

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, SEPTEMBER 20, 2021
7:00 PM**

NOTE: This is an in person meeting. However, due to COVID 19, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 3 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of September 7, 2021 Regular Session (attached)

PROCLAMATION:

Mayor Hemann will read a document proclaiming September 17 – 23, 2021 as United States Constitution Week. Marilyn McCaw, Chaplain and Constitution Week Chairperson for the Silver Creek Chapter of the National Society of the Daughters of the American Revolution will be present to receive the Proclamation.

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Highland High School Homecoming Parade – Special Event Application – Amy Boscolo Assistant Principal /Athletic Director (attached)

**Anyone wishing to address the Council on any subject may do so at this time.
Please come forward to the microphone.**

B. Requests of Council:

C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Bill #21-153/ORDINANCE Approving and Authorizing Execution of a Development Agreement for a Project in TIF #2 Project Area with Highland Autowash, LLC, and Other Actions Related Thereto (attached)
- B. **MOTION** – Bill #21-154/ORDINANCE Declaring One 1996 Chevrolet Pickup Truck Surplus and Authorizing Its Sale or Disposal (attached)
- C. **MOTION** – Bill #21-155/RESOLUTION Authorizing and Directing Application to the 2021 Safe Routes to School Program for Assistance, for the Purpose of Construction a Sidewalk Along IL Route 160 to Connect Existing Pedestrian Accommodations at the Intersection of IL Route 160 and Troxler Avenue to Existing Pedestrian Accommodations at Flax Drive (attached)

Continued

- D. **MOTION** – Bill #21-156/RESOLUTION Approving and Authorizing Execution of an Inter-Governmental Grant Agreement for Reconstruction of Matter Drive and Executive Drive, Between the State of Illinois, Illinois Department of Transportation and the City of Highland (attached)
- E. **MOTION** – Award Bid #PW-07-21, for the Silver Lake Spillway Retaining Wall Replacement 2021, Project (attached)
- F. **MOTION** – Approve a Notice of Municipal Letting, Bid #E-08-21, for Purchase of a Capacitor Bank for the Substation at the Power Plant (attached)


REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1203 for September 4 , 2021 through September 13,2021 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing the OMA exemption(s) allowing such meeting.

ADJOURNMENT:

	Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Vazquez, ADA Coordinator, by 3:00 PM on Monday, September 20, 2021.
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Continued

BE ADVISED this is a public meeting conducted in accordance with Illinois state law and may be recorded for audio and video content. City reserves the right to broadcast or re-broadcast the content of this meeting at City's sole discretion. City is not responsible for the content, video quality, or audio quality of any City meeting broadcast or re-broadcast.

Directions for Public Monitoring of Highland City Council Meetings:

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that "members of a public body must be physically present;" and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

In following this directive, the City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

618-882-5625

Once connected, you will be prompted to enter a conference ID number.

Conference ID #: 867900

This will allow a member of the public to hear the city council meeting. **Note:** This is for audio monitoring of the meeting, only. Participants will not be able make comments.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to lhediger@highlandil.gov or, by using the citizens' portal on the city's website found here: https://www.highlandil.gov/citizen_request_center_app/index.php.

Any comments received prior to the end of the "Public Forum" portion of the meeting, will be read into the record.

PROCLAMATION

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2021, marks the two hundred thirty fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Kevin B. Hemann, Mayor of the City of Highland, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Highland to be affixed this 20th day of September, 2021.

Mayor

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Highland High School Homecoming Parade

Type/Purpose of Event: ___ Festival ___ Race ___ Other Fundraiser ___ Service X Parade
___ Demonstration ___ Other (please specify): _____

Location of Event: Start at Lindendale Campus and end at Highland Square

Sponsoring Organization/Individual: Highland High School - Amy Boscolo

Event Responsible Party: Highland High School Athletics

Address: 12760 Troxler Avenue

Phone(s): 618-654-7131 (office) 630-518-1601 (cell)

Email: aboscolo@highlandcusd5.org

Secondary Contact: Chris Becker

Address: 12760 Troxler Avenue

Phone(s): 618-654-7131 (office)

Email: cbecker@highlandcusd5.org

Date(s) of Set-up: Wednesday, October 6 - 4:30pm

Event Date(s) / Times: Wednesday, October 6 - 4:30pm, Parade from 6-7pm

Date(s) of Tear-down: Wednesday, October 6 - 7:30pm

Expected Attendance: 1000

Alcohol License Required: ___ Yes x No

If yes, application received: ___ Yes ___ No

Sound Amplification System utilized: Yes No
If yes, hours of operation: at Gazebo from 6pm-10pm

Funding request of the Council: Yes No
Amount requested and purpose: _____

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City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): **Public Works Director:** _____

Street closures: 5pm-7pm for parade lineup between Spruce and Poplar; 6-7pm Parade Route (see attached)

Barricades: Poplar and Lindenthal; Paris and Maple; Paris and Oak, Lindenthan and Park Hill Drive

Electric Dept: Electrical Service, Lighting (Specify): **Electric Dept. Director:** _____

Electric needed for lighting and sound at the Gazebo on the square for the pep rally after the parade.

Public Safety: Security, First Aid, Traffic Control (Specify): **Public Safety Director:** _____

Need 32 vests (orange/yellow) for parade route volunteers.

HCS Services: Wi-Fi or other technological needs (Specify): **HCS Director:** _____

None.

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):

Department: _____

Police escort for parade, fire trucks and ambulance for parade

Application Checklist (Attachments):

Deputy Clerk Initial

Upon receipt or waiver:

- Certificate of Insurance: (attached) _____ ○ Must be
 - General liability
 - \$1 Million per occurrence/\$2 million aggregate
 - City named as “additional insured” If Event is on city property.

- Site Plan Rendering _____

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- Evacuation Plan _____ • Fire Plan _____ • Parking Plan _____
- Schedule City Council Meeting for announcement _____ ○

Date: _____

- Application Submittal (60+ days) _____

Event Sponsor Responsible Party

Date

City Manager

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cameron-Wels Insurance Agency, LLC DBA Affiliated Insurance Agency 32 Zbinden Lane Highland, IL. 62249	CONTACT NAME Lisa J. Hunsche
	PHONE (A/C, No. Ext): 618-654-4416 FAX (A/C, No): 618-654-4416
	E-MAIL ADDRESS: lisah@affiliatedinsag.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Markell Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		8502WS11038576-3			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Wels

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ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A DEVELOPMENT AGREEMENT FOR A PROJECT IN
TIF NUMBER TWO PROJECT AREA WITH HIGHLAND AUTOWASH, LLC,
AND OTHER ACTIONS RELATED THERETO**

WHEREAS, the City of Highland, Madison County, Illinois (“City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, in furtherance of development of the TIF District #2 project area, Highland Autowash, LLC (“Developer”), has presented to City a proposal for redevelopment of part of the TIF District #2 project area, specifically:

1. 717 5th Street, Highland, IL 62249
2. PPN: 02-2-18-32-18-301-020

(“Property”) (*see* Development Agreement attached hereto as **Exhibit A**); and

WHEREAS, within the TIF District #2 project area, Developer has proposed to remodel and develop the Property, with estimated costs as follows:

1. Legal & Other Professional Fees - \$1,500.00
2. Purchase of Existing Facility - \$215,000.00
3. Site Improvements - \$170,794.00
4. Rehab, remodel of existing building - \$400,000.00

Total Project Costs: \$787,294.00

(“Project”); and

WHEREAS, the Property is within the corporate boundaries of City; and

WHEREAS, Developer proposes several site improvements as part of the Project, including:

1. During the Project, there will not be any square footage area demolished. Instead of demolishing the property, there will be an updating process done within the original building. In addition to the remodeling process a retaining wall will be constructed to add additional parking and a back drive exit, through this process areas of broken concrete and destruction will be situated and fixed to create an overall superior view of the area. This development should take up to two construction processes. The first process being fixing the overall appearance of the building, adding electric, constructing a new

retaining wall, and getting the automatic car wash up and running. The second process will include the formation of an additional parking lot and possibly adding essential electricity.

2. The new and improved detailing car wash and dent removal business will introduce a new and improved view of the property surrounding the area. Introducing an updated twenty-four-hour car wash system with a new state of the art user friendly compatibility system, one that specifically has never been built in the Highland area. Introduce an advanced payment system that will have the capabilities to expand from singular carwashes to payment packages, while allowing to acquire payments from cash, debit or credit cards, and ones that can be made from a mobile device. Put my personal business Dent Specialist Inc., which previously has been located only out of city limits, into a new and improved accessible area for the members of the community. Provide free vacuuming equipment and usage at the car wash, a task that is priced at most car washes in the surrounding area. In addition to remodeling the building, a driveway from the alley will be constructed which will not affect traffic. Introduce services which will provide ceramic coating to vehicles.

and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from the TIF District #2 project area; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs from the TIF District #2 project area, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including construction, renovations, and improvements, in accordance with the Development Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, City agrees to reimburse Developer for certain costs incurred in implementing the Developer's Project, including:

- a. Total Estimated TIF Eligible Costs: \$787,294.00
- b. The City may reimburse 75% of the incremental EAV generated by the development of the Property, or up to a maximum of \$157,459 for this Property, up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:

- 1) The present base EAV for assessment year 2020 is \$26,390.
- 2) The estimated EAV after redevelopment and completion of the Project is \$70,000.
- 3) The estimated annual incremental taxes generated is estimated to be \$3,515 upon completion of the Project.
- 4) 75% of the estimated incremental taxes generated is \$2,637.
- 5) The estimated annual incremental tax reimbursement is \$2,637 annually for up to ten (10) years, which equals \$26,370.

(See **Exhibit A**); and

WHEREAS, City desires to authorize the execution of a “Development Agreement” by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project, including the remodeling and development of the Property; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Development Agreement, and any other required documents associated with the Development Agreement, between City and Developer (*see Exhibit A*).

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Highland, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland.

Section 2. The City of Highland hereby makes the following findings:

- a. Developer’s Project is expected to create job opportunities within City.
- b. Developer’s Project will serve to further the development of adjacent areas.
- c. Developer’s Project will strengthen the retail and commercial sector of City.
- d. Developer’s Project will enhance the tax base of City; and
- e. The Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

Section 3. The Development Agreement by and between the City of Highland and Highland Autowash, LLC, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Development Agreement with Highland Autowash, LLC (**Exhibit A**).

Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

Kevin B. Hemann
Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

**DEVELOPMENT AGREEMENT
TIF #2 PROJECT AREA**

This Development Agreement (“Agreement”) is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation ("City") and Highland Autowash LLC (“Developer”). City and Developer may hereinafter be referred to individually as “Party,” and together referred to as the “Parties.”

PREAMBLES

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, Developer will soon be the owner of Highland Auto Wash, LLC, located at 717 5th Street, in Highland, Illinois; and

WHEREAS, Developer has submitted a “City of Highland – Business Assistance Application” (*See Exhibit A*); and

WHEREAS, Developer proposes to remodel and develop the following described real estate located in City:

1. 717 5th Street, Highland, IL 62249
2. PPN: 02-2-18-32-18-301-020

("Property"); and

WHEREAS, Parties agree that this Agreement is contingent on Developer purchasing and closing on the Property; and

WHEREAS, City wishes to encourage Developer to remodel and develop the Property, and assist Developer with costs, including:

1. Legal & Other Professional Fees - \$1,500.00
2. Purchase of Existing Facility - \$215,000.00
3. Site Improvements - \$170,794.00
4. Rehab, remodel of existing building - \$400,000.00

Total Project Costs: \$787,294.00

("Project"); and

WHEREAS, the Property is located in TIF District #2; and

WHEREAS, because the Property is located in the TIF District #2 , the Project is eligible for reimbursement of certain expenditures related to the improvement and utilization of the Property; and

WHEREAS, Developer proposes several site improvements as part of the Project, including:

1. During the Project, there will not be any square footage area demolished. Instead of demolishing the property, there will be an updating process done within the original building. In addition to the remodeling process a retaining wall will be constructed to add additional parking and a back drive exit, through this process areas of broken concrete and destruction will be situated and fixed to create an overall superior view of the area. This development should take up to two construction processes. The first process being fixing the overall appearance of the building, adding electric, constructing a new retaining wall, and getting the automatic car wash up and running. The second process will include the formation of an additional parking lot and possibly adding essential electricity.
2. The new and improved detailing car wash and dent removal business will introduce a new and improved view of the property surrounding the area. Introducing an updated twenty-four-hour car wash system with a new state of the art user friendly compatibility system, one that specifically has never been built in the Highland area. Introduce an advanced payment system that will have the capabilities to expand from singular carwashes to payment packages, while allowing to acquire payments from cash, debit or credit cards, and ones that can be made from a mobile device. Put my personal business Dent Specialist inc., which previously has been located only out of city limits, into a new and improved accessible area for the members of the community. Provide free vacuuming equipment and usage at the car wash, a task that is priced at most car washes in the surrounding area. In addition to remodeling the building, a driveway from the alley will be constructed which will not affect traffic. Introduce services which will provide ceramic coating to vehicles.

WHEREAS, in order to ensure that the rehabilitation, addition, and improvements associated with the Project are constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter into an agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will enhance property values, improve aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents, including, but not limited to, anyone utilizing the Property; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, addition, rehabilitation and expansion of the Property through the use of TIF funds.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligations of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction, addition, renovations and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.
2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire, safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public.
4. Developer is fully responsible for identifying and mitigating any building-related concerns identified by City.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code

requirements and other City ordinances not specifically waived by this agreement shall remain in full force and effect.

Section 3. Obligations of the City. The City agrees to provide assistance to the Developer for up to ten (10) years. The total dollar amount of economic incentives shall not exceed 20% of the total City approved eligible project costs with a maximum of \$157,459.00. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application. Estimated and approximate funding assistance is broken down as follows:

- a. Total Estimated TIF Eligible Costs: \$787,294.00
- b. The City may reimburse 75% of the incremental EAV generated by the development of the Property, or up to a maximum of \$157,459 for this Property, up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:
 - 1) The present base EAV for assessment year 2020 is \$26,390.
 - 2) The estimated EAV after redevelopment and completion of the Project is \$70,000.
 - 3) The estimated annual incremental taxes generated is estimated to be \$3,515 upon completion of the Project.
 - 4) 75% of the estimated incremental taxes generated is \$2,637.
 - 5) The estimated annual incremental tax reimbursement is \$2,637 annually for up to ten (10) years, which equals \$26,370.
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
- d. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's costs incurred for the Project. These Requests shall be submitted after January 1st of each year. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed.

- e. Reimbursement of approved Project costs shall be made annually within sixty (60) days upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse Developer for approved Project costs, such costs shall be reimbursed in subsequent years.

- f. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns.

- g. City's Finance Department shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts in the TIF Fund or Business District Fund to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE INCREMENTAL TAXES GENERATED BY THE PROPERTY AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

- h. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
 - 1) Voluntary or involuntary bankruptcy of Developer;
 - 2) Voluntary or involuntary closure of the business owned by Developer;
 - 3) Substantial change in the nature of Developer's business without the City's written approval;
 - 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval.

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of City or any of its officers, agents, employees or contractors.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of

this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Highland Autowash, LLC
Attn: Dan Noeltner
717 5th Street
Highland, Illinois 62249

To the City:

City of Highland
Attn: City Manager
1115 Broadway
PO Box 218
Highland, IL 62249

HIGHLAND AUTOWASH LLC:

CITY OF HIGHLAND, ILLINOIS:

Dan Noeltner, Managing Member

Christopher Conrad, City Manager

CURRENT INFORMATION

SALES Current Annual Gross Sales _____
SALES TAX Current Annual Taxable Sales for Sales Tax _____
JOBS Current number of full time jobs (proof from IDES) _____

PROPERTY TAX Attach a copy of the most current property tax bill
Real Estate Taxes for the year ~~02-2~~ ATTACHED

Parcel ID Number for each property within your development area 02-2-18-32-18-301-020
Parcel ID Number for each property within your development area _____
Parcel ID Number for each property within your development area _____

Township (Helvetia Saline Marine) _____

Fair Market Value (or Current Appraisal Value) _____

Taxable Value 26,390

Combination Tax Rate 8.061

Total Tax 2,127.²⁸

ESTIMATES AFTER REDEVELOPMENT

Acreage or total square footage of the project area _____

Square Footage of Building / Structures 3,000

Estimated Market Value after redevelopment \$ 800,000.⁰⁰

EAV after redevelopment (approx 1/3 of Market Value) \$ 70,000.⁰⁰

Estimated Annual Gross Sales (Includes Labor) _____

Estimated Annual Taxable Sales for Sales Tax _____

Estimated Number of Newly Created Full Time Jobs 2-3

Type of Jobs (Clerical Production Sales and Service) _____

Estimated Annual Salary for each newly created job _____

Estimated Number of Jobs Retained - Full Time 2-3

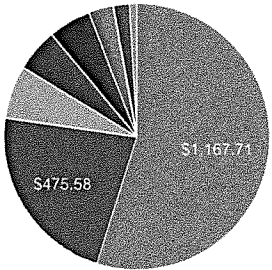
Property Information		
Parcel Number 02-2-18-32-18-301-020	Site Address 717 5TH ST HIGHLAND, IL 62249	Owner Name & Address OSWALD, TERRY AND KIMBERLY 125 SUNBEAM DR APT A HIGHLAND, IL, 62249
Tax Year 2020 (Payable 2021) ▼		
Sale Status None	Neighborhood Code 0B03	Land Use 0330 - Improved - Commercial
Property Class 0060 - IMPROVED COMMERCIAL	Tax Code 950 - #5; HIGHLAND CITY; HIGHLAND TIF #2	Tax Status Taxable
Net Taxable Value 26,390	Tax Rate 8.061000	Total Tax \$2,127.28
Township 02-SALINE	Acres 0.0000	Mailing Address
1977 Assessment 8,050	Lot Size	TIF Base Value 25,020
Legal Description HI POINTE SUBD LOT 11 12 130 X 173.5 IRR		

Billing									
Installment	Date Due	Tax Billed	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Date Paid	Total Unpaid
1	07/08/2021	\$531.82	\$15.95	\$0.00	\$0.00	\$547.77	\$0.00		\$547.77
2	09/08/2021	\$531.82	\$0.00	\$0.00	\$0.00	\$531.82	\$0.00		\$531.82
3	10/08/2021	\$531.82	\$0.00	\$0.00	\$0.00	\$531.82	\$0.00		\$531.82
4	12/08/2021	\$531.82	\$0.00	\$0.00	\$0.00	\$531.82	\$0.00		\$531.82
Total		\$2,127.28	\$15.95	\$0.00	\$0.00	\$2,143.23	\$0.00		\$2,143.23

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2020		\$2,127.28	\$0.00
2019	\$2,066.84	\$2,066.84	\$0.00
2018	\$2,063.40	\$2,063.40	\$0.00
Show 12 More			

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	
DOR Equalized	14,400	11,990	0	0	0	26,390	
Department of Revenue	14,400	11,990	0	0	0	26,390	
Board of Review Equalized	14,400	11,990	0	0	0	26,390	
Board of Review	13,900	11,580	0	0	0	25,480	
S of A Equalized	13,900	11,580	0	0	0	25,480	
Supervisor of Assessments	13,900	11,580	0	0	0	25,480	
Township Assessor	13,900	11,580	0	0	0	25,480	
Prior Year Equalized	13,900	11,580	0	0	0	25,480	

Taxing Bodies			
District	Tax Rate	Extension	
HIGHLAND CU #5	4.667100	\$1,167.71	
CITY OF HIGHLAND	1.900800	\$475.58	
MADISON COUNTY	0.546900	\$136.81	
SW IL COLLEGE #522	0.446200	\$111.64	
HIGHLAND TIF #2	0.000000	\$110.44	
SALINE ROAD & BRIDGE	0.254900	\$63.78	
LATZER MEMORIAL LIBRARY	0.167200	\$41.83	
SALINE TOWNSHIP	0.077900	\$19.49	
TOTAL	8.061000	\$2,127.28	



- HIGHLAND CU #5
- CITY OF HIGHLAND
- MADISON COUNTY
- SW IL COLLEGE #522
- HIGHLAND TIF #2
- SALINE ROAD & BRIDGE
- LATZER MEMORIAL LIBRARY
- SALINE TOWNSHIP

Permits				
Permit Number	Issue Date	Status	Description	Value
2013020196	9/24/2013	COMPLETE	INSTALL METAL ROOF	7,400.00

Disclaimer

Madison County Government makes every effort to produce and publish the most current and accurate information possible. The information maintained on this website should not be relied upon for any purposes except for those of the Madison County Government staff. Madison County Government accepts no responsibility for the consequences of the inappropriate use or the interpretation of data. No warranties, expressed or implied, are provided for data herein. By proceeding with a property search you are stating that the notice has been read and that you understand and agree with its contents.



Phone: (618) 570-9595 • Fax: (618) 882-6688
dentspecialistinc@gmail.com
www.dentspecialistinc.com
2908 Amberwood Drive, Highland, IL 62249

INC

1. Highland Autowash LLC detailing automatic car wash, ceramic coating, and paintless dent repair.
2. A) Through the process of construction of previously named *Ozzy's Detail and Car Wash* there will be no square footage area demolished. Instead of demolishing the property, there will be an updating process done within the original building. In addition to the remodeling process a retaining wall will be constructed in conclusion to add additional parking and a back drive exit, through this process areas of broken concrete and destruction will be situated and fixed to create an overall superior view of the area. This development should take up to two construction processes. The first process being fixing the overall appearance of the building, adding eclectic, constructing a new retaining wall, and surely getting the automatic car wash up and running. The second process will include the formation of an additional parking lot and possibly adding essential electricity.
B) The sight has been approved by members of the city, no constraints were evaluated.
C) The new and improved detailing car wash and dent removal business will introduce a new and improved view of the property surrounding the area. Introducing an updated twenty-four hour car wash system with a new state of the art user friendly compatibility system, one that specifically has never been built in the Highland area. Introduce an advanced payment system that will have the capabilities to expand from singular carwashes to payment packages, while allowing to acquire payments from cash, debit or credit cards, and ones that can be made from a mobile device. Put my personal business *Dent Specialist inc.*, which previously has been located only out of city limits, into a new and improved accessible area for the members of the community. Provide free vacuuming equipment and usage at the car wash, a task that is priced at most car washes in the surrounding area. In addition to remodeling the building, a driveway from the alley will be constructed which will not affect traffic. Introduce services which will provide ceramic coating to vehicles.
3. Through this development assistance from the city will be needed for a tax tif in order to make sure that the business is profitable and developed for the approaching years to follow. Following construction a request could possibly be made in the future for maintenance of electricity.
4. Construction will begin leading up to or on the closing date of October first, two thousand twenty one. The process of the first phase of construction is proposed to be completed by November eighth, two thousand twenty one.

Thank you,
Dan Noeltner

**TIF #2 DISTRICT INCENTIVE PROGRAM FOR DEVELOPER
Highland Auto Wash LLC**

All numbers are estimates. The final incentives would be based on actual numbers provided through the required documentation.

\$	157,459	MAXIMUM TIF DISTRICT INCENTIVES 20% of eligible costs = \$787,294 x 20% = \$157,458.80
FEE WAIVERS		
<i>Based on actual costs</i>		
\$	-	Commercial Remodel Permit
\$	-	Commercial Electric Remodel Permit
\$	-	Commercial Plumbing Permit
\$	-	Certificate of Occupancy
\$	-	Commercial Plan Review
TIF #2 Agreement		
\$2,637 / yr	ESTIMATED PROPERTY TAX REBATE	Reimburse 75% of the property taxes from the <u>incremental</u> EAV up to 10 years. Taxable Value for 2020 tax yr \$26,390 (70,000-26,390*.08061=\$3,515.40) Estimated Annual Incremental Taxes Generated (\$3,515.40*.75)=\$2,637

\$	26,370.00	Estimated maximum Property Tax Rebate over 10 years	Total property tax reimbursement shall not exceed 20% of the Total Projected Costs up to \$157,459
-----------	------------------	--	---

Encourage 20% local suppliers.

This represents a general offer. All details and offers must be approved by the City Council and

**Economic
Dev TIF**

Yes No **JOB INCENTIVE - City of Highland**
 Incentive per job is a one time payment based on new full-time jobs created. Jobs must remain at the Highland facility for 3 years. Incentive payment may be made after 1 year. Employee must work an average of 40 hrs per week for 52 consecutive weeks before any payment is made.

If average salary is between and this		Incentive Per Job
\$ -	\$ 20,000	\$ 2,500
\$ 20,001	\$ 40,000	\$ 5,000
\$ 40,001	\$ 60,000	\$ 7,500
\$ 60,001	or more	\$ 10,000

MAXIMUM FUNDING

Yes Yes Recomm 20% of City approved eligible project costs.
 No May go up to 50% if downtown area building is over 35 years old.
 Yes 25% of City approved eligible project costs.
 Yes 50% of City approved eligible project costs.
 No 75% of City approved eligible project costs.
 No 100% of City approved eligible project costs.

Yes Yes Pay out as long as they're in business and until the maximum funding has been reached.

PROPERTY TAX ABATEMENT

Yes Yes 100% of incremental EAV for City's portion of property taxes up to 10 yrs
 Yes Yes 100% of incremental EAV for City's portion of property taxes up to 20 yrs

Yes Yes Both parties must agree on the base EAV at the time of the agreement.

SALES TAX REBATE

No No Reimburse up to 100% of the incremental 1% City sales tax up to 10 yrs.

No's - Okay only if using the Econ Incentive Act - See Cabinet Gallery

UTILITY BILLING DISCOUNT

Gateway
Tri-onics Gave \$150,000 credit (over 4 1/2 yrs)
Discount of Elec and Demand consumption by 75% 1st year, 50% 2nd yr, and 25% 3rd yr.

Yes Yes **WAIVE FEES**

- Building Permit Fees
- Plumbing Permit
- Electrical Permit
- Certificate of Occupancy
- Site Plan Review (Zoning Code Req)
- Exterior Plan Review by others

- Electric Connection Fees
- Water Connection Fees
- Sewer Connection Fees

PREFERENCE

na Yes Preference will be given to applicants who contribute equity of at least 15% of the total cost of the project (or provide a performance bond for the completion of the project.)
Yes TIF projects that create jobs with wages that exceed the median income level will be favored.
Yes "Pirating Law" - TIF law does not allow a business that is currently located outside of the boundaries of the municipality but within 10 miles of the TIF area to move into the TIF area and receive TIF
20% of purchases from local businesses
Incentive limited to business that are under-represented already in Highland. Burden of proof to show that this new business won't hurt existing business on the applicant.
If giving sales tax, property should be vacant for at least one year prior.

Preference if filling a vacant retail area within the business district or downtown area
Blighted area redo's

Sales tax for tenants

Business District - should be retail or hotel, producing revenue

JOB INCENTIVE - City of Highland

No Job Incentives are available in a Business District Project.

If average salary is between		and this	Incentive Per Job
\$	-	\$ 20,000	\$ 2,500
\$	20,001	\$ 40,000	\$ 5,000
\$	40,001	\$ 60,000	\$ 7,500
\$	60,001	\$ 80,000	\$ 10,000

Incentive per job is a one time payment based on new full-time jobs created. Jobs must remain at the Highland facility for 3 years. Incentive payment may be made after 1 year.

The City earns approx \$1,500 per new job created, depending upon the dollar value of the average salaries. This includes MFT, State Income Tax, Sales Tax, Utilities, induced consumer spending, property tax, and telecom tax.



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: September 15, 2021
Re: Redevelopment Agreement with Highland Autowash LLC

RECOMMENDATION: Staff and the Industrial Development Commission have reviewed and recommend approval of the attached Redevelopment Agreement with terms detailed below.

DISCUSSION: Highland Auto Wash LLC is proposing to purchase and renovate the property located at 717 5th Street. The project location falls within TIF #2 Project Area, and is eligible for incentives in the form of property tax rebates.

Highland Auto Wash LLC is proposing to purchase and renovate the property, totaling \$787,294 in TIF eligible project costs. The Redevelopment Agreement would rebate 75% of the incremental property taxes, generated as a result of the project's completion.

The maximum incentives the project would be eligible for is \$157,459, or 20% of the projects costs. The total property tax rebate is estimated to be \$2,637 per year for a period of 10 years. Based on these estimates, the total incentives projected to be paid over the 10 year agreement is \$26,370.

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND, ILLINOIS, SURPLUS AND AUTHORIZING ITS SALE AND/OR
DISPOSAL, INCLUDING PARKS & RECREATION DEPARTMENT 1996
CHEVROLET PICKUP TRUCK**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, the City Parks & Recreation Department currently owns personal property, including a 1996 Chevrolet Pickup Truck, VIN #1GCEC14W5TZ128820, approximately 115,100

miles, which, in the opinion of this City Council, is no longer necessary, or useful to, or in the best interests of the City to retain, and should be declared surplus personal property; and

WHEREAS, City has determined the City Manager and/or his designee is permitted to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager and/or his designee; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus and sell and/or dispose of the same.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. That the City personal property, specifically the 1996 Chevrolet Pickup Truck, VIN #1GCEC14W5TZ128820, approximately 115,100 miles, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

Section 3. That the City Manager and/or his designee is directed and authorized to sell and/or dispose of the surplus personal property as the City Manager and/or his designee sees fit.

Section 4. That any revenue generated by the sale and/or disposal of the surplus personal property shall be deposited in the City general fund.

Section 5. That this Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

Kevin B. Hemann
Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



HIGHLAND

PARKS & RECREATION... The *FUN* Theory!

To: City Manager, Chris Conrad
From: Mark Rosen, Director of Parks & Recreation
Date: September 20, 2021
Subject: Surplus Property Disposal

Recommendation

I am recommending city council approval to dispose of our Ford Ranger that was totaled in a recent accident

Discussion

The recently purchased truck replaced this truck.

1996 Cheverlot Pickup Truck
115,100 miles
Vehicle ID: 1GCEC14W5TZ128820
Model: C10903

Fiscal Impact

Minimum \$500.00 sale

Recommended By: Mark Rosen, Director of Parks & Recreation

Approved By: Chris Conrad, City Manager



	MFD BY GENERAL MOTORS CORP			01/96
	GVWR 6100/2767	GAWR FRT 3150/1429	GAWR RR 3686/1672 LB/KG	
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.				
1GCEC14W5TZ128820		TYPE: TRUCK		
MODEL: C10903				
CPAD	TIRE SIZE	SPEED RTG	RIM	COLD TIRE PRESSURE
FRT	P235/75R15	S	15X7JJ	32/220 PSI/KPA
RR	P235/75R15	S	15X7JJ	35/240 PSI/KPA
SEE OWNER'S MANUAL FOR MORE INFORMATION.				

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND DIRECTING APPLICATION TO THE
2021 SAFE ROUTES TO SCHOOL PROGRAM FOR ASSISTANCE,
FOR THE PURPOSE OF CONSTRUCTING A SIDEWALK ALONG ILLINOIS ROUTE
160 TO CONNECT EXISTING PEDESTRIAN ACCOMMODATIONS AT THE
INTERSECTION OF ILLINOIS ROUTE 160 AND TROXLER AVENUE
TO EXISTING PEDESTRIAN ACCOMMODATIONS AT FLAX DRIVE**

WHEREAS, the City of Highland, Illinois proposes to apply for assistance from the Safe Routes to School Program for the purpose of providing for safer pedestrian routes by constructing a sidewalk along Illinois Route 160 to connect existing pedestrian accommodations at the intersection of Illinois Route 160 and Troxler Avenue to existing pedestrian accommodations at Flax Drive;

WHEREAS, the proposed improvement will provide a safe route for the children of a residential apartment complex located within the project limits to walk or ride their bikes to school;

WHEREAS, the proposed improvement will provide pedestrian access from the residential apartment complex on Flax Drive to the City of Highland Middle and High Schools;

WHEREAS, the proposed improvement will also provide direct access to the City's Peripheral Route shared-use path which encompasses the entire north half of the city, providing access to schools, parks, the Korte Recreation Center, businesses, and the MCT park and ride lot.

WHEREAS, the entire route will be handicap accessible; and,

WHEREAS, the City of Highland has available the funds to finance the activity until reimbursed by the Safe Routes to School Program, and the financial capability to operate, maintain, and manage the completed project in a safe and attractive manner for public use.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The City of Highland shall apply to the Safe Routes to School Program for assistance, for the purposes of constructing a sidewalk along Illinois Route 160 to connect existing pedestrian accommodations at the intersection of Illinois Route 160 and Troxler Avenue to existing pedestrian accommodations at Flax Drive, completing a pedestrian route providing access to the City of Highland Middle and High Schools, and making the entire route handicap accessible.

Section 3. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

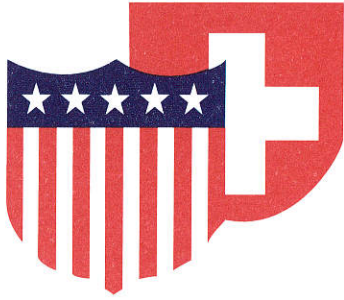
NOES:

APPROVED:

Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: September 15, 2021
SUBJECT: IL 160 Sidewalk Construction-Troxler Avenue to Flax Drive
Recommendation for Approval of Grant Application

RECOMMENDATION

I recommend that you request council approve of a resolution authorizing and directing an application for grant funding for construction of a sidewalk along IL Route 160.

DISCUSSION

We are pursuing a Safe Routes to School grant to construct a concrete sidewalk along the east side of IL 160 extending from the intersection of Troxler Ave. north to Flax Dr. The grant split is 20% City and 80% Federal for engineering and construction. We applied for Transportation Alternatives Program funds last summer and was not awarded.

FISCAL IMPACT

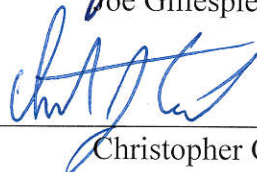
This project will utilize Non Home Rules Sales Tax.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR A GRANT TO IMPROVE MATTER DRIVE AND EXECUTIVE DRIVE

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined Matter Drive and Executive Drive need to be upgraded and reconstructed to accommodate semi-truck trailer traffic; and

WHEREAS, City has determined Matter Drive and Executive Drive need to be upgraded and reconstructed with improved cul de sacs; and

WHEREAS, City has determined Matter Drive and Executive Drive need to be upgraded and reconstructed which will involve costs for engineering and other necessary work to complete the project; and

WHEREAS, City has determined the Illinois Department of Transportation (“IDOT”) has grants available to help City pay for the proposed upgrades to Matter Drive and Executive Drive (“Project”); and

WHEREAS, City has determined it shall enter into an intra-governmental agreement with IDOT for purposes of receiving a \$510,000.00 grant towards the construction costs of the Project (“IDOT Agreement”) (*See Exhibit A*); and

WHEREAS, City finds that the terms of the IDOT Agreement (**Exhibit A**) are fair and reasonable, and City finds the IDOT Agreement (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to approve the IDOT Agreement (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute any and all document associated with approving the IDOT Agreement (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The IDOT Agreement (**Exhibit A**) is approved

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute any and all documents associated with approving the IDOT Agreement (**Exhibit A**).

Section 4. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

Kevin B. Hemann
Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
CITY OF HIGHLAND

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764
and City of Highland (Grantee),
with its principal office at 1115 Broadway Street, Highland, IL 62249 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 071998876 is Grantee's correct DUNS Number, that _____ is Grantee's correct UEI, if applicable, that 376001429 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 \$ 510,000, 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 N/A, the federal awarding agency is Not Applicable, and the Federal Award date is Not Applicable. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Not Applicable and Number is Not Applicable. The Catalog of State Financial Assistance (CSFA) Number is 494-00-0957. The State Award Identification Number is .

1.4. Term. This Agreement shall be effective on (upon execution) 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

CITY OF HIGHLAND

By: _____
Omer Osman, Acting Secretary

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Printed Name: Kevin B. Hemann

By: _____
Signature of Designee (if applicable)

Printed Title: Mayor

E-mail: khemann@highlandil.gov

Date: _____

Printed Name: _____

Printed Title: _____

By: _____
Phil Kaufmann, Chief Counsel

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

Date: _____

Date: _____

Printed Name: _____

By: _____
Joanne Woodworth, Acting Chief Fiscal Officer

Printed Title: _____

E-mail: _____

Date: _____

By: _____
Signature of Other Approver (if applicable)

Date: _____

Printed Name: _____

Printed Title: _____

**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 \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be 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 Part 7000.

“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 Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

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

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“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 Part 7000.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

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

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. 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.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to

the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall 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 Part 200.305(b)(8).

4.7. 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.

4.8. 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 Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) 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).

(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 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.

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 Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 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 200.336 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 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit 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 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. 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 207(b)(3) and 200.327. 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 200.343; 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 200.344.

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.

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 200.207, 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 200.328 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 200.328.

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

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, 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 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

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

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules 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.

(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) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

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

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

- (e) Consolidated Year-End Financial Reports 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 200.339(a)(4).

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

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

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

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

16.3. Non-compliance. If Grantee fails to comply with 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 200.207. 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 200.338. 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, 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 200.341; 44 Ill. Admin. Code §§ 7000.80, 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 200.342.

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 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

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 200.344; 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 200.112 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.

**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

CSFA Number: 494-00-0957

NOSA/SAIN Number: [REDACTED]

GATA Registration Number: 686233

 Illinois Department of Transportation	Grantee		Day Labor	Grantee Administered	RR Force Account
	City of Highland		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Section Number		Fund Type		ITEP, SRTS, or HSIP Number(s)	
21-00073-00-PV		EDP		[REDACTED]	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-98-050-22	[REDACTED]	D-98-021-22	[REDACTED]	[REDACTED]	[REDACTED]

Location

Local Name Matter Drive and Executive Drive Route MUN 6105 and MUN 6104 Length 0.17 (mi)

Termini Matter Drive from US 40 to 0.2 MI South of US 40 and Executive Drive cul de sac

Current Jurisdiction City of Highland TIP Number N/A Existing Structure No N/A

PROJECT DESCRIPTION

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

The project consists of roadway reconstruction to accommodate semi-truck trailer traffic, construction of cul de sac, associated project engineering and all necessary work to complete the project.

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

Division of Cost/Budget

Type of Work	State Funds			Grantee Funds			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	EDP	435,000.00	50	Local Match	435,000.00	BAL	870,000.00
Preliminary Engineering	EDP	60,000.00	50	Local Match	60,000.00	BAL	120,000.00
Construction Engineering	EDP	15,000.00	50	Local Match	15,000.00	BAL	30,000.00
							0.00
							0.00
							0.00
							0.00
Totals		510,000.00			510,000.00		1,020,000.00

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 costs of the project subject to a maximum of \$510,000.
- 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$ [redacted] to be applied solely to construction costs.
- [redacted]

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.
- [redacted]

EXHIBIT D

CONTACT INFORMATION

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: Rebecca Tharp
Title: District Local Roads and Streets Engineer
Address: 1102 Eastport Plaza Dr., Collinsville IL 62234
Phone: 618-346-3330
TTY#: [REDACTED]
Fax#: [REDACTED]
E-mail Address: Rebecca.Tharp@illinois.gov

GRANTEE CONTACT

Name: Kevin Hemann
Title: Mayor of Highland
Address: 1115 Broadway, Highland IL 62249
Phone: 618-654-9891
TTY#: [REDACTED]
Fax#: 618-654-4768
E-mail Address: khemann@higlandil.gov

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, whichever 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 **Trouw Nutrition** 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)

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

A. Code of Conduct

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

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

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The 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 first 3 months 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 (Enter grantees FY end date) (Grantee's Fiscal Year End date).

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

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. (Day Labor) To authorize the **GRANTEE** to proceed with the construction of the improvement when

Agreed Unit Prices are approved, and to reimburse the **GRANTEE** for that portion of the cost payable from **GRANTOR** funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost in Exhibit C.

2. (**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 and federal Buy America provisions.

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*)

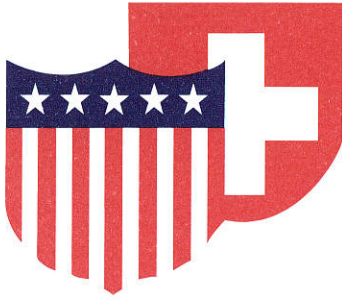
80,000 lb. Truck Access Resolution (*when TARP funds are used*)





Project Location

Addendum 1 - Location Map
Highland
21-00073-00-PV, C-98-050-22/D-98-021-22



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: September 16, 2021
SUBJECT: Matter Drive Reconstruction, PW-05-21
Recommendation for Approval of Inter-Governmental Agreement

RECOMMENDATION

I recommend that you request council approval of an inter-governmental agreement with the state of Illinois for the above referenced project obligating the City for \$510,000.

DISCUSSION

The project is the reconstruction of Matter Drive and additional pavement at the Executive Drive cul-de-sac. The agreement outlines the responsibilities including funding for the DCEO grant we received. The project is estimated at a total of \$1,020,000 with the City matching 50%. Matter Drive is severely deteriorated and its upgrade will benefit not just Trouw, but several businesses on that street.

FISCAL IMPACT

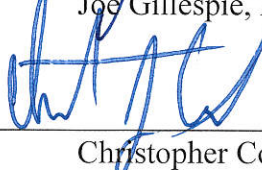
This project will utilize REBUILD Illinois funds in the Motor Fuel Tax account.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, City Manager

JOB NAME: Silver Lake Spillway Retaining Wall Replacement-2021 PW-07-21
OWNER: City of Highland, IL
BID DATE/TIME: September 15, 2021 @ 10:00 A.M.
LOCATION: Department of Public Works
C&A PROJECT NO.: 2021.47

CONTRACTOR	LUMP SUM BID
(1.) Haier Plumbing + Heating OKawville ✓Bond ✓Add 1 ack.	\$ 318,200. ⁰⁰ / _{XX}
(2.) Contegra Edwardsville ✓Bond ✓Add 1 ack.	\$ 384,000. ⁰⁰ / _{XX}
(3.) Korte + Luitjohan Contractors Inc. Highland ✓Bond ✓Add 1 ack.	\$ 245,940. ⁰⁰ / _{XX}
(4.) Plocher Const. Highland ✓Bond ✓Add 1 ack.	\$ 399,000. ⁰⁰ / _{XX}
(5.) Mettler Dev. LLC Highland ✓Bond ✓Add 1 ack.	\$ 287,000. ⁰⁰ / _{XX}
(6.)	
(7.)	
(8.)	
(9.)	
(10.)	
(11.)	
(12.)	

Opener: *Joe Millegio*

Recorder: *Lana R. Hediger*



September 15, 2021

(2021.47)

Joe Gillespie, Director of Public Works
City of Highland
P.O. Box 218
Highland, IL 62249-0218

Re: Silver Lake Spillway Retaining Wall Replacement, PW-07-21
Highland, Illinois

Dear Joe:

Bids for the above referenced project were opened on September 15, 2021. The following bids were received:

	<u>Bid</u>
Korte and Luitjohan Contractors	\$245,940
Mettler Development	\$287,000
Haier Plumbing and Heating	\$318,200
Contegra Services	\$384,000
Plocher Construction	\$399,000

Due to the need for this project, we respectfully recommend that the project be awarded to Korte and Luitjohan Contractors in the amount of \$245,940. We have also enclosed a bid tabulation for the project.

Do not hesitate to contact us if you have any questions.

Very truly yours,
CURRY & ASSOCIATES ENGINEERS, INC.

Roger Mensing, P.E.

cc w/encl: Chris Conrad, City Manager
File 21.47 Bid

BID TABULATION

OWNER: City of Highland DESC.: Silver Lake Spillway Retaining Wall Replacement 2021 DATE/TIME: September 15, 2021 @ 10:00 A.M. LOCATION: City Hall JOB NUMBER: 2021.47	CONTRACTOR: Korte & Luitjohan Contractors, Inc. 12052 Highland Road Highland, IL 62249	CONTRACTOR: Mettler Development, LLC 12359 Highland Road Highland, IL 62249	CONTRACTOR: Haier Plumbing Heating, Inc. 301 N. Elkton Street Okawville, IL 62271	CONTRACTOR: Contegra Services, LLC 22 Gateway Commerce Dr. W., Suite 110 Edwardsville, IL 62024	CONTRACTOR: Plocher Construction, Inc. 2808 Thole Plocher Road Highland, IL 62249
	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
LUMP SUM BID	\$245,940.00	\$287,000.00	\$318,200.00	\$384,000.00	\$399,000.00





City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: September 15, 2021
SUBJECT: Silver Lake Spillway Retaining Wall Replacement 2021, PW-07-21
Recommendation for Approval

RECOMMENDATION

I recommend that you request council approval to award a contract to Korte and Luitjohan Contractors, Inc. in Highland, IL for \$245,940.00.

DISCUSSION

We received and opened bids on September 15, 2021. See the attached tabulation sheet for details.

There is movement in a section of retaining wall on the east side near the outlet end of the spillway. Korte and Luitjohan replaced a similar section of retaining north of the bridge in 2010.

FISCAL IMPACT


The project is budgeted in the Water Fund-Water Treatment Plant.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, City Manager

City of Highland, Illinois

Electric Department



BID #E-08-21

PURCHASE OF CAPACITOR BANK FOR POWER PLANT SUBSTATION

Wednesday, October 13, 2021

City Hall

1115 Broadway

Highland, Illinois

Approved by: _____ **Date:** _____

Bid submitted by:

**NOTICE OF MUNICIPAL LETTING
CITY OF HIGHLAND, ILLINOIS**

**Bid #E-08-21
Purchase of Capacitor Bank for Power Plant Substation**

The City of Highland will accept bids until 10:00 A.M. CDT on Wednesday, the 13th of October 2021 at City Hall located at 1115 Broadway, Highland, Illinois at which time they will be publicly opened and read. After tabulation and review, bids will be presented to the City Council at its regular meeting scheduled for October 18th, 2021 for consideration. If there are any questions concerning this solicitation, please contact Mr. Dan Cook, Director of Electric at (618) 654-7511.

Bids shall be submitted in an opaque, sealed envelope containing the bidders name and address and labeled "Sealed Bid, E-08-21, Purchase of Capacitor Bank for Power Plant Substation" Facsimile bids are not acceptable.

The city of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. The bid prices shall remain valid and no participating party may withdraw his bid for at least thirty (30) days after the established deadline for receipt of bids.

By submitting this bid, the participating party acknowledges that they are familiar with the specifications and all other applicable regulatory and contract requirements for the work. Any area of concern shall be brought to the Department of Light & Power's attention as soon as possible.

The Certificate of Non-Delinquency of Taxes, Certificate of Compliance and the "Hold Harmless Agreement" forms must be returned with the bid. The City Council is prohibited from awarding the contract without these documents.

BASIS FOR BID

The bid shall include all labor, plant, material, transportation, and other costs. The bid price will include all discounts, preparation costs and all other charges or credits. DO NOT include taxes in the bid price. The city of Highland is exempt from Federal Excise, Transportation, and State Sales Taxes.

BASIS FOR CONTRACT AWARD

Bid submissions will be evaluated and compared to the specifications provided by the city. Both cost and delivery date will be considered when awarding this purchase. The lowest responsible and responsive bid that meets the provided specifications shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to City Council approval).

BASIS OF PAYMENT

Payment will be made only after all materials are received and accepted, as specified, and within 30 days of receipt of invoice for the same.

Proposals received after 10:00 A.M. CDT, October 13th, 2021 will not be accepted and will be returned to the proposer unopened. The City of Highland reserves the right to reject any and all responses and waive minor irregularities. No proposal may be withdrawn for a period of thirty (30) days.

By the order of the Mayor and City Council

Chris Conrad, City Manager

City of Highland
"Sealed Bid, E-08-21, Purchase of Capacitor Bank for Power Plant"
Attn: Daniel Cook, Director of Electric
1115 Broadway
PO Box 218
Highland, Illinois 62249

DETAILED SPECIFICATIONS for NOML E-08-21
Capacitor Bank for Power Plant Substation

General

SCOPE

The scope of these specifications shall be construed as securing for the City of Highland, Illinois, (City or municipality, all being one and the same), one (1) outdoor capacitor bank at the power plant substation.

DESCRIPTION OF PROJECT

The City of Highland, Illinois is installing one (1) 13.8 kV, four step outdoor capacitor bank at the power plant consisting of 1- 300 Kvar, 1- 600 Kvar, 1- 900 Kvar, and 1- 1800 Kvar, totaling 3600 Kvar to correct the city's power factor. The bank will be installed and connected to the 13.8 kV substation bus via a city owned circuit breaker. The capacitor bank shall be equipped with connectors to accept a connection to the bank by a NEMA 4-hole pad.

The substation equipment to be furnished under these specifications shall consist of one (1) outdoor open type 3600 Kvar 13.8 kV capacitor bank. The equipment furnished shall be complete with switches, fuses, current limiting, rack, and all accessories ready for mounting, connection, and for immediate service.

DELIVERY AND ASSEMBLY

The outdoor capacitor bank shall be provided to the Owner with delivery to the power plant substation. (FOB Destination Freight included.)

APPROXIMATE QUANTITIES

These detailed specifications for the equipment for the substation shall consist of the following items, as hereinafter more completely specified:

Proposal #1 -One (1) 3 phase 13.8 kV capacitor bank with four steps consisting of 1- 300 Kvar, 1- 600 Kvar, 1- 900 Kvar, and 1- 1800 Kvar, totaling 3600 Kvar. The equipment furnished shall be complete with switches, fuses, current limiting, mounting structure rack, and all accessories ready for mounting, connection, and for immediate service.

PROPOSAL #1 - ONE (1) 13.8 kV CAPACITOR BANK

Capacitor Bank

This specification covers one (1) 3600 Kvar, 13.8kV, 60 Hz, 3 phase outdoor open rack shunt capacitor bank, connected grounded wye. The manufacturer shall guarantee in writing that the capacitor bank meets the requirements of ANSI C55.1, IEEE, NEMA CP-1, and other applicable American Standards in all respects.

The capacitor units shall be mounted in edge mount racks that shall be fully equipped. The capacitor bank shall be provided with vacuum switches, current limiting fuses, inrush current limiting reactors, mounting frame, and elevating structure.

The unit shall consist of four (4) 3 phase banks of capacitors consisting of 1- 300 Kvar, 1- 600 Kvar, 1- 900 Kvar, and 1- 1800 Kvar, totaling 3600 Kvar will ultimately operate in parallel on the same bus and will be separately switched. The manufacturer shall make suitable provision to limit the inrush currents due to back-to-back capacitor switching to the capabilities of the switches and fuses. The manufacturer shall supply an inrush current limiting reactor to reduce inrush currents.

Controls

The capacitor bank shall be equipped with switch controls wired to a junction box or suitable enclosure for connection to customers connection. The secondary control voltage available at the substation will be 120 VAC or 125 VDC.

Elevating Substructure

The manufacturer shall furnish substructures that will elevate the capacitor racks a minimum of eleven feet (11') above the ground.

Accessories

Base and stack insulators shall be high strength station post and shall be colored ANSI #70 gray.

The manufacturer shall furnish all necessary racks, shelves, superstructures, bus work, insulators, connections, terminals and hardware. If aluminum connections are involved, a container of oxide inhibitor shall be furnished. A can of touch-up paint of the same color as the capacitors shall be furnished.

Any necessary instrument transformers for proper operation of the controls shall be furnished. They shall be suitably protected by means of arresters, protector tubes or gaps, as required.

The manufacturer shall furnish the following spare items.

Spare Vacuum switch
Spare capacitor one of each type used

Spare fuse one of each type used
Spare current limiting reactor one of each type used

Options

The following are options that may be added to the capacitor bank and should be priced separately.

Ground switches or shorting switches that are hookstick operated

Drawings and Instruction Books

The manufacturer shall supply suitable drawings for approval as follows:

- Outline
- Auxiliary equipment outlines
- Bills of major material
- Hardware schedule
- Base plan
- Interconnection diagram

The manufacturer shall also furnish:

- Instruction books
- Spare parts lists
- Maintenance manuals
- Fuse curves (min. Melt and maximum total clearing)
- Capacitor case bursting curves

The drawings are to be included with instruction manual, in both hard copy and AutoCAD format.

For furnishing and delivery of one (1) 13.8 kV, four steps outdoor capacitor bank at the power plant consisting of 1- 300 Kvar, 1- 600 Kvar, 1- 900 Kvar, and 1- 1800 Kvar, totaling 3600 Kvar to correct the city's power factor, all as specified for the sum of:

_____ \$ _____
(In Writing) (In Figures)

Manufacturer: _____
Number of Banks: _____
KV: _____
Frequency: _____
Connection _____
BIL: _____
Rated voltage of individual capacitors: _____ V
Rated capacity of individual capacitors: _____ KVAR
Rated capacity of each bank: _____ KVAR
Total capacity of capacitor banks: _____ KVAR
Reactor rating: _____
Control: _____
Switches: _____
Weights: _____
Delivery of Drawings: _____
Delivery of Equipment: _____

OPTIONS

Ground switches or shorting switches that are hookstick operated

_____ \$ _____
(In Writing) (In Figures)

PUBLIC NOTICE CITY OF HIGHLAND ILLINOIS
NOTICE OF MUNICIPAL LETTING
Bid #E-08-21 – Purchase of Capacitor Bank for Power Plant Substation

The City of Highland will accept sealed bids until 10:00 A.M. CDT on Wednesday, the 13th of October, 2021 at City Hall located at 1115 Broadway, Highland, Illinois at which time they will be publicly opened and read.

The specifications for the lighting can be obtained either in person at City Hall or through email request to dcook@highlandil.gov.

City of Highland, Illinois

Chris Conrad, City Manager

City of Highland
“Sealed Bid, #E-08-21, Purchase of Capacitor Bank for Power Plant Substation”
Attn: Daniel Cook, Director of Light & Power
1115 Broadway
PO Box 218
Highland, Illinois 62249

NOTICE TO EDITOR: Please publish the above notice in the Pioneer on Wednesday, September 22, 2021.

**Send proof of publication to: City of Highland
Attn: Dan Cook
PO Box 218
Highland, Illinois 62249**

**Send bill for above notice to: City of Highland
Attn: Accounts Payable
PO Box 218
Highland, Illinois 62249**



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: September 14, 2021
Subject: Purchase of Capacitor Bank for Power Plant Substation, E-08-21, Notice of Municipal Letting.

RECOMMENDATION

I recommend that you seek council approval to advertise for the above referenced NOML. The estimated cost of this project is \$50,000.00.

DISCUSSION

The existing Capacitor bank is currently inoperable, needing extensive repair and is constructed using old technology. It is financially impractical to attempt repairing and upgrading the existing bank, therefore I am recommending the city solicit bids for the purchase of a new capacitor bank. Council approved the expenditure during the budget approval process for FY2022.

FISCAL IMPACT


This item is budgeted under 101-104-5-530-00.

CONCURRENCE

Recommended by: _____


Daniel Cook, Director of Light & Power

Approved by: _____


Chris Conrad, City Manager

Expenditure Listing # 1203
From 09/04/2021 to 09/17/2021

City of Highland
1115 Broadway, PO Box 218
Highland IL 62249



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
6296	AMAZON CAPITAL SERVICES	RETURN OTTERBOX PHONE CASE	09/10/2021	-28.99
6345	Highland Optimist Club	Supplies for Central Purchasing.	09/10/2021	928.00
6408	ULINE SHIPPING SUPPLIES	Supplies for Central Purchasing	09/10/2021	559.00
Total for Department: 000 Balance Sheet Accounts				1,458.01
Department: 011 General Admin				
6292	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	09/10/2021	1.94
6296	AMAZON CAPITAL SERVICES	QTY 1 - THERMAL KING . 2 1/4" X 50' THERMAL PAPER	09/10/2021	88.87
6303	BARNETT PEST SOLUTIONS	MONTHLY PEST CONTROL - CITY HALL STORAGE	09/10/2021	80.00
6310	CBIZ Benefits & Insurance Services Inc	INTERIM-YR FINANCIAL DISCLOSURE FOR GASB 75 REPORTING- 4/30/2021	09/10/2021	5,850.00
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	257.29
6326	DexYP	MONTHLY PHONE LISTING	09/10/2021	89.40
6343	Highland Chamber Of Commerce	HOTEL/MOTEL TAX FUNDING - STREET ART FESTIVAL 2021	09/10/2021	1,837.00
6344	Highland Communication Services	HCS SERVICES - CITY HALL	09/10/2021	500.30
6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	8,000.38
6415	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	09/10/2021	121.27
6417	Watts Copy Systems Inc.	COPIER LEASE / USAGE - LANA'S COPIER	09/10/2021	725.49
6418	William F. Brockman Co	SWITZERFEST PARADE CANDY FOR MAYOR	09/10/2021	244.00
Total for Department: 011 General Admin				17,795.94
Department: 012 Police Dept				
6296	AMAZON CAPITAL SERVICES	CROSSING GUARD VESTS AND STOP SIGNS	09/10/2021	-23.86
6303	BARNETT PEST SOLUTIONS	POLICE DEPT PEST CONTROL AUGUST	09/10/2021	50.00
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	155.63
6319	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	09/10/2021	1.64
6326	DexYP	MONTHLY PHONE LISTING	09/10/2021	36.30
6338	GLOBAL TECHNICAL SYSTEMS, INC	RESET RADIOS AT TOWER SITE	09/10/2021	298.50
6344	Highland Communication Services	HCS SERVICES - PD	09/10/2021	494.90
6356	Knebel's Auto Body Inc	CAR 9- HOOD REPAIR AND TOUCH UP PAINT	09/10/2021	147.11
6363	MADISON COUNTY INFORMATION TECHNOLOGY	MADISON CO. LEADS LEASE	09/10/2021	24.28
6376	O'Reilly Automotive Inc.	QTY 1 - AIR FILTER BACK UP GENERATOR	09/10/2021	24.11
6378	PAETEC	POLICE DEPT LONG DISTANCE	09/10/2021	1.28
6384	Reding Tire & Battery Inc	CAR 2, OIL, LUBE AND FILTER	09/10/2021	516.68
6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	3,820.21
6404	TRANSUNION RISK AND ALTERNATIVE	DETECTIVES INVESTIGATION CHECKS	09/10/2021	189.60
Total for Department: 012 Police Dept				5,736.38
Department: 013 Building & Zoning				
6296	AMAZON CAPITAL SERVICES	BARRICKS UTILITY TABLE W/ SHELF	09/10/2021	139.05
6313	City Of Highland	Electrical Inspection- CARTER RIDGE DR	09/10/2021	60.00
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	38.24
6332	Engraving By Voss	QTY 2 - 2 X 8 BLACK/WHITE NAME PLATES-COMBINED PLANNING & ZONING	09/10/2021	10.00
6336	FRONTIER	PHONE CHARGES	09/10/2021	40.97
6351	IMPACT Center for Independent Living	ANNUAL DONATION FOR SERVICES	09/10/2021	100.00
6353	IRON MOUTAIN	SHREDDING SERVICES (8 BINS)	09/10/2021	525.60
6368	Mettler Development LLC	CERT OF OCCUPANCY DEPOST REFUND - 216 CARTER RIDGE	09/10/2021	8,000.00
6376	O'Reilly Automotive Inc.	QTY 1 - OIL FILTER, QTY 2 - MOTOR OIL	09/10/2021	78.40
6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	1,921.28
6393	Southern Illinois University Edwardsville	INTERNSHIP FOR CITY OF HIGHLAND 8/16/2021- 12/31/2021	09/10/2021	2,895.36
6395	SUMNER ONE, INC.	COLOR OVERAGE	09/10/2021	144.38
Total for Department: 013 Building & Zoning				13,951.28
Department: 014 Fire Dept				
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	5.67
6319	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	09/10/2021	1.64
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	201.28
6365	McKay Auto Parts Inc	QTY 2 - EVOLUTION BLADE, QTY 1 ATM-5 FUSE	09/10/2021	46.67
6380	PLUMBERS SUPPLY	QTY 1 - 1 1/2" FIP NPT X 1 1/2" MIP HOSE THRD	09/10/2021	38.72
6390	SIGNS & DESIGNS BY RONNIE DEIEN, LLC	VINLY REMOVAL/BLACK/RED WRAP W/ GOLD STRIPE - 2015 FORD # 1594	09/10/2021	3,500.00
6420	Zobrist Electric Inc	MATERIAL / LABOR TO ADD RECEPTACLE AT THE BROADWAY STATION	09/10/2021	125.00
Total for Department: 014 Fire Dept				3,918.98
Department: 017 Streets / PW Admin				
6296	AMAZON CAPITAL SERVICES	QTY 2 LINCONSON 12 PACK SAFETY WORK GLOVES	09/10/2021	84.68
6302	Aviston Lumber Company	Staples, 1x2 - 48" Grade Stake	09/10/2021	264.80
6303	BARNETT PEST SOLUTIONS	August sevice - Onslaught	09/10/2021	60.00
6308	Bradford National Bank	Street Sweeper	09/10/2021	3,900.97
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	6.56
6319	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	09/10/2021	4.51
6324	Dave Schmidt Truck Service Inc	Truck 64 - AB Service, IDOT Inspect.Repairs. Parts	09/10/2021	4,107.32
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	1,700.12
6365	McKay Auto Parts Inc	Napa Fuel Filter	09/10/2021	16.70
6386	Safe Supply Company Inc	Hydraulic Hose & Coupling	09/10/2021	59.44

6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	111.70
Total for Department: 017 Streets / PW Admin				10,316.80
Total for Fund:001 General Fund				53,177.39
Fund: 007 Community Development Fund				
Department: 007 Community Development				
6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	1,050.00
6393	Southern Illinois University Edwardsville	INTERNSHIP FOR CITY OF HIGHLAND 8/16/2021- 12/31/2021	09/10/2021	2,893.37
6398	KATHRYN TEBBE	SINGLE FAMILY HOME INCENTIVE PAYMENT - 27 GENEVA	09/10/2021	4,000.00
Total for Department: 007 Community Development				7,943.37
Total for Fund:007 Community Development Fund				7,943.37
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
6305	Beelman Logistics LLC	CM13 Sealcoat - 1430.55 total Wt.	09/10/2021	33,975.59
6312	Christ Bros Inc	HMA - SC "C" N50	09/10/2021	4,017.65
6325	Delarent Const Co Inc	MFT ST MTN 2021- LOADED,SPREAD,& ROLLED 1,287 TONS STEAL COAT	09/10/2021	33,140.25
6328	Don Anderson Co	HFRS - 2	09/10/2021	23,943.00
Total for Department: 008 Motor Fuel Tax				95,076.49
Total for Fund:008 Motor Fuel Tax Fund				95,076.49
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
6292	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	09/10/2021	110.95
6298	AMERICAN CANCER SOCIETY	Ribbons for the KRC	09/10/2021	48.00
6301	ATIS Elevator Inspections LLC	Annual elevator inspection	09/10/2021	202.50
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	478.36
6319	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	09/10/2021	192.20
6323	Da-Com Digital Office Solutions	RISO copier annual contract fee	09/10/2021	1,781.89
6331	Energy Wise	Pool pak repair-KRC	09/10/2021	3,980.00
6346	Hillyard St Louis Inc	Cleaning supplies for KRC (detergent, disinfectant, etc)	09/10/2021	497.04
6352	IN THE SWIM	Chlorine for the pool	09/10/2021	317.97
6358	Mark Kroll	Refund for the remainder of his membership he can no longer use	09/10/2021	79.13
6360	Lincoln Aquatics	Powder for chemical check for the KRC pool	09/10/2021	95.16
6364	Mazzio's Pizza	PIZZAS FOR PARTIES AT REC CENTER	09/10/2021	918.00
6372	National Erectors & Builders, Inc.	Hand Dryer Repairs in Womens Locker room	09/10/2021	1,530.00
6382	Quench USA, Inc	Bottle refill station	09/10/2021	55.00
6396	Switzer Food and Supplies	HOT DOGS FOR CONCESSIONS	09/10/2021	189.40
6415	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	09/10/2021	252.47
6418	William F. Brockman Co	Concession candy and chips	09/10/2021	302.64
Total for Department: 009 Korte Rec Center				11,030.71
Department: 016 Parks & Recreation				
6290	A I Security Specialist Inc	Keys for Senior Center (qty 10)	09/10/2021	30.00
6293	ADR HIGHLAND, INC.	DOOR REPAIR & ADJUSTMENT ON TRUCK (VIN#274006)	09/10/2021	12.38
6296	AMAZON CAPITAL SERVICES	MAXAM STAINLESS STEEL MUG FOR FLUGELFEST	09/10/2021	23.98
6297	Ameren Illinois	WCC SERVICES	09/10/2021	55.28
6298	AMERICAN CANCER SOCIETY	Ribbons for the WCC	09/10/2021	28.00
6300	APASystems	Speaker repair at the square stage	09/10/2021	1,650.00
6302	Aviston Lumber Company	Parts for maintenance	09/10/2021	25.87
6303	BARNETT PEST SOLUTIONS	WCC monthly pest control- August	09/10/2021	50.00
6304	Battery Specialist + Golf Cars HGD	Golf cart repair	09/10/2021	274.10
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	333.69
6315	City Utilities	UTILITIES - QUARTERBACK CLUB BUILDING	09/10/2021	111.70
6319	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	09/10/2021	2.46
6335	Frey Properties of Highland LLC	SENIOR CENTER LEASE PAYMENT	09/10/2021	30,000.00
6342	Hodiger's Backhoe Inc.	Work on the restrooms area dog park and square	09/10/2021	930.00
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	187.75
6355	Kalmer Landscape Supply	Alabama Sunset	09/10/2021	618.46
6366	Linda Meehan	Refund for trips they can no longer attend	09/10/2021	176.00
6377	Joshua O'Toole	Temporary repairs for broken glass block at the fountain	09/10/2021	315.00
6383	Red E Mix LLC	concrete work for the ditch at Glik	09/10/2021	2,629.50
6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	223.40
6403	The Pump Shop	Inspection of the square fountain	09/10/2021	694.23
6405	Tri Ford Inc	2010 ford f 150 repairs	09/10/2021	521.15
6411	Vandalia Bus Lines Inc	BUS FOR SENIOR TRIP 40 PASS 09/22/2021 - JACKSON, MO	09/10/2021	1,922.50
6415	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	09/10/2021	434.46
6419	Woodcrest Small Engine	New weed trimmer	09/10/2021	396.24
Total for Department: 016 Parks & Recreation				41,646.15
Department: 503 Swimming Pool Fund				
6402	The Lifeguard Store	NESTING SAND CHAIR (QTY4)	09/10/2021	548.00
6415	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	09/10/2021	342.72
Total for Department: 503 Swimming Pool Fund				890.72
Department: 715 Cemetery Fund				
6374	Northtown Auto & Tractor	Thread lock gel	09/10/2021	14.99
6383	Red E Mix LLC	washed sand	09/10/2021	115.00
Total for Department: 715 Cemetery Fund				129.99

				Total for Fund:009 Parks & Rec Fund	53,697.57
Fund: 012 Business District A					
Department: 012 Police Dept					
ACH PAID	S.M. WILSON & CO	NEW PSB GENERAL CONSTRUCTION PAY APP 11	09/10/2021	361,631.65	
6296	AMAZON CAPITAL SERVICES	NICOR LIGHTING EMERG. ADJUST LED LIGHT FIXTURE	09/10/2021	3,407.51	
6311	CDW G Inc	QTY 1 - DELL 3410 15-10210U 500/8 PC	09/10/2021	6,850.46	
6322	Curry & Associates Engineers Inc	CIVIL ENG. NEW PSB	09/10/2021	219.48	
6362	LOYET-ARCHITECTS	NEW PSF DESIGN FEE AT 99.9%	09/10/2021	2,597.40	
				Total for Department: 012 Police Dept	374,706.50
				Total for Fund:012 Business District A	374,706.50
Fund: 101 Electric Fund					
Department: 000 Balance Sheet Accounts					
ACH PAID	IMEA	AUGUST PURCHASE POWER	09/17/2021	-45,289.47	
ACH PAID	SPRINGBROOK SOFTWARE LLC	SEPTEMBER ACH SERVICES	09/16/2021	793.67	
				Total for Department: 000 Balance Sheet Accounts	-44,495.80
Department: 101 Electric Admin					
6296	AMAZON CAPITAL SERVICES	LINEAR 3089 300 MHz 1-CHANNEL VISOR TRANSMITTER (5PCS)	09/10/2021	81.94	
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	144.38	
6326	DexYP	MONTHLY PHONE LISTING	09/10/2021	48.80	
6378	PAETEC	LONG DISTANCE CHARGE	09/10/2021	0.03	
6394	SPRINGBROOK HOLDING COMPANY LLC	AUGUST CIVICPAY TRANSACTION FEE	09/10/2021	1,303.00	
6395	SUMNER ONE, INC.	COLOR OVERAGE	09/10/2021	115.89	
				Total for Department: 101 Electric Admin	1,694.04
Department: 102 Electric Production					
ACH PAID	IMEA	AUGUST PURCHASE POWER	09/17/2021	1,123,351.27	
6292	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	09/10/2021	154.36	
6296	AMAZON CAPITAL SERVICES	QTY 1 - SGT KNOTS SOLID BRAID DACRON FLAG POLE ROPE	09/10/2021	26.95	
6303	BARNETT PEST SOLUTIONS	MONTHLY INSPECT & TREATMENT	09/10/2021	100.00	
6313	City Of Highland	DUMPSTER	09/10/2021	542.45	
6330	EDWARDSVILLE MACHINE & WELDING CO. INC.	BOLTS FOR CAT GENERATORS	09/10/2021	576.00	
6365	McKay Auto Parts Inc	QTQTY 1 - OIL DRY	09/10/2021	7.99	
6376	O'Reilly Automotive Inc.	QTY 1 - HUB ASSEMBLY AND CERAMIC PADS - 2006 CHEVY SILVERADO	09/10/2021	323.26	
				Total for Department: 102 Electric Production	1,125,082.28
Department: 104 Electric Distribution					
6291	A n J SERVICES INC	L RECLOSER SERVICE	09/10/2021	2,251.60	
6297	Ameren Illinois	EVERGREEN CT ST LITE	09/10/2021	34.48	
6299	ANIXTER, INC.	J822004	09/10/2021	11,332.95	
6334	Fletcher Reinhardt Company	34790CT Wipes, Industrial	09/10/2021	76.63	
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	1,623.48	
6348	Illinois Municipal Utilities Association	JULY SAFETY TRAINING	09/10/2021	750.00	
6365	McKay Auto Parts Inc	AIR FILTER	09/10/2021	44.45	
6376	O'Reilly Automotive Inc.	QTY 1 - REPAIR KIT	09/10/2021	305.99	
6381	Power Line Supply	ES2R2R Service Entrance Sleeve #2 insulated	09/10/2021	4,726.72	
6397	TANTALUS SYSTEMS INC.	NSE-201	09/10/2021	21,967.62	
6406	Truck Centers Inc	PARTS FOR DOUBLE BUCKET	09/10/2021	386.32	
				Total for Department: 104 Electric Distribution	43,500.24
				Total for Fund:101 Electric Fund	1,125,780.76
Fund: 111 FTTP Fund					
Department: 000					
6422	MATTHEW ALLIOT	HCS REFUND	09/14/2021	15.63	
6423	ELIZABETH DICKERSON	HCS REFUND	09/14/2021	88.44	
6424	OLIVIA GENTEMAN	HCS REFUND	09/14/2021	292.22	
6425	DOTTIE & GARY GRAVES	HCS REFUND	09/14/2021	153.42	
6426	ROSEMARIE KOMBRINK	HCS REFUND	09/14/2021	91.35	
6427	JOE MIDDLETON	HCS REFUND	09/14/2021	1.16	
6428	KENNETH PRICE	HCS REFUND	09/14/2021	16.23	
6429	KOURTNEY SANDERS	HCS REFUND	09/14/2021	14.94	
6430	JENNIFER SCHILDKNECHT	HCS REFUND	09/14/2021	9.35	
6431	DAVID SLOVER	HCS REFUND	09/14/2021	14.94	
6432	TONYA TAYLOR	HCS REFUND	09/14/2021	149.36	
6433	TONYA TROKEY	HCS REFUND	09/14/2021	9.54	
6434	STACY WEISS	HCS REFUND	09/14/2021	64.04	
				Total for Department: 000	920.62
Department: 111					
ACH PAID	ILLINOIS DEPT OF REVENUE	RT-2 TELECOMMUNICATIONS TAX	09/07/2021	3,184.25	
ACH PAID	RELIAFUND	HCS ACH PROCESSING FEES	09/10/2021	157.50	
ACH PAID	UNITED STATES COPYRIGHT OFFICE	ROYALTY FEES FOR HCS	09/10/2021	67.00	
ACH PAID	USAC BILLING & DISBURSEMENT	SUPPORT MECHANISM ADJUSTMENTS - 2019 499A	09/10/2021	9,924.31	
6295	ALBERS HEATING & AIR CONDITIONING, INC.	CLEAN COILS ON UNITS - HCS	09/10/2021	1,430.00	
6303	BARNETT PEST SOLUTIONS	MONTHLY PEST CONTROL - HCS	09/10/2021	50.00	
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	94.36	
6319	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	09/10/2021	1.64	
6326	DexYP	MONTHLY PHONE LISTING	09/10/2021	52.50	
6337	FRONTIER COMMUNICATIONS	IL ANNUAL POLE RENTAL ATTACHMENT BILLING FOR 2021 -195 POLES	09/10/2021	261.30	

6339	GREAT LAKES DATA SYSTEMS	BROADHUB SOFTWARE SUPPORT	09/10/2021	1,200.00
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	190.21
6349	ILLINOIS TELECOMMUNICATIONS ACCESS CORP.	LOCAL EXCHANGE CARRIER & INTERCONNECTED VOIP & WIRELESS PROVIDER	09/10/2021	16.58
6367	MEREDITH CORPORATION	AUGUST VIDEO CONTENT FEE - KMOV -CBS, MMOV-MY NET	09/10/2021	7,910.28
6370	Missouri Network Alliance LLC	VIDEO CONTENT FEE	09/10/2021	20,719.57
6373	NEXSTAR BROADCASTING, INC.	AUGUST VIDEO CONTENT FEE - NEWSNATION	09/10/2021	8,377.30
6375	OFFICE SOURCE INC	QTY 500 - #10 WHITE BUSINESS ENVELOPES, COMMERCIAL #10	09/10/2021	13.82
6376	O'Reilly Automotive Inc.	QTY 2 - MOTOR OIL	09/10/2021	12.98
6384	Reding Tire & Battery Inc	QTY 4-ST 235/80R16 E SUMMIT TIRES, IL STATE FEE,DISPOSAL FEE	09/10/2021	465.96
6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	446.81
6388	Showtime Networks Inc	AUGUST VIDEO CONTENT FEE	09/10/2021	137.70
6391	SINCLAIR TELEVISION GROUP, INC.	AUGUST 2021 SUBSCRIBER COUNTS	09/10/2021	5,001.80
6392	SNI / SI Networks LLC Inc	AUGUST VIDEO CONTENT FEE	09/10/2021	127.58
6395	SUMNER ONE, INC.	COPIER LEASE / USAGE HCS	09/10/2021	161.04
6399	TEGNA	AUGUST VIDEO CONTENT FEE	09/10/2021	6,154.50
6412	Vermeer Midwest	PARTS/ LABOR - REMOTE LOCK ISSUES - HCS	09/10/2021	629.32
6413	VIVICAST MEDIA, LLC	VIDEO CONTENT FEE - SEPTEMBER	09/10/2021	57,227.12
6417	Watts Copy Systems Inc.	COPIER LEASE / USAGE - LANAS COPIER	09/10/2021	81.66
			Total for Department: 111	124,097.09
			Total for Fund:111 FTTP Fund	125,017.71

Fund: 201 Water Fund

Department: 201 Water Admin

6387	SANDBERG PHOENIX & VON GONTARD P.C.	Legal Services	09/10/2021	1,407.45
6394	SPRINGBROOK HOLDING COMPANY LLC	AUGUST CIVICPAY TRANSACTION FEE	09/10/2021	521.20
			Total for Department: 201 Water Admin	1,928.65

Department: 202 Water Production

6292	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	09/10/2021	24.36
6306	Bluff Equipment Inc	PTO Switch Kit	09/10/2021	33.03
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	62.96
6319	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	09/10/2021	7.38
6321	Corsair Controls Inc	Top View Dialer Solution	09/10/2021	15,769.00
6340	Hach Company	Ammonia, Mono-Chloromine	09/10/2021	522.05
6341	Hawkins Inc	Powdered Carbon	09/10/2021	9,073.04
6379	PDC Laboratories Inc	LEAD AND COPPER SAMPLES	09/10/2021	1,818.26
6389	Sidener Environmental Services Inc.	Supplies for WTP	09/10/2021	3,517.86
6410	USA Blue Book	Gloves, Danger SIgn	09/10/2021	173.72
6416	Water Solutions Unlimited	CPW Plus 300 L Scale	09/10/2021	5,306.55
			Total for Department: 202 Water Production	36,308.21

Department: 203 Water Distribution

6292	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	09/10/2021	42.04
6309	Broadway Battery & Tire	Washing Machine - local and has in stock now. (W&S to share cost	09/10/2021	335.00
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	4.83
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	296.25
6350	IMCO Utility Supply Co	Wood, Oak Shims	09/10/2021	115.50
6354	JANSEN CHEVROLET	Truck 16 - Safety Inspection	09/10/2021	51.00
6357	Kohnen Concrete Products, Inc.	Vault, Cover Slab, Frame & Cover, Manhole Sealant	09/10/2021	645.00
6361	London Shoe Shop	SAFETY BOOTS - BRINKER	09/10/2021	240.80
6365	McKay Auto Parts Inc	Oil & Fuel Filters	09/10/2021	30.16
6369	Midwest Municipal Supply Inc	Brass 45, T-Bolt& Nut, Brass 90, Mega-Lug	09/10/2021	6,373.23
6400	Teklab Inc	Coliform, Total-Membrane Filter	09/10/2021	405.60
6409	UNITED SYSTEMS & SOFTWARE, INC.	Itron Water Meter Tops	09/10/2021	16,083.52
			Total for Department: 203 Water Distribution	24,622.93
			Total for Fund:201 Water Fund	62,859.79

Fund: 208 Water Alt Bond Int & Red

Department: 208 Water Alt Bond & Int

ACH PAID	STATE BANK OF BERN	WATER MAIN IMPROVEMENT LOAN - INTEREST DUE	09/07/2021	99,873.35
			Total for Department: 208 Water Alt Bond & Int	99,873.35
			Total for Fund:208 Water Alt Bond Int & Red	99,873.35

Fund: 301 Sewer Fund

Department: 301 Sewer Admin

6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	53.59
6394	SPRINGBROOK HOLDING COMPANY LLC	AUGUST CIVICPAY TRANSACTION FEE	09/10/2021	521.20
			Total for Department: 301 Sewer Admin	574.79

Department: 303 Sewer Collection

6292	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	09/10/2021	12.29
6309	Broadway Battery & Tire	Washing Machine - local and has in stock now. (W&S to share cost	09/10/2021	335.00
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	4.83
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	296.25
6354	JANSEN CHEVROLET	Truck 16 - Safety Inspection	09/10/2021	51.00
6361	London Shoe Shop	SAFETY BOOTS - DALE JONES	09/10/2021	240.80
6365	McKay Auto Parts Inc	Oil & Fuel Filters	09/10/2021	30.16
6414	VR'S COMPANY	607 9TH ST - 04/02/2021 WTR DAMAGE	09/10/2021	7,032.83
			Total for Department: 303 Sewer Collection	8,003.16

Department: 304 Water Reclamation Facility

6292	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	09/10/2021	40.18
6296	AMAZON CAPITAL SERVICES	QTY 1 CAMCO RHINO HEAVY DUTY 21 GALLON PORTABLE WASTE HOSE	09/10/2021	582.50
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	32.75
6317	Clinton County Garage Door	Service Call - Repair, Install Cable, Scissor Lift Use	09/10/2021	301.00
6321	Corsair Controls Inc	Labor, Processor, Analog Output Module, 2 Channel Isolator	09/10/2021	2,921.11
6329	Durkin Equipment Co Inc	Service Call, Annual Calibration,	09/10/2021	364.00
6347	Huels Oil Co	DELO GEAR EP 5 - 80/90 120	09/10/2021	1,358.40
6400	Teklab Inc	HWRF Monthly Sampling	09/10/2021	50.00
6401	TELEDYNE INSTRUMENTS, INC.	Isco 5800 Refrig. Sampler Replacement Parts	09/10/2021	1,804.24
6410	USA Blue Book	Supplies for WRF	09/10/2021	888.30
6415	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	09/10/2021	222.37

Total for Department: 304 Water Reclamation Facility 8,564.85

Department: 305 WRF Pretreatment

6318	KIMBERLY A. COLE	PRE TREATMENT CONSULTING SERVICES (AUGUST)	09/10/2021	2,775.00
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Total for Department: 305 WRF Pretreatment 2,775.00

Total for Fund:301 Sewer Fund 19,917.80

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

6294	Airgas USA,LLC	OXYGEN	09/10/2021	111.76
6296	AMAZON CAPITAL SERVICES	QTY 1 APC UPS, 600VA UPS BATTER BACKUP & SURGE PROTECTOR	09/10/2021	64.99
6307	Bound Tree Medical, LLC	EMS SUPPLIES	09/10/2021	1,087.21
6314	City Of Highland	AUGUST CENTRAL PURCHASING	09/10/2021	125.43
6316	Stephen S Clayton	PRO ACLS RE-CERTIFICATION CERTIFICATE - STEVE CLAYTON	09/10/2021	394.00
6320	CONTINENTAL RESEARCH CORPORATION	QTY 1 DZ - O.J.D.	09/10/2021	253.00
6327	DIVERSIFIED DIESEL SERVICES, LLC	INV# 1692 PD 7/30/21, DDS MARKED INV# 1679 PD IN ERROR	09/10/2021	404.32
6333	JOHN FENTERMAN	AMBULANCE REFUND	09/10/2021	26.55
6347	Huels Oil Co	AUGUST DIESEL FUEL	09/10/2021	1,670.99
6353	IRON MOUTAIN	SHREDDING SERVICES (2 BINS)	09/10/2021	131.42
6359	Leon Uniform Company Inc	QTY 1 - MENS TRS NAVY POLY-SERGE HEM TO 38 OS	09/10/2021	47.95
6371	MUNICIPAL EMERGENCY SERVICES, INC.	QTY 1 - STRYKE PANT W/FLEX -TAC TM - COLOR DARK	09/10/2021	60.00
6407	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE / USAGE	09/10/2021	176.23
6415	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	09/10/2021	31.38
6421	Zoll Data Systems Inc	HOSTED BILLING PRO - 3 YR (PER TRANSACTION) 8/24/2021-8/31/2021	09/10/2021	5,829.76

Total for Department: 401 Ambulance Fund 10,414.99

Total for Fund:401 Ambulance Fund 10,414.99

Fund: 713 Solid Waste Fund

Department: 713 Solid Waste Fund

6385	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.	TEMP DUMPSTER SERVICES 7/15/2021-8/11/2021	09/10/2021	9,922.60
6394	SPRINGBROOK HOLDING COMPANY LLC	AUGUST CIVICPAY TRANSACTION FEE	09/10/2021	260.60

Total for Department: 713 Solid Waste Fund 10,183.20

Total for Fund:713 Solid Waste Fund 10,183.20

Grand Total \$ 2,038,648.92

Accepted by City Council September 20,2021

Mayor:

Clerk: