation before Illinois EPA will reimburse the grantee for any approved eligible costs. Peoria County will upfront the project costs and will be reimbursed by the grant and the proportional match from the participating entities. Eligible grant recipients must be a Grant Accountability and Transparency Act (GATA) prequalified entity that have legal status to accept funds from the State of Illinois. The County is GATA prequalified, where PDC is not.
COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the agreement with the IEPA and obligate the project funding

COMMITTEE ACTION:

Approved 5/23/22 (4-0 Votes) Ms. Pastucha voted Aye Via Teleconference; Ms. Duncan Absent

PREPARED BY: Scott Sorrel / Amy Benecke McLaren    DATE: May 13, 2022

DEPARTMENT: County Administration / Highway
INTER-GOVERNMENTAL GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND
COUNTY OF PEORIA

DRY RUN CREEK RESTORATION

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and County of Peoria (Grantee), with its principal office at 324 Main Street, Peoria, Illinois 61602 and payment address (same), hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 071436208 is Grantee’s correct DUNS Number, that NA 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 is doing business as a (check one):

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

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 $435,848.00, of which $435,848.00 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 C99520021, the federal awarding agency is United States Environmental Protection Agency, and the Federal Award date is 8/9/2021. If applicable, the Assistance Listing Program Title is Nonpoint Source Implementation and Assistance Listing Number is 66.460. The Catalog of State Financial Assistance (CSFA) Number is 532-60-0378. The State Award Identification Number is 378-30809.

1.4. **Term.** This Agreement shall be effective on the date of Illinois EPA’s official signature and shall expire on August 30, 2024, 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 ENVIRONMENTAL PROTECTION AGENCY**

By: ____________________________

Signature of John J. Kim

By: ____________________________

Signature of Designee

Date: ____________________________

Printed Name: John J. Kim

Printed Title: Director

By: ____________________________

Signature of Jacob Poeschel

Date: ____________________________

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

**COUNTY OF PEORIA**

By: ____________________________

Signature of Authorized Representative

E-mail: ____________________________

Date: ____________________________

Printed Name: ____________________________

Printed Title: ____________________________

By: ____________________________

Signature of Chuck Gunnarson

Date: ____________________________

Printed Name: Charles Gunnarson

Printed Title: Chief Legal Counsel
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $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.


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

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


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

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

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

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

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

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

“Budget Period” has the same meaning as in 2 CFR 200.1.

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

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

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

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

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

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

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

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

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

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

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

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

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

“Period of Performance” has the same meaning as in 2 CFR 200.1.

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

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”
“Program” means the services to be provided pursuant to this Agreement.

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

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

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

“State” means the State of Illinois.

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

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

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

ARTICLE IV
PAYMENT

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

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

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

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.
4.5. **Payments to Third Parties.** Grantee agrees 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 Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

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

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

ARTICLE VI

BUDGET

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

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

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

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

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and


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

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

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

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

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.
7.6. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee’s accounting system. See 2 CFR 200.302.

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

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

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

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

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

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

(u) 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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

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

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).
ARTICLE XI

LOBBYING

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 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-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

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

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

ARTICLE XV
AUDIT REQUIREMENTS

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

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

(a) This Paragraph 15.2 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. Audit Requirements.

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

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

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

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

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

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

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

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

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(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, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 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 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.
ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided
23.2. **Prior Notification/Release of Information.** Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV**

**INSURANCE**

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

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

**ARTICLE XXV**

**LAWSUITS**

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

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

**ARTICLE XXVI**

**MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. **Precedence.**

(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.


26.14. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A
PROJECT DESCRIPTION

This project will implement best management practices (BMPs) to stabilize both banks and the channel on Dry Run Creek in the Middle Illinois River watershed (HUC 07130003) to reduce nonpoint source pollution to protect water quality. Site preparation will include removing existing failed gabions and other debris from the project site. BMP installation will include slope re-grading, stone toe protection, soil wraps, replanting native vegetation, and installation of gabion baskets where active erosion is occurring.

• OUTPUTS:
  ○ 450 feet of stream channel stabilization
  ○ 900 feet of streambank stabilization
  ○ 1 acre of permanent vegetative cover

• OUTCOMES:
  ○ Water quality restoration of Kickapoo Creek (IL_DL-01)
  ○ Reduced annual pollutant loadings of approximately 78 tons of sediment, 48 lbs. of phosphorus and 125 lbs. of nitrogen
### EXHIBIT B

**DEVELOPMENT OR MILESTONES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT COORDINATION</strong></td>
<td></td>
</tr>
<tr>
<td>1. Project Coordination</td>
<td>June 30, 2024</td>
</tr>
<tr>
<td><strong>BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION</strong></td>
<td></td>
</tr>
<tr>
<td>2. BMP Documentation Form (Part 1) and Design</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>O&amp;M Plan</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Sign Design</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Landowner Agreement</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Last Day to Start Implementation of BMP(s)</td>
<td>September 30, 2023</td>
</tr>
<tr>
<td>Complete Implementation of BMPs</td>
<td>May 15, 2024</td>
</tr>
<tr>
<td>BMP Documentation Form (Part 2) w/Invoices and</td>
<td>June 30, 2024</td>
</tr>
<tr>
<td>Photo Documentation</td>
<td></td>
</tr>
<tr>
<td><strong>EDUCATIONAL SIGN AND WEBSITE IMPLEMENTATION</strong></td>
<td></td>
</tr>
<tr>
<td>3. Draft Sign</td>
<td>March 31, 2023</td>
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<tr>
<td>Final Sign</td>
<td>July 31, 2023</td>
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<tr>
<td>Install Sign</td>
<td>December 31, 2023</td>
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<tr>
<td>Draft Website</td>
<td>August 31, 2023</td>
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<tr>
<td>Final Website</td>
<td>December 31, 2023</td>
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<tr>
<td>Publish Website</td>
<td>January 15, 2024</td>
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<tr>
<td><strong>PROJECT REPORT</strong></td>
<td></td>
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<tr>
<td>4. Draft Project Report</td>
<td>May 15, 2024</td>
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<tr>
<td>Final Project Report</td>
<td>June 30, 2024</td>
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<tr>
<td><strong>OTHER DIRECTED ACTIVITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Periodic Performance and Financial Reports</td>
<td>Quarterly as stipulated</td>
</tr>
</tbody>
</table>
EXHIBIT C

PAYMENT

The Grantee shall receive $435,848.00 under this Agreement.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL PROJECT COST:</td>
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<tr>
<td>Grantor Share:</td>
<td>$435,848.00</td>
</tr>
<tr>
<td>Grantee Share:</td>
<td>$290,565.00</td>
</tr>
</tbody>
</table>

60.0% of Total project cost
40.0% of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 11 of that year; otherwise, the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
EPA.FiscalServ@Illinois.gov
P.O. Box 19276; Mail Code #2
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.
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

<table>
<thead>
<tr>
<th>Name</th>
<th>Christine Davis/David Souther</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Manager, Watershed Management Section</td>
</tr>
<tr>
<td>Address</td>
<td>Illinois Environmental Protection Agency Bureau of Water, Nonpoint Source Unit Mail Code #15 P.O. Box 19276 Springfield, Illinois 62794-9276</td>
</tr>
<tr>
<td>Phone</td>
<td>(217) 782-3362</td>
</tr>
<tr>
<td>TTY#</td>
<td></td>
</tr>
<tr>
<td>Fax#</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:christine.davis@illinois.gov">christine.davis@illinois.gov</a></td>
</tr>
<tr>
<td>Address</td>
<td><a href="mailto:david.souther@illinois.gov">david.souther@illinois.gov</a></td>
</tr>
</tbody>
</table>

GRANTEE CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Amy McLaren</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Peoria County 324 Main Street Peoria, IL 61602</td>
</tr>
<tr>
<td>Phone</td>
<td>(309) 697-6440</td>
</tr>
<tr>
<td>TTY #</td>
<td>(309) 697-6440</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:amclaren@peoriacounty.org">amclaren@peoriacounty.org</a></td>
</tr>
</tbody>
</table>

Additional Information: 174
EXHIBIT E

PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practices (BMP) as identified in Exhibit A of this Agreement and as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Illinois’ Nonpoint Source Management Program.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following documents: 1) the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2023. Upon Grantor’s request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2023. Upon Grantor’s request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by March 31, 2023. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.
The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit E of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by March 31, 2023. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit E of this Agreement must begin by September 30, 2023. In the event that construction and implementation of the Designs developed in accordance with Item 4 of Exhibit E of this Agreement has not begun by September 30, 2023, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to August 30, 2023. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by May 15, 2024. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by June 30, 2024. Support documentation includes invoice and photographic documentation.

EDUCATIONAL SIGN AND WEBSITE IMPLEMENTATION

3. The Grantee shall create and install one (1) educational sign on the project site to inform the public about the Dry Run Creek Restoration Project. The sign can provide detail about implementation of the specific stabilization practices and their benefits to improve water quality through the reduction of nonpoint source pollution. The sign can also include topics such as: the history of the site, nonpoint pollution, watersheds, how BMPS can improve the water quality of Dry Run and Kickapoo Creek, or actions that the public can take to protect the creek.

The draft educational sign design shall be completed and submitted by the Grantee to the Grantor by March 31, 2023. The final educational sign design shall be completed and submitted by the Grantee to the Grantor by July 31, 2023. The sign shall be installed by December 31, 2023.

The draft website design shall be complete and submitted by the Grantee to the Grantor by August 31, 2023. The final website design shall be complete and submitted by the Grantee to the Grantor by December 31, 2023. The website shall be published by January 15, 2024.

PROJECT EVALUATION AND REPORT

4. The Grantee shall evaluate and prepare a report on the success of the Dry Run Creek Restoration Project in terms of water quality. The report shall document the project tasks, implementation schedule, and budget. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The draft report shall be completed and submitted by the Grantee to the Grantor for review and approval by May 15, 2024. The final report shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by June 30, 2024.
EXHIBIT F

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.
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.

The Grantor reviewed the risk posed by the Grantee. The risk level is: Medium to High for a) Financial and Regulatory Reporting, and b) Audit.

1. The following additional award conditions apply to this grant:
   a. Financial and Regulatory Reporting – requires more detailed reporting
   b. Audit – requires desk review of the status of implementation of corrective actions

2. The reasons for the risk level:
   a. Financial and Regulatory Reporting – medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment
   b. Audit – medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

3. The following additional award conditions apply to this grant. Upon request by Grantor:
   a. the Grantee shall implement a new or enhanced system, mitigating controls or a combination of both
   b. the Grantee shall implement corrective action plan implementation

4. The time allowed for completing the actions, if applicable:
   a. One year

5. The method for requesting removal of additional requirements:
   a. Removal requests must be submitted in writing. Requests should take the form of a signed letter with attached documentation and should be submitted to the Grantor Contact identified in Exhibit D of this Agreement.
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

In reference to Part One, Article IV, Item 4.7 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

In reference to Part One, Article XIII, Item 13.1 of this Agreement, the Grantee will submit the Periodic Financial Report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.1 of this Agreement, the Grantee will submit the Periodic Performance Report with supplemental attachment by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period of time that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and current status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

COVID-19 PROTECTION: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: “Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act.”

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.
### State of Illinois

**UNIFORM GRANT BUDGET TEMPLATE**

**State Agency:** Illinois Environmental Protection Agency  
**Organization Name:** Peoria County  
**Data Universal Number System (DUNS) Number:** 071436208  
**Catalog of State Financial Assistance (CSFA) Number:** 532-60-0378  
**CSFA Short Description:** FY21 Section 319 Grant Program  
**Fiscal Year:** FY21

#### Section A: State of Illinois Funds

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<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Total Expenditures</th>
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<tr>
<td>1. Personnel (Salary and Wages)</td>
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</tr>
<tr>
<td>2. Fringe Benefits</td>
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<tr>
<td>3. Travel</td>
<td>200.474</td>
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<tr>
<td>4. Equipment</td>
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<tr>
<td>5. Supplies</td>
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<tr>
<td>6. Contractual Services and Subawards</td>
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<td>7. Consultant (Professional Service)</td>
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<td>8. Construction</td>
<td>381,848.00</td>
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<td>9. Occupancy (Rent and Utilities)</td>
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<td>10. Research and Development (R&amp;D)</td>
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<td>11. Telecommunications</td>
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<td>12. Training and Education</td>
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<td>13. Direct Administrative Costs</td>
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<td>14. Miscellaneous Costs</td>
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<td>15. A. Grant Exclusive Line Item(s)</td>
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<td>16. Total Direct Costs (add lines 1-15)</td>
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<td>$</td>
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<tr>
<td>17. Total Indirect Costs</td>
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<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$</td>
<td>435,848.00</td>
</tr>
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**GOMBGATU-3002-(R-02-17) Page 1 of 23**
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Peoria County

NOFO Number: 378-1636

SECTION A - Continued - Indirect Cost Rate Information
If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options:

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois’ Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

[ ] is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
[ ] complies with other statutory policies.

The Restricted Indirect Cost Rate is:  

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: ___________________________ To: ___________________________ Approving Federal or State Agency: ___________________________

Indirect Cost Rate: ___% The Distribution Base Is: ___________________________
## State of Illinois
### UNIFORM GRANT BUDGET TEMPLATE

**Organization Name:** Peoria County  
**NOFO Number:** 378-1636

### Section B: Non-State of Illinois Funds

**Fiscal Year:** FY21

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Match Requirement %: 40 (Agency to Populate)</td>
<td></td>
</tr>
<tr>
<td>b) Cash</td>
<td>$290,565.00</td>
</tr>
<tr>
<td>c) Non-Cash</td>
<td>$</td>
</tr>
<tr>
<td>d) other Funding and Contributions</td>
<td>$</td>
</tr>
<tr>
<td>Total Non-State Funds (lined b through d)</td>
<td>$290,565.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries and Wages)</td>
<td>200.430</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200.318 &amp; 200.92</td>
<td>$</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>200.459</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td>$254,565.00</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200.465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200.87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200.472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. B. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$290,565.00</td>
</tr>
<tr>
<td>17. Total indirect Costs</td>
<td>200.414</td>
<td>$</td>
</tr>
</tbody>
</table>

**Rate %: **

**Base:**

**18. Total Costs State Grant Funds**

(Lines 16 and 17)

**MUST EQUAL REVENUE TOTALS ABOVE**

GOMBGATU-3002-(R-02-17)  
Page 3 of 23
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Peoria County
Data Universal Number System (DUNS) Number (enter numbers only): 071436208 Fiscal Year: FY21
Catalog of State Financial Assistance (CSFA) Number: 532-60-0378 CSFA Short Description: FY21 Section 319 Grant Program

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

Peoria County
Institution/Organization Name:

Chief Financial Officer
Title (Chief Financial Officer or equivalent):

Randy Brunner
Printed Name (Chief Financial Officer or equivalent):

Signature (Chief Financial Officer or equivalent):
7/30/2020
Date of Execution (Chief Financial Officer):

Peoria County
Institution/Organization Name:

County Administrator
Title (Executive Director or equivalent):

Scott Sorrel
Printed Name (Executive Director or equivalent)

Signature (Executive Director or equivalent)
7/30/2020
Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.
**State of Illinois**

UNIFORM GRANT BUDGET TEMPLATE

**FFATA Data Collection Form (if needed by agency)**

Under FFATA, all sub-recipients who receive $30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

<table>
<thead>
<tr>
<th>4-digit extension if applicable:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-recipient DUNS: 071436208</td>
</tr>
<tr>
<td>Sub-recipient Parent Company DUNS:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Name: Peoria County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-recipient DBA Name: Peoria County</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Street Address: 324 Main Street</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City: Peoria</th>
<th>State: IL</th>
<th>Zip-Code: 61602</th>
<th>Congressional District: 17 Federal</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Principal Place of Performance: 1113 N. Swords</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City: West Peoria</th>
<th>State: IL</th>
<th>Zip-Code: 61604</th>
<th>Congressional District: 18 Federal</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contract Number (if known):</th>
<th>Award Amount:</th>
<th>Project Period: From:</th>
<th>Project Period: To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$348,612.00</td>
<td>July 1, 2021</td>
<td>July 1, 2023</td>
</tr>
</tbody>
</table>

**State of Illinois Awarding Agency and Project Detail Description:**

Illinois Environmental Protection Agency

Dry Run Creek Restoration Project

**Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.**

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

   Yes ☐ No ☒

   If Yes, must answer Q2 below.

   If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

   Yes ☒ No ☐

   If No, you must provide the data. Please fill out the rest of this form.

**Please provide names and total compensation of the top five officials:**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
</tr>
</thead>
</table>

**GOMBGATU-3002-(R-02-17)**
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Personnel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

NON-State Total

Personnel Narrative (State):

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)
Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position(s)</th>
<th>Base</th>
<th>Rate (%)</th>
<th>Fringe Benefit Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td>%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")
3. Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

<table>
<thead>
<tr>
<th>Purpose of Travel/Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Travel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>State Total</td>
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<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>NON-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Travel Narrative (State):

Travel Narrative (Non-State): (i.e., "Match" of "Other Funding")
State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost Per Item</th>
<th>Equipment Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Total Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")
5). Supplies (2 CFR 200.94)
List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Duration</th>
<th>Cost Per Item</th>
<th>Supplies Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE: this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):
1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

<table>
<thead>
<tr>
<th>Item</th>
<th>Contractual Services Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td>State Total</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td>Non-State Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Contractual Services</td>
<td></td>
</tr>
</tbody>
</table>

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")
## State of Illinois
### UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—Indicate whether applicant’s formal, written Procurement Policy or the Federal Acquisitions Policy is used.

<table>
<thead>
<tr>
<th>Consultant Services (Fees)</th>
<th>Services Provided</th>
<th>Fee</th>
<th>Basis</th>
<th>Quantity</th>
<th>Consultant Services (Fee) Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher B. Burke</td>
<td>Survey, Engineering, Permitting and Project Coordination</td>
<td>$54,000.00</td>
<td>Lump Sum</td>
<td>1</td>
<td>$54,000.00</td>
<td>Add/Delte</td>
</tr>
<tr>
<td>Engineering, Ltd.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**State Total**

$54,000.00

| Christopher B. Burke       | Survey, Engineering, Permitting and Project Coordination | $36,000.00 | Lump Sum | 1       | $36,000.00                   | Add/Delte     |
| Engineering, Ltd.          |                                                               |        |           |          |                               |                |

**NON-State Total**

$36,000.00

**Total Consultant Services (Fees)**

$90,000.00

**Consultant Services Narrative (State):**
Survey, Engineering, Permitting and Project Coordination

**Consultant Services Narrative (Non-State):**
Survey, Engineering, Permitting and Project Coordination

<table>
<thead>
<tr>
<th>Consultant Expenses - Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Consultant Expenses Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
</table>

**State Total**

**NON-State Total**

**Total Consultant Expenses**

**Consultant Expenses Narrative (State):**

**Consultant Expenses Narrative (Non-State):** (i.e. “Match” or “Other Funding”)
8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restoration of Dry Run Creek</td>
<td>Construction of streambed and bank stabilization</td>
<td>$381,848.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td></td>
<td>State Total</td>
<td>$381,848.00</td>
<td>Delete</td>
</tr>
<tr>
<td>Restoration of Dry Run Creek</td>
<td>Construction of streambed and bank stabilization</td>
<td>$254,566.00</td>
<td>Add Delete</td>
</tr>
<tr>
<td></td>
<td>Non-State Total</td>
<td>$254,566.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Construction</td>
<td>$636,413.00</td>
<td></td>
</tr>
</tbody>
</table>

**Construction Narrative (State):**
Construction of streambed and bank stabilization to protect infrastructure and to protect downstream water quality.

**Construction Narrative (Non-State):** (i.e. "Match" or "Other Funding")
Construction of streambed and bank stabilization and to protect downstream water quality.
9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. NOTE: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Occupancy Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")
### 10). Research & Development (R&D) (2 CFR 200.87)

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

<table>
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<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Research and Development Cost</th>
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**Research and Development Narrative (State):**

**Research and Development Narrative (Non-State):** (i.e. "Match" or "Other Funding")
11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

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<tr>
<th>Description</th>
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<th>Telecommunications Cost</th>
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NON-State Total

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Total Telecommunications

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)
Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

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<th>Description</th>
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Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")
13. Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Direct Administrative Cost</th>
<th>Add/Delete Row</th>
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| State Total | % | | | | | | |

| NON-State Total | % | | | | | | |

| Total Direct Administrative Costs | | | | | | | |

Direct Administrative Costs Narrative (State): 

Direct Administrative Costs Narrative (Non-State): (i.e. “Match” or “Other Funding”)
14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
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NON-State Total

Total Other or Miscellaneous Costs

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

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<th>Description</th>
<th>Quantity</th>
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<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
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Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item  |  Delete Grant Exclusive Line Item
Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

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<th>Description</th>
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Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):
**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**Budget Narrative Summary**—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

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<tr>
<th>Budget Category</th>
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<th>Non-State</th>
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<tbody>
<tr>
<td>1. Personnel</td>
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<td>2. Fringe Benefits</td>
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<td>3. Travel</td>
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<td>4. Equipment</td>
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<td>5. Supplies</td>
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<td>6. Contractual Services</td>
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<td>7. Consultant (Professional Services)</td>
<td>$54,000.00</td>
<td>$36,000.00</td>
<td>$90,000.00</td>
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<td>8. Construction</td>
<td>$381,848.00</td>
<td>$254,565.00</td>
<td>$636,413.00</td>
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<td>9. Occupancy (Rent and Utilities)</td>
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<td>10. Research and Development (R &amp; D)</td>
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<td>11. Telecommunications</td>
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<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
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<td>16. Indirect Costs</td>
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<td>State Request</td>
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<td>Non-State Amount</td>
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<td><strong>TOTAL PROJECT COSTS</strong></td>
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<td>$726,413.00</td>
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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only
Grantee: Peoria County (3192107)

Data Universal Number System (DUNS) Number (enter numbers only): 071436208

Catalog of State Financial Assistance (CSFA) Number: 532-80-0378

Fiscal Year(s): FY 22-25

Initial Budget Request Amount: $435,848.00

Prior Written Approval for Expense Line Item: NA

Statutory Limits or Restrictions: NA

Checklist: NA

Final Budget Amount Approved: $435,848.00 CD 11/23/2021

Sanjay Sofat
Program Approval Name

Program Approval Signature

Date 11/30/21

Max Paller
Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date 11/30/21

Budget Revision Approved:

Sanjay Sofat
Program Approval Name

Program Approval Signature

Date

Max Paller
Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans
(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

Intergovernmental Grant Agreement between the County of Peoria and the Illinois Environmental Protection Agency (IEPA) for erosion mitigation funding along Dry Run Creek

RESOLUTION

WHEREAS, the COUNTY OF PEORIA and the Illinois Environmental Protection Agency are desirous to mitigate erosion issues along Dry Run Creek; and

NOW THEREFORE BE IT RESOLVED, that the COUNTY OF PEORIA enter into an Intergovernmental Grant Agreement with the Illinois Environmental Protection Agency for erosion mitigation funding along Dry Run Creek and that the County Administrator be authorized to sign the Agreement; and

BE IT FURTHER RESOLVED, that $730,000.00 be appropriated from the County-State Capital Improvement (Keystone) Fund to upfront the project costs and subsequently be reimbursed by the grant and project partners; and

BE IT FURTHER RESOLVED that the County Treasurer be authorized to issues checks from the County-State Capital Improvement (Keystone) Fund in payment of invoices for the project.

Respectfully submitted,

Infrastructure Committee
ISSUE: AGREEMENT WITH MORR & KERR AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ENGINEERING AND SURVEYING SERVICES FOR AN EROSION MITIGATION PROJECT ALONG DRY RUN CREEK IN WEST PEORIA

BACKGROUND/DISCUSSION:

Peoria County has been awarded a Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program grant from the Illinois Environmental Protection Agency (IEPA) to assist in mitigating erosion in the area of Dry Run Creek in West Peoria.

In August of 2020, the County Board approved an agreement between the County, GPSD, and PDC recognizing Peoria County as the lead agency and initial project financier.

Funds from the grant, along with local match obligated by affected entities, will reimburse the county for the engineering and construction of the project.

As the lead agency, Peoria County will hold the contract for engineering services for this project.

Upon State’s Attorney review and approval of the agreement, the County Administrator should then be authorized to sign the contract.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the agreement with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. and obligate the project funding

COMMITTEE ACTION:

APPROVED 5/23/22 (4-0 votes) Ms. Pastucha voted aye via teleconference; Ms. Duncan absent
May 16, 2022

Peoria County
6915 W Plank Road
Peoria, IL 61604

Attention: Amy McLaren, County Engineer

Subject: Professional Services Proposal to Prepare Final Streambank Stabilization Plans and Provide Grant Administration Assistance for the Dry Run Creek Restoration Project on Swords Avenue

Dear Ms. McLaren:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) and Mohr & Kerr Engineering & Land Surveying (MKELS) propose to prepare final engineering plans, complete permitting, provide construction administration and IEPA Section 319 Grant Administration Assistance for the Dry Run Creek Project, located to the west of Swords Avenue. Included in this proposal are our Understanding of Assignment, Scope of Services and Fee Estimate.

UNDERSTANDING OF ASSIGNMENT

Our understanding is that Peoria County has been awarded an IEPA Section 319 Grant to assist in funding of the streambank stabilization repairs to Dry Run Creek west of Swords Avenue. The project must be designed, permitted, contracted, and constructed. CBBEL and MKELS propose to assist Peoria County with the final design, permitting, contracting and construction observation of the project. CBBEL will also assist the County with preparation and submittal of the various Grant Administration documents required quarterly for the duration of the project through the completion of construction.

SCOPE OF SERVICES

The following services are proposed.

Task 1 – Topographic, Boundary, and Utility Survey: MKELS will prepare an updated survey of the project area. Prior improvements are not reflected in the current information; and to properly tie in the proposed improvements with the existing conditions requires the project area survey to be updated. Please see the attached MKELS proposal which provides greater definition of the work proposed.

Task 2 – Field Reconnaissance: An investigation of the project site will be completed to evaluate the current condition of the channel to assist in the design of the improvements. This visit will be completed following the Task 1 Topographic Survey.
Task 3 – Pre-Final and Final Design/Engineering Drawings (Contract Documents): CBBEL and MKELS will work together to prepare the pre-final and final engineering drawings. The pre-final drawings will be prepared and submitted to the various project stakeholders for review and comment. We have included up to two review iterations in the fee estimate. Once all comments have been addressed, the final engineering/permitting plan set will be prepared. Cost estimates and construction specifications at pre-final and final will also be prepared for review by the stakeholders.

As part of this design and collaboration with stakeholders, we will incorporate plans provided by the Greater Peoria Sanitary District (GPSD) into plans that CBBEL and MKELS prepare. These plans will be specific to the GPSD infrastructure.

Task 4 – U.S. Army Corps of Engineers and Illinois Department of Natural Resources Permitting: CBBEL Environmental Resources Staff will prepare, submit, and process the U.S. Army Corps of Engineers Permit (USACE) and Illinois Department of Natural Resources (IDNR) permit applications. The applications information will include the required exhibits, specifications, data, and project information.

We have assumed the USACE application will be processed as a Nationwide or Regional Permit. If the application is processed as an Individual Permit, a supplemental proposal will be prepared to cover the cost of the required additional services. We have assumed that the IDNR application will be processed as a Statewide Permit.

Task 5 – Bid Request Assistance: CBBEL will assist Peoria County in the preparation of a request for proposals from qualified contractors to complete the construction.

Task 6 – Construction Administration/Observation and Grant Administration Assistance: CBBEL and MKELS will assist Peoria County with Construction Administration and Observation. Please see the attached MKELS proposal for greater detail regarding this Task. CBBEL and MKELS will each provide staff as necessary, to visit the site evaluate the work and document construction progress. CBBEL will also assist Peoria County in the preparation of the support documentation that must be submitted to the Illinois Environmental Protection Agency on a quarterly basis through completion of Construction.

**FEE ESTIMATE**

We estimate the costs of the services to be the following:

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<th>Task</th>
<th>Cost</th>
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<td>Task 1</td>
<td>$ 4,000</td>
<td>($1,500 CBBEL + $2,500 MKELS)</td>
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<td>Task 2</td>
<td>$ 1,800</td>
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<tr>
<td>Task 3</td>
<td>$11,360</td>
<td>($3,000 CBBEL + $8,360 MKELS)</td>
</tr>
<tr>
<td>Task 4</td>
<td>$ 3,800</td>
<td></td>
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<tr>
<td>Task 5</td>
<td>$ 2,000</td>
<td></td>
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<tr>
<td>Task 6</td>
<td>$15,232</td>
<td>($6,000 CBBEL + $9,232 MKELS)</td>
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<tr>
<td>Direct Costs</td>
<td>$ 1,000</td>
<td>(Does not include review and application fees)</td>
</tr>
<tr>
<td>Total</td>
<td>$39,192</td>
<td></td>
</tr>
</tbody>
</table>
We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for review and application fees are not included in the Fee Estimate. Direct costs for mileage, blueprints, photocopying, postage, overnight delivery, messenger services, and report binding are included in the Fee Estimate. Please note that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed on a time and materials basis at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact me if you have any questions.

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
   General Terms and Conditions
   Mohr & Kerr Engineering & Land Surveying Proposal

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR PEORIA COUNTY:

BY: ________________________________

TITLE: ______________________________

DATE: ______________________________

JMA
N:\PROPOSALS\ADMIN\2022\Peoria County Dry Run Creek Restoration Grant.051622.docx
CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Charges* ($/Hr)</th>
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<tr>
<td>Principal</td>
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<tr>
<td>Engineer VI</td>
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<td>Engineer V</td>
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<td>Engineer IV</td>
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<td>Engineer III</td>
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<td>Survey V</td>
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<td>Survey III</td>
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<td>Survey II</td>
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<td>Survey I</td>
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<tr>
<td>Engineering Technician V</td>
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<td>Engineering Technician IV</td>
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<td>Engineering Technician III</td>
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<td>Engineering Technician I/II</td>
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<td>CAD Manager</td>
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<td>CAD II</td>
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<tr>
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<tr>
<td>Landscape Designer I/II</td>
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<td>Environmental Resource Specialist IV</td>
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<td>Environmental Resource Specialist III</td>
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<td>Environmental Resource Specialist I/II</td>
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<td>Environmental Resource Technician</td>
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<td>Administrative</td>
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<td>Engineering Intern</td>
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<td>Information Technician III</td>
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<td>Information Technician I/II</td>
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</tbody>
</table>

Direct Costs
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage  
Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.
1. **Relationship Between Engineer and Client**: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer**: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes**: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services**: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions
of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest
extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.
Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. **Client’s Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor’s Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are
specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

   Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

   Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:
**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the *Illinois* Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that *Illinois* law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the
Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor’s failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.
November 21, 2021

Christopher Burke Engineering
9575 W. Higgins Road
Suite 600
Rosemont, IL 60018

Attn: Jed Anderson

Re: Dry Run Creek

Dear Jed,

Thank you for your interest in Mohr and Kerr Engineering and Land Surveying (MKELS). We appreciate the opportunity to submit a proposal on the above-mentioned project. This proposal includes a Scope of Work, Budgetary Proposal, and General Conditions for preparation and submittal of construction plans and documentation for the proposed development.

CIVIL SCOPE OF WORK

Topographic, Boundary, and Utility Survey
MKELS will provide a topographic and utility survey of the portion of the creek that will be improved and additional topo at tie in locations. Much of this survey has been completed. We will be setting control for a GPSD aerial survey. GPSD will fly the area with a drone and post process the survey. We will supplement the survey with tie in location on gabions, pavements, add utilities and property line.

Contract Documents
MKELS shall prepare all contract documents based on the design documents used to obtain the grant.

MKELS will provide the following services and documents suitable for obtaining building permits:
1. Overall Site Plan
2. Design plans showing specific measures to stabilize creek and GPSD sanitary sewer.
3. Storm Water Pollution Prevention Plan
4. Construction Details to be provided by CBBEL and GPSD for incorporation into plans
5. Coordination/Meetings as required.
6. Prepare and advertise bid package.
7. Respond to Questions during bidding.
8. Prepare addenda information as required.
9. Incorporate all addenda and bidding RFI responses into a set of Construction Documents.
10. Attend bid opening and prepare bid tab and recommendation.

Construction Administration
MKELS will provide the following construction services:
1. Attend pre-construction meeting(s).
2. Attend engineer, contractor meetings.
3. Review shop drawings submittals for items requested in contact.
4. Review and respond to contractor RFIs.
5. Provide supplementary information and interpretations to successfully complete the project.
6. Conduct job-site observations twice weekly during construction. Assume 8 hours/week
for 12 week.

7. Prepare a punch list at substantial completion.

8. Compile as-built documents in final "as built" drawings per contractor mark-ups, RFI, submittals, changes, etc.

9. All electronic drawings completed for this project will be submitted in the most current version of AUTOCAD along with PDF copies of all drawings.

BUDGETARY PROPOSAL

CBBEL shall pay MKELS on a time and material basis to complete the above outlined scope as detailed below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topographic, Boundary, and Utility Survey</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>$8,360.00</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$9,232.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$20,092.00</strong></td>
</tr>
</tbody>
</table>

GENERAL CONDITIONS

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

Engineer shall not at any time supervise, direct, or have control over any contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor’s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor’s agents or employees or any other persons (except Engineer’s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

The parties acknowledge that Engineer’s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a
Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

MKELS: Engineering:

By: _____________________________ By: _____________________________

Date Signed: ___________________________ Date Signed: ___________________________

Steve Kerr

223
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

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

RE: Engineering Services Agreement for Dry Run Creek erosion mitigation

RESOLUTION

WHEREAS, Peoria County has a satisfactory relationship with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. to provide land surveying services and erosion mitigation engineering services; and

WHEREAS, Peoria County is desirous to mitigate erosion issues along Dry Run Creek.

NOW THEREFORE BE IT RESOLVED, that an engineering agreement with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. be approved; and

BE IT FURTHER RESOLVED that the County Administrator be designated as the officer to sign the engineering agreement after review and approval by the State’s Attorney; and

BE IT FURTHER RESOLVED that the sum of $40,000.00 be appropriated from the County-State Capital Improvement (Keystone) Fund to upfront the project costs and subsequently be reimbursed by the grant and project partners; and

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized to issue checks from the County-State Capital Improvement (Keystone) Fund in payment of invoices, as said invoices become due.

Respectfully Submitted,

Infrastructure Committee
Board of Health  
(Length of Term: 3 years)  
Aloysia Mitchell  
2021 W. Richwoods Blvd.  
Peoria IL 61604  
Expanding: 6/30/2025

Rahmat Na'Allah, MD,MPH  
17033 N. Trail View Drive  
Dunlap IL 61525  
Expanding: 6/30/2025

Jubilee Churchyard Cemetery Association  
(Length of Term: 6 years)  
Anthony Blodgett  
11511 W. Jubilee College Rd.  
Brimfield IL 61517  
Expanding: 6/30/2028

Lisa Sandall  
12801 W Legion Hall Rd  
Princeville IL 61559-9177  
Expanding: 6/30/2028

Richard Joyce  
11428 W. Grange Hall  
Brimfield IL 61517  
Expanding: 6/30/2028

Peoria County Plat Officers  
(Length of Term: 2 years)  
Kathi Urban  
324 Main Street, Room 301  
Peoria IL 61602-2332  
Expanding: 6/1/2024

Springdale Cemetery Committee  
(Length of Term: 4 years)  
Henry Blackwell  
6305 N. Jamestown Rd.  
Peoria IL 61615  
Expanding: 6/30/2026
Tri-County Regional Planning Commission
(Length of Term: 1 year)
Andrew Rand
1230 W. Moss Avenue
Peoria, IL 61606
Expiring: 6/30/2023

Donald White
302 Second
Chillicothe IL 61523
Expiring: 6/30/2023

Zoning Board of Appeals
(Length of Term: 5 years)
Lavonne Sammis
8510 W. Lancaster Road
Peoria IL 61607
Expiring: June 1, 2027
Replaces: John Harms
PEORIA COUNTY BOARD APPOINTMENTS
July 14, 2022

*Subject to Change*

NO TERMS SET TO EXPIRE
AGENDA BRIEFING

COMMITTEE: Land Use  
MEETING DATE: May 23, 2022  
LINE ITEM: N/A  
AMOUNT: N/A

ISSUE: Subdivision Waiver Case WAV-2022-0002

Petitioner(s): Robert Kendall / The Whitetail Group LLC

Waiver Requests: Section 20-3.16.2.3.b.2.b (Road Frontage Waiver)

Property Location: 13901 W Route 150 Brimfield, IL 61517
NE 1/4, Sec. 34 in Jubilee Township (07-34-200-003)

Zoning: “A-2” Agriculture

Land Use Form: Rural / Environmental Corridor

BACKGROUND/DISCUSSION: This case is located in District #16, which is member Matt Windish’s district. The petitioner, Robert Kendall / The Whitetail Group LLC, seeks approval of a waiver from Section 20-3.16.2.3.b.2.b of the Unified Development Ordinance. This section requires a minimum of 60 feet of public road frontage for parcels being created which are ten (10) or more acres in size.

The petitioner proposes to split an existing 200.33 acre parcel into tracts of 70.0 acres (Tract 1 – North) and 130.13 acres (Tract 2 – South). The 200.33-acre parcel contains an existing single family dwelling (13901 W Route 150).

According to the petitioner, an existing driveway allows for access to the proposed tracts from W. Route 150. The driveway is comprised of 11.04’ of public road frontage along W. Route 150, as well as a 12’ ingress/egress easement, for a total width of 23’.

The existing public road frontage will be retained by the proposed 130.13 acre parcel (Tract 2 – South). The petitioner proposes to record an additional easement which will allow both tracts to utilize the full width of the driveway for ingress/egress.

There was no objection from the GIS Department regarding addressing. The property is located in the NE ¼ of Section 34 in Jubilee Township (07-34-200-003).

COUNTY BOARD GOALS:

STAFF RECOMMENDATION: Approval w/ restriction:

1. As identified by the petitioner’s site plan, 20’ of perpetual easement(s) for ingress/egress to the proposed parcels from W. Route 150 must be created at the time of creation of the proposed parcels.

COMMITTEE ACTION: Approval with restriction (7-0) (Mr. Elsasser and Ms. Williams voted via teleconference)

PREPARED BY: Andrew Braun, Assistant Director
DEPARTMENT: Planning & Zoning
DATE: May 12, 2022
**PETITION FOR WAIVER FROM UNIFIED DEVELOPMENT ORDINANCE SUBDIVISION COMPLIANCE**

**Applicant Name:** Robert Kendal (the Urban Group LLC)  
**Address:** 1769 245th St  
**City:** Mound  
**State:** IL  
**Zip:** 62353  
**Owner's Name:** Same as above  
**Address:**  
**City:**  
**State:**  
**Zip:**  

**Parcel Address:** 13901 W Rt. 150 Brimfield IL 61517  
**Parcel ID #:** 07-34-200-003  
**Parcel Size:** 200 acres  
**Zoning:** A-2  
**Land Use Form Designation:** Rural + Environmental Corridor

**Tract Survey:** Subdivision  
**Number of Lots to be created:** 2  
**Ordinance Section(s) to be Waived:** Road Frontage 20-3.10.2.3.b.2.6

1. **Explanation of Request (include specific information):**  
   
   The existing parcel does not currently meet the road frontage requirements and therefore we are asking for a waiver of this requirement.

2. **What Hardship exists that prevents you from meeting the Ordinance's minimum requirements?**  
   
   The existing parcel already does not meet the road frontage requirement and therefore it could not meet said requirement ever.

3. **What impact will the approval of your request have on the immediate area?**  
   
   Since the parcel has always had the small road frontage that exists today, there will be zero impact on the immediate area. It will be used as it always has been.

I certify that statements made in this petition are true to the best of my knowledge, and that there are no restrictions, covenants or limitations which are filed of record in Peoria County, Illinois, which limit or effect the request that we are submitting.

**Signature:**  
**Date:** 4-26-22

<table>
<thead>
<tr>
<th>FOR OFFICE USE ONLY</th>
<th>ATTACHMENTS:</th>
<th>Site Plan:</th>
<th>Receipt No.</th>
<th>Fee Paid:</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>Y</td>
<td></td>
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<tr>
<td>NO</td>
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G:\SUBDIVISIONS\SUBDV. Forms\Waiver.2011.docx
Date: May 9, 2022
To: Amy McLaren, Josh Thompson
From: Taylor Armbruster, Planner 1
Re: May Unified Development Ordinance Waiver Request

INTEROFFICEMAIL

Enclosed please find the waiver request for the May 2022 Land Use Committee meeting.

WAV-2022-0002:
The petitioner, Robert Kendall / The Whitetail Group, LLC, seeks approval of a waiver from Section 20-3.16.2.3.b.2.b of the Unified Development Ordinance. This section requires a minimum of 60 feet of public road frontage for parcels being created which are ten (10) or more acres in size.

The petitioner proposes to split an existing 200.33 acre parcel into tracts of 70.0 acres and 130.13 acres. The existing 200.33 acre parcel contains an existing single family dwelling (13901 W Route 150) and 11.04 ft of public road frontage along W Route 150. The road frontage will be retained by the proposed southern 130.13 acre parcel.

According to the petitioner’s site plan, a recorded 12’ ingress/egress easement for the benefit of the existing 200.33 acre parcel exists on the parcel immediately adjacent to the north (PIN 0716400002). The petitioner proposes to create an additional 8’ ingress/egress easement for the benefit of the southern 130.13 acre parcel. The property is located in the NE ¼ of Section 34 in Jubilee Township (07-34-200-003).

The Land Use Committee meeting is scheduled for Monday, May 23, 2022. I would greatly appreciate any comments regarding this waiver request no later than Friday, May 13, 2022, so that my report to the Land Use Committee includes your comments. If I do not receive any comments by the 13th, I will assume you have no comment, and as such will be reflected in my report.
May 12, 2022

Robert Kendall / The Whitetail Group LLC
1769 745e St
Mount Sterling, IL 62353

RE: May 23, 2022
Land Use Committee meeting

Dear Applicant,

For your information I have enclosed a copy of a report that pertains to your subdivision public road frontage waiver request. This office prepared the report and recommendation for the Land Use Committee. The Land Use Committee of the Peoria County Board will entertain your request for a waiver from strict compliance with the Peoria County Unified Development ordinance.

Please be aware that the Land Use Committee meeting will be held on Monday, May 23, 2022 at 4:00 p.m. in Room 402 in the Peoria County Courthouse. This case is scheduled to go to the County Board (Room 403) on June 9, 2020 at 6:00 p.m. for final approval.

If you find that you have any questions, do not hesitate to contact me.

Sincerely,

Andrew Braun
Assistant Director
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE: Modification of subdivision regulations for Robert Kendall / The Whitetail Group LLC, for a part of the NE ¼ of Section 34, Jubilee Township, Peoria County, Illinois

RESOLUTION

WHEREAS, the County of Peoria has adopted a Unified Development Ordinance which regulates the subdivision of land and which is found in Chapter 20 of the Peoria County Code; and

WHEREAS, Section 20-3.15 of the Unified Development Ordinance allows for modification of the regulations within the Ordinance; and

WHEREAS, this Committee has determined that Robert Kendall / The Whitetail Group LLC, will incur an extraordinary hardship if required to comply with Section 20-3.16.2.3.b.2.b; and

WHEREAS, this Committee has determined that waiving compliance with Section 20-3.16.2.3.b.2.b will not nullify the purpose of the comprehensive plan or the Unified Development Ordinance; and

WHEREAS, your Land Use Committee would recommend waiving compliance with Section 20-3.16.2.3.b.2.b requires a minimum of 60 feet of public road frontage for parcels being created which are ten (10) or more acres in size.

NOW THEREFORE BE IT RESOLVED, by the Peoria County Board, that waiver of compliance with Section 20-3.16.2.3.b.2.b is approved with the following restriction:

1. As identified by the petitioner’s site plan, 20’ of perpetual easement(s) for ingress/egress to the proposed parcels from W. Route 150 must be created at the time of creation of the proposed parcels.

RESPECTFULLY SUBMITTED,
LAND USE COMMITTEE
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FOR
PROCLAMATION EXTENDING THE DECLARATION OF EMERGENCY DUE TO COVID-19 IN PEORIA COUNTY, ILLINOIS
FOR

PROCLAMATION EXTENDING THE
DECLARATION OF EMERGENCY DUE
TO COVID-19 IN PEORIA COUNTY,
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FOR

PROCLAMATION EXTENDING THE
DECLARATION OF EMERGENCY DUE
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