



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Sheryl Prather	Chairman Building
Alderman Natalie Mulhall	Vice-Chairman Building
Alderman Ric Brereton	Chairman Finance and Personnel
Alderman Wendy Frank	Vice -Chairman Finance and Personnel
Alderman Tom Porter	Chairman Planning & Zoning
Alderman Mike McGee	Vice-Chairman Planning & Zoning
Alderman Clayton Stevens	Chairman Public Safety
Alderman Matthew Fleury	Vice-Chairman Public Safety
Alderman Marsha Freeman	Chairman Public Works
Alderman Daniel Snow	Vice-Chairman Public Works

AGENDA

February 27, 2023
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:
 - (A) Police Department – Update.
 - (B) Police Department – Life Saving and Valor Awards.
 - (C) Fire Department – Update.

3. Other:
 - (A) WWTP Primary Clarifiers Rehabilitation – Construction Engineering.
 - (B) Chlorine Room Floor Replacement – Bid Tabulation.
 - (C) Irene Road Realignment Project.
 - (D) Resolution Authorizing the Mayor to Execute a Local Agency/Company Agreement for the Development of Project Kelly.
 - (E) Resolution Establishing a Class II or Prohibited Truck Route.
 - (F) Logan Ave. Rehabilitation Project – Change Order #4.
 - (G) Block Party Request – 320 N. State Street.
 - (H) Parade Resolution.
 - (I) Video Gaming Location Permits/ Annexation Agreements & Development Agreements.
 - (J) Ambulance Billing Services Agreement.

4. Finance & Personnel, Unfinished Business: None.

5. Finance & Personnel, New Business:
 - (A) Finance Department – Update.
 - (B) FY 2024 – Administrative, Capital and Personnel Budget.

6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/15/2023
Re: Primary Clarifiers Rehabilitation – Construction Engineering - WWTP

Attached is a proposal from Baxter & Woodman, in an amount not-to-exceed \$170,700.00, for construction engineering for the rehabilitation of the primary clarifiers at the WWTP. The contract for construction of this project \$1,516,000.00.

I would recommend approval of the proposal from Baxter & Woodman, in an amount not-to-exceed \$170,700.00, for construction engineering for the primary clarifiers rehabilitation project. This work will be paid for from ARPA Funds and Sewer Depreciation Funds.

**CITY OF BELVIDERE, ILLINOIS
PRIMARY CLARIFIER REPAIRS
CONSTRUCTION ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 201087.60

Project Description:

The Engineer will provide construction engineering for equipment replacement and minor structural repairs for the two primary clarifiers at the Wastewater Treatment Plant as described in Attachment A.

Engineering Services:

The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed **\$170,700.00**.

Please sign and return one copy for our files.

Submitted by: **Baxter & Woodman, Inc.**

By: 

Title: Vice President

Date: February 7, 2023

Approved by: **City of Belvidere, Illinois**

By: _____

Title: _____

Date: _____

Additional Comments and Conditions:

PROJECT DESCRIPTION

The Engineer will provide construction engineering for equipment replacement and minor structural repairs for the two primary clarifiers at the Wastewater Treatment Plant.

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

2. **PROJECT INITIATION**
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
 - B. Attend preconstruction conference, prepare associated conference agenda, and review the Contractor's proposed construction schedule and list of subcontractors.

3. **CONSTRUCTION ADMINISTRATION**
 - A. Attend up to nine (9) periodic construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - C. Review construction record drawings for completeness prior to submission to CADD.
 - D. Prepare up to two (2) construction contract change orders when authorized by the Owner.
 - E. Review up to thirteen (13) Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - G. Project manager or other office staff visit site as needed.

4. **FIELD OBSERVATION - PART TIME**
 - A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays (approximately 12 hours per week, for up to 448 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity

with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
 - C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
 - D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
 - E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
5. SUBSTANTIAL COMPLETION OF PROJECT
- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Attend and administer a substantial completion walkthrough with the Owner, prepare written deficiency lists during substantial completion inspections.

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- B. Prepare Certificate of Substantial Completion.
6. COMPLETION OF PROJECT
- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Certificate of Substantial Completion. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- C. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.
7. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

PROJECT SCHEDULE

Baxter & Woodman, Inc. shall be authorized to commence the Services set forth herein upon execution of this Agreement. Project tasks shall be completed according to the below schedule.

<u>Milestone</u>	<u>Date</u>
Construction Services Commence (Project Initiation)	March 6, 2023
Shop Drawings Approved/Equipment Released	May 26, 2023
Clarifier #1 Demolition Commences	August 28, 2023
Part-Time Observation Commences	August 28, 2023
Clarifier #1 Equipment Delivered	October 9, 2023
Clarifier #1 Painting Commences	November 6, 2023
Clarifier #2 Equipment Delivered	February 25, 2024
Clarifier #2 Painting Commences	March 18, 2024
Substantial Completion (440 Days)	June 14, 2024
Final Completion (500 Days)	August 13, 2024

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/15/2023
Re: Chlorine Room Floor Replacement – Bid Tabulation

The chlorine used by both the Water Department and the WWTP is stored in the chlorine room at the WWTP. There were large voids under the floor causing settlement and cracking. City crews removed the existing floor and prepared the base for the new concrete floor. Ollmann, Ernest, Martin Architects designed the new floor and containment walls. The following bids were received for pouring the new floor and containment walls based on the architect's plan:

- | | |
|---|-------------|
| 1. B & K Concrete
1013 IL Rt 173
Caledonia, IL 61011 | \$19,150.00 |
| 2. Cordray Brothers, Inc
9555 Lawrenceville Road
Garden Prairie, IL 61038 | \$24,775.00 |
| 3. TCI Concrete, Inc
129 South Phelps Avenue
Rockford, IL 61108 | \$27,205.00 |

I would recommend approval of the low bid from B & K Concrete, in the amount of \$19,150.00, for pouring the chlorine room floor and containment walls. This cost of this work will be split between the Water Depreciation Fund and Sewer Depreciation Fund.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/16/2023
Re: Irene Road Realignment Project

Attached to this memo is the Intergovernmental Grant Agreement between IDOT and the City of Belvidere for the Irene Road Realignment Project. The EDP grant will pay for 100% of the construction costs of the improvements on State right-of-way and 50% of the construction costs of the improvements on City right-of-way for a total not-to-exceed amount of \$1,282,230.00.

I would recommend approval of the EDP Intergovernmental Grant Agreement with IDOT and authorize the Mayor to sign the agreement for the Irene Road Realignment Project.

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION (IDOT)
AND
City of Belvidere

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield IL 62764, and City of Belvidere (Grantee), with its principal office at 401 Whitney Blvd., Belvidere, IL 61008 and payment address (if different than principal office) at _____, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 031050040 is Grantee's correct DUNS Number, that 36-6005792 is Grantee's correct UEI, if applicable, that _____ is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$1,282,230.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is Not Applicable, and the Federal Award date is Not Applicable. If applicable, the Assistance Listing Program Title is No Applicable and Assistance Listing Number is Not Applicable. The Catalog of State Financial Assistance (CSFA) Numbers are 494-00-0957 and 494-00-0958. The State Award Identification Number is .

1.4. Term. This Agreement shall be effective upon execution of the agreement and shall expire on (See Exhibit E), 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONAL BLANK

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Omer Osman, Secretary

Date: _____

By: N/A _____
Signature of Designee (if applicable)

Date: _____

Printed Name: _____

Printed Title: _____

By: _____
Yangu Kim, Chief Counsel

Date: _____

By: _____
Vicki L. Wilson, Chief Fiscal Officer

Date: _____

By: _____
Signature of Other Approver (if applicable)

Date: _____

Printed Name: Stephen M. Travia, P.E.

Printed Title: Director of Highways/Chief Engineer

(Grantee Name)

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Clinton Morris

Printed Title: Mayor

E-mail: cmorris@ci.belvidere.il.us

By: _____
Signature of Other Authorized Representative (if applicable)

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

**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.

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

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

“Budget Period” has the same meaning as in 2 CFR 200.1.

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

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

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

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

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

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

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

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

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

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Period of Performance" has the same meaning as in 2 CFR 200.1.

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

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

"Program" means the services to be provided pursuant to this Agreement.

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

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

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

“State” means the State of Illinois.

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

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

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

ARTICLE IV PAYMENT

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

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

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

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

4.5. Payments to Third Parties. Grantee agrees 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
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

7.5. 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). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

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

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

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) 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.

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

ARTICLE XV AUDIT REQUIREMENTS

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

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

(a) This Paragraph 15.2 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 in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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

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

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire

agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

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

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EXHIBIT A


PROJECT DESCRIPTION

PROJECT DESCRIPTION

CSFA Number: 494-00-0957/494-00-0958

NOSA/SAIN Number: [REDACTED]

GATA Registration Number: 679660

 Illinois Department of Transportation	Grantee		Day Labor	Grantee Administered	RR Force Account
	City of Belvidere		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Section Number			Fund Type	ITEP, SRTS, or HSIP Number(s)	
21-00113-00-FP			EDP/TARP	[REDACTED]	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-027-23	[REDACTED]	P-92-074-23	[REDACTED]	[REDACTED]	[REDACTED]

Location

Local Name Irene Rd Route _____ Length 0.47 (mi)

Termini Union Pacific Railroad to US 20

Current Jurisdiction City of Belvidere TIP Number 14-23-1 Existing Structure No [REDACTED]

PROJECT DESCRIPTION

(PROJECT is defined as the work proposed and financed by the terms of this Agreement)

The project includes preliminary engineering, removal of existing roadway, construction of new 80,000 lb. three-lane roadway section including appurtenances and construction engineering.

EXHIBIT B

DELIVERABLES OR MILESTONES

As applicable, contracts or side agreements referenced below are identified with the same project identifying numbers as noted in Exhibit A.

Construction: Completion of construction activities as specified by the construction contract herein incorporated by reference.

Preliminary and Construction Engineering: Completion of engineering work as specified by the Grantee's engineering agreement herein incorporated by reference.

Right-of-Way: Preparation of right-of-way documents and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the Grantee's agreement with the utility herein incorporated by reference.

Materials: Purchase and delivery of the materials specified by the material proposal herein incorporated by reference.

Railroads: Completion of railroad force account work, flagging, or other work specified by the Grantee's agreement with the railroad herein incorporated by reference.

EXHIBIT C

PAYMENT

Division of Cost/Budget

Type of Work	State Funds			Grantee Funds			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	TARP	76,900.00	100				76,900.00
Participating Construction	EDP	196,830.00	100				196,830.00
Participating Construction	EDP	905,340.00	50	Local Match	905,340.00	50	1,810,680.00
Preliminary Engineering	EDP	50,560.00	50	Local Match	50,560.00	50	101,120.00
Construction Engineering	EDP	52,600.00	50	Local Match	52,600.00	50	105,200.00
							0.00
							0.00
							0.00
Totals		1,282,230.00			1,008,500.00		2,290,730.00

The costs shown in the Division of Cost table are approximate and subject to change. The final **GRANTEE** share is dependent on final State participation. The actual costs will be used in the final division of cost for reimbursement.

NOTE: Check all that apply:

- The **GRANTOR** will reimburse the **GRANTEE** for eligible EDP construction and engineering cost of the project subject to a maximum of \$1,250,330.
- 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$76,900 to applied solely to construction costs.
-

Any remaining balance shall be the responsibility of the **GRANTEE** in the event state funds are not sufficient to cover the project costs.

Payment Method (check one):

- The **GRANTOR** will reimburse the **GRANTEE** for the **GRANTOR** share of project costs on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**.
- Upon execution of the construction contract and request of payment from the **GRANTEE**, the **GRANTOR** will pay the **GRANTEE** 95% of its share of the project costs. The remaining 5% will be paid to the **GRANTEE** upon receipt of the final invoice.



EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Shawn Ortgiesen, P.E.
Title: District 2 - (Acting) Local Roads Engineer
Address: 819 Depot Ave., Dixon, IL 61021
Phone: 815-284-5381
TTY#: [REDACTED]
Fax#: [REDACTED]
E-mail Address: Shawn.Ortgiesen@illinois.gov

GRANTEE CONTACT

Name: Brent Anderson
Title: Director of Public Works
Address: 401 Whitney Blvd., Belvidere, IL 61008-3693
Phone: 815-544-9256
TTY#: [REDACTED]
Fax#: [REDACTED]
E-mail Address: banderson@ci.belvidere.il.us

Additional Information: [REDACTED]

EXHIBIT E

PERFORMANCE MEASURES

For All Projects: The **GRANTEE** will submit to the **GRANTOR** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The **GRANTEE** shall provide the final report to the appropriate **GRANTOR** district within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Construction Projects: For Construction projects the period of performance (end date) is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

For Preliminary Engineering: For preliminary Engineering projects, the period of performance (end date) is ten (10) years from the execution date of the agreement.

For Right-of-Way Acquisition: For Right-of-Way projects the period of performance (end date) is fifteen (15) years from the execution date of the agreement.

For EDP Funds Only: The **GRANTEE** has entered into an economic development agreement with [REDACTED] herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the **GRANTOR** for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form and the agreement between the **GRANTEE** and the COMPANY delineating the reporting requirements shall be attached in Part Three.

It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the **GRANTOR** will seek reimbursement of the Economic Development funds provided for this project from the **GRANTEE**. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment required above. Failure to submit the required employment report will be considered default on the COMPANY's commitment

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards are contained herein and incorporated by reference:

The current Standard Specifications for Road and Bridge Construction

The current Supplemental Specifications and Recurring Special Provisions

The IDOT Bureau of Local Roads and Streets Manual

The IDOT Bureau of Construction Manual

The IDOT Project Procedures Guide

Other relevant IDOT policy manuals and guides that may govern the specific work contemplated by 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.

Enter ICQ/PRA Risks Here (refer to GATA Sharepoint site for standard ICQ/PRA language by going to: GATA Documents / 7. Agreements / Exhibits/ FY19 / Exhibit G - ICG Language-PRA-Merit)

SEE FOLLOWING PAGE

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:

AUDIT

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

ETHICS

Code of Conduct

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

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

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

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be

performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

DISPUTE RESOLUTION

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

PROCUREMENT PROCEDURES

Procurements shall follow procedures outlined in the Bureau of Local Roads and Streets Manual.

REPORTING.

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

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

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending with the Grantee's most recent fiscal year.

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

THE GRANTEE AGREES:

1. It is mutually agreed that the project will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The **GRANTEE** agrees to retain jurisdiction and to maintain or cause to be maintained the completed project in a manner satisfactory to the **GRANTOR** unless otherwise specified by addendum.
3. To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

4. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
5. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
6. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
7. The **GRANTEE** will certify to the **GRANTOR** that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the **GRANTEE** advertising for bids for the project.
8. To regulate parking and traffic in accordance with the approved project report.
9. To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
10. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
11. If the **GRANTEE** signature is by an appointed official, a resolution authorizing said appointed official to execute this agreement is required.
12. Upon approval of the final plans and specifications by the **GRANTOR** and the **GRANTEE**, the **GRANTEE** agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the **GRANTOR**.
13. The **GRANTEE** agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the **GRANTOR**.
14. The **GRANTEE** will submit supporting documentation with each request for reimbursement from the **GRANTOR**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **GRANTEE** invoice requests to the **GRANTOR** will be submitted with sequential invoice numbers by project.

THE GRANTOR AGREES:

1. (**GRANTEE** Administered Projects) For agreements with **GRANTOR** funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **GRANTEE** for the **GRANTOR** share on the basis of periodic billings within timeframes specified in Exhibit E, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**;

- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **GRANTOR** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **GRANTOR**.

IT IS MUTALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

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:

Attachments:

Location Map

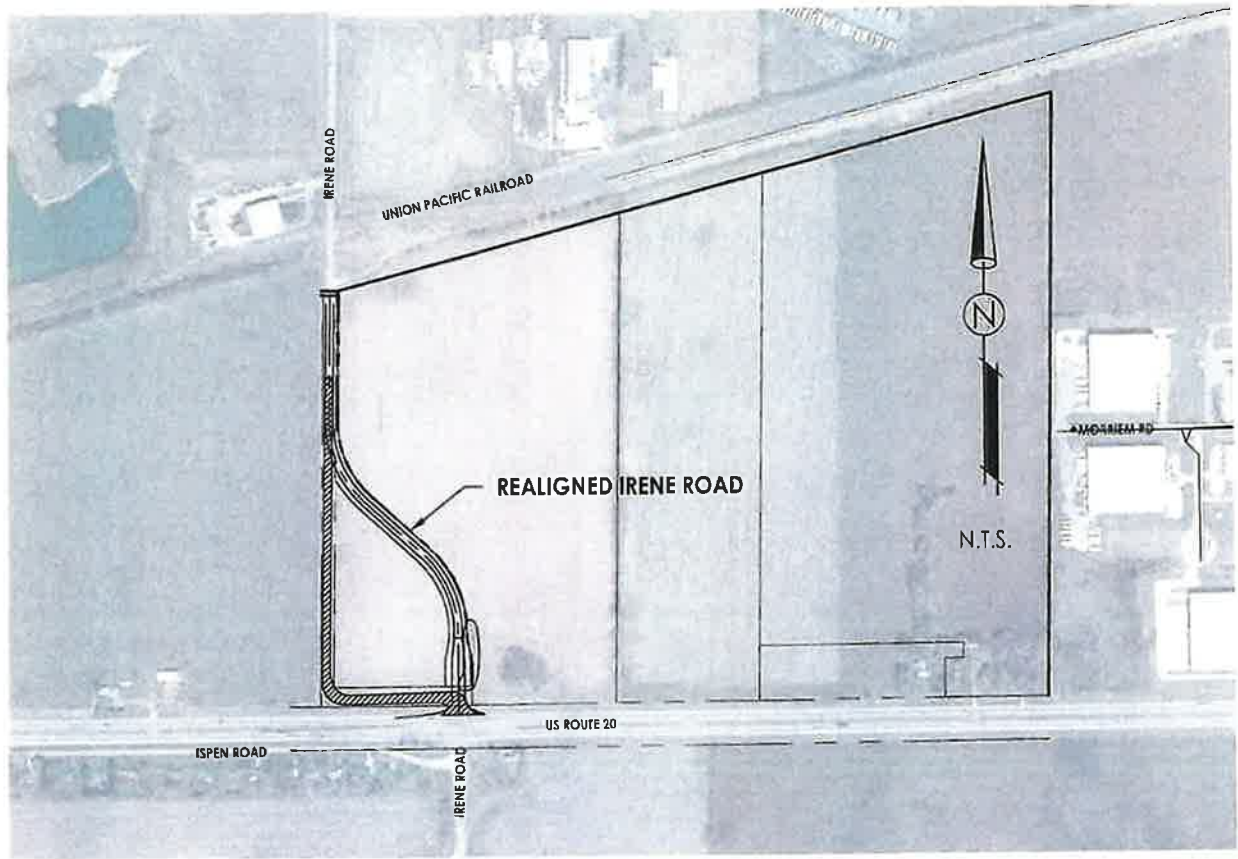
Employment Reporting Form (*when EDP funds are used*)

Local Public Agency/Company Agreement (*when EDP funds are used*)

80,000 lb. Truck Access Resolution (*when TARP funds are used*)



IRENE ROAD REALIGNMENT



N.T.S.



700 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008
PHONE: (815) 547-8435, FAX: (815) 544-0421
ILLINOIS DESIGN FIRM NO. 184-001260

RESOLUTION #

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A LOCAL AGENCY / COMPANY AGREEMENT FOR
THE DEVELOPMENT OF PROJECT KELLY

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The Local Agency/Company development agreement between the City of Belvidere and General Mills Operations, LLC, attached hereto and incorporated herein by this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached Local Agency / Company Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this day of
March, 2023.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:
Nays: .
Absent: .

Date Approved:

J:\Draft Ordinances\GM Clawback agreement authorization.doc

LOCAL AGENCY/COMPANY
AGREEMENT

THIS AGREEMENT is made as of the ___ day of ___, 2023 by and between the City of Belvidere, Illinois, hereinafter called the LOCAL AGENCY and General Mills Operations, LLC, hereinafter called the COMPANY.

WHEREAS, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY has entered into an annexation agreement calling for the development of a 1.3 million square foot warehouse and distribution facility (the Facility) to be operated by COMPANY; and

WHEREAS, construction of the Facility requires reconstruction and re-alignment of Irene Road adjacent to the Facility; and

WHEREAS, the LOCAL AGENCY will enter into an agreement (Agreement No. P-92-074-23) with the Illinois Department of Transportation (IDOT), hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

WHEREAS, the COMPANY has proposed a project that will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY's economic base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. REPORTING REQUIREMENTS

- 1.1 As required by Public Act 93-552, the COMPANY is required to submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- 1.2 The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information as shown on Exhibit I.
- 1.3 All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.

II. DEFAULT AND REMEDIES

- 2.1 The COMPANY shall make or cause to be made the investment in the Project which shall create and/or retain a minimum of 46 full-time jobs at the facility on or before December 1, 2024.
- 2.2 In the event the COMPANY fails to create or retain or cause to be created or retained the requisite number of full-time jobs, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default. If declared in default, the COMPANY shall be put on suspension and shall be prohibited from completing any current or providing any future development assistance until the STATE receives proof that COMPANY has come into compliance with the requirements of Public Act 93-552

III. TERMINATION

- 3.1 This Agreement may be terminated at any time by written, mutual agreement of the parties.
- 3.2 This Agreement, and all further obligations of the parties hereunder, will terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section 1.

IV. GENERAL PROVISIONS

- 4.1 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 4.2 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties. The foregoing recitals are incorporated herein by this reference.
- 4.3 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois without regard to conflicts of law provisions. Any action brought to enforce, or relating to, this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois.

APPROVED BY

General Mills Operations, LLC

Title: Vice President

Signature: _____

Date



2-16-23

APPROVED

City of Belvidere

By _____

Mayor/President

Date _____



Resolution Establishing a Class II or Prohibited Truck Route

Resolution Number 2023-4

WHEREAS, the State of Illinois by its General Assembly has enacted the Illinois Vehicle Code, and WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Prohibited Truck Route highways within their jurisdiction, and its accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, City of Belvidere is desirous of designating truck routes under their jurisdiction as follows:

NOW THEREFORE, BE IT RESOLVED, that the portion of roadways as listed below will be designated as shown.

Table with 5 columns: Route/Street Name(s), Beginning Termini, Ending Termini, Length, Designation. Row 1: Irene Road, US Route 20, Union Pacific Railroad, 2,170, Class II Truck Route

Add Row

BE IT FURTHER RESOLVED, that City of Belvidere in accordance with 625 ILCS 5/15-116 which requires local public agencies to provide the Department of Transportation with reference contact names and telephone numbers provides contact information as follows:

Table with 3 columns: Name, Title, Phone Number. Row 1: Brent Anderson, Director of Public Works, (815) 544-9256

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit three (3) certified originals of this resolution to the district office of the Department of Transportation along with a location map indicating the roadways being classified.

I, Sarah Turnipseed, City Clerk in and for said City of Belvidere in the State aforesaid, and keeper of the records and files thereof,

as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by City of Belvidere at a meeting held on 03/06/2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023

(SEAL, if required by the LPA)

Signature & Date

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/23/2023
Re: Logan Avenue Rehabilitation Project – Change Order #4

Attached to this memo is Change Order #4, in the amount of \$35,398.54, for the Logan Avenue Rehabilitation Project. Included in this change order are the following items:

Additional traffic control for ComEd utility relocations:	\$ 4,200.00
Change painted pavement markings to thermoplastic pavement markings for longevity and greater visibility:	\$16,198.54 (Net addition: \$ 7,963.54)
Addition of Petromat underlayment at the Caswell Sreet intersection:	\$15,000.00

I would recommend approval of Change Order #4, in the amount of \$35,398.54, for the Logan Avenue Rehabilitation Project. This change represents a 1.3% increase to the original contract amount of \$2,671,812.59. This work will be paid for from Line Item #10-5-310-8021.

CHANGE ORDER NO. 4

You are directed to make the following changes in the Contract Documents

PROJECT:	Logan Avenue Reconstruction	DATE OF ISSUANCE:	February 6, 2022
OWNER:	City of Belvidere, Illinois	ENGINEER:	Arc Design Resources, Inc.
CONTRACTOR:	N-Trak Group	ENGINEER's Project No.	18148

Description:

1. Provide for an adjustment to the Contract Amount for additional costs associated with additional traffic control.
Proposed Cost for this Item.....\$4,200.00
2. Provide for an adjustment to the Contract Amount for additional costs associated with thermoplastic pavement markings.
Proposed Cost for this Item.....\$16,198.54
3. Provide for an adjustment to the Contract Amount for additional costs associated with the installation of Petromat.
Proposed Cost for this Item.....\$15,000.00

Purpose of Change Order:

1. Provide for an adjustment to the Contract Amount for additional costs associated with additional traffic control. The additional traffic control was utilized in the beginning of the project to expedite the process of having ComEd relocate the utility poles. The cost associated with this work is above and beyond the Contractor's Bid for this project, and was unforeseeable at the time of Bid.
2. Provide for an adjustment to the Contract Amount for additional costs associated with thermoplastic pavement markings. The City of Belvidere's public works department requested that the pavement markings be changed to thermoplastic rather than paint. The original contract amount was \$8,235.00. This would be an increase to the original contract in the amount of \$7,963.54. The cost associated with this work is above and beyond the Contractor's Bid for this project, and was unforeseeable at the time of Bid.
3. Provide for an adjustment to the Contract Amount for additional costs associated with the installation of Petromat. After the first coarse of asphalt was installed an area at the intersection of Logan Avenue and Caswell Street showed an unusual amount of cracking. After inspection by the Contractor, Engineer, and City representatives, it was decided the best solution would be to install the Petromat in this location. The cost associated with this work is above and beyond the Contractor's Bid for this project, and was unforeseeable at the time of Bid.

Attachments:

1. Contractor's proposal for additional traffic control, issued by N-Trak Group.
2. Contractor's proposal for thermoplastic pavement markings, issued by N-Trak Group.
3. Contractor's proposal for Petromat, issued by N-Trak Group.

CHANGE ORDER NO. 4

City of Belvidere, Illinois
Logan Avenue Reconstruction

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract price:	<u>\$2,671,812.59</u>	Original Contract Time:	Substantial Completion: _____
			Completion: <u>October 28, 2022</u>
Previous Change Orders:	<u>\$8,691.71</u>	Change from Previous Change Orders:	Substantial Completion: _____
			Completion: _____
Current Contract Price:	<u>\$2,680,504.30</u>	Current Contract Time:	Substantial Completion: _____
			Completion: _____
Net Increase of this Change Order:	<u>\$35,398.54</u>	Net Increase of this Change Order:	Substantial Completion: _____
			Completion: _____
Contract Price with this Change Order:	<u>\$2,715,902.84</u>	Contract Time with this Change Order:	Substantial Completion: _____
			Completion: <u>October 28, 2022</u>

Pursuant to 720 ILCS 5/33E-9, (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, (2) the change is germane to the original contract as signed, and (3) the change order is in the best interest of the City of Belvidere, Illinois.

PREPARED BY:
ARC DESIGN RESOURCES, INC

APPROVED:
CITY OF BELVIDERE

ACCEPTED:
N-TRAK GROUP

By: _____ By: _____ By: _____

Kurt Thomas
Construction Manager

Clinton Morris
Mayor

Josh Oman
Project Manager

RECOMMENDED BY:
ARC DESIGN RESOURCES, INC

By: _____

Jeff Linkenheld, P.E.
Client Manager



N-TRAK Group, LLC
 1523 Windsor Road
 Loves Park, IL 61115
 (P) 815.282.3000 / (F) 815.282.3003

Proposal

Customer Arc Design and City of Belvidere

Job Name: Logan Ave. Thermoplastic

Phone:

Date of Plans:

Contact Jeff Linkenheld

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
	Thermoplastic Pvt Marking L & S	58.7	sf	\$5.94	\$348.68
	Thermoplastic Pvt Marking Line 4"	9554	lf	\$0.99	\$9,458.46
	Thermoplastic Pvt Marking Line 6"	2368	lf	\$1.49	\$3,528.32
	Thermoplastic Pvt Marking Line 24"	437	lf	\$5.94	\$2,595.78
	Thermoplastic Pvt Marking Line 12"	90	lf	\$2.97	\$267.30
GRAND TOTAL					\$16,198.54

Any questions or comments please call.

Thank you,
Josh Oman

Josh Oman
 815-739-3181
joman@ntrakgroup.com

Accepted By: _____

Print Name & Title _____

Date: _____

Proposal



N-TRAK Group, LLC
1523 Windsor Road
Loves Park, IL 61115
(P) 815.282.3000 / (F) 815.282.3003

Customer: Arc Design and City of Belvidere
Phone:
Contact: Jeff Linkenheld

Job Name: Logan Ave. Caswell Intersection
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
	Install Petro Mat Complete	1	ls	\$15,000.00	\$15,000.00
GRAND TOTAL				\$15,000.00	

Any questions or comments please call.

Thank you,
Josh Oman

Josh Oman
815-739-3181
joman@ntrakgroup.com

Accepted By: _____

Print Name & Title _____

Date: _____



Friday, February 3, 2023

BLOCK PARTY REQUEST FORM

Street Closure Required

City of Belvidere

401 Whitney Blvd., Belvidere, IL 61008
2612

(815)544-

Name: Mindy Long

Applicant's Address: (for barricades drop-off and pickup) 320 N. State St., Ida Public Library
Belvidere, IL, 61008

Phone Number: (815) 544-3838

Email: mindyl@idapubliclibrary.org

Date of Block Party/Street Closure: June 10, 2023

Time of Block Party: 10am to 2pm

Estimated number of individuals participating: 300

Description of planned activities: Summer Reading Kick Off Party

Street to be blocked: Madison Street

From (Street): Kishwaukee Street

To (Street): North State Street

I confirm that all residents of the affected area have been notified of the closure and there are no objections: Yes

The undersigned hereby acknowledges, understands and agrees to the following: If this request is authorized by the Belvidere City Council it is the responsibility of participants to place from and return street barricades to the terrace.

Furthermore, section 10-40 of the Belvidere Code of Ordinances prohibits use of alcoholic liquor on any public street or sidewalk. This ordinance states "it shall be unlawful to any person to consume alcoholic liquor or to have any alcoholic liquor in his possession...on any public street, sidewalk, etc." This ordinance applies to block parties.

Signature

Resolution #2023-

A RESOLUTION AUTHORIZING CERTAIN ANNUAL PARADES FOR 2023

WHEREAS, the City of Belvidere allowed certain organizations to conduct parades on city streets in 2022, and

WHEREAS, the City Council finds it to be in the best interest of the City to allow the same parades in 2023,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BELVIDERE, ILLINOIS AS FOLLOWS:

SECTION 1: That the Mayor and City Council of the City of Belvidere approve the annual parades as set forth in Exhibit A, which is incorporated herein by reference.

SECTION 2: That the Mayor is authorized to approve amendments to the parade routes and the times and dates of the parades.

SECTION 3: The Police, Fire, and Public Works Departments are directed to provide such parade assistance as the Mayor directs.

Ayes:

Nays:

Absent:

Date Approved:

Approved:

Mayor

Attest:

City Clerk

ANNUAL PARADES
EXHIBIT A

- EVENT:** **GOOD FRIDAY**
SPONSOR: Members of St James Church
ROUTE: Assembles on Church Street right on Main Street right Buchanan Street right on Warren Avenue and ending at Church Street.
- EVENT:** **MEMORIAL DAY**
SPONSOR: Veteran's Memorial Commission
ROUTE: Assembles at City Lot #5, proceeds West on Pleasant to State St. Brief ceremony at State Street Bridge.
- EVENT:** **4TH OF JULY/HERITAGE DAY CELEBRATION**
SPONSOR: Heritage Day Committee
ROUTE: Assembles at Whitney Blvd, proceeds to South State Street, heading north to Harrison Avenue.
- EVENT:** **HOMECOMING PARADE**
SPONSOR: Belvidere High School
ROUTE: Assembles at the Community Building and proceeds South on Pearl Street to 6th Street, East on 6th Street to East Avenue to High School.
- EVENT:** **HOMECOMING PARADE**
SPONSOR: Belvidere North High School
ROUTE: Assembles at the corner of Buchanan Street and Main Street and proceeds north on Main Street ending at West Street.
- EVENT:** **ANNUAL HALLOWEEN PARADE**
SPONSOR: IOU Club
ROUTE: Assembles on North State Street between Perry and Boone and proceeds to the Community Building.
- EVENT:** **VETERAN'S DAY PARADE**
SPONSOR: Veteran's Memorial Commission
ROUTE: Assembles at State Street and Lincoln Avenue, March to WWII Memorial in Belvidere Park then to VFW for ceremony.
- EVENT:** **CHRISTMAS PARADE**
SPONSOR: Belvidere Park District
ROUTE: North of Ida Public Library proceed south on State Street ending at Community Building.

Memo

To: Mayor and City Council

From: Mike Drella

cc:

Date: January 25, 2023

Re: Video Gaming Location Permits / Annexation Agreements & Development Agreements

Section 14-452, in part, limits the number of locations where video gaming is allowed in the City to 40 and requires issuance of a location permit to operate video gaming. As you know, the City recently entered into an annexation agreement that specifically allows for additional video gaming locations in the annexed parcel. In order to adequately ensure that we comply with the annexation agreement, and to make things clear for future generations, I recommend amending section 14-452 to remove the location permit requirement for facilities in which video gaming is allowed pursuant to an annexation agreement or developer agreement.

RECOMMENDED MOTION: Motion to amend section 14-452, Permits Required, to allow video gaming pursuant to an annexation agreement or developer agreement without a location permit.

ORDINANCE #
AN ORDINANCE SECTION 14-452 OF THE
CITY OF BELVIDERE MUNICIPAL CODE
VIDOE GAMING UNDER
ANNEXATION AGREEMENTS

NOW, THEREFORE, be it ordained by the City Council of the City of Belvidere, Boone County, Illinois, as follows:

- Section 1: Section 14-452 of the City of Belvidere Municipal Code is amended to add a new subsection (f) as set forth in the attached Exhibit A which is incorporated herein by this reference.
- Section 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.
- Section 3: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Ayes: .
Nays: .
Absent: .

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Passed:
Approved:
Published:

Sec. 14-452. Permits required.

- (a) No licensed location shall operate video gaming terminals without first obtaining a location permit from the city clerk and paying the terminal registration fees provided for in this article. The privilege of operating a licensed location in the city is purely a personal privilege associated with a specific location and a location permit is non-transferable to another location. However, upon the transfer or sale of a licensed location to a new entity, the location permit, that has not been abandoned or surrendered, shall transfer to the new entity upon approval of any new liquor license and payment of the video gaming terminal fees provided for under this article.
- (b) Receipt of a location permit shall not relieve any person from obtaining any other necessary state or local permits, licenses or approvals, including, but not limited to any zoning relief, and a location permit shall not be valid until all such permits, licenses and approvals are received.
- (c) In the event a licensed location ceases operating video gaming terminals for 60 days or more the location permit as well as the video gaming terminal registrations shall be deemed abandoned and forfeited.
- (d) The owner or business operator of a licensed location shall immediately surrender a location permit upon ceasing business operations or upon the removal of all video gaming terminals from the licensed location.
- (e) There shall not be more than 40 licensed locations within the city at any one time nor more than 40 location permits issued by the city clerk.
- (f) In the event an annexation agreement or development agreement, approved by the City Council, contractually guarantees video gaming for a specific location, a location permit shall not be required for that location. All other State and local permits, licenses and permissions shall be obtained including, but not limited to, state gaming licenses, liquor licenses (if applicable), special uses under the City's zoning code, and terminal registrations. Video gaming may continue at such locations without a location permit even upon expiration of an annexation or development agreement. However, any new video gaming location, or one not identified in the annexation agreement or development agreement shall be required to obtain all necessary licenses and permits including a location permit. After expiration of an annexation agreement or development agreement, if video gaming is discontinued as set forth in 14-452(c), video gaming may not be re-initiated without obtaining all necessary licenses and permits, including a location permit. A location legally operating video gaming under this subsection shall not count toward the location permit limit set forth in subsection (E) (14-452(E)) above.

RESOLUTION #

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A BILLING SERVICES AGREEMENT BETWEEN THE CITY OF BELVIDERE AND
EMS MANAGEMENT & CONSULTANTS INC.

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of
Belvidere as follows:

1. The Billing Services Agreement between the City of Belvidere and EMS
Management & Consultants Inc., attached hereto and incorporated herein by
this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached Billing
Services Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this day of
March, 2023.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:
Nays: .
Absent: .

Date Approved:
J:\Draft Ordinances\Resolution approving Andres Billing Agreement.doc

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of February 2023 between ANDRES MEDICAL BILLING an EMS MANAGEMENT & CONSULTANTS, INC. company (hereinafter "EMS|MC") and the CITY OF BELVIDERE, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is or will be engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities; (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the any applicable third-party payer (e.g. insurance provider, Medicare, Medicaid, or other party responsible for payment). A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client, or Client's agent, in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient or other responsible party. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of

Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC believes that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC EMS|MC shall immediately notify Client. Client may then determine whether to continue authorizing such assistance at EMS|MC's then current hourly rates or direct EMS|MC to cease such assistance with respect to a particular claim.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

m. Unless otherwise agreed in writing by the parties, upon termination of this Agreement, EMS/MC shall continue to provide services under this Agreement for any claim that was placed with EMS/MC prior to termination and EMS/MC shall be entitled to compensation for such claim as set forth in this Agreement.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client, or Client's agent, shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.0% percent of "Net Collections" as defined below (the

"RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Client and EMS|MC shall negotiate any price increase for services each contract year.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The City shall pay all amounts due in accordance with the Illinois Prompt Payment Act.

d. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

e. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become more than 120 days in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on May 1, 2023, and shall thereafter continue through April 30, 2026, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. EMS|MC shall not assign its interest in, or responsibilities under, this Agreement without the written consent of Client, which consent shall not be unreasonably withheld. EMS|MC shall give the Client 90 days' notice prior to the expiration of this Agreement. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be

terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 30 ~~40~~ days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within such a ~~40-day~~ period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail. Further, either party may terminate this Agreement in the manner set forth above for any of the following reasons:

- i. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- ii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iii. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

c. **Termination For Convenience.** Either party may terminate this Agreement for any reason unrelated to cause upon 120-days' notice to the other party.

7. RESPONSIBILITIES UPON TERMINATION / EXPIRATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement or the expiration of the Agreement, and during the period of any notice of termination, EMS|MC will make available to Client, or its authorized representatives, data from the billing system regarding open accounts in an electronic format reasonably acceptable to the Client, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC

with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement, EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, unless Client's receipt of payment on such accounts is directly due to the efforts of another third party (e.g. collection agency or another billing agency). During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. In the event EMS|MC terminates the Agreement due to non-payment by Client pursuant to Section 6(b), EMS|MC shall have no obligation to provide continuing billing services during the Wind Down. EMS|MC shall provide the other services contained in section 7.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services covered by this Agreement from any patient. In the event payments are received directly by Client they must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs. EMS|MC shall assist client in developing said plan.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities. EMS|MC shall immediately notify client if it believes any such conduct is occurring.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws, including, but not limited to, the Illinois Freedom of Information Act, shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Any document deemed to be a trade secret or confidential shall be clearly marked as such. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each

Party agrees to surrender to the disclosing Party any and all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing Party. The obligations of this Article will survive the termination or expiration of this Agreement.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

d. To the fullest extent allowed by law, the total liability of a party to the other party regarding any and all Claims shall be capped at, and shall in no event exceed, the

total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against a party in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by either party in any amount or as a waiver or compromise of any other defense that may be available to a party regarding any Claim.

e. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by a party against the other party for an alleged breach of this Agreement after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which the claiming party discovered, or should have discovered, the facts giving rise to an alleged breach claim; or (ii) two (2) years after the first act or omission giving rise to an alleged breach claim. Any Claim not brought within the Claim Time Limit is waived.

f. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

g. Indemnification. It is expressly understood and agreed that each Party, to the extent permitted by law, shall in all events defend, indemnify, save, and hold harmless the other, their parents, affiliates, successors and assigns, elected and appointed officials, and their respective present and former agents, officers, volunteers, elected and appointed officials, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including reasonable attorneys' fees) arising from death, illness, physical injuries, property damage, or monetary losses to any third Party, provided that no Party shall have any obligation under this Article with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the Party seeking indemnification. Neither Party shall be obligated to indemnify the other Party for any claim or liability under this subsection: (a) involving a claim by one Party against the other Party; or (b) to the extent prohibited by

law. No Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the Party providing such indemnification. The limitations contained in Section 11(d) or 11(e) of this Agreement shall not apply to this subsection.

h. Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of either party or their respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act. To the extent that indemnification is available and enforceable, the Parties or their respective insurers shall not be liable to in indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either Party be required to indemnify the other Party for its own negligent or intentional conduct. The limitations contained in Section 11 of this Agreement shall not apply to this subsection.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party. Any purported assignment in violation of this Section 12(b) shall be null and void.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

City Clerk

City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

With Copy to:
City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

EMS|MC:
EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding any conflicts of law rules to the contrary. Any action, in any way related to this Agreement or the services provided hereunder, shall be brought in the 17th Judicial Circuit, Boone County Illinois and both Parties submit to the jurisdiction of and venue in that Court.

f. **Integration of Terms.** This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. **Amendment and Waiver.** This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this

Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

m. Insurance. EMS|MC shall maintain, and upon request shall produce evidence that it has comprehensive general liability insurance, or equivalent coverage, affording the following: EMS|MC's insurance, including contractual liability and errors and omissions insurance, which shall include employment-related practices, products and complete operations insurance, bodily injury, property damage and personal injury insurance, with a minimum of One Million Dollars and No Cents (\$1,000,000.00) combined single limit of liability for all underlying coverage. With an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of Ten Million Dollars and No Cents (\$10,000,000.00). EMS|MC shall name CITY, its elected officials, and its officers, agents and employees as additional insureds on all applicable insurance policies. All applicable insurance policies shall contain a provision requiring sixty (60) day advance notice to CITY in the event of cancellation. Before EMS|MC commences services hereunder, a copy of EMS|MC's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to CITY.

iv. The limitations contained in Section 11 of this Agreement shall not apply to this subsection m.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Belvidere

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of February 2023, by and between the City of Belvidere hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does not include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R. § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

Rules;

1. for public health activities as described in Section 164.512(b) of the Privacy and Security

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

1. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

- m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

- n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

- o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

- a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

Commented [MD1]: We may need assistance with this Do you have forms you can recommend?

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. **Term.** The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

City of Belvidere

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Line # 01-4-110-4010 Real Property Taxes (Corporate and Tort)

Actual for FY 08	111,748	
Actual for FY 09	1,307,473	1070.02%
Actual for FY 10	1,459,409	11.62%
Actual for FY 11	1,718,728	17.77%
Actual for FY 12	1,804,512	4.99%
Actual for FY 13	1,614,756	-10.52%
Actual for FY 14	1,927,888	19.39%
Actual for FY 15	1,820,935	-5.55%
Actual for FY 16	1,835,159	0.78%
Actual for FY 17	1,843,251	0.44%
Actual for FY 18	1,759,869	-4.52%
Actual for FY 19	1,773,399	0.77%
Actual for FY 20	1,771,340	-0.12%
Actual for FY 21	1,764,843	-0.37%
Actual for FY 22	1,773,427	0.49%
Budget for FY 23	1,769,385	-0.23%
Plan for FY 24	1,769,385	0.00%

Budget for FY 24		1,769,385	Levy 12/18	Levy 12/19	Levy 12/20	Levy 12/21	Levy 12/22
			Budget	Budget	Budget	Budget	Budget
			FY 20	FY 21	FY 22	FY 23	FY 24
Our levy (extension)	Corporate		1,694,385	1,694,385	1,694,385	1,694,385	1,694,385
	Tort		75,000	75,000	75,000	75,000	75,000
TOTAL			1,769,385	1,769,385	1,769,385	1,769,385	1,769,385
	% of chng			0.00%	0.00%	0.00%	0.00%
EAV (in millions)			331	345	364	394	416

Line # 01-4-110-4011 Hotel / Motel Tax

Actual for FY 08	1,410	
Actual for FY 09	4,230	200.00%
Actual for FY 10	4,291	1.44%
Actual for FY 11	4,408	2.73%
Actual for FY 12	4,435	0.61%
Actual for FY 13	3,788	-14.58%
Actual for FY 14	3,762	-0.70%
Actual for FY 15	3,774	0.33%
Actual for FY 16	2,798	-25.87%
Actual for FY 17	2,749	-1.76%
Actual for FY 18	2,580	-6.14%
Actual for FY 19	3,702	43.49%
Actual for FY 20	3,312	-10.52%
Actual for FY 21	977	-70.50%
Actual for FY 22	1,469	50.36%
Budget for FY 23	2,076	41.32%
Plan for FY 24	2,200	5.97%

Budget for FY 24 2,200

Excel Hospitality and America's Best

Line # 01-4-110-4012 Auto Rental Tax

Actual for FY 08	5,513	
Actual for FY 09	5,284	-4.15%
Actual for FY 10	4,750	-10.11%
Actual for FY 11	5,339	12.40%
Actual for FY 12	4,870	-8.78%
Actual for FY 13	4,622	-5.09%
Actual for FY 14	5,670	22.66%
Actual for FY 15	7,071	24.72%
Actual for FY 16	6,256	-11.53%
Actual for FY 17	6,419	2.61%
Actual for FY 18	6,794	5.85%
Actual for FY 19	7,259	6.84%
Actual for FY 20	8,205	13.03%
Actual for FY 21	3,755	-54.23%
Actual for FY 22	8,550	127.70%
Budget for FY 23	8,000	-6.43%
Plan for FY 24	8,000	0.00%

Budget for FY 24	8,000
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Line # 01-4-110-4013 Municipal Infrastructure Maint. (local telephone maintenance)

Actual for FY 08	217,015	
Actual for FY 09	220,922	1.80%
Actual for FY 10	212,219	-3.94%
Actual for FY 11	190,464	-10.25%
Actual for FY 12	180,093	-5.45%
Actual for FY 13	187,026	3.85%
Actual for FY 14	172,406	-7.82%
Actual for FY 15	169,623	-1.61%
Actual for FY 16	172,424	1.65%
Actual for FY 17	150,224	-12.88%
Actual for FY 18	131,451	-12.50%
Actual for FY 19	115,227	-12.34%
Actual for FY 20	104,268	-9.51%
Actual for FY 21	85,308	-18.18%
Actual for FY 22	73,543	-13.79%
Budget for FY 23	74,088	0.74%
Plan for FY 24	70,105	-5.38%

Budget for FY 24	70,105
First 8 months of FY23	46,737
Annualized	70,105
<p>The State is involved in the collection of these fees. This is 1/3 of the Telecommunication Tax</p>	

Line # 01-4-110-4100 State Income Tax

Actual for FY 08	2,025,101	
Actual for FY 09	2,043,782	0.92%
Actual for FY 10	1,520,555	-25.60%
Actual for FY 11	2,013,615	32.43%
Actual for FY 12	1,772,663	-11.97%
Actual for FY 13	2,696,430	52.11%
Actual for FY 14	2,473,944	-8.25%
Actual for FY 15	2,484,441	0.42%
Actual for FY 16	2,731,920	9.96%
Actual for FY 17	2,436,019	-10.83%
Actual for FY 18	2,710,101	11.25%
Actual for FY 19	2,484,021	-8.34%
Actual for FY 20	2,773,012	11.63%
Actual for FY 21	2,932,995	5.77%
Actual for FY 22	3,667,723	25.05%
Budget for FY 23	3,136,002	-14.50%
Plan for FY 24	4,151,926	32.40%

Budget for FY 24	4,151,926
<p>IML FY24 Estimate: Estimate by the IML Review for MFY24 is \$155.40 Using this per capita figure times the City's population of 25,339 is \$3,937,681</p> <p>Plan for FY 24 increased over IML based on City's actuals.</p>	
First 8 months of FY23	2,767,950
Annualized	4,151,926

Line # 01-4-110-4109 Home Rule Sales Tax

Actual for FY 19	75,147	.50% tax went into effect January 1, 2019
Actual for FY 20	1,126,401	1398.94%
Actual for FY 21	1,091,262	-3.12%
Actual for FY 22	1,370,774	25.61%
Budget for FY 23	1,362,254	-0.62%
Plan for FY 24	1,603,027	17.67%

Budget for FY 24	1,603,027	
	First 8 months of FY23	1,068,685
	Annualized	1,603,027

Line # 01-4-110-4110 Municipal Sales Tax

Actual for FY 08	3,630,552	
Actual for FY 09	3,545,332	-2.35%
Actual for FY 10	2,903,740	-18.10%
Actual for FY 11	2,898,057	-0.20%
Actual for FY 12	3,157,470	8.95%
Actual for FY 13	3,235,575	2.47%
Actual for FY 14	3,198,631	-1.14%
Actual for FY 15	3,266,150	2.11%
Actual for FY 16	3,195,463	-2.16%
Actual for FY 17	3,310,595	3.60%
Actual for FY 18	3,427,288	3.52%
Actual for FY 19	3,583,826	4.57%
Actual for FY 20	3,650,910	1.87%
Actual for FY 21	3,852,961	5.53%
Actual for FY 22	4,669,641	21.20%
Budget for FY 23	4,677,358	0.17%
Plan for FY 24	5,148,032	10.06%

Budget for FY 24	5,148,032
<p>This is the 1% sales tax the City receives from the State.</p>	
First 8 months of FY23	3,432,021
Annualized	5,148,032
<p>Rate consists of:</p>	
State Rate	6.25% (1.0 % of this comes back to the City)
County Public Safety	0.50%
School District #100	1.00%
<p>Note: This does not include the additional .50% Home Rule Sales Tax</p>	
<p>** Major changes for the Local Use Tax in January 2021 have increased the sales tax for the City.</p>	

Line # 01-4-110-4111 Sales Tax to Developers

Actual for FY 08	(54,023)	
Actual for FY 09	(51,186)	-5.25%
Actual for FY 10	(50,016)	-2.29%
Actual for FY 11	(47,597)	-4.84%
Actual for FY 12	(46,163)	-3.01%
Actual for FY 13	(46,719)	1.20%
Actual for FY 14	(46,868)	0.32%
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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Line # 01-4-110-4112 Local Use Tax

Actual for FY 08	320,753	
Actual for FY 09	341,253	6.39%
Actual for FY 10	281,288	-17.57%
Actual for FY 11	324,226	15.26%
Actual for FY 12	373,660	15.25%
Actual for FY 13	407,532	9.06%
Actual for FY 14	436,760	7.17%
Actual for FY 15	492,691	12.81%
Actual for FY 16	588,796	19.51%
Actual for FY 17	625,106	6.17%
Actual for FY 18	663,705	6.17%
Actual for FY 19	756,473	13.98%
Actual for FY 20	882,828	16.70%
Actual for FY 21	1,173,674	32.94%
Actual for FY 22	979,341	-16.56%
Budget for FY 23	921,967	-5.86%
Plan for FY 24	970,947	5.31%

Budget for FY 24	970,947	
		<p>This is for items purchased outside of Illinois but used within the jurisdiction and would have been subject to sales tax if it had been purchased in Illinois. The State collects this and distributes the City's share on a per capita basis, which is estimated to be \$41 per person (IML FY24 estimate) or \$1,038,899 based on the City's population.</p> <p>Plan for FY 24 decreased from IML based on City's actuals.</p>
First 8 Months Annualized	647,298 970,947	<p>The increase is due to online sales and the South Dakota v. Wayfair case along with the adoption of the Illinois Marketplace Fairness Act which allows the State to require certain out-of-state sellers to collect Illinois 6.25% Use Tax, which became effective October 1, 2018.</p> <p>Effective January 1, 2021, Marketplace facilitators are required to collect state and locally-imposed sales tax instead of the 6.25% Use Tax on online purchases from sellers based on where the product is delivered. For now IML continues to budget the revenue here under the Use Tax.</p>

Line # 01-4-110-4113 Local Motor Fuel Tax

Actual for FY 19	339,494	
Actual for FY 20	555,545	63.64%
Actual for FY 21	473,581	-14.75%
Actual for FY 22	452,223	-4.51%
Budget for FY 23	462,391	2.25%
Plan for FY 24	405,000	-12.41%

Budget for FY 24	405,000
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Revenue could continue to be impacted due to people driving less, working from home, rising fuel prices, etc.

This is the 2 cent Local Motor Fuel Tax that went into effect September 1, 2018.
There are currently 16 gas stations that pay this tax directly to the City each month.

Line # 01-4-110-4115 Cannabis Tax

Actual for FY 20	4,187	
Actual for FY 21	20,912	399.48%
Actual for FY 22	39,935	90.97%
Budget for FY 23	36,386	-8.89%
Plan for FY 24	40,076	10.14%

Budget for FY 24	40,076
<p>IML FY24 Estimate: Estimate by the IML Review for the municipal FY24 is \$1.79. Using this per capita figure times the City's population of 25,339 is \$45,357</p> <p>Plan for FY 24 decreased from IML based on City's actuals.</p> <p>This is tax revenue associated with the Cannabis Cultivation Privilege Tax and the Cannabis Purchaser Excise Tax which are sent to the Cannabis Regulation Fund. Eight percent of the revenues are then transferred to the Local Government Distributive Fund and distributed to local governments.</p>	
First 8 Months of FY23 Annualized	26,717 40,076

Line # 01-4-110-4120 Replacement Tax

Actual for FY 08	557,822	
Actual for FY 09	510,772	-8.43%
Actual for FY 10	452,106	-11.49%
Actual for FY 11	501,980	11.03%
Actual for FY 12	453,224	-9.71%
Actual for FY 13	449,427	-0.84%
Actual for FY 14	513,819	14.33%
Actual for FY 15	501,471	-2.40%
Actual for FY 16	507,162	1.13%
Actual for FY 17	534,532	5.40%
Actual for FY 18	433,270	-18.94%
Actual for FY 19	450,226	3.91%
Actual for FY 20	592,183	31.53%
Actual for FY 21	559,962	-5.44%
Actual for FY 22	1,288,854	130.17%
Budget for FY 23	892,012	-30.79%
Plan for FY 24	1,500,000	68.16%

Budget for FY 24	1,500,000
<p>Corporations, partnerships, trusts and S-corporations pay this tax. It is collected by the State and replaces lost revenue when the State discontinued imposing a personal property tax.</p>	

Line # 01-4-110-4200 Business License

Actual for FY 08	13,015	
Actual for FY 09	13,388	2.87%
Actual for FY 10	12,891	-3.71%
Actual for FY 11	15,050	16.75%
Actual for FY 12	14,689	-2.40%
Actual for FY 13	15,757	7.27%
Actual for FY 14	14,484	-8.08%
Actual for FY 15	17,193	18.71%
Actual for FY 16	18,088	5.21%
Actual for FY 17	15,870	-12.26%
Actual for FY 18	15,340	-3.34%
Actual for FY 19	13,640	-11.08%
Actual for FY 20	14,720	7.92%
Actual for FY 21	8,810	-40.15%
Actual for FY 22	9,095	3.23%
Budget for FY 23	9,980	9.73%
Plan for FY 24	9,980	0.00%

Budget for FY 24	9,980
<p>Business License Fees include, but are not limited to:</p> <ul style="list-style-type: none"> Second hand stores Home occupations Solicitor permits Taxi drivers Auctioneers Sandwich signs 	

Line # 01-4-110-4210 Liquor License Fees

Actual for FY 08	178,800	
Actual for FY 09	75,646	-57.69%
Actual for FY 10	136,900	80.97%
Actual for FY 11	48,500	-64.57%
Actual for FY 12	126,900	161.65%
Actual for FY 13	143,350	12.96%
Actual for FY 14	96,500	-32.68%
Actual for FY 15	122,000	26.42%
Actual for FY 16	115,175	-5.59%
Actual for FY 17	104,050	-9.66%
Actual for FY 18	157,450	51.32%
Actual for FY 19	169,400	7.59%
Actual for FY 20	122,000	-27.98%
Actual for FY 21	189,150	55.04%
Actual for FY 22	159,900	-15.46%
Budget for FY 23	154,000	-3.69%
Plan for FY 24	162,100	5.26%

Budget for FY 24		162,100		
Class A and catering	6 3	1,750 200	=	10,500 600
Catering Only	0	1,200	=	-
Class B	1	0	=	-
Class M w/Sunday endor	52	1,750	=	91,000
Fines				
New License	6	10,000	=	60,000
				<u>162,100</u>

Line # 01-4-110-4230 Amusement Machines

Actual for FY 08	4,800	
Actual for FY 09	5,120	6.67%
Actual for FY 10	5,130	0.20%
Actual for FY 11	5,530	7.80%
Actual for FY 12	5,890	6.51%
Actual for FY 13	4,800	-18.51%
Actual for FY 14	4,860	1.25%
Actual for FY 15	8,540	75.72%
Actual for FY 16	7,600	-11.01%
Actual for FY 17	8,400	10.53%
Actual for FY 18	9,800	16.67%
Actual for FY 19	65,800	571.43%
Actual for FY 20	79,000	20.06%
Actual for FY 21	64,329	-18.57%
Actual for FY 22	102,970	60.07%
Budget for FY 23	102,000	-0.94%
Plan for FY 24	113,000	10.78%

Budget for FY 24	113,000
<p>Most of this is collected in the first two months of the fiscal year.</p> <p>Gaming establishments are permitted to have up to 6 machines each The fee per machine is \$500 City ordinance allows for 40 gaming permits Currently 38 permits have been issued and there are 195 machines</p> <p>Assumption for FY24: All 40 permits issued with max machines $214 \div 12 \times 500 = 113,000$</p>	

Line # 01-4-110-4400 Court Fines

Actual for FY 08	335,388	
Actual for FY 09	331,068	-1.29%
Actual for FY 10	339,489	2.54%
Actual for FY 11	306,661	-9.67%
Actual for FY 12	298,225	-2.75%
Actual for FY 13	326,176	9.37%
Actual for FY 14	324,224	-0.60%
Actual for FY 15	480,921	48.33%
Actual for FY 16	382,451	-20.48%
Actual for FY 17	269,744	-29.47%
Actual for FY 18	326,214	20.93%
Actual for FY 19	340,757	4.46%
Actual for FY 20	245,627	-27.92%
Actual for FY 21	166,611	-32.17%
Actual for FY 22	128,810	-22.69%
Budget for FY 23	116,000	-9.94%
Plan for FY 24	120,000	3.45%

Budget for FY 24	120,000	
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Line # 01-4-110-4410 Parking Fines

Actual for FY 08	22,364		
Actual for FY 09	8,555	-61.75%	
Actual for FY 10	10,238	19.67%	
Actual for FY 11	9,120	-10.92%	
Actual for FY 12	13,707	50.30%	
Actual for FY 13	17,326	26.40%	
Actual for FY 14	9,706	-43.98%	
Actual for FY 15	5,822	-40.02%	
Actual for FY 16	6,028	3.54%	
Actual for FY 17	5,743	-4.73%	
Actual for FY 18	12,731	121.67%	Fees increased in 2018
Actual for FY 19	21,254	66.95%	
Actual for FY 20	16,215	-23.71%	
Actual for FY 21	4,670	-71.20%	
Actual for FY 22	7,370	57.82%	
Budget for FY 23	5,353	-27.37%	
Plan for FY 24	2,000	-62.64%	

Budget for FY 24	2,000		
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Line # 01-4-110-4420 Seized Vehicle Fee

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	0	
Actual for FY 11	40,500	
Actual for FY 12	61,800	52.59%
Actual for FY 13	69,000	11.65%
Actual for FY 14	88,800	28.70%
Actual for FY 15	108,000	21.62%
Actual for FY 16	73,830	-31.64%
Actual for FY 17	57,900	-21.58%
Actual for FY 18	90,450	56.22%
Actual for FY 19	71,300	-21.17%
Actual for FY 20	52,951	-25.73%
Actual for FY 21	31,400	-40.70%
Actual for FY 22	42,000	33.76%
Budget for FY 23	41,208	-1.89%
Plan for FY 24	35,000	-15.07%

Budget for FY 24	35,000
The fee for a siezed vehicle is \$300	

Line # 01-4-110-4430 Engineering Fees - Subdivision

Actual for FY 08	13,512	
Actual for FY 09	37,300	176.05%
Actual for FY 10	11,387	-69.47%
Actual for FY 11	25,466	123.64%
Actual for FY 12	0	-100.00%
Actual for FY 13	0	
Actual for FY 14	0	
Actual for FY 15	827	
Actual for FY 16	0	-100.00%
Actual for FY 17	14,005	
Actual for FY 18	0	-100.00%
Actual for FY 19	0	
Actual for FY 20	7,650	
Actual for FY 21	0	-100.00%
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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Line # 01-4-110-4440 Video Gambling

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	0	
Actual for FY 11	0	
Actual for FY 12	0	
Actual for FY 13	0	
Actual for FY 14	19,618	
Actual for FY 15	108,364	452.36%
Actual for FY 16	184,058	69.85%
Actual for FY 17	229,470	24.67%
Actual for FY 18	279,016	21.59%
Actual for FY 19	345,766	23.92%
Actual for FY 20	385,882	11.60%
Actual for FY 21	271,827	-29.56%
Actual for FY 22	529,244	94.70%
Budget for FY 23	500,000	-5.53%
Plan for FY 24	500,000	0.00%

Budget for FY 24	500,000
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Line # 01-4-110-4450 Franchise Fees

Actual for FY 08	185,196	
Actual for FY 09	207,466	12.03%
Actual for FY 10	207,833	0.18%
Actual for FY 11	211,979	1.99%
Actual for FY 12	221,787	4.63%
Actual for FY 13	234,897	5.91%
Actual for FY 14	251,237	6.96%
Actual for FY 15	254,160	1.16%
Actual for FY 16	264,885	4.22%
Actual for FY 17	270,607	2.16%
Actual for FY 18	279,541	3.30%
Actual for FY 19	333,905	19.45% FY19 includes settlement with Comcast
Actual for FY 20	274,774	-17.71%
Actual for FY 21	265,707	-3.30%
Actual for FY 22	267,829	0.80%
Budget for FY 23	271,769	1.47%
Plan for FY 24	262,313	-3.48%

Budget for FY 24	262,313				
		FY 21	FY22	FY23	FY 24
First two payments		70,556	66,830	68,176	66,041
		69,426	64,943	67,709	65,115
		139,982	131,773	135,885	131,156
doubling = actual		279,964	263,546	271,770	262,313

Line # 01-4-110-4460 Death / Birth Certificates

Actual for FY 08	9,872	
Actual for FY 09	9,552	-3.24%
Actual for FY 10	11,118	16.39%
Actual for FY 11	14,186	27.59%
Actual for FY 12	14,414	1.61%
Actual for FY 13	20,716	43.72%
Actual for FY 14	16,792	-18.94%
Actual for FY 15	16,902	0.66%
Actual for FY 16	18,225	7.83%
Actual for FY 17	20,255	11.14%
Actual for FY 18	18,818	-7.09%
Actual for FY 19	19,116	1.58%
Actual for FY 20	20,141	5.36%
Actual for FY 21	21,692	7.70%
Actual for FY 22	24,129	11.23%
Budget for FY 23	23,835	-1.22%
Plan for FY 24	21,174	-11.16%

Budget for FY 24	21,174
<p>State charges the City \$4 for each certificate</p> <p>Our charge is \$14 for the first copy and \$6 for each additional This fee was increased late in FY02 and FY10</p> <p>Revenue for first 8 months of FY23 14,116 Annualized 21,174</p>	

Line # 01-4-110-4470 Accident / Fire Reports

Actual for FY 08	4,208	
Actual for FY 09	4,003	-4.87%
Actual for FY 10	4,738	18.36%
Actual for FY 11	5,308	12.03%
Actual for FY 12	4,565	-14.00%
Actual for FY 13	5,423	18.80%
Actual for FY 14	5,142	-5.19%
Actual for FY 15	5,854	13.85%
Actual for FY 16	4,850	-17.15%
Actual for FY 17	4,259	-12.19%
Actual for FY 18	6,060	42.29%
Actual for FY 19	6,033	-0.45%
Actual for FY 20	4,355	-27.82%
Actual for FY 21	3,470	-20.32%
Actual for FY 22	4,983	43.60%
Budget for FY 23	4,900	-1.67%
Plan for FY 24	3,465	-29.29%

Budget for FY 24	3,465	
	First 8 months of FY23	2,310
	Annualized	3,465

Line # 01-4-110-4471 Annexation / Plat Fees

Actual for FY 08	11,701	
Actual for FY 09	2,975	-74.57%
Actual for FY 10	0	-100.00%
Actual for FY 11	0	
Actual for FY 12	0	
Actual for FY 13	0	
Actual for FY 14	0	
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
<p>Fees charged to developers for regional stormwater planning and basin fees as well as a bike path</p> <p>Difficult to budget as annexations are an unknown</p> <p>An identical amount is budgeted in account #01-5-360-6824</p>	

Line # 01-4-110-4472 Tipping Fees

Actual for FY 08	94,068	
Actual for FY 09	92,282	-1.90%
Actual for FY 10	68,900	-25.34%
Actual for FY 11	58,865	-14.56%
Actual for FY 12	67,653	14.93%
Actual for FY 13	78,546	16.10%
Actual for FY 14	112,781	43.59%
Actual for FY 15	179,023	58.73%
Actual for FY 16	97,756	-45.40%
Actual for FY 17	66,635	-31.84%
Actual for FY 18	83,374	25.12%
Actual for FY 19	70,327	-15.65%
Actual for FY 20	44,939	-36.10%
Actual for FY 21	47,992	6.79%
Actual for FY 22	14,992	-68.76%
Budget for FY 23	19,989	33.33%
Plan for FY 24	20,000	0.06%

Budget for FY 24 20,000

With the annexation of the Belvidere Stone, LLC, the City started receiving these fees in late FY06. Guaranteed \$20,000 minimum. The City is paid on a "per ton" basis. Property is currently operated by William Charles

Line # 01-4-110-4550 Fuel Charges (outside vendors)

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	0	
Actual for FY 11	0	
Actual for FY 12	0	
Actual for FY 13	0	
Actual for FY 14	0	
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	211,852	
Actual for FY 19	216,538	2.21%
Actual for FY 20	266,767	23.20%
Actual for FY 21	287,512	7.78%
Actual for FY 22	382,437	33.02%
Budget for FY 23	350,000	-8.48%
Plan for FY 24	485,000	38.57%

Budget for FY 24	485,000
<p>Revenue from gasoline purchased by outside organizations (Boone County, Council on Aging, Water and Sewer, etc.)</p> <p>This line item was created to track revenue as requested by the City's auditor.</p>	

Line # 01-4-110-4600 Interest Income

Actual for FY 08	138,211	
Actual for FY 09	105,235	-23.86%
Actual for FY 10	37,412	-64.45%
Actual for FY 11	15,588	-58.33%
Actual for FY 12	18,894	21.21%
Actual for FY 13	12,918	-31.63%
Actual for FY 14	24,030	86.02%
Actual for FY 15	25,220	4.95%
Actual for FY 16	20,553	-18.51%
Actual for FY 17	39,814	93.71%
Actual for FY 18	55,203	38.65%
Actual for FY 19	131,548	138.30%
Actual for FY 20	256,952	95.33%
Actual for FY 21	69,395	-72.99%
Actual for FY 21	20,218	-70.87%
Budget for FY 23	18,000	-10.97%
Plan for FY 24	24,000	33.33%

Budget for FY 24	24,000	
	Anticipated average reserve balance	8,000,000
	Anticipated rate of return	0.300%

Line # 01-4-110-4900 Miscellaneous Revenue

Actual for FY 08	141,697		
Actual for FY 09	150,394	6.14%	
Actual for FY 10	82,150	-45.38%	
Actual for FY 11	43,746	-46.75%	
Actual for FY 12	40,109	-8.31%	
Actual for FY 13	46,388	15.65%	
Actual for FY 14	38,621	-16.74%	
Actual for FY 15	34,355	-11.05%	
Actual for FY 16	25,101	-26.93%	
Actual for FY 17	26,134	4.12%	
Actual for FY 18	13,513	-48.30%	
Actual for FY 19	19,146	41.69%	
Actual for FY 20	44,213	130.92%	
Actual for FY 21	37,021	-16.27%	
Actual for FY 22	64,861	75.20%	
Budget for FY 23	133,100	105.21%	Includes \$10,000/mo from MC2
Plan for FY 24	130,400	-2.03%	Includes \$10,000/mo from MC2

Budget for FY 24	130,400
<ul style="list-style-type: none"> Pull Tabs Water/Sewer Postage Payment Planning mailings Banners Reimb. Comm. Service Release of Liens Parking Lot Rent-Leath Record Tornado Memorial Funds Office Rent-Growth Dimensions MC2 Energy 	
<p>Other items are liquor violation fines, weed lien fees, annexation fees, refunds, misc. reimbursements</p>	

Line # 01-4-110-9998 Operating Transfer In (Reserves)

Actual for FY 08	0	
Actual for FY 09	10,000	
Actual for FY 10	10,000	0.00%
Actual for FY 11	10,000	0.00%
Actual for FY 12	10,000	0.00%
Actual for FY 13	10,000	0.00%
Actual for FY 14	0	-100.00%
Actual for FY 15	0	
Actual for FY 16	133,705	
Actual for FY 17	1,026,870	668.01%
Actual for FY 18	22,511	-97.81%
Actual for FY 19	0	-100.00%
Actual for FY 20	0	
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	#DIV/0!

Budget for FY 24	0
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Line # 01-4-210-4150 Grants - Police Department

Actual for FY 08	6,759	
Actual for FY 09	26,095	286.08%
Actual for FY 10	46,052	76.48%
Actual for FY 11	55,833	21.24%
Actual for FY 12	66,766	19.58%
Actual for FY 13	50,594	-24.22%
Actual for FY 14	32,044	-36.67%
Actual for FY 15	63,298	97.54%
Actual for FY 16	41,230	-34.86%
Actual for FY 17	88,765	115.29%
Actual for FY 18	26,682	-69.94%
Actual for FY 19	23,221	-12.97%
Actual for FY 20	31,731	36.65%
Actual for FY 21	78,323	146.84%
Actual for FY 22	79,482	1.48%
Budget for FY 23	32,784	-58.75%
Plan for FY 24	20,750	-36.71%

Budget for FY 24	20,750
<p>DOJ Vest Grant (50% reimbursement) IDOT Traffic Grant</p> <p>*COSSAP Grant revenue moved to 01-4-210-4955</p>	

Line # 01-4-210-4400 Police Court Fines

Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	14,766	
Actual for FY 22	42,174	185.62%
Budget for FY 23	33,677	-20.15%
Plan for FY 24	35,628	5.79%

Budget for FY 24	35,628
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This includes the fines and fees that are collected from the Circuit Clerk's office for Police Vehicle Fund, FTA Warrant Fee, Arrest Agency Fee, E-Citation Fee, DUI Fund, Highway Hire Back Fund, etc.

This revenue used to be under Miscellaneous 01-4-210-4900

- DUI Fund
- Police Vehicle Fund
- FTA Warrant Fees
- Arrest Agency Fees
- Highway Hireback Fund
- Drug Enforcement

*Court Fines, Parking Fines, Accident Report Fees, and Vehicle Impound Fees are located in the 01-4-110's of the General Fund Revenues
 **e-Citation Fees now a separate revenue line item (01-4-210-4410)

Line # 01-4-210-4480 Sex Offender Registry Fee

Actual for FY 17	3,240	
Actual for FY 18	7,510	131.79%
Actual for FY 19	5,120	-31.82%
Actual for FY 20	4,490	-12.30%
Actual for FY 21	3,320	-26.06%
Actual for FY 22	2,800	-15.66%
Budget for FY 23	3,100	10.71%
Plan for FY 24	2,500	-19.35%

Budget for FY 24	2,500
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Offender Watch System established in 2016. This program registers and re-registers sex offenders by creating verification forms that ensure compliance. The City collects an annual \$100 registration fee which is distributed among the City (\$35) and various state agencies.

Line # 01-4-210-4900 Miscellaneous Revenues

Actual for FY 08	267,109	
Actual for FY 09	264,536	-0.96%
Actual for FY 10	292,951	10.74%
Actual for FY 11	170,081	-41.94%
Actual for FY 12	198,137	16.50%
Actual for FY 13	178,871	-9.72%
Actual for FY 14	270,970	51.49%
Actual for FY 15	271,467	0.18%
Actual for FY 16	161,352	-40.56%
Actual for FY 17	131,677	-18.39%
Actual for FY 18	183,034	39.00%
Actual for FY 19	171,816	-6.13%
Actual for FY 20	117,900	-31.38%
Actual for FY 21	57,621	-51.13%
Actual for FY 22	127,629	121.50%
Budget for FY 23	53,250	-58.28%
Plan for FY 24	35,000	-34.27%

Budget for FY 24	35,000
SRO- School	
Auto Theft Task Force	
Fines - AntiCrime	
Police Vehicle Fund	
Training reimbursement-SLEA	
Restitution	
Fines - DUI Equip	
Fines - False alarms	
Fines- Drug Enforcement	
Warrant Fee	
E-Citation Fees	
OT reimb DEA	
ILEAS reimbursement	
BCCD officer	
School reimbursement (BHS)	
Vehicles/equipment sold	
Donations	
Police range rental	
Warrant Fees- Other Departments	
Misc. reimbursement	
* Per the Auditors request, Fines were all moved to their own line item 01-4-210-4400	
* IDOT Grant was moved under Police Grants 4150	

Line # 01-4-210-4945 School Resource Officer (SRO) Reimbursement

Actual for FY 21	7,975	
Actual for FY 22	101,972	1178.65%
Budget for FY 23	107,574	5.49%
Plan for FY 24	108,180	0.56%

Budget for FY 24 108,180

This is the reimbursement from the Belvidere School District for the SRO officer. The City receives 70% of the salary and benefits of the average cost of a police officer. This amount is calculated annually and split into 10 equal monthly payments.

Line # 01-4-220-4150 Grants - Fire Department

Actual for FY 08	0	
Actual for FY 09	20,000	
Actual for FY 10	1,973	-90.14%
Actual for FY 11	0	-100.00%
Actual for FY 12	3,933	
Actual for FY 13	22,504	472.18%
Actual for FY 14	105,855	370.39%
Actual for FY 15	153,199	44.72%
Actual for FY 16	63,831	-58.33%
Actual for FY 17	1,000	-98.43%
Actual for FY 18	15,756	1475.57%
Actual for FY 19	6,466	-58.96%
Actual for FY 20	18,000	178.38%
Actual for FY 21	500	-97.22%
Actual for FY 22	26,647	3500.00%
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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Line # 01-4-220-4900 Miscellaneous Revenue

Actual for FY 08	17,148	
Actual for FY 09	35,559	107.37%
Actual for FY 10	48,359	36.00%
Actual for FY 11	27,167	-43.82%
Actual for FY 12	31,694	16.66%
Actual for FY 13	33,844	6.78%
Actual for FY 14	27,484	-18.79%
Actual for FY 15	33,287	21.12%
Actual for FY 16	42,700	28.28%
Actual for FY 17	36,031	-15.62%
Actual for FY 18	13,980	-61.20%
Actual for FY 19	15,182	8.60%
Actual for FY 20	30,472	100.71%
Actual for FY 21	11,869	-61.05%
Actual for FY 22	10,030	-15.49%
Budget for FY 23	7,500	-25.22%
Plan for FY 24	5,250	-30.00% Includes Fire Review Fees from Comm. Dev.

Budget for FY 24	5,250	
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Line # 01-4-220-4960 Ambulance Services

Plan for FY 24	600,000	New line item in FY 24
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Budget for FY 24	600,000
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Line # 01-4-310-4010 Road and Bridge Tax

			Levy	Belv Twmsp
Actual for FY 08	382,375			
Actual for FY 09	351,278	-8.13%	38,431	191,236
Actual for FY 10	396,492	12.87%	40,088	203,016
Actual for FY 11	394,276	-0.56%	43,718	226,354
Actual for FY 12	398,049	0.96%		
Actual for FY 13	401,734	0.93%	55,250	259,675
Actual for FY 14	346,699	-13.70%	61,000	285,699
Actual for FY 15	328,267	-5.32%	60,000	268,267
Actual for FY 16	318,291	-3.04%		
Actual for FY 17	320,508	0.70%		
Actual for FY 18	320,366	-0.04%		
Actual for FY 19	324,161	1.18%		
Actual for FY 20	319,897	-1.32%		
Actual for FY 21	328,939	2.83%		
Actual for FY 22	341,378	3.78%		
Budget for FY 23	320,000	-6.26%		
Plan for FY 24	320,000	0.00%		

Budget for FY 24					
	320,000				
			FY 22	FY 23	FY 24
Levy			60,000	60,000	60,000
Due from Belvidere Township			260,000	260,000	260,000
			320,000	320,000	320,000

Line # 01-4-310-4350 Sidewalk / Driveway / Lot Grading

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	240	
Actual for FY 11	2,305	860.42%
Actual for FY 12	1,800	-21.91%
Actual for FY 13	1,905	5.83%
Actual for FY 14	1,800	-5.51%
Actual for FY 15	960	-46.67%
Actual for FY 16	2,040	112.50%
Actual for FY 17	2,940	44.12%
Actual for FY 18	2,220	-24.49%
Actual for FY 19	2,524	13.69%
Actual for FY 20	0	-100.00%
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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Line # 01-4-310-4900 Miscellaneous Revenue

Actual for FY 08	153,221	
Actual for FY 09	191,313	24.86%
Actual for FY 10	159,961	-16.39%
Actual for FY 11	57,869	-63.82%
Actual for FY 12	277,889	380.20%
Actual for FY 13	4,364	-98.43%
Actual for FY 14	11,246	157.70%
Actual for FY 15	3,891	-65.40%
Actual for FY 16	4,457	14.55%
Actual for FY 17	5,374	20.58%
Actual for FY 18	1,822	-66.09%
Actual for FY 19	3,047	67.17%
Actual for FY 20	1,375	-54.87%
Actual for FY 21	44,649	3147.20%
Actual for FY 22	4,840	-89.16%
Budget for FY 23	5,000	3.31%
Plan for FY 24	5,000	0.00%

Budget for FY 24	5,000
<p>Payment for Street Department mechanics performing labor on other departments' vehicles.</p>	

Line # 01-4-310-4940 Expense Reimbursement

Actual for FY 08	880	
Actual for FY 09	0	-100.00%
Actual for FY 10	115,205	
Actual for FY 11	26,850	-76.69%
Actual for FY 12	37,125	38.27%
Actual for FY 13	9,298	-74.96%
Actual for FY 14	55,581	497.79%
Actual for FY 15	31,452	-43.41%
Actual for FY 16	55,491	76.43%
Actual for FY 17	67,971	22.49%
Actual for FY 18	34,421	-49.36%
Actual for FY 19	83,599	142.87%
Actual for FY 20	31,097	-62.80%
Actual for FY 21	55,283	77.77%
Actual for FY 22	28,090	-49.19%
Budget for FY 23	15,000	-46.60%
Plan for FY 24	15,000	0.00%

Budget for FY 24	15,000	
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Line # 01-5-310-4940 Expense Reimbursement - Street Department Fuel

Actual for FY 08	6,748		
Actual for FY 09	51,772	667.22%	This is the purchase and reimbursement of gas for City vehicles and reimbursement of labor and materials provided by the Street Department on other departmental vehicles.
Actual for FY 10	7,615	-85.29%	
Actual for FY 11	44,061	478.61%	
Actual for FY 12	52,615	19.41%	
Actual for FY 13	3,392	-93.55%	
Actual for FY 14	39,723	1071.08%	
Actual for FY 15	97,870	146.38%	
Actual for FY 16	21,482	-78.05%	
Actual for FY 17	(18,584)	-186.51%	
Actual for FY 18	(210,670)	1033.62%	
Actual for FY 19	(39,605)	-81.20%	
Actual for FY 20	0	-100.00%	
Actual for FY 21	0		
Actual for FY 22	0		
Budget for FY 23	0		
Plan for FY 24	0		

Budget for FY 24	0
<p>Purchahse of gasoline is recorded here as well as the net gas reimbursement from City departments only. Revenues from non-general fund departments and other entities that purchase gas are recorded under Fuel Charges 01-4-110-4550</p> <p>These expenses have been moved to 110 General Fund Expenses.</p>	

Line # 01-4-310-4950 Sale of Assets

Actual for FY 17	7,100	
Actual for FY 18	0	-100.00%
Actual for FY 19	21,339	
Actual for FY 20	0	-100.00%
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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This is revenue from the sale of vehicles and other capital equipment

Line # 01-4-330-4010 Property Taxes - Street Lighting

Actual for FY 08	174,018	
Actual for FY 09	186,483	7.16%
Actual for FY 10	213,377	14.42%
Actual for FY 11	201,328	-5.65%
Actual for FY 12	198,603	-1.35%
Actual for FY 13	175,358	-11.70%
Actual for FY 14	219,761	25.32%
Actual for FY 15	209,794	-4.54%
Actual for FY 16	210,359	0.27%
Actual for FY 17	210,318	-0.02%
Actual for FY 18	200,386	-4.72%
Actual for FY 19	210,494	5.04%
Actual for FY 20	210,230	-0.13%
Actual for FY 21	209,463	-0.36%
Actual for FY 22	210,496	0.49%
Budget for FY 23	210,000	-0.24%
Plan for FY 24	210,000	0.26%

Budget for FY 24	210,000	
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Line # 01-4-751-4131 Utility Tax - Electric

Actual for FY 08	1,428,930		was account #41-4-751-4131
Actual for FY 09	1,353,588	-5.27%	was account #41-4-751-4131
Actual for FY 10	962,045	-28.93%	was account #41-4-751-4131
Actual for FY 11	1,303,780	35.52%	was account #41-4-751-4131
Actual for FY 12	1,359,625	4.28%	was account #41-4-751-4131
Actual for FY 13	1,521,284	11.89%	
Actual for FY 14	1,525,800	0.30%	
Actual for FY 15	1,502,789	-1.51%	
Actual for FY 16	1,450,229	-3.50%	
Actual for FY 17	1,393,784	-3.89%	
Actual for FY 18	1,364,571	-2.10%	
Actual for FY 19	1,416,157	3.78%	
Actual for FY 20	1,290,604	-8.87%	
Actual for FY 21	1,212,235	-6.07%	
Actual for FY 22	1,109,714	-8.46%	
Budget for FY 23	1,092,591	-1.54%	
Plan for FY 24	1,100,000	0.68%	

Budget for FY 24	1,100,000		
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Line # 01-4-751-4132 Utility Tax - Gas

Actual for FY 08	375,122		was account #41-4-751-4132
Actual for FY 09	528,212	40.81%	was account #41-4-751-4132
Actual for FY 10	263,458	-50.12%	was account #41-4-751-4132
Actual for FY 11	343,443	30.36%	was account #41-4-751-4132
Actual for FY 12	324,085	-5.64%	was account #41-4-751-4132
Actual for FY 13	315,695	-2.59%	
Actual for FY 14	431,250	36.60%	
Actual for FY 15	434,307	0.71%	
Actual for FY 16	279,365	-35.68%	
Actual for FY 17	308,339	10.37%	
Actual for FY 18	328,639	6.58%	
Actual for FY 19	364,110	10.79%	
Actual for FY 20	350,948	-3.61%	
Actual for FY 21	1,101,104	213.75%	
Actual for FY 22	1,133,644	2.96%	
Budget for FY 23	846,396	-25.34%	
Plan for FY 24	925,000	9.29%	

Budget for FY 24	925,000
<p>The City started to see revenues from the Gas Municipal Utility Tax in June 2020. Azavar will receive 18% of this new revenue for 36 months.</p>	

Line # 01-4-751-4133 Utility Tax - Telephone

Actual for FY 08	434,030		was account #41-4-751-4133
Actual for FY 09	432,901	-0.26%	was account #41-4-751-4133
Actual for FY 10	424,438	-1.95%	was account #41-4-751-4133
Actual for FY 11	377,334	-11.10%	was account #41-4-751-4133
Actual for FY 12	360,186	-4.54%	was account #41-4-751-4133
Actual for FY 13	374,052	3.85%	was account #41-4-751-4133
Actual for FY 14	344,812	-7.82%	was account #41-4-751-4133
Actual for FY 15	334,566	-2.97%	
Actual for FY 16	341,413	2.05%	
Actual for FY 17	300,449	-12.00%	
Actual for FY 18	262,901	-12.50%	
Actual for FY 19	230,453	-12.34%	
Actual for FY 20	208,487	-9.53%	
Actual for FY 21	170,616	-18.16%	
Actual for FY 22	147,086	-13.79%	
Budget for FY 23	148,176	0.74%	
Plan for FY 24	135,000	-8.89%	

Budget for FY 24	135,000		
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General Fund Expenditures

		Actual FY 14	Actual FY 15	Actual FY 16	Actual FY 17	Actual FY 18	Actual FY 19	Actual FY 20	Actual FY 21	Actual FY 22	Budget FY 23	Plan FY24
Telecom Tax Rebate	01-5-110-4013	0	10,783	0	0	0	0	0	0	0	0	0
Salaries - Elected Officials	01-5-110-5000	207,623	207,328	207,623	207,623	213,878	214,542	205,390	215,342	218,210	215,889	215,889
Salaries - Regular FT	01-5-110-5010	196,356	200,844	215,619	221,324	226,431	233,509	243,796	244,784	216,714	234,708	245,711
Health Insurance	01-5-110-5130	386,998	390,513	426,535	469,397	454,004	469,144	420,790	383,955	416,982	506,331	518,316
Dental Ins Claims Paid	01-5-110-5131	21,834	26,958	33,617	28,915	29,788	29,265	16,236	30,615	26,941	30,000	30,000
Group Life Insurance	01-5-110-5132	3,418	1,318	1,331	1,337	1,380	1,392	1,381	1,372	1,354	1,652	1,377
Unemployment Insurance	01-5-110-5136	0	0	0	0	0	0	0	0	0	0	0
Health Ins Reimbursement	01-4-110-4540	(131,550)	(143,250)	(155,658)	(153,132)	(156,966)	(143,896)	(139,970)	(143,717)	(154,278)	(173,339)	(144,861)
Memberships, Mtgs & Conf.	01-5-110-5154	7,403	8,647	11,727	11,209	13,285	10,977	9,075	3,867	5,392	8,075	31,655
Subscriptions/ Ed Mat	01-5-110-5156	337	1,029	619	553	432	697	969	1,017	1,034	1,500	0
Gen Admin - Personnel & Benefits Exp		692,419	704,170	741,413	787,226	782,231	815,630	757,668	737,235	732,349	824,816	898,087
Repair/Maint-Bldg	01-5-110-6010	18,537	25,386	19,690	34,784	19,804	29,490	22,577	25,321	34,168	28,108	29,600
Repair/Maint-Equip	01-5-110-6020	0	0	2,249	3,424	3,925	5,021	5,323	3,880	4,364	5,000	5,000
Legal	01-5-110-6110	6,237	6,542	5,624	7,451	6,083	7,390	6,129	8,725	6,464	115,500	46,250
Other Prof Services	01-5-110-6190	0	2,813	14,668	0	2,169	69,383	52,966	170,602	117,833	92,000	92,000
Back to Business Grant	01-5-110-6191	0	0	0	0	0	0	0	0	0	0	0
Telephone	01-5-110-6200	14,224	47,564	20,966	20,425	21,935	21,791	20,892	41,535	22,570	23,550	21,250
Codification	01-5-110-6225	1,228	0	950	8,443	5,231	5,941	4,805	5,274	3,236	6,200	6,200
Other Communications	01-5-110-6290	5,838	6,504	3,101	4,037	2,806	3,101	2,717	2,205	1,603	2,250	2,250
Gen Admin-Contractual Expenses		46,064	88,809	67,247	78,565	61,953	142,117	115,407	257,542	190,238	272,608	202,550
Office Supplies	01-5-110-7020	63,482	50,099	46,927	39,061	45,068	41,698	73,978	120,635	93,552	105,350	120,334
Gas and Oil	01-5-110-7030	0	0	0	0	0	195,926	239,760	343,127	475,737	400,000	460,000
Other Supplies	01-5-110-7800	6,571	6,608	6,062	5,417	5,282	4,934	5,703	1,782	2,544	3,100	3,100
Gen Admin - Supplies Expense		70,054	56,707	52,989	44,478	50,350	242,558	319,441	465,544	571,833	508,450	583,434
Misc Expense	01-5-110-7900	66,969	53,950	102,348	72,207	83,627	75,992	88,884	111,743	68,534	53,305	33,150
Reimb of Seized Vehicles	01-5-110-7901	3,000	2,100	600	1,208	600	300	300	300	0	0	0
Heritage Days	01-5-110-7902	0	0	1,872	56,781	74,996	94,304	116,318	4,225	100,117	0	0
Comcast Charges	01-5-110-7903	0	0	0	0	0	0	0	0	0	0	0
Historic Preservation	01-5-110-7904	0	0	0	0	0	0	0	0	0	0	0
Operating Transfers Out	01-5-110-9999	915,184	944,682	697,252	536,965	383,828	659,243	1,846,636	695,784	372,825	3,668,474	1,192,117
Total General Admin Expenses		1,793,690	1,850,618	1,663,721	1,577,429	1,437,585	2,030,145	3,244,653	2,272,373	2,035,896	5,327,653	2,909,338
% change		36.48%	3.17%	-10.10%	-5.19%	-8.87%	41.22%	59.82%	-29.97%	-10.41%	161.69%	-45.39%
Audit Department												
RE Taxes - Audit	01-4-130-4010	20,005	19,995	20,138	20,057	20,041	20,072	20,048	19,975	20,072	20,000	20,000
Accounting & Auditing	01-5-130-6100	28,500	29,100	33,700	35,100	34,920	31,000	36,550	43,701	52,575	47,000	50,000
NET AUDIT DEPARTMENT		(8,495)	(9,105)	(13,562)	(15,043)	(14,879)	(10,928)	(16,502)	(23,726)	(32,503)	(27,000)	(30,000)

		Actual FY 14	Actual FY 15	Actual FY 16	Actual FY 17	Actual FY 18	Actual FY 19	Actual FY 20	Actual FY 21	Actual FY 22	Budget FY 23	Plan FY 24
IMRF Department												
RE Taxes - IMRF	01-4-140-4010	64,957	74,932	72,125	72,110	65,143	65,161	65,074	64,831	65,177	65,000	65,000
Replacement Taxes	01-4-140-4120	81,942	89,393	89,393	92,535	90,889	93,615	93,615	90,999	90,999	90,999	90,999
Interest income	01-4-140-4600	133	134	92	0	0	0	0	0	0	0	0
Expense Reimbursement	01-4-140-4940	17,831	19,981	19,945	26,688	24,893	27,163	22,902	28,278	22,219	24,796	11,192
TOTAL IMRF Revenues		164,863	184,440	181,555	191,333	180,924	185,939	181,591	184,108	178,395	180,795	167,191
IMRF Premium Expense	01-5-140-5120	227,481	205,882	334,797	210,445	194,161	165,964	155,361	137,929	156,885	160,771	99,148
NET IMRF DEPT		(62,618)	(21,442)	(153,242)	(19,112)	(13,237)	19,975	26,230	46,179	21,510	20,024	68,043
Social Security Department												
RE Taxes - FICA/Med	01-4-150-4010	194,813	219,792	225,394	225,347	200,386	200,458	200,226	199,510	200,460	200,000	200,000
Expense Reimbursement	01-4-150-4940	112,412	122,085	120,464	127,997	128,779	136,303	141,794	0	144,207	154,110	158,478
Library Expense Reimb.	01-4-150-4941	27,448	27,756	27,136	28,311	28,653	30,369	29,873	0	30,835	38,011	42,425
Total FICA/Med Revenues		334,673	369,633	372,994	381,654	357,818	367,131	371,892	199,510	375,502	392,121	400,903
FICA Expense	01-5-150-5110	194,508	191,965	191,738	201,288	202,748	212,628	225,777	56,370	224,846	236,273	240,393
Medicare Expense	01-5-150-5112	114,145	120,503	122,988	127,511	128,761	132,929	141,856	137,467	141,180	147,420	151,975
Total Social Sec Expense		308,654	312,468	314,726	328,800	331,509	345,557	367,633	193,837	366,026	383,693	392,368
NET SOCIAL SEC DEPT		26,019	57,165	58,268	52,855	26,310	21,574	4,260	5,673	9,476	8,428	8,535
Liability Insurance Department												
RE Taxes - Ins Liab	01-4-160-4010	408,067	304,694	330,547	320,477	290,560	300,707	300,356	299,250	300,711	300,000	300,000
Expense Reimbursement	01-4-160-4940	221,382	248,508	0	0	0	0	0	0	0	0	0
Total Liab Insurance Revenues		629,448	553,202	330,547	320,477	290,560	300,707	300,356	299,250	300,711	300,000	300,000
Insurance Premium	01-5-160-6800	734,811	665,730	462,849	449,520	452,759	457,401	456,299	454,839	465,305	470,600	484,430
NET - LIABILITY INS DEPT		(105,363)	(112,528)	(132,302)	(129,043)	(162,198)	(156,694)	(155,943)	(155,589)	(164,594)	(170,600)	(184,430)
Public Safety Building Dept												
Salaries - Regular - FT	01-5-215-5010	521,393	537,835	586,715	602,191	639,282	656,405	647,232	678,528	682,810	737,574	780,867
Other (FICA & IMRF)	01-5-215-5079	90,219	108,750	116,092	105,206	110,385	106,740	97,912	113,070	107,997	116,610	123,455
Other Contractual Serv	01-5-215-6890	194,490	199,226	327,940	275,224	299,760	376,337	334,842	312,870	292,460	333,250	357,500
NET - PUBLIC SAFETY DEPT		(806,102)	(845,812)	(1,030,747)	(982,621)	(1,049,427)	(1,139,483)	(1,079,985)	(1,104,468)	(1,083,267)	(1,187,434)	(1,261,822)
Police & Fire Commission Dept												
Physical Exams	01-5-225-6810	6,678	13,630	13,280	13,101	18,664	5,307	5,448	3,694	5,685	5,600	37,400
Other Contractual Serv	01-5-225-6890	13,718	31,396	16,720	9,418	21,303	8,242	8,157	33,364	13,917	12,250	12,250
NET - POLICE & FIRE COMMISSION		(20,396)	(45,026)	(29,999)	(22,519)	(39,966)	(13,549)	(13,605)	(37,058)	(19,602)	(17,850)	(49,650)

		Actual FY 14	Actual FY 15	Actual FY 16	Actual FY 17	Actual FY 18	Actual FY 19	Actual FY 20	Actual FY 21	Actual FY 22	Budget FY 23	Plan FY 24
Civil Defense Department												
RE Tax - Civil Defense	01-4-240-4010	7,020	7,096	7,017	7,032	7,030	7,019	7,025	7,015	7,024	7,000	7,000
Misc Revenues	01-4-240-4900	0	0	0	25,285	631	0	0	0	0	0	0
Miscellaneous Exp	01-5-240-7900	5,000	5,140	5,316	30,688	83,747	5,265	8,794	5,950	5,760	6,800	6,800
NET - CIVIL DEFENSE DEPT		2,020	1,956	1,701	1,630	(76,085)	1,754	(1,769)	1,065	1,264	200	200
Garbage Department												
RE Tax - Refuse / Landfill	01-4-335-4010	24,984	61,946	65,108	45,082	45,102	50,125	50,065	49,902	50,145	50,000	50,000
Misc Revenues	01-4-335-4900	0	0	0	0	0	0	0	0	0	0	0
Misc Expenses	01-5-335-7900	56,262	77,932	69,412	47,564	68,103	52,606	53,020	53,841	53,201	66,000	54,500
NET GARBAGE DEPARTMENT		(31,278)	(15,986)	(4,304)	(2,482)	(23,001)	(2,481)	(2,955)	(3,939)	(3,056)	(16,000)	(4,500)
Forestry Department												
RE Tax - Forestry	01-4-340-4010	39,978	39,963	40,074	40,082	35,081	40,119	40,056	39,951	40,109	40,000	40,000
Forestry Dept Revenues		39,978	39,963	40,074	40,082	35,081	40,119	40,056	40,109	40,000	40,000	40,000
Tree Removal/Purchase	01-5-340-6850	88,910	88,381	135,380	127,536	91,592	43,870	30,694	96,546	47,723	43,000	43,000
Miscellaneous Exp	01-5-340-7900	0	0	0	0	0	0	0	0	0	0	0
Forestry Dept Expenses		88,910	88,381	135,380	127,536	91,592	43,870	30,694	47,723	47,723	43,000	43,000
NET - FORESTRY DEPARTMENT		(48,932)	(48,418)	(95,306)	(87,454)	(56,511)	(3,751)	9,362	(7,614)	(7,723)	(3,000)	(3,000)
Health / Social Services												
Council on Aging	01-5-410-6830	23,000	23,000	23,000	33,000	23,000	23,000	23,000	0	0	0	0
Demolition / Nuisance	01-5-410-6832	1,365	1,076	0	0	2,105	1,630	1,628	40,873	2,599	4,500	4,500
NET - HEALTH/SOCIAL SERVICES		(24,365)	(24,076)	(23,000)	(33,000)	(25,105)	(24,630)	(24,628)	(40,873)	(2,599)	(4,500)	(4,500)
Economic Development												
Planning Dept Services	01-5-610-6150	79,163	89,715	87,147	52,650	49,924	28,171	38,912	1,680	2,520	2,500	3,360
Econ/Bus Devel.	01-5-610-6840	73,000	73,000	73,000	73,000	73,000	73,000	84,945	67,652	108,648	109,591	97,462
Tourism Expense	01-5-610-6842	3,000	3,000	2,000	5,500	0	6,000	5,000	5,000	5,000	5,000	0
Historic Preservation	01-5-610-6844	9,742	8,030	4,493	20,358	32,977	7,783	19,200	9,115	3,794	4,550	4,550
NET - ECONOMIC DEVELOPMENT		(164,905)	(173,745)	(166,640)	(151,508)	(155,900)	(114,954)	(148,056)	(83,447)	(119,962)	(121,641)	(105,372)
Buchanan Street Strolls												
Strolls Vendor Fee	01-4-615-4490	0	0	0	0	0	0	1,040	1,714	1,195	0	0
Strolls Sponsor Fee	01-4-615-4495	0	0	0	0	0	0	6,750	2,000	4,775	0	0
Strolls Misc. Revenue	01-4-615-4900	0	0	0	0	0	0	0	0	166	0	0
TOTAL Strolls Revenues								7,790	3,714	6,136	0	0
Strolls Entertainment	01-5-615-6190	0	0	0	0	0	0	0	12,379	10,205	0	0
Strolls Supplies	01-5-615-7040	0	0	0	0	0	0	0	2,253	1,008	0	0
Strolls Misc. Expenses	01-5-335-7900	0	0	0	0	0	0	0	5,074	3,186	0	0
TOTAL Strolls Expenses		0	0	0	0	0	0	0	19,706	14,399	0	0
NET- STROLLS								7,790	(15,992)	(8,263)	0	0
Utility Tax Dept.												
LAPP Project	01-5-751-8050	0	0	0	0	0	0	0	0	0	0	0
Columbia Ave. (Trans to Capital)	01-5-751-8040	0	0	450,000	450,000	0	0	0	0	0	0	0
Downtown Streetscape	01-5-751-8052	0	5,060	32,666	644,464	0	0	0	0	0	0	0
Downtown Pavement Project	01-5-751-8054	0	0	0	294,851	0	0	0	0	0	0	0
Tripp Rd. Reconstruction	01-5-751-8056	0	0	0	0	47,257	563,642	58,411	0	0	0	0
Southside Stormsewer Study	01-5-751-8058	0	0	0	0	87,490	24,290	0	0	0	0	0
Bellwood Detention Basin	01-5-751-8060	0	0	0	0	27,479	35,003	0	6,445	2406	0	0
Poplar Grove/Lawrenceville Int.	01-5-751-8062	0	0	0	0	0	2,290	0	0	0	0	0
NET- UTILITY TAX		0	5,060	482,666	1,389,315	162,225	625,224	58,411	6,445	2,406	0	0

Line # 01-5-110-5000 Salaries - Elected Officials

Actual for FY 08	156,413	
Actual for FY 09	164,186	4.97%
Actual for FY 10	178,607	8.78%
Actual for FY 11	183,525	2.75%
Actual for FY 12	201,573	9.83%
Actual for FY 13	207,623	3.00%
Actual for FY 14	207,623	0.00%
Actual for FY 15	207,328	-0.14%
Actual for FY 16	207,623	0.14%
Actual for FY 17	207,623	0.00%
Actual for FY 18	213,878	3.01%
Actual for FY 19	214,542	0.31%
Actual for FY 20	205,390	-4.27%
Actual for FY 21	215,342	4.85%
Actual for FY 22	218,210	1.33%
Budget for FY 23	215,889	-1.08%
Plan for FY 24	215,889	0.00%

Budget for FY 24	215,889
<p>Mayor - Morris City Clerk - Turnipseed Treasurer - Thornton Aldermen</p>	

Line # 01-5-110-5010 Salaries - Regular - Full Time

Actual for FY 08	244,716	
Actual for FY 09	267,170	9.18%
Actual for FY 10	265,530	-0.61%
Actual for FY 11	227,742	-14.23%
Actual for FY 12	191,920	-15.73%
Actual for FY 13	197,490	2.90%
Actual for FY 14	196,356	-0.57%
Actual for FY 15	200,844	2.29%
Actual for FY 16	215,619	7.36%
Actual for FY 17	221,324	2.65%
Actual for FY 18	226,431	2.31%
Actual for FY 19	233,509	3.13%
Actual for FY 20	243,796	4.41%
Actual for FY 21	244,784	0.41%
Actual for FY 22	216,714	-11.47%
Budget for FY 23	234,708	8.30%
Plan for FY 24	253,057	7.82%

Budget for FY 24	253,057
Deputy Clerk	
Assistant Clerk	
Finance Officer	
City Attorney	
Paid by Water/Sewer	
Finance Officer 25%	
City Attorney 25%	

Line # 01-5-110-5130 Group Health Insurance

Actual for FY 08	1,144,761	
Actual for FY 09	1,162,915	1.59%
Actual for FY 10	1,216,216	4.58%
Actual for FY 11	1,240,051	1.96%
Actual for FY 12	154,430	-87.55%
Actual for FY 13	144,393	-6.50%
Actual for FY 14	386,998	168.02%
Actual for FY 15	390,513	0.91%
Actual for FY 16	426,535	9.22%
Actual for FY 17	469,397	10.05%
Actual for FY 18	454,004	-3.28%
Actual for FY 19	469,144	3.33%
Actual for FY 20	420,790	-10.31%
Actual for FY 21	383,955	-8.75%
Actual for FY 22	416,982	8.60%
Budget for FY 23	506,331	21.43%
Plan for FY 24	518,316	2.37%

Budget for FY 24	518,316	
	77,171	Administration
	278,702	Retirees
	74,808	City's Deductible and Retirees' Claims
	430,681	
	63,488	Library's 8 employees
	494,169	
	11,616	Envision cost for administration of plan
	2,995	EAS-130 Employees (Perspectives)
	508,780	
	9,536	Envision cost for administration of FSA plan
	518,316	

Line # 01-5-110-5131 Dental Insurance Claims Paid

Actual for FY 08	93,873	
Actual for FY 09	98,507	4.94%
Actual for FY 10	97,134	-1.39%
Actual for FY 11	93,247	-4.00%
Actual for FY 12	23,730	-74.55%
Actual for FY 13	20,885	-11.99%
Actual for FY 14	21,834	4.54%
Actual for FY 15	26,958	23.47%
Actual for FY 16	33,617	24.70%
Actual for FY 17	28,915	-13.99%
Actual for FY 18	29,788	3.02%
Actual for FY 19	29,265	-1.75%
Actual for FY20	16,236	-44.52%
Actual for FY 21	30,615	88.56%
Actual for FY 22	26,941	-12.00%
Budget for FY 23	30,000	11.35%
Plan for FY 24	30,000	0.00%

Budget for FY 24	30,000
<p>The City is self-insured for dental benefits</p>	

Line # 01-5-110-5132 Group Life Insurance (Unum)

Actual for FY 08	9,120	
Actual for FY 09	9,307	2.05%
Actual for FY 10	8,927	-4.08%
Actual for FY 11	8,184	-8.32%
Actual for FY 12	4,638	-43.33%
Actual for FY 13	3,562	-23.20%
Actual for FY 14	3,418	-4.03%
Actual for FY 15	1,318	-61.46%
Actual for FY 16	1,331	1.03%
Actual for FY 17	1,337	0.41%
Actual for FY 18	1,380	3.23%
Actual for FY 19	1,392	0.88%
Actual for FY 20	1,381	-0.78%
Actual for FY 21	1,372	-0.66%
Actual for FY 22	1,354	-1.31%
Budget for FY 23	1,652	22.01%
Plan for FY 24	1,377	-16.65%

Budget for FY 24	1,377
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* In FY 15 we started a co-op with other Boone County Government agencies and life insurance was the first collaboration that was obtained. Our life insurance premiums were cut in half.

Line # 01-4-110-4540 Health Insurance Reimbursement

Actual for FY 08	(104,303)	
Actual for FY 09	(124,935)	19.78%
Actual for FY 10	(137,369)	9.95%
Actual for FY 11	(169,052)	23.06%
Actual for FY 12	(138,763)	-17.92%
Actual for FY 13	(126,024)	-9.18%
Actual for FY 14	(131,550)	4.39%
Actual for FY 15	(143,250)	8.89%
Actual for FY 16	(155,658)	8.66%
Actual for FY 17	(153,132)	-1.62%
Actual for FY 18	(156,966)	2.50%
Actual for FY 19	(143,896)	-8.33%
Actual for FY 20	(139,970)	-2.73%
Actual for FY 21	(143,717)	2.68%
Actual for FY 22	(154,278)	7.35%
Budget for FY 23	(173,339)	12.35%
Plan for FY 24	(144,861)	-16.43%

Budget for FY 24	(144,861)
<p>Retirees/COBRA participants' payments to the City for their portion of health insurance coverage.</p> <p>Rates vary per labor contract, single v. family coverage, and period of retirement. Some pay their premiums monthly, some quarterly, and some semi-annually.</p> <p style="text-align: center;">Yearly (97,786)</p> <p>The Library reimburses the City for their insurance and the City expenses the Library's insurance to 5130.</p> <p style="text-align: center;">Yearly (47,075)</p>	

Line # 01-5-110-5136 Unemployment Compensation

Actual for FY 08	9,737	
Actual for FY 09	0	-100.00%
Actual for FY 10	0	
Actual for FY 11	10,677	
Actual for FY 12	154	-98.56%
Actual for FY 13	0	-100.00%
Actual for FY 14	0	
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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We pay under the "reimbursable employee" program.
Do not budget for any if not known at budgeting time.

Line # 01-5-110-5154 Memberships, Meetings and Conferences

Actual for FY 08	20,268	
Actual for FY 09	15,940	-21.35%
Actual for FY 10	2,938	-81.57%
Actual for FY 11	3,014	2.59%
Actual for FY 12	3,876	28.60%
Actual for FY 13	7,445	92.08%
Actual for FY 14	7,403	-0.56%
Actual for FY 15	8,647	16.80%
Actual for FY 16	11,727	35.62%
Actual for FY 17	11,209	-4.42%
Actual for FY 18	13,285	18.52%
Actual for FY 19	10,977	-17.37%
Actual for FY 20	9,075	-17.32%
Actual for FY 21	3,867	-57.39%
Actual for FY 22	5,392	39.44%
Budget for FY 23	8,075	49.76%
Plan for FY 24	31,655	292.01% *Realignment of items (some moved from Miscellaneous)

Budget for FY 24	31,655
<ul style="list-style-type: none"> Belvidere Chamber Dues Belvidere Chamber Annual Dinner NW IL Municipal Clerks Dues & Mtgs Municipal Clerks of IL Dues & Mtgs IL Municipal League Dues IL Municipal League Mtgs Newly Elected Officials Conference IGFOA Dues & Mtgs ILCMA Dues* City attorney seminars RMAP Dues* NorthCOG Dues* 	

Line # 01-5-110-5156 Subscriptions and Education Materials

Actual for FY 08	1,740	
Actual for FY 09	1,139	-34.54%
Actual for FY 10	1,149	0.88%
Actual for FY 11	552	-51.96%
Actual for FY 12	385	-30.25%
Actual for FY 13	340	-11.64%
Actual for FY 14	337	-0.95%
Actual for FY 15	1,029	205.43%
Actual for FY 16	619	-39.87%
Actual for FY 17	553	-10.66%
Actual for FY 18	432	-21.94%
Actual for FY 19	697	61.58%
Actual for FY 20	969	38.95%
Actual for FY 21	1,017	4.95%
Actual for FY 22	1,034	1.67%
Budget for FY 23	1,500	45.07%
Plan for FY 24	0	

Budget for FY 24	0
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The major publication is the City's annual report. Other expenses include legal publications for public hearings, ordinances, bid specs, and others as specified by the City Council.

Publications moved to 01-5-110-6110 beginning FY 24

Line # 01-5-110-6010 Repairs and Maintenance - Buildings

Actual for FY 08	20,527	
Actual for FY 09	29,838	45.36%
Actual for FY 10	16,814	-43.65%
Actual for FY 11	9,800	-41.72%
Actual for FY 12	10,893	11.15%
Actual for FY 13	13,322	22.30%
Actual for FY 14	18,537	39.14%
Actual for FY 15	25,386	36.95%
Actual for FY 16	19,690	-22.44%
Actual for FY 17	34,784	76.66%
Actual for FY 18	19,804	-43.07%
Actual for FY 19	29,490	48.91%
Actual for FY 20	22,577	-23.44%
Actual for FY 21	25,321	12.15%
Actual for FY 22	34,168	34.94%
Budget for FY 23	38,108	11.53% Includes \$10,000 for upgrade of alarm systems
Plan for FY 24	29,600	-22.33%

Budget for FY 24	29,600
Janitorial service	
Disposal service	
Alarm System Maint. - ADT and Superior Spy	
HVAC	
Non-scheduled maintenance and repairs	
Rug Service (moved from office supplies)	

Line # 01-5-110-6020 Repairs and Maintenance - Equipment

Actual for FY 08	6,711	
Actual for FY 09	5,231	-22.05%
Actual for FY 10	4,796	-8.32%
Actual for FY 11	200	-95.83%
Actual for FY 12	0	-100.00%
Actual for FY 13	26	
Actual for FY 14	0	-100.00%
Actual for FY 15	0	
Actual for FY 16	2,249	
Actual for FY 17	3,424	52.27%
Actual for FY 18	3,925	14.63%
Actual for FY 19	5,021	27.93%
Actual for FY 20	5,323	6.00%
Actual for FY 21	3,880	-27.10%
Actual for FY 22	4,364	12.47%
Budget for FY 23	5,000	14.57%
Plan for FY 24	5,000	0.00%

Budget for FY 24	5,000
<p>Includes copy machine and printer maintenance, AED maintenance, etc. *Formerly under Office Supplies.</p>	

Line # 01-5-110-6110 Legal

Actual for FY 08	31,931		
Actual for FY 09	69,741	118.41%	
Actual for FY 10	25,661	-63.21%	
Actual for FY 11	13,293	-48.20%	
Actual for FY 12	13,735	3.33%	
Actual for FY 13	7,036	-48.77%	
Actual for FY 14	6,237	-11.35%	
Actual for FY 15	6,542	4.89%	
Actual for FY 16	5,624	-14.04%	
Actual for FY 17	7,451	32.50%	
Actual for FY 18	6,083	-18.36%	
Actual for FY 19	7,390	21.49%	
Actual for FY 20	6,129	-17.06%	
Actual for FY 21	8,725	42.35%	
Actual for FY 22	6,464	-25.91%	
Budget for FY 23	115,500	1686.82%	Potential arbitration fees (union negotiations)
Plan for FY 24	46,250	-59.96%	

Budget for FY 24	46,250
<p>West Law - Lexis Nexis Recording Fees Traffic Court FOP exp. 4/30/22 Police Sgts exp 4/30/22 IAFF exp 4/30/22 Fire Officers 4/30/22 IUOE exp 4/30/22 Publications-newspapers* Registration-classes Dues Books/Legal Materials Potential litigation Miscellaneous</p>	
<p>*Combined with 01-5-110-5156 beginning FY 24</p>	

Line # 01-5-110-6190 Other Professional Services

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	2,500	
Actual for FY 11	0	-100.00%
Actual for FY 12	0	
Actual for FY 13	2,500	
Actual for FY 14	0	-100.00%
Actual for FY 15	2,913	
Actual for FY 16	14,668	421.51%
Actual for FY 17	0	-100.00%
Actual for FY 18	2,169	
Actual for FY 19	69,383	3098.24%
Actual for FY 20	52,966	-23.66%
Actual for FY 21	170,602	222.10%
Actual for FY 22	117,833	-30.93%
Budget for FY 23	92,000	-21.92%
Plan for FY 24	92,000	0.00%

Budget for FY 24	92,000	
<p>Includes mosquito management and monies paid to Azavar Audit Solutions for utility tax collections</p>		

Line # 01-5-110-6200 Telephone

Actual for FY 08	14,027	
Actual for FY 09	14,199	1.23%
Actual for FY 10	12,451	-12.31%
Actual for FY 11	12,690	1.92%
Actual for FY 12	13,282	4.67%
Actual for FY 13	13,355	0.55%
Actual for FY 14	14,224	6.51%
Actual for FY 15	47,564	234.40% *Includes purchase of new phone sytem for City Hall
Actual for FY 16	20,966	-55.92%
Actual for FY 17	20,425	-2.58%
Actual for FY 18	21,935	7.39%
Actual for FY 19	21,791	-0.66%
Actual for FY 20	20,892	-4.13%
Actual for FY 21	41,535	98.81%
Actual for FY 22	22,570	-45.66%
Budget for FY 23	23,550	4.34%
Plan for FY 24	21,250	-9.77%

Budget for FY 24	21,250
Frontier- phone	
M C I	
Comcast-internet	
I Fiber	
Fiber - internet	
TIG- phone	
Miscellaneous	
Phone system maintenance	

Line # 01-5-110-6225 Codification

Actual for FY 08	13,141	
Actual for FY 09	6,382	-51.43%
Actual for FY 10	0	-100.00%
Actual for FY 11	8,879	
Actual for FY 12	5,079	-42.80%
Actual for FY 13	5,005	-1.46%
Actual for FY 14	1,228	-75.46%
Actual for FY 15	0	-100.00%
Actual for FY 16	950	
Actual for FY 17	8,443	788.72%
Actual for FY 18	5,231	-38.04%
Actual for FY 19	5,941	13.57%
Actual for FY 20	4,805	-19.13%
Actual for FY 21	5,274	9.77%
Actual for FY 22	3,236	-38.64%
Budget for FY 23	6,200	91.59%
Plan for FY 24	6,200	0.00%

Budget for FY 24	6,200
<p>*Previously paid out of Miscellaneous 01-5-110-7900</p>	

Line # 01-5-110-6290 Other Communications

Actual for FY 08	3,149	
Actual for FY 09	3,227	2.48%
Actual for FY 10	3,163	-1.98%
Actual for FY 11	3,033	-4.11%
Actual for FY 12	3,472	14.47%
Actual for FY 13	3,491	0.56%
Actual for FY 14	5,835	67.13%
Actual for FY 15	6,504	11.46%
Actual for FY 16	3,101	-52.31%
Actual for FY 17	4,037	30.18%
Actual for FY 18	2,806	-30.51%
Actual for FY 19	3,101	10.55%
Actual for FY 20	2,717	-12.40%
Actual for FY 21	2,205	-18.84%
Actual for FY 22	1,603	-27.30%
Budget for FY 23	2,250	40.36%
Plan for FY 24	2,250	0.00%

Budget for FY 24	2,250	
<p>Includes monthly tablet and cell phone charges for Administration</p>		

Line # 01-5-110-7020 Office Supplies

Actual for FY 08	63,875	
Actual for FY 09	51,342	-19.62%
Actual for FY 10	32,425	-36.85%
Actual for FY 11	38,809	19.69%
Actual for FY 12	53,643	38.22%
Actual for FY 13	41,071	-23.44%
Actual for FY 14	63,482	54.57%
Actual for FY 15	50,099	-21.08%
Actual for FY 16	46,927	-6.33%
Actual for FY 17	39,061	-16.76%
Actual for FY 18	45,068	15.38%
Actual for FY 19	41,698	-7.48%
Actual for FY 20	73,978	77.41%
Actual for FY 21	84,800	14.63%
Actual for FY 22	93,552	10.32%
Budget for FY 23	105,350	12.61%
Plan for FY 24	122,334	16.12% Includes Incode upgrade and reorganization of expenditures

Budget for FY 24	122,334
<p>Postage and meter maintenance</p> <p>Copy paper, paper supplies</p> <p>Incode program maintenance</p> <p>Envelopes and letterhead</p> <p>Checks, bank supplies</p> <p>Computers and software</p> <p>ADP Payroll</p> <p>Decals - bus, amuse, pking</p> <p>Cabinets, chairs, desks</p> <p>Website maintenance</p> <p>Copier leases**</p> <p>Rug service</p> <p>Tech support (Boone IT)*</p> <p>Postage - Planning</p> <p>Death certificate paper</p> <p>Paper shredding***</p> <p>Laserfiche license & server</p> <p>Jotform</p>	
<p>* Tech support from Boone County IT per the agreement.</p> <p>** Copier lease/maintenance is coming out of 01-5-110-6020</p> <p>*** Previously paid from 01-5-110-7900 Miscellaneous</p>	

Line # 01-5-110-7030 Gas and Oil

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	0	
Actual for FY 11	0	
Actual for FY 12	0	
Actual for FY 13	0	
Actual for FY 14	0	
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	195,926	
Actual for FY 20	239,760	22.37%
Actual for FY 21	343,127	43.11%
Actual for FY 21	475,737	38.65%
Budget for FY 23	400,000	-15.92%
Plan for FY 24	460,000	15.00%

Budget for FY 24	460,000	
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Line # 01-5-110-7800 Other Supplies

Actual for FY 08	7,605	
Actual for FY 09	5,932	-22.00%
Actual for FY 10	6,021	1.50%
Actual for FY 11	4,829	-19.80%
Actual for FY 12	5,556	15.05%
Actual for FY 13	5,976	7.57%
Actual for FY 14	6,571	9.95%
Actual for FY 15	6,608	0.56%
Actual for FY 16	6,062	-8.27%
Actual for FY 17	5,417	-10.63%
Actual for FY 18	5,282	-2.50%
Actual for FY 19	4,934	-6.57%
Actual for FY 20	5,703	15.58%
Actual for FY 21	1,782	-68.75%
Actual for FY 22	2,544	42.76%
Budget for FY 23	3,100	21.86%
Plan for FY 24	3,100	0.00%

Budget for FY 24	3,100
Towels, soap, tissues, toilet paper, garbage bags, silverware, coffee cups, cleaning supplies	

Line # 01-5-110-7900 Miscellaneous

Actual for FY 08	63,879		
Actual for FY 09	167,534	162.27%	
Actual for FY 10	87,960	-47.50%	This is unplanned/unknown expenses incurred
Actual for FY 11	122,253	38.99%	by the personnel at City Hall or associated with
Actual for FY 12	76,477	-37.44%	the Council Chambers
Actual for FY 13	309,912	305.24%	
Actual for FY 14	66,969	-78.39%	
Actual for FY 15	53,950	-19.44%	
Actual for FY 16	102,348	89.71%	
Actual for FY 17	72,207	-29.45%	
Actual for FY 18	83,627	15.82%	
Actual for FY 19	75,992	-9.13%	
Actual for FY 20	88,884	16.96%	
Actual for FY 21	111,743	25.72%	
Actual for FY 22	68,534	-38.67%	
Budget for FY 23	53,305	-22.22%	
Plan for FY 24	33,150	-37.81%	Reorganization of expenditures

Budget for FY 24	33,150
Shredding*	
Hometown Christmas	
Outdoor flags	
Heritage Days donation	
Death certificate fees (IDPH)	
RMAP contribution**	
Bank charges	
Chamber of Commerce membership fee**	
Chamber of Commerce annual dinner**	
Lunch meetings/food/mileage reimb.	
Boone County Fair	
Other	
Northern IL Council of Governments (NorthCOG)**	
Other - includes funeral flowers, business cards, notary, appraisals, misc. supplies, etc.	
*Now paid from 01-5-110-7020 Office Supplies	
**Now paid from 01-5-110-5154 Memberships, Meetings and Conferences	

Line # 01-5-110-9999 Operating Transfer Out

Actual for FY 08	271,441	
Actual for FY 09	207,959	-23.39%
Actual for FY 10	207,749	-0.10%
Actual for FY 11	207,524	-0.11%
Actual for FY 12	190,176	-8.36%
Actual for FY 13	447,836	135.49%
Actual for FY 14	915,184	104.36%
Actual for FY 15	944,882	3.25%
Actual for FY 16	697,252	-26.21%
Actual for FY 17	536,965	-22.99%
Actual for FY 18	383,828	-28.52%
Actual for FY 19	659,243	71.75%
Actual for FY 20	1,846,636	180.11%
Actual for FY 21	695,784	-62.32%
Actual for FY 22	372,825	-46.42%
Budget for FY 23	3,668,474	883.97%
Plan for FY 24	1,192,117	-67.50%

Budget for FY 24	1,192,117	
	67,022	Transfer to Capital 752 (fire truck payment 1 of 6)
	523,531	Transfer to Capital 752 (vehicles and equipment)
	87,430	Transfer to Capital 752 (buildings / projects)
	450,000	Transfer to Capital 110 (Road and Storm Water Projects)
	64,134	Transfer to Capital 752 ('05 Debt Certificate for City Hall - final payment is 8/1/25)
	<u>1,192,117</u>	

Line # 01-4-130-4010 Real Property Taxes - Accounting and Auditing

Actual for FY 08	25,128	
Actual for FY 09	28,915	15.07%
Actual for FY 10	28,006	-3.14%
Actual for FY 11	24,954	-10.90%
Actual for FY 12	15,094	-39.51%
Actual for FY 13	14,905	-1.25%
Actual for FY 14	20,005	34.21%
Actual for FY 15	19,995	-0.05%
Actual for FY 16	20,138	0.71%
Actual for FY 17	20,057	-0.40%
Actual for FY 18	20,041	-0.08%
Actual for FY 19	20,072	0.15%
Actual for FY 20	20,048	-0.12%
Actual for FY 21	19,975	-0.36%
Actual for FY 22	20,072	0.49%
Budget for FY 23	20,000	-0.36%
Plan for FY 24	20,000	0.00%

Budget for FY 24	20,000
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Line # 01-5-130-6100 Accounting and Auditing

Actual for FY 08	24,560	
Actual for FY 09	25,800	5.05%
Actual for FY 10	26,600	3.10%
Actual for FY 11	29,200	9.77%
Actual for FY 12	28,200	-3.42%
Actual for FY 13	29,000	2.84%
Actual for FY 14	28,500	-1.72%
Actual for FY 15	29,100	2.11%
Actual for FY 16	33,700	15.81%
Actual for FY 17	35,100	4.15%
Actual for FY 18	34,920	-0.51%
Actual for FY 19	31,000	-11.23%
Actual for FY 20	36,550	17.90%
Actual for FY 21	43,701	19.56%
Actual for FY 22	52,575	20.31%
Budget for FY 23	47,000	-10.60%
Plan for FY 24	50,000	6.38%

Budget for FY 24	50,000
<p>Auditing services from Sikich LLP and GASB reports from Lauterbach and Amen</p>	

Line # 01-4-140-4010 Real Property Taxes - IMRF

Actual for FY 08	174,018	
Actual for FY 09	189,835	9.09%
Actual for FY 10	176,924	-6.80%
Actual for FY 11	147,051	-16.88%
Actual for FY 12	60,377	-58.94%
Actual for FY 13	59,621	-1.25%
Actual for FY 14	64,957	8.95%
Actual for FY 15	74,932	15.36%
Actual for FY 16	72,125	-3.75%
Actual for FY 17	72,110	-0.02%
Actual for FY 18	65,143	-9.66%
Actual for FY 19	65,161	0.03%
Actual for FY 20	65,074	-0.13%
Actual for FY 21	64,831	-0.37%
Actual for FY 22	65,177	0.53%
Budget for FY 23	65,000	-0.27%
Plan for FY 24	65,000	0.00%

Budget for FY 24	65,000	
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Line # 01-4-140-4120 Corporate Replacement Tax

Actual for FY 08	96,778	
Actual for FY 09	104,299	7.77%
Actual for FY 10	105,302	0.96%
Actual for FY 11	105,302	0.00%
Actual for FY 12	60,173	-42.86%
Actual for FY 13	89,450	48.65%
Actual for FY 14	81,942	-8.39%
Actual for FY 15	89,393	9.09%
Actual for FY 16	89,393	0.00%
Actual for FY 17	92,535	3.51%
Actual for FY 18	90,889	-1.78%
Actual for FY 19	93,615	3.00%
Actual for FY 20	93,615	0.00%
Actual for FY 21	90,999	-2.79%
Actual for FY 22	90,999	0.00%
Budget for FY 23	90,999	0.00%
Plan for FY 24	90,999	0.00%

Budget for FY 24	90,999	
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Line # 01-4-140-4600 Interest Income

Actual for FY 08	4,214	
Actual for FY 09	2,147	-49.05%
Actual for FY 10	1,076	-49.88%
Actual for FY 11	398	-63.01%
Actual for FY 12	389	-2.26%
Actual for FY 13	224	-42.54%
Actual for FY 14	133	-40.32%
Actual for FY 15	134	0.10%
Actual for FY 16	92	-30.99%
Actual for FY 17	0	-100.00%
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
<p>1% of beginning "Reserved" balance</p> <p>The reserve balance account was closed in FY16.</p>	

Line # 01-4-140-4940 Expense Reimbursement

Actual for FY 08	161,436	
Actual for FY 09	21,555	-86.65%
Actual for FY 10	23,578	9.39%
Actual for FY 11	11,649	-50.59%
Actual for FY 12	11,271	-3.24%
Actual for FY 13	13,268	17.71%
Actual for FY 14	17,831	34.39%
Actual for FY 15	19,981	12.06%
Actual for FY 16	19,945	-0.18%
Actual for FY 17	26,688	33.81%
Actual for FY 18	24,893	-6.73%
Actual for FY 19	27,163	9.12%
Actual for FY 20	22,902	-15.69%
Actual for FY 21	0	-100.00%
Actual for FY 22	22,219	
Budget for FY 23	24,796	11.60%
Plan for FY 24	17,121	-30.95%

Budget for FY 24	17,121	This is what we get from the Community Dev. Department and this is IMRF only (01-5-230-5120)
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Actual for FY 08	549,509	
Actual for FY 09	274,773	-50.00%
Actual for FY 10	305,201	11.07%
Actual for FY 11	285,971	-6.30%
Actual for FY 12	224,074	-21.64%
Actual for FY 13	253,216	13.01%
Actual for FY 14	227,481	-10.16%
Actual for FY 15	205,882	-9.49%
Actual for FY 16	334,797	62.62%
Actual for FY 17	210,445	-37.14%
Actual for FY 18	194,161	-7.74%
Actual for FY 19	165,964	-14.52%
Actual for FY 20	155,361	-6.39%
Actual for FY 21	137,929	-11.22%
Actual for FY 22	156,885	13.74%
Budget for FY 23	160,771	2.48%
Plan for FY 24	99,510	-38.10%

Budget for FY 24	99,510			
<p>This is the amount paid for IMRF, the employer's portion. The employer's amount for planning employees is included in this amount.</p> <p>The City's rate for CY 2023 is 4.91% and the rate for CY 2024 is not yet available</p>				
		4.91%	8.16%	
		8 months	4 months	TOTAL
Salaries eligible for IMRF				
Admin.	437,785	14,330	11,908	26,238
Police	135,225	4,426	3,678	8,104
Police (SLEP)	0	0	0	0
Fire	38,215	1,251	1,039	2,290
Community Dev.	285,662	9,351	7,770	17,121
Street	763,453	24,990	20,766	45,756
	1,660,340	54,348	45,161	99,510

Line # 01-4-150-4010 Real Property Taxes - FICA / Medicare

Actual for FY 08	174,018	
Actual for FY 09	189,835	9.09%
Actual for FY 10	238,715	25.75%
Actual for FY 11	225,290	-5.62%
Actual for FY 12	180,728	-19.78%
Actual for FY 13	188,724	4.42%
Actual for FY 14	194,813	3.23%
Actual for FY 15	219,792	12.82%
Actual for FY 16	225,394	2.55%
Actual for FY 17	225,347	-0.02%
Actual for FY 18	200,386	-11.08%
Actual for FY 19	200,458	0.04%
Actual for FY 20	200,226	-0.12%
Actual for FY 21	199,510	-0.36%
Actual for FY 22	200,460	0.48%
Budget for FY 23	200,000	-0.23%
Plan for FY 24	200,000	0.00%

Budget for FY 24	200,000	
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Line # 01-4-150-4940 Expense Reimbursement

Actual for FY 08	122,160	
Actual for FY 09	128,031	4.81%
Actual for FY 10	112,793	-11.90%
Actual for FY 11	97,183	-13.84%
Actual for FY 12	100,269	3.18%
Actual for FY 13	100,948	0.68%
Actual for FY 14	112,412	11.36%
Actual for FY 15	122,085	8.60%
Actual for FY 16	120,464	-1.33%
Actual for FY 17	127,997	6.25%
Actual for FY 18	128,779	0.61%
Actual for FY 19	136,303	5.84%
Actual for FY 20	141,794	4.03%
Actual for FY 21	0	-100.00%
Actual for FY 22	144,207	
Budget for FY 23	154,110	6.87%
Plan for FY 24	158,480	2.84%

Budget for FY 24	158,480	
<p>This is the amount withheld from the Building, Water, and Sewer employee paychecks and then made a part of the City's total payment for FICA taxes.</p>		
Salaries + OT	Increase the above by:	
1,785,978	Water/Sewer salaries at 7.65%	136,627
285,662	Community Development Department salaries at 7.65%	<u>21,853</u>
		158,480

Line # 01-4-150-4941 Library Expense Reimbursement

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	0	
Actual for FY 11	0	
Actual for FY 12	23,714	
Actual for FY 13	26,560	12.00%
Actual for FY 14	27,448	3.34%
Actual for FY 15	27,756	1.12%
Actual for FY 16	27,136	-2.24%
Actual for FY 17	28,311	4.33%
Actual for FY 18	28,653	1.21%
Actual for FY 19	30,369	5.99%
Actual for FY 20	29,873	-1.63%
Actual for FY 21	0	-100.00%
Actual for FY 22	30,835	
Budget for FY 23	38,011	23.27%
Plan for FY 24	42,425	11.61%

Budget for FY 24	42,425
<p>This is the amount withheld from the Library's portion of the City's total payment for FICA taxes.</p>	
Salaries + OT	Increase the above by:
554,575	Library salaries at 7.65%
	42,425

Line # 01-5-150-5110 FICA

Actual for FY 08	247,715	
Actual for FY 09	267,751	8.09%
Actual for FY 10	256,280	-4.28%
Actual for FY 11	229,992	-10.26%
Actual for FY 12	208,581	-9.31%
Actual for FY 13	214,399	2.79%
Actual for FY 14	194,508	-9.28%
Actual for FY 15	191,965	-1.31%
Actual for FY 16	191,738	-0.12%
Actual for FY 17	201,288	4.98%
Actual for FY 18	202,748	0.72%
Actual for FY 19	212,628	4.87%
Actual for FY 20	225,777	6.18%
Actual for FY 21	239,885	6.25%
Actual for FY 22	224,846	-6.27%
Budget for FY 23	236,273	5.08%
Plan for FY 24	240,393	1.74%

Budget for FY 24	240,393
<p>This is the total paid for the employer portion of FICA only. Salaries eligible for FICA payment:</p>	

Line # 01-5-150-5112 Medicare

Actual for FY 08	105,476	
Actual for FY 09	114,486	8.54%
Actual for FY 10	110,523	-3.46%
Actual for FY 11	104,942	-5.05%
Actual for FY 12	100,687	-4.05%
Actual for FY 13	105,335	4.62%
Actual for FY 14	114,145	8.36%
Actual for FY 15	120,503	5.57%
Actual for FY 16	122,988	2.06%
Actual for FY 17	127,511	3.68%
Actual for FY 18	128,761	0.98%
Actual for FY 19	132,929	3.24%
Actual for FY 20	141,856	6.72%
Actual for FY 21	137,467	-3.09%
Actual for FY 22	141,180	2.70%
Budget for FY 23	147,420	4.42%
Plan for FY 24	151,975	3.09%

Budget for FY 24	151,975
This is the City's expense for Medicare (includes Water, Sewer, and Library).	

Line # 01-4-160-4010 Real Property Taxes - Insurance Liability (Tort)

Actual for FY 08	258,401	
Actual for FY 09	284,543	10.12%
Actual for FY 10	313,396	10.14%
Actual for FY 11	306,773	-2.11%
Actual for FY 12	200,589	-34.61%
Actual for FY 13	228,564	13.95%
Actual for FY 14	408,067	78.53%
Actual for FY 15	304,694	-25.33%
Actual for FY 16	330,547	8.49%
Actual for FY 17	320,477	-3.05%
Actual for FY 18	290,560	-9.34%
Actual for FY 19	300,707	3.49%
Actual for FY 20	300,356	-0.12%
Actual for FY 21	299,250	-0.37%
Actual for FY 22	300,711	0.49%
Budget for FY 23	300,000	-0.24%
Plan for FY 24	300,000	0.00%

Budget for FY 24	300,000	
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Line # 01-5-160-8800 Liability Insurance

Actual for FY 08	439,778	
Actual for FY 09	482,688	9.76%
Actual for FY 10	511,761	6.02%
Actual for FY 11	608,726	18.95%
Actual for FY 12	626,788	2.97%
Actual for FY 13	789,539	25.97%
Actual for FY 14	734,811	-6.93%
Actual for FY 15	665,730	-9.40%
Actual for FY 16	462,849	-30.47%
Actual for FY 17	449,520	-2.88%
Actual for FY 18	452,759	0.72%
Actual for FY 19	457,401	1.03%
Actual for FY 20	454,790	-0.57%
Actual for FY 21	480,375	5.63%
Actual for FY 22	465,305	-3.14%
Budget for FY 23	470,600	1.14%
Plan for FY 24	484,430	2.94%

-30.47% Remaining cost is budgeted in the Water and Sewer Funds

Budget for FY 24	484,430
<p>IMLRMA (General Fund pays 65%) Letter of Credit Underground Tank Insurance Miscellaneous</p>	

Line # 01-5-215-5010 Salaries - Regular Full Time - Public Safety Building

Actual for FY 08	377,790		
Actual for FY 09	387,586	2.59%	City pays 50% of the salaries of the records clerks, dispatchers, and maintenance personnel.
Actual for FY 10	431,363	11.29%	
Actual for FY 11	468,390	8.58%	
Actual for FY 12	456,424	-2.55%	
Actual for FY 13	452,061	-0.96%	
Actual for FY 14	521,393	15.34%	
Actual for FY 15	537,835	3.15%	
Actual for FY 16	586,715	9.09%	
Actual for FY 17	602,191	2.64%	
Actual for FY 18	639,282	6.16%	
Actual for FY 19	656,405	2.68%	
Actual for FY 20	647,232	-1.40%	
Actual for FY 21	678,528	4.84%	
Actual for FY 22	682,810	0.63%	
Budget for FY 23	737,574	8.02%	
Plan for FY 24	780,867	5.87%	

Budget for FY 24	780,867																					
<p>The County's estimated salaries plus OT for their FY23 (ends 11/30/23) is \$1,517,473 which would be:</p> <table> <tr> <td>Monthly amount =</td> <td>126,456</td> <td>(1,517,473 / 12)</td> </tr> <tr> <td>Increase above by 3.0%</td> <td>132,779</td> <td>(1,593,346 / 12 = CO budget)</td> </tr> <tr> <td>Therefore, our FY24 amount would be:</td> <td></td> <td></td> </tr> <tr> <td>5 months at</td> <td>632,280</td> <td></td> </tr> <tr> <td>7 months at</td> <td>929,453</td> <td></td> </tr> <tr> <td></td> <td><u>1,561,733</u></td> <td></td> </tr> <tr> <td>City's half =</td> <td>780,867</td> <td></td> </tr> </table>		Monthly amount =	126,456	(1,517,473 / 12)	Increase above by 3.0%	132,779	(1,593,346 / 12 = CO budget)	Therefore, our FY24 amount would be:			5 months at	632,280		7 months at	929,453			<u>1,561,733</u>		City's half =	780,867	
Monthly amount =	126,456	(1,517,473 / 12)																				
Increase above by 3.0%	132,779	(1,593,346 / 12 = CO budget)																				
Therefore, our FY24 amount would be:																						
5 months at	632,280																					
7 months at	929,453																					
	<u>1,561,733</u>																					
City's half =	780,867																					

Line # 01-5-215-5079 FICA and IMRF - Public Safety Building

Actual for FY 08	0	
Actual for FY 09	0	
Actual for FY 10	0	
Actual for FY 11	0	
Actual for FY 12	0	
Actual for FY 13	0	
Actual for FY 14	90,219	
Actual for FY 15	108,750	20.54%
Actual for FY 16	116,092	6.75%
Actual for FY 17	105,206	-9.38%
Actual for FY 18	110,385	4.92%
Actual for FY 19	106,740	-3.30%
Actual for FY 20	97,912	-8.27%
Actual for FY 21	124,644	27.30%
Actual for FY 22	107,997	-13.36%
Budget for FY 23	116,610	7.98%
Plan for FY 24	123,455	5.87%

Budget for FY 24	123,455	
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Line # 01-5-215-6890 Public Safety Building Expenses

Actual for FY 08	187,309		City pays 50% of the PSB expenses and NO jail expenses
Actual for FY 09	139,750	-25.39%	
Actual for FY 10	104,929	-24.92%	The City will generate its budget from the County's budget
Actual for FY 11	154,461	47.21%	which is for a period of 12/01 - 11/30. Therefore, the City's
Actual for FY 12	158,375	2.53%	budget will be made up of 7 months of one County year and
Actual for FY 13	164,015	3.56%	5 months of the next year.
Actual for FY 14	194,490	18.58%	
Actual for FY 15	199,226	2.44%	
Actual for FY 16	327,940	64.61%	
Actual for FY 17	275,224	-16.08%	
Actual for FY 18	299,760	8.91%	
Actual for FY 19	376,337	25.55%	
Actual for FY 20	334,842	-11.03%	
Actual for FY 21	318,232	-4.96%	
Actual for FY 22	292,460	-8.10%	
Budget for FY 23	333,250	13.95%	
Plan for FY 24	357,500	7.28%	Includes \$30,000 for email server upgrade and maintenance plan

Budget for FY 24	357,500					
	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Contractual Services	490,000	515,000	530,000	550,000	566,500	530,000
Capital Purchases	100,000	101,464	106,464	100,000	100,000	125,000
	590,000	616,464	636,464	650,000	666,500	655,000
City's Portion	295,000	308,232	318,232	325,000	333,250	357,500
	Includes the City's portion of health insurance and liability insurance as well as building-related expenses and supplies.					

Line # 01-5-225-6810 Physical Exams - Police and Fire Commissions

Actual for FY 08	15,421		
Actual for FY 09	12,458	-19.21%	Expenses for testing for new fire and police positions
Actual for FY 10	1,601	-87.15%	and for supervisory testing, including test forms and
Actual for FY 11	0	-100.00%	grading, facility rentals, physicals for hiring, psychological
Actual for FY 12	395		and polygraphs, etc.
Actual for FY 13	9,608	2332.47%	
Actual for FY 14	6,678	-30.50%	
Actual for FY 15	13,630	104.12%	
Actual for FY 16	13,280	-2.57%	
Actual for FY 17	13,101	-1.35%	
Actual for FY 18	18,664	42.46%	
Actual for FY 19	5,307	-71.57%	
Actual for FY 20	5,448	2.66%	
Actual for FY 21	16,500	202.85%	
Actual for FY 22	5,685	-65.55%	
Budget for FY 23	5,600	-1.50%	
Plan for FY 24	37,400	567.86%	Anticipated new hires/promotions due to retirements

Budget for FY 24	37,400
<p>Every year the City incurs the expense of replacing fire and police personnel and hiring additional personnel.</p>	
Police	
Psychological	5,000
Polygraph	2,500
Physicals	2,000
Fire	
Psychological	4,400
Polygraph	1,000
Physicals	3,000
Assesment Center for Captain and Lt. promotional testing	19,500
	37,400

Line # 01-4-240-4010 Real Property Taxes - Civil Defense

Actual for FY 08	6,001	
Actual for FY 09	6,705	11.73% Allowable levy is \$.25 per capita
Actual for FY 10	7,112	6.07%
Actual for FY 11	6,443	-9.41% (21,600 x .25)
Actual for FY 12	6,752	4.80%
Actual for FY 13	6,767	0.22%
Actual for FY 14	7,020	3.75%
Actual for FY 15	7,096	1.08%
Actual for FY 16	7,017	-1.12%
Actual for FY 17	7,032	0.22%
Actual for FY 18	7,030	-0.03%
Actual for FY 19	7,019	-0.17%
Actual for FY 20	7,025	0.09%
Actual for FY 21	7,015	-0.15%
Actual for FY 22	7,024	0.13%
Budget for FY 23	7,000	-0.34%
Plan for FY 24	7,000	0.00%

Budget for FY 24	7,000
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Line # 01-4-240-4900 Miscellaneous Revenue- Civil Defense

Actual for FY 08	0	
Actual for FY 09	1,765	
Actual for FY 10	1,100	-37.68%
Actual for FY 11	0	-100.00%
Actual for FY 12	268	
Actual for FY 13	0	-100.00%
Actual for FY 14	0	
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	25,285	
Actual for FY 18	631	-97.50%
Actual for FY 19	0	-100.00%
Actual for FY 20	0	
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0	
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Line # 01-5-240-7900 Miscellaneous Expense (Civil Defense)

Actual for FY 08	7,671		
Actual for FY 09	16,682	117.47%	Expenses of the installation and maintenance of sirens,
Actual for FY 10	8,341	-50.00%	salary of coordinator, and other possible costs associated
Actual for FY 11	10,343	24.00%	with the preparedness and awareness of storms and
Actual for FY 12	1,268	-87.74%	other disasters
Actual for FY 13	24,848	1859.59%	
Actual for FY 14	5,000	-79.88%	
Actual for FY 15	5,140	2.80%	
Actual for FY 16	5,316	3.42%	
Actual for FY 17	30,688	477.27%	Repairs to siren from insurance claim
Actual for FY 18	83,747	172.90%	Includes 3 new sirens and installation of same
Actual for FY 19	5,265	-93.71%	
Actual for FY 20	8,794	67.03%	
Actual for FY 21	5,760	-34.50%	
Actual for FY 22	5,760	0.00%	
Budget for FY 23	6,800	18.06%	
Plan for FY 24	6,800	0.00%	

Budget for FY 24	6,800		
<p>New sirens and siren maintenance</p>			

Line # 01-4-335-4010 Real Property Taxes - Refuse / Landfill

Actual for FY 08	99,385	
Actual for FY 09	98,060	-1.33%
Actual for FY 10	71,126	-27.47% this is levied for the purpose of providing funds for the expenses
Actual for FY 11	9,602	-86.50% of the landfills - Appleton Rd (#1), MigDeWane, and Landfill #2
Actual for FY 12	5,162	-46.24% (Route 76)
Actual for FY 13	14,905	188.75%
Actual for FY 14	24,984	67.62%
Actual for FY 15	61,946	147.95%
Actual for FY 16	65,108	5.10%
Actual for FY 17	45,082	-30.76%
Actual for FY 18	45,102	0.04%
Actual for FY 19	50,125	11.14%
Actual for FY 20	50,065	-0.12%
Actual for FY 21	50,000	-0.13%
Actual for FY 22	50,145	0.29%
Budget for FY 23	50,000	-0.29%
Plan for FY 24	50,000	0.00%

Budget for FY 24	50,000
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Line # 01-5-335-7900 Miscellaneous - Refuse / Landfill

Actual for FY 08	81,371	
Actual for FY 09	80,411	-1.18%
Actual for FY 10	56,274	-30.02%
Actual for FY 11	31,979	-43.17%
Actual for FY 12	47,196	47.58%
Actual for FY 13	44,479	-5.76%
Actual for FY 14	56,262	26.49%
Actual for FY 15	77,932	38.52%
Actual for FY 16	69,412	-10.93%
Actual for FY 17	47,564	-31.48%
Actual for FY 18	68,103	43.18%
Actual for FY 19	52,606	-22.76%
Actual for FY 20	53,020	0.79%
Actual for FY 21	66,000	24.48%
Actual for FY 22	53,201	-19.39%
Budget for FY 23	66,000	24.06% Increase in landfill monitoring and post closure fees
Plan for FY 24	54,500	-17.42%

Budget for FY 24		54,500					
	Actual FY 18	Actual FY 19	Actual FY 20	Actual FY 21	Actual FY 22	Budget FY 23	Budget FY 24
Cash on Hand - beginning	(4,260)	(27,263)	(29,744)	(32,764)	(36,605)	(39,806)	(55,806)
Revenues	45,101	50,125	50,000	50,000	50,000	50,000	50,000
Landfill #1 monitoring	2,564	2,564	2,564	3,164	3,164	8,000	4,500
MIG/DeWane	0	0	0	0	0	0	0
Landfill #2 - post closure	65,000	50,000	50,000	50,000	50,000	58,000	50,000
other	540	42	456	677	37.8	0	0
Expenditures	68,104	52,606	53,020	53,841	53,201	66,000	54,500
Cash on Hand - ending	(27,263)	(29,744)	(32,764)	(36,605)	(39,806)	(55,806)	(60,306)

Line # 01-4-340-4010 Real Property Taxes - Forestry

Actual for FY 08	56,631	
Actual for FY 09	59,088	4.34%
Actual for FY 10	60,903	3.07%
Actual for FY 11	57,521	-5.55%
Actual for FY 12	40,117	-30.26%
Actual for FY 13	39,770	-0.86%
Actual for FY 14	39,978	0.52%
Actual for FY 15	39,963	-0.04%
Actual for FY 16	40,074	0.28%
Actual for FY 17	40,082	0.02%
Actual for FY 18	35,081	-12.48%
Actual for FY 19	40,119	14.36%
Actual for FY 20	40,056	-0.16%
Actual for FY 21	39,915	-0.35%
Actual for FY 22	40,109	0.49%
Budget for FY 23	40,000	-0.27%
Plan for FY 24	40,000	0.00%

Budget for FY 24	40,000
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Line # 01-5-340-6850 Tree Removal / Purchase - Forestry

Actual for FY 08	38,241	
Actual for FY 09	47,780	24.94%
Actual for FY 10	32,343	-32.31%
Actual for FY 11	33,552	3.74%
Actual for FY 12	36,601	9.09%
Actual for FY 13	62,684	71.26%
Actual for FY 14	88,910	41.84%
Actual for FY 15	88,381	-0.59%
Actual for FY 16	135,380	53.18%
Actual for FY 17	127,536	-5.79%
Actual for FY 18	91,592	-28.18%
Actual for FY 19	43,870	-52.10%
Actual for FY 20	30,694	-30.03%
Actual for FY 21	96,546	214.54%
Actual for FY 22	47,723	-50.57%
Budget for FY 23	43,000	-9.90%
Plan for FY 24	43,000	0.00%

Bids are requested annually for the tree removal contract

Budget for FY 24 43,000

Tree removal is back to normal since the majority of the Emerald Ash trees have been removed

Line # 01-5-410-6830 Council on Aging

Actual for FY 08	20,000	
Actual for FY 09	20,000	0.00%
Actual for FY 10	20,000	0.00%
Actual for FY 11	20,000	0.00%
Actual for FY 12	23,000	15.00%
Actual for FY 13	23,000	0.00%
Actual for FY 14	23,000	0.00%
Actual for FY 15	23,000	0.00%
Actual for FY 16	23,000	0.00%
Actual for FY 17	33,000	43.48%
Actual for FY 18	23,000	-30.30%
Actual for FY 19	23,000	0.00%
Actual for FY 20	23,000	0.00%
Actual for FY 21	0	
Actual for FY 22	0	
Budget for FY 23	0	Moved to Business & Economic Development 01-5-610-6840
Plan for FY 24	0	

Budget for FY 24	0
Funds help pay for the Council on Aging transportation program	

Line # 01-5-410-6832 Demolition and Other Health Nuisances

Actual for FY 08	1,450	
Actual for FY 09	6,620	356.55%
Actual for FY 10	0	-100.00%
Actual for FY 11	0	
Actual for FY 12	0	
Actual for FY 13	0	
Actual for FY 14	1,365	
Actual for FY 15	1,076	-21.18%
Actual for FY 16	0	-100.00%
Actual for FY 17	0	
Actual for FY 18	2,105	
Actual for FY 19	1,630	-22.57%
Actual for FY 20	1,628	-0.12%
Actual for FY 21	40,873	2410.63%
Actual for FY 22	2,599	-93.64%
Budget for FY 23	4,500	73.14%
Plan for FY 24	4,500	0.00%

Budget for FY 24	4,500
<p>Includes mowing of abandoned properties and other nuisance items</p>	

Line # 01-5-610-6150 Planning Department Services

Actual for FY 08	103,255	
Actual for FY 09	100,562	-2.61%
Actual for FY 10	125,587	24.89%
Actual for FY 11	105,012	-16.38%
Actual for FY 12	51,374	-51.08%
Actual for FY 13	78,421	52.65%
Actual for FY 14	79,163	0.95%
Actual for FY 15	89,715	13.33%
Actual for FY 16	87,147	-2.86%
Actual for FY 17	52,650	-39.58%
Actual for FY 18	49,924	-5.18%
Actual for FY 19	28,171	-43.57%
Actual for FY 20	38,912	38.13%
Actual for FY 21	1,680	-95.68%
Actual for FY 22	2,520	50.00%
Budget for FY 23	2,500	-0.79%
Plan for FY 24	3,360	34.40% Additional commission meetings due to anticipated caseload

Budget for FY 24 3,360

All other planning and GIS-related expenses moved to Community Development

Line # 01-5-610-6840 Economic and Business Development

Actual for FY 08	147,351	
Actual for FY 09	89,025	-39.58%
Actual for FY 10	81,000	-9.01%
Actual for FY 11	72,000	-11.11%
Actual for FY 12	62,000	-13.89%
Actual for FY 13	73,051	17.82%
Actual for FY 14	73,000	-0.07%
Actual for FY 15	73,000	0.00%
Actual for FY 16	73,000	0.00%
Actual for FY 17	73,000	0.00%
Actual for FY 18	73,000	0.00%
Actual for FY 19	73,000	0.00%
Actual for FY 20	84,945	16.36%
Actual for FY 21	67,652	-20.36%
Actual for FY 22	108,648	60.60%
Budget for FY 23	109,591	0.87% Increase in BCCA funding and combining with BCCA line item
Plan for FY 24	97,462	-11.07%

Budget for FY 24	97,462					
	Budget	Budget	Budget	Budget	Budget	Plan
	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Growth Dimensions	55,000	55,000	55,000	55,000	55,000	30,000
BCCA - transportation funding	18,000	18,000	18,000	18,000	41,000	41,000
Downtown Façade Program	0	11,945	18,000	19,290	13,591	26,462
	73,000	73,000	91,000	92,290	109,591	97,462
Downtown Façade Program is funded with 5% of the video gaming revenue from the previous fiscal year						

Line # 01-5-610-6842 Tourism

Actual for FY 08	2,965	
Actual for FY 09	2,000	-32.55%
Actual for FY 10	1,000	-50.00%
Actual for FY 11	1,000	0.00%
Actual for FY 12	5,500	450.00%
Actual for FY 13	3,000	-45.45%
Actual for FY 14	3,000	0.00%
Actual for FY 15	3,000	0.00%
Actual for FY 16	2,000	-33.33%
Actual for FY 17	5,500	175.00%
Actual for FY 18	0	-100.00%
Actual for FY 19	6,000	
Actual for FY 20	5,000	-16.67%
Actual for FY 21	5,000	0.00%
Actual for FY 22	5,000	0.00%
Budget for FY 23	5,000	0.00%
Plan for FY 24	0	-100.00%

Budget for FY 24	0
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Mural maintenance is a matching program with the Arts Council. The City matches donations the Arts Council receives for mural maintenance up to \$5,000 annually.

Note: Per correspondence from the Arts Council, they will not be requesting funding until 2024.

Line # 01-5-610-6844 Historic Preservation

Actual for FY 08	1,450		Expenses incurred and approved by the
Actual for FY 09	0	-100.00%	Historic Preservation Commission
Actual for FY 10	0		
Actual for FY 11	373		
Actual for FY 12	1,178	215.81%	
Actual for FY 13	1,445	22.68%	
Actual for FY 14	9,742	574.13%	
Actual for FY 15	8,030	-17.57%	
Actual for FY 16	4,493	-44.05%	
Actual for FY 17	20,358	353.11%	
Actual for FY 18	32,977	61.98%	
Actual for FY 19	7,783	-76.40%	
Actual for FY 20	19,200	146.69%	
Actual for FY 21	9,115	-52.53%	
Actual for FY 22	3,794	-58.38%	
Budget for FY 23	4,550	19.93%	
Plan for FY 24	4,550	0.00%	

Budget for FY 24	4,550
Printing/Brochures Awards banquet/ Events Advertising/Website Maintenance Designation of Historic District & Landmarks Postage / Office Supplies	
*Grant reimbursements are recognized in line item 01-4-110-4903.	
** Small Property Owner Grants are paid using fundraiser dollars and are not paid from City General Fund money even though the property grant expenditures are recognized in the spending total.	

Line # 01-4-615-4490 Buchanan Strolls - Vendor Fees

Actual for FY 14	0	
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	1,040	
Actual for FY 21	1,714	64.81%
Actual for FY 22	1,195	43.43%
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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Line # 01-4-615-4495 Buchanan Strolls - Sponsors

Actual for FY 14	0	
Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	6,750	
Actual for FY 21	2,000	-70.37%
Actual for FY 22	4,775	138.75%
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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Line # 01-4-615-4900 Buchanan Strolls - Miscellaneous

Actual for FY 14	0
Actual for FY 15	0
Actual for FY 16	0
Actual for FY 17	0
Actual for FY 18	0
Actual for FY 19	0
Actual for FY 20	0
Actual for FY 21	0
Actual for FY 22	166
Budget for FY 23	0
Plan for FY 24	0

Budget for FY 24	0
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Line # 01-5-615-6190 Buchanan Strolls - Entertainment

Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	12,379	
Actual for FY 22	10,205	-17.56%
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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Line # 01-5-615-7040 Buchanan Strolls - Supplies

Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	2,553	
Actual for FY 22	1,008	-60.52%
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0	
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Line # 01-5-615-7900 Buchanan Strolls - Miscellaneous

Actual for FY 15	0	
Actual for FY 16	0	
Actual for FY 17	0	
Actual for FY 18	0	
Actual for FY 19	0	
Actual for FY 20	0	
Actual for FY 21	5,074	
Actual for FY 22	3,186	-37.21%
Budget for FY 23	0	
Plan for FY 24	0	

Budget for FY 24	0
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EXHIBIT B

Non-Union FY24 Salary Schedule

Except as noted the following reflect **3.0%** increases.

	FY22	FY 23	FY 24
Public Works Director	\$ 108,568.33	\$ 111,825.38	\$ 115,180.14
Assistant Public Works Director	N/A	\$ 80,000.00	\$ 80,000.00
Street/Water/Sewer Supt.	\$ 84,606.60	\$ 87,144.80	\$ 89,759.14
Budget & Finance Officer****	\$ 80,000.00	\$ 82,400.00	\$ 92,000.00
Police Chief*	\$ 115,364.22	\$ 123,236.61	\$ 128,942.45
Deputy Chief**	\$ 108,834.42	\$ 116,261.05	\$ 120,506.96
Deputy Chief**	\$ 108,834.42	\$ 116,261.05	\$ 120,506.96
Police Admin. Assistant	\$ 54,891.07	\$ 56,537.80	\$ 58,233.93
Fire Chief	\$ 108,568.33	\$ 111,825.38	\$ 115,180.14
Deputy City Clerk***	\$ 45,000.00	\$ 46,350.00	\$ 49,740.50
Assistant Clerk ***	\$ 32,619.60	\$ 36,828.86	\$ 39,933.73
Transcriptionist/Admin. Assistant***	\$ 34,137.97	\$ 36,503.49	\$ 39,598.59
Det. Admin. Assistant***	\$ 33,945.60	\$ 36,303.42	\$ 39,392.52
City Attorney	\$ 118,620.34	\$ 122,178.95	\$ 125,844.32
Building Director	\$ 76,560.57	\$ 78,857.38	\$ 81,223.10
Zoning and Code Enforcement	\$ 46,306.90	\$ 47,696.11	\$ 49,126.99
Community Development Admin. Assistant***	\$ 35,756.17	\$ 34,924.38	\$ 37,972.11
Building Inspector PT	\$ 22,616.26	\$ 23,294.74	\$ 23,993.58
Fire Admin. Assistant	\$ 34,135.79	\$ 35,159.86	\$ 36,214.66
Community Development Planner/Event Planner	\$ 58,088.40	\$ 59,831.05	\$ 61,625.98
GIS Specialist PT	\$ 29,901.30	\$ 30,798.34	\$ 31,722.29
	\$ 1,337,356.29	\$ 1,474,218.65	\$ 1,536,698.11

- * The Police Chief's salary shall be 7% over that of the Deputy Chiefs.
- ** The Deputy Chiefs' salaries shall be 5% over the highest paid Sergeant.
- *** Increase for FY24 is 3% plus \$2,000.
- **** Increase for FY24 is 3% plus \$7,128.