

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
CITY HALL, 1115 BROADWAY  
MONDAY, AUGUST 1, 2022  
7:00 PM**

**NOTE: This is an in person meeting. However, 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**

**INTRODUCTION OF MAYOR for the DAY / PLEDGE OF ALLEGIANCE**

Mayor Hemann will introduce Mayor for the Day, Elizabeth Blaylock who will lead the Pledge of Allegiance to the Flag.

**RETIREMENT RECOGNITION:**

Mayor Hemann will recognize Officer Heather Kunz on her Retirement of 21 Years of Service on the Highland Police Department.

**RECOGNITION:**

Mayor Hemann will recognize Officer David Sirianni on his 8 Years of Service on the Highland Police Department and Offer a Congratulations on his New Career Path with the US Marshal's Service.

**MINUTES:**

**MOTION** – Approve Minutes of July 18, 2022 Regular Session (attached)

**PUBLIC FORUM:**

A. Citizens' Requests and Comments:

1. Relevant Pregnancy Options' 2022 Run for Life 5k Run/2M Walk Special Event Application Approval and Square Use Request – Tricia Blasdel, Representative (attached)
2. Highland Fire Department–9-11 Memorial Run – Special Event Application, Erin Barr, Representative (attached)
3. Highland High School–Homecoming Parade – Special Event Application and Road Closure Request, Amy Boscolo, Assistant Principal (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 #22-127/RESOLUTION Authorizing City to Share Costs Up to Fifty Percent with Landowners Scott Schuette and Joe Caitlin for Construction of a Pond and Discharge Pipe to Reduce Silt and Sediment Load Entering Silver Lake (attached)

Continued

- B. **MOTION** – Bill #22-128/RESOLUTION Approving and Authorizing Application for Metro East Park and Recreation District (MEPRD) Grant to Offset Costs of Proposed New Playground for Hoffman Park (attached)
- C. **MOTION** – Bill #22-129/ORDINANCE Authorizing the Sale of City Owned Surplus Real Estate to Scott Kuhn and Steven Stevenson Pursuant to Contract, Specifically 820 Mulberry Street (Old Police Station) (attached)
- D. **MOTION** – Bill #22-130/ORDINANCE Authorizing Real Property of the City to be Sold Pursuant to 65 ILCS 5/11-76-2, Specifically 1808 Olive Street (PIN # 01-2-24-05-16-403-028) (attached)

**REPORTS:**

- A. **MOTION** – Accepting Expenditures Report #1224 for July 16, 2022 through July 29, 2022 (attached)

**EXECUTIVE SESSION:**

The City Council will conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following exemptions allowing such meeting: **5 ILCS 120/2(c)(21) to discuss approval of executive session minutes.**

**ADJOURNMENT:**

**Continued**



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Vazquez, ADA Coordinator, by 9:00 AM on Monday August 1, 2022.

**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 [o](mailto:) or, by using the citizens' portal on the city's website found here: [https://www.highlandil.gov/citizen\\_request\\_center\\_app/index.php](https://www.highlandil.gov/citizen_request_center_app/index.php).

Any comments received prior to 3:00 PM on the day of the meeting, will be read into the record.



July 20, 2022

Kevin Hemann, Mayor  
And Highland City Council Members  
City of Highland  
PO Box 218  
Highland, IL 62249-0218

RE: Steps 4 Life Annual "5K Life Run/2M Walk for Life" for Relevant Pregnancy Options Center

Dear Mr. Hemann & City Council Members:

Relevant Pregnancy Options Center is excited to hold their annual 5K Life Run/2M Walk for Life again this year. We would like to hold this event on Saturday, September 24, 2022. This is a fundraiser for our Center as well as an avenue to create awareness to who we are and what we do. Individuals raise support for their walk or recruit team members for the run. The Run/Walk helps provide the necessary funds for us to continue to provide free services to our clients.

The plan is to host the event on the Highland Square and take the routes through city streets. It will begin with set-up at 6am, registration at 7am the 5K Run starting at 8am and the 2M Walk for Life at 8:05. The race will then be followed by an awards ceremony and clean up completed by 10am. Our fundraising goal for this event is \$8,000 with approximately 130 to 150 participants and will be manned by volunteers and staff.

We appreciate your support of this event in the past as well as your support of our mission to serve Highland and the surrounding area. I am asking for the City of Highland's help for this event and would be grateful if you would consider the requests on the attached page. We will provide the necessary insurance for your inspection. We will also include the City of Highland as an additionally insured party on our liability policy.

Sincerely,

A handwritten signature in black ink that reads "Tricia Blasdel".

Tricia Blasdel  
Executive Director

Enclosures (2)



## “Walk For Life/5K Life Run”

### Council Request

1. Permission to hold *Steps 4 Life* annual “5K Run/2M Walk” on Saturday September 24, 2022 at the Highland Square in the above time frame.
2. Permission to use the following streets for race routes

<b>WALK</b>	<b>RUN</b>
Laurel St	Laurel St
Left on 13 <sup>th</sup>	Left on 13 <sup>th</sup>
Right on Washington	Right on Washington
Left on Lindenthal	Left on Lindenthal
Left on Lemon	Right on Park Hill
Left on 7 <sup>th</sup>	Right on VFW
Left on Washington	Right on Poplar
Finish on Main	Left on 19 <sup>th</sup>
	Right on Washington
	Finish at Washington and Main
3. Permission to block off starting and finishing line area on Laurel and Main Street during race.
4. Permission to use the City’s electricity, water, sewer, wi-fi, and fire hydrants during the event. To have City, crews connect these services as needed.
5. Availability of public bathrooms located off the square.
6. For the City to provide Police (assistance to cross Broadway and on Poplar) and Fire protection during the event.
7. For the City to provide EMT service during the event

We hope the City will support Relevant Pregnancy Options Center in this event. If any additional information is required please contact Tricia Blasdel, Executive Director at the center at 654.3732 or by cell 618.203.4487.



# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

**PURPOSE:** The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

**SPECIAL EVENT:** A “Special Event” is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

### **PROCEDURE:**

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City’s web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

# CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: 5K Life Run / 2M Walk4Life

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): and Walk

Location of Event: Highland Square

Sponsoring Organization/Individual: Relevant Pregnancy Options Center

Event Responsible Party: Tricia Blasdel, Exec Dir / Marissa Robinson, Board President

Address: 2653 Plaza Drive, Highland IL 62249

Phone(s): 618.654.3732 (W) 618.203.4487 (C)

Email: [tricia@relevantoptions.org](mailto:tricia@relevantoptions.org)

Secondary Contact: Marissa Robinson

Address: 5911 Ludwig Road, Pocahontas IL 62275

Phone(s): 618.670.0572 (C)

Email: [mlbrave@gmail.com](mailto:mlbrave@gmail.com)

Date(s) of Set-up: September 23 – 24, 2022 (the 23rd to mark streets)

Event Date(s) / Times: September 24, 2022 Setup at 6:00 am, Registration at 7:00 AM/ Run begins at 8:00 AM/ Walk begins at 8:05 AM tear down by 10:30 AM

Date(s) of Tear-down: September 24, 2022

Expected Attendance: 130 to 150

Alcohol License Required:  Yes  No

If yes, application received:  Yes  No

Sound Amplification System utilized:  Yes  No

If yes, hours of operation: Approximately 3 hours (7 to 10)

Funding request of the Council:  Yes  No

Amount requested and purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Barricades are set up and taken down by Korte Luitjohan Construction

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

We will need electrical services for the sound system

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

Police assistance to cross Broadway & Poplar and Fire protection during the event. Also requesting EMT service during the event.

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

Wi-Fi Services

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**Other City Services:** Restrooms, City Officials (Specify): **Department:** \_\_\_\_\_

Public Restrooms

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## **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** \_\_\_\_\_
  
- Evacuation Plan** \_\_\_\_\_

- Fire Plan \_\_\_\_\_
- Parking Plan \_\_\_\_\_
- Schedule City Council Meeting for announcement \_\_\_\_\_
- Date:** \_\_\_\_\_
- Application Submittal (60+ days) \_\_\_\_\_

Indemnification and Hold Harmless Agreement

In consideration for the issuance of a Special Event permit, the Sponsor shall agree to indemnify, hold harmless and defend the City of Highland, its officers and employees against any claim for loss, damage or expense sustained by any person on account of injury, death or property damage occurring by reason of or arising out of the Special Event. By issuing a Special Event permit, the City of Highland makes no guarantees and assumes no liability for the safety of participants or spectators at the Special Event.

<i>Jessica Blawie</i>	5.5.2021/
Event Sponsor Responsible Party	Date

City Manager	Date

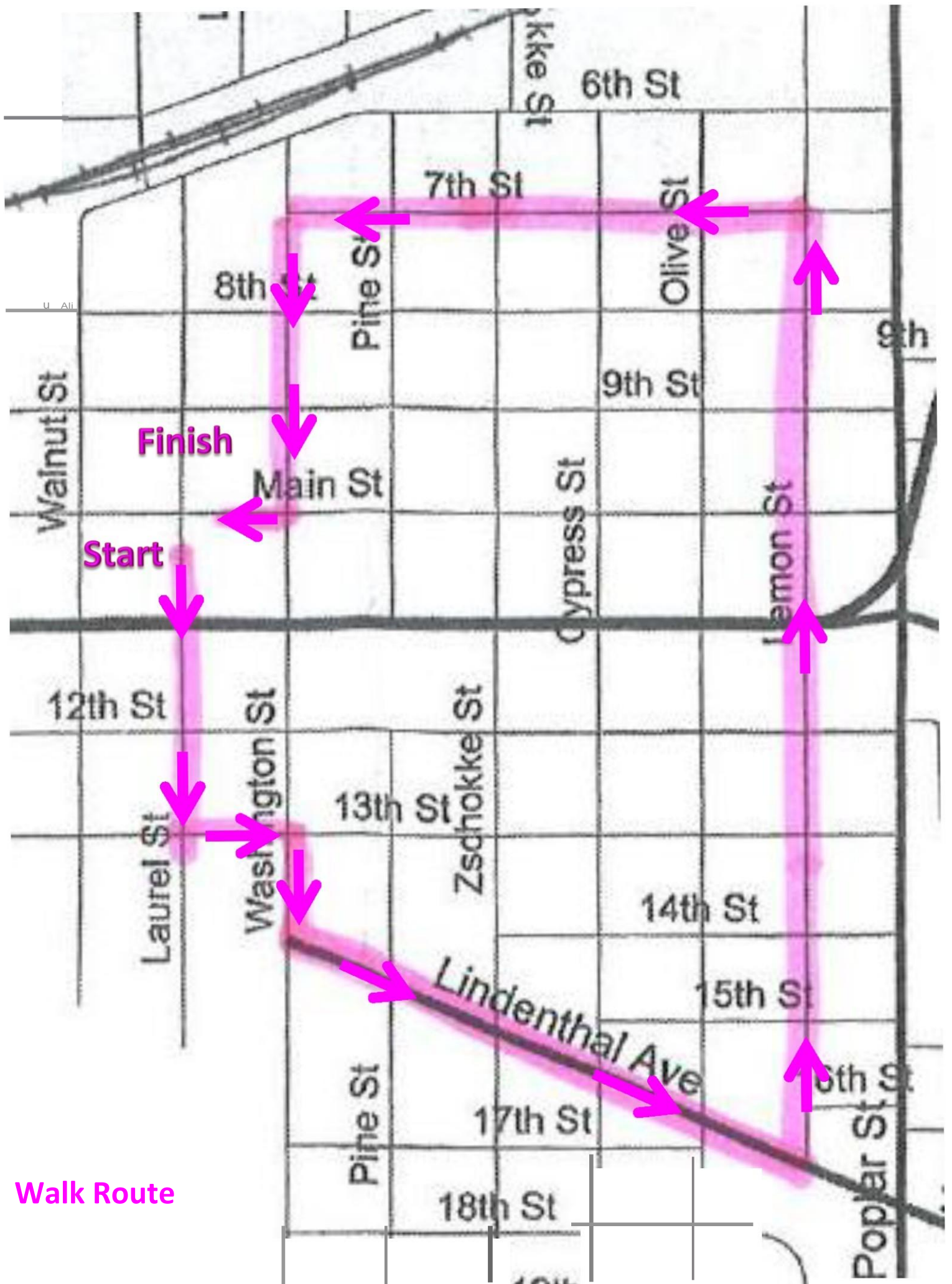
Finish

Start



Run Route





Walk Route



# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

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4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.



# CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: HFD Aux. 9-11 Memorial Run

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): \_\_\_\_\_

Location of Event: Lindendale Pavilion

Sponsoring Organization/Individual: HFD Aux

Event Responsible Party: Erin Barr

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

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

Secondary Contact: Tracey Straub

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

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

Date(s) of Set-up: N/A

Event Date(s) / Times: Sat. Sept. 10, 2022

Date(s) of Tear-down: N/A

Expected Attendance: 120

Alcohol License Required:  Yes  No  
If yes, application received:  Yes  No

Sound Amplification System utilized:  Yes  No  
If yes, hours of operation: \_\_\_\_\_

Funding request of the Council:  Yes  No

Amount requested and purpose: \_\_\_\_\_

**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:** N/A

**Electric Dept:** Electrical Service, Lighting (Specify): **Electric Dept. Director:** N/A

**Public Safety:** Security, First Aid, Traffic Control (Specify): **Public Safety Director:** Traffic Control - Need Police Dept @ intersection of VFW Rd / Poplar and Washington / Linderthal

**HCS Services:** Wi-Fi or other technological needs (Specify): **HCS Director:** N/A

**Other City Services:** Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):  
**Department:** N/A

### 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

Evacuation Plan \_\_\_\_\_

Fire Plan \_\_\_\_\_

Parking Plan \_\_\_\_\_

Schedule City Council Meeting for announcement \_\_\_\_\_

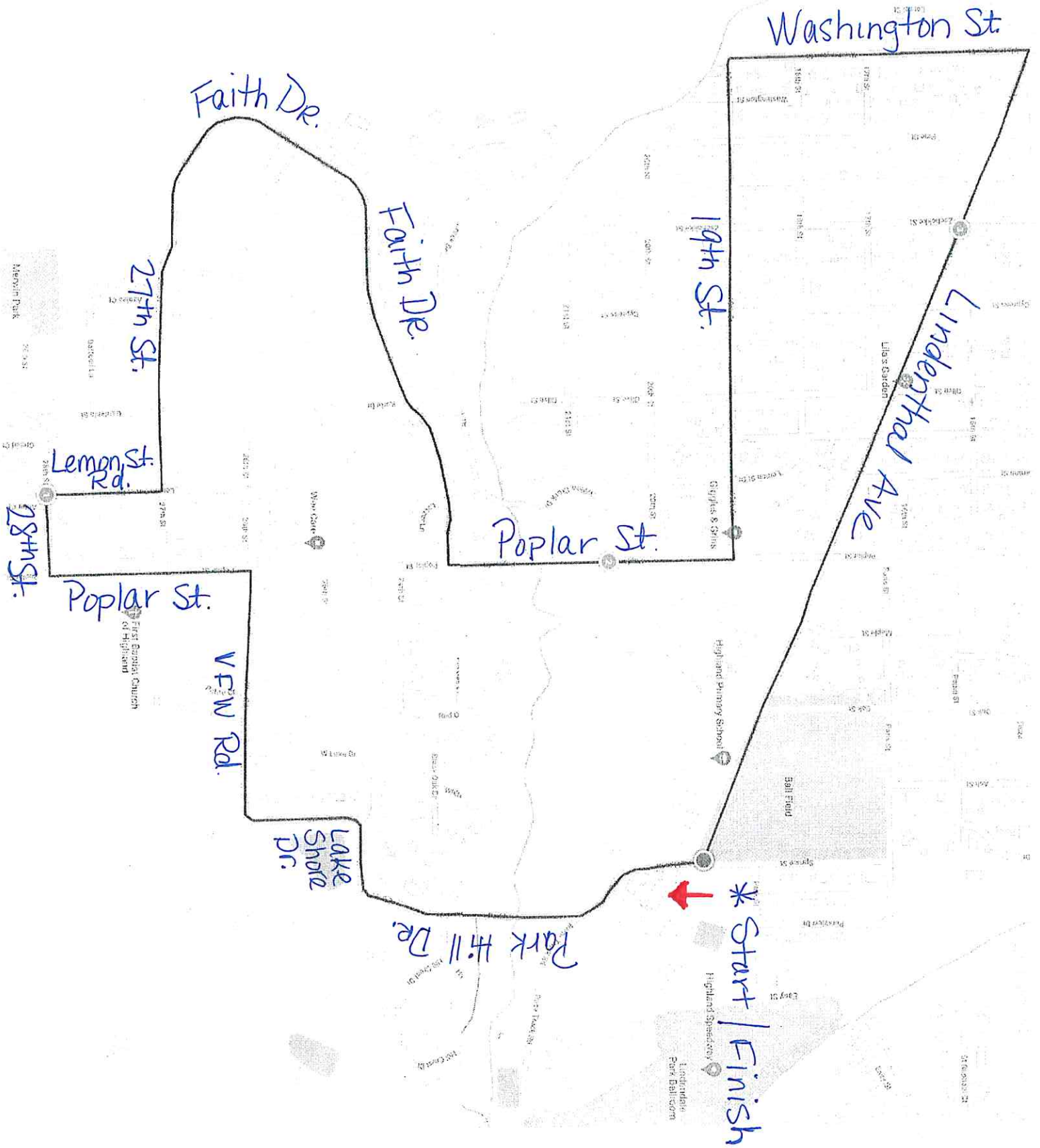
○ **Date:** \_\_\_\_\_

Application Submittal (60+ days) \_\_\_\_\_

  
\_\_\_\_\_  
Event Sponsor Responsible Party

7/25/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager \_\_\_\_\_  
Date







# FIREFLY

FIREFLY AGENCY, LLC  
4694 CEMETERY ROAD, SUITE 404  
HILLIARD, OH 43026  
Phone: (614) 761-2825  
Fax: (617) 495-0151

To: FIREFLY AGENCY, LLC

**\* BINDER \***  
07/26/2022

Attn: Jennifer Diesen  
jdiesen@fireflyagency.com

Commission: 12.5%  
Renewal Of: NEW

From: Jennifer Diesen  
jdiesen@fireflyagency.com

Insured: **HIGHLAND FIRE DEPARTMENT AUXILARY  
DBA: HIGHLAND FIRE DEPARTMENT AUXILLIARY**

Mailing Address: **122 BROADWAY AVE  
HIGHLAND, IL 62249**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

## POLICY INFORMATION

COMMERCIAL LIABILITY POLICY	
Policy Number:	<b>SE 1049897</b>
Policy Period:	09/10/2022 to 09/12/2022
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Commercial Liability	\$197.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$3,000,000
<b>POLICY PREMIUM</b>	<b>\$197.00</b>

## Location of All Covered Special Event(s)

1 - 2025 Park Hill Dr, Highland, IL 62249

## APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

CG0001 12/07	Commercial General Liability Coverage Form	CG0068 05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0200 01/18	Illinois Changes - Cancellation and Nonrenewal	CG2011 04/13	Additional Insured - Managers or Lessors of Premises
CG2107 05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability -	CG2109 06/15	Exclusion - Unmanned Aircraft

Limited Bodily Injury Exception Not Included

CG2136 03/05	Exclusion - New Entities	CG2139 10/93	Contractual Liability Limitation
CG2144 07/98	Limitation Of Coverage To Designated Premises Or Project	CG2147 12/07	Employment-Related Practices Exclusion
IL0017 11/98	Common Policy Conditions	IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement
IL0147 09/11	Illinois Changes - Civil Union	IL0162 09/08	Illinois Changes - Defense Costs
Jacket 07/19	Policy Jacket	L 427 01/20	Exclusion for Fireworks and Other Pyrotechnic Devices
L 535 03/15	Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products	L-206 02/11	Fully Earned Premium Endorsement
L-224IL 12/12	Punitive Or Exemplary Damages Exclusion - Illinois	L-387 03/06	Exclusion - Mechanical Rides
L-423 02/11	Exclusion For Structure Collapse	L-428 04/15	Absolute Firearms Exclusion
L-472 07/08	Exclusion - Injury To Performers Or Entertainers	L-526 01/15	Absolute War Or Terrorism Exclusion
L-536 09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	L-599IL 08/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-607IL 04/15	Exclusion For Climbing, Rebounding And Interactive Games And Devices	L-609IL 02/11	Animal Exclusion
L-610 11/04	Expanded Definition Of Bodily Injury	L-656 02/06	Extension Of Coverage - Committee Members
L-686 10/12	Absolute Exclusion for Liquor and Other Related Liability	L-816 11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820 12/18	Special Events Blanket Additional Insured Endorsement	L-829 05/21	Biometric Information Exclusion
LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	LLQ101 08/06	Expanded Definition Of Employee
LLQ368 08/10	Separation Of Insureds Clarification Endorsement	SPE 300 05/09	Special Events Property Damage Amendment
SPE 312 03/15	Who Is An Insured	TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverage

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**Policy No. SE 1049897**

Effective Date: 09/10/2022  
12:01 STANDARD TIME

**LIMITS OF INSURANCE**

Each Occurrence Limit	<b>\$1,000,000</b>
Personal & Advertising Injury Limit (Any One Person/Organization)	<b>\$1,000,000</b>
Medical Expense Limit (Any One Person)	<b>\$1,000</b>
Damages To Premises Rented To You (Any One Premises)	<b>\$100,000</b>
Products/Completed Operations Aggregate Limit	<b>See L-535</b>
General Aggregate Limit	<b>\$3,000,000</b>

**LIABILITY DEDUCTIBLE**

**\$0**

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	2025 Park Hill Dr, Highland, IL 62249	014

**PREMIUM COMPUTATION**

<i>Evt #</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Advance Premium</i>		
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>
1	Sporting Event / Tournament - Running Events (5K, 8K, & 10K) (applicant is the host of the event)	00413	100 Attendees	N/A	197.000	N/A	\$197
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Additional Insured - Property Owner or Lessors of Premises	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0

**MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$195**

**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$197**

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95) and Form SOE (03/10)**

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**EXTENSION OF DECLARATIONS**

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

**Policy No. SE 1049897**

**SCHEDULE OF EVENTS**

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Sporting Event / Tournament - Running Events (5K, 8K, & 10K) (applicant is the host of the event)	09/10/2022	09/10/2022

**Location(s):**  
2025 Park Hill Dr, Highland, IL 62249

**Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name of Person(s) Or Organization(s) (Additional Insured):**

Effective Date: 09/10/2022

CITY OF HIGHLAND

1115 BROADWAY  
HIGHLAND, IL 62249

#### **Designation of Premises (Part Leased To You):**

2025 PARK HILL DR  
HIGHLAND, IL 62249

#### **Additional Premium: \$**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person (s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## **CITY OF HIGHLAND**

# **SPECIAL EVENT APPLICATION**

**Authorized under City Ordinance Sec. 64-3-1**

**PURPOSE:** The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

**SPECIAL EVENT:** A "Special Event" is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

### **PROCEDURE:**

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City's web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

## 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, September 21 - 4:30pm

Event Date(s) / Times: Wednesday, September 21 - 4:30pm, Parade from 6-7pm

Date(s) of Tear-down: Wednesday, September 21 - 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Page 2 of 4

**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, Lindenthon 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 \_\_\_\_\_

Page 3 of 4

- Evacuation Plan \_\_\_\_\_ • Fire Plan \_\_\_\_\_ • Parking Plan \_\_\_\_\_
- Schedule City Council Meeting for announcement \_\_\_\_\_

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

- Application Submittal (60+ days) \_\_\_\_\_

*B. Bosco*

Event Sponsor Responsible Party

*7-25-22*

Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2021

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).

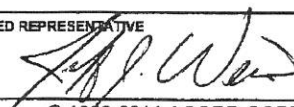
<b>PRODUCER</b> Cameron-Weis Insurance Agency, LLC DBA Affiliated Insurance Agency 32 Zbinden Lane Highland, IL. 62249	<b>CONTACT NAME:</b> Lisa J. Hunsche <b>PHONE (A/C. No. Ext.):</b> 618-654-4416 <b>E-MAIL ADDRESS:</b> lisah@affiliatedinsag.com	<b>FAX (A/C. No.):</b> 618-654-4417
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Highland Community School District No. 5 400 Broadway Highland, IL 62249	<b>INSURER A:</b> Market Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		8502WS1038576-2	07/01/2020	07/01/2021	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 - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		N / A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 IGI Gymnastics at 145 Plaza Dr. Westmont, IL is named as additional insured for the event being attended by the Highland Community Unit School District #5 Cheer Squad.

<b>CERTIFICATE HOLDER</b>  IGI Gymnastics 145 Plaza Dr. Westmont IL 60559	<b>CANCELLATION</b>  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 
---	--

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING CITY TO SHARE COSTS UP TO FIFTY PERCENT WITH LANDOWNERS SCOTT SCHUETTE AND JOE CAITLIN FOR CONSTRUCTION OF A POND AND DISCHARGE PIPE TO REDUCE SILT AND SEDIMENT LOAD ENTERING SILVER LAKE**

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 the Silver Lake Watershed is of utmost importance to City due to its vast resources as well as the drinking water supply it provides to City residents; and

WHEREAS, City has determined the silt and sediment load entering City’s Silver Lake is a threat to the health, safety, general welfare and economic welfare of City residents; and

WHEREAS, City has determined the silt and sediment load entering City’s Silver Lake is reducing the capacity of City’s Silver Lake and threatening the City drinking water supply; and

WHEREAS, City has been consulting with the Silver Lake Commission to identify areas within the Silver Lake Watershed where silt and sediment may be entering City’s Silver Lake; and

WHEREAS, City has completed over thirty-five (35) projects with Silver Lake Watershed landowners that have helped improve the reduction of sediment from entering Silver Lake; and

WHEREAS, City has determined it necessary to partner with landowners to make changes to the waterways, ponds, and stream banks in the Silver Lake Watershed to reduce the erosion, silt and sediment load entering City’s Silver Lake; and

WHEREAS, City has determined it necessary to partner with Scott Schuette to construct a pond outlet pipe; and

WHEREAS, City has determined the cost of the Schuette Pond Outlet Pipe will be allocated as follows:

1. Total Estimated Project Cost: \$6,649.75.
2. Estimated 50% reimbursement from City - \$3,324.88

(See **Exhibit A**; hereinafter “Schuette Pipe Project”); and

WHEREAS, City has determined it necessary to partner with Joe Caitlin to construct a pond outlet pipe; and

WHEREAS, City has determined the cost of the Caitlin Pond Outlet Pipe will be allocated as follows:

1. Total Estimated Project Cost: \$10,848.25.
2. Estimated 50% reimbursement from City - \$5,424.13

(See **Exhibit B**; hereinafter “Caitlin Pipe Project”); and

WHEREAS, City has determined the terms and costs associated with the Schuette Pipe Project and the Caitlin Pipe Project should be approved; and

WHEREAS, City has determined the City Manager and/or Mayor should be authorized and directed to execute any and all documents necessary to approve the Schuette Pipe Project and the Caitlin Pipe Project (*See Exhibit A, B*).

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HIGHLAND:**

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

*Section 2.* The terms and costs associated with the Schuette Pipe Project and the Caitlin Pipe Project (**Exhibits A, B**) are approved.



*Section 3.* The City Manager and/or Mayor is authorized and directed to execute any and all documents necessary to approve the Schuette Pipe Project and the Caitlin Pipe Project.

*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 and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the \_\_\_ day of \_\_\_\_\_, 2022, the vote being taken by ayes and noes and entered upon the legislative record 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

## Schuette Pond Outlet Pipe

By MEA, 07/14/2022

Item No	Work Item	Amount	Unit	Unit Price	Cost
1	Outlet Pipe 6 in dia HDPE n-12 pipe	222	ft	\$5.00	\$1,110.00
2	Riser 12" dia. HDPE N-12 tee	1	ea	\$250.00	\$250.00
3	12 bar guard intake	1	ea	\$100.00	\$100.00
4	Machine - backhoe	8	hrs	\$200.00	\$1,600.00
5	Labor	8	hrs	\$50.00	\$400.00
6	seeding & netting	1	LS	\$500.00	\$500.00
				Total	\$3,960.00
				contngency	\$0.10 \$396.00
				Grand Total	\$4,356.00

7	Engineering, GPS survey, P & S.	16	hrs	\$110.00	\$1,760.00
8	mileage	2	trips	\$31.25	\$62.50
9	Inspection	4	hrs	\$110.00	\$440.00
10	mileage	1	trips	\$31.25	\$31.25
				Total Engineering	\$2,293.75

Note Mileage 50 mi per trip = \$31.25

Grand Total \$6,649.75

Scope of work - conduct GPS survey of pond, CAD work 50.0% \$3,324.88  
 Prepare set of plans for pipe installation with specifications  
 Conduct site inspections

## Joe Catlin Pond Outlet Pipe

By MEA, 07/12/2022

Item No	Work Item	Amount	Unit	Unit Price	Cost
1	Outlet Pipe TBD	212	ft	\$10.00	\$2,120.00
2	Machine - backhoe	16	hrs	\$200.00	\$3,200.00
3	Riser install optional	1	LS	\$600.00	\$600.00
4	bar guard	1	ea	\$200.00	\$200.00
5	A3 riprap	1	LS	\$300.00	\$300.00
6	seeding & netting	1	LS	\$500.00	\$500.00
Total					\$6,920.00
				contngency	\$0.10
				Grand Total	\$7,612.00

7	Engineering, GPS survey, P & S.	20	hrs	\$110.00	\$2,200.00
8	mileage	3	trips	\$31.25	\$93.75
9	Inspection	8	hrs	\$110.00	\$880.00
10	mileage	2	trips	\$31.25	\$62.50
Total Engineering					\$3,236.25

Note Mileage 50 mi per trip = \$31.25

Grand Total \$10,848.25

Scope of work - conduct GPS survey of pond, CAD work  
 Prepare set of plans for pipe installation with specifications  
 Conduct site inspections



# HIGHLAND

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

To: City Manager, Chris Conrad  
From: Mark Rosen, Director of Parks & Recreation  
Date: August 2, 2022  
Subject: Silver Lake Watershed Improvement – Silver Crest Subdivision

### Recommendation

I am requesting City Council approval to reach an agreement with Joe Catlin and Scott Schuette, representing the Silver Crest subdivision. Additionally, I am recommending that a reimbursement of 50% be offered due to the severity of the issue as described below.

### Discussion

Developed in circa 1990, this subdivision installed a couple ponds to aid in controlling erosion and to enhance aesthetics. Although the water bodies were built to IDNR standards, the larger of the two water bodies did not have an overflow structure installed.

As a result, water cascades across the lane on top of the dam, down the backside rather than having a single discharge directed to a properly constructed rock chute.

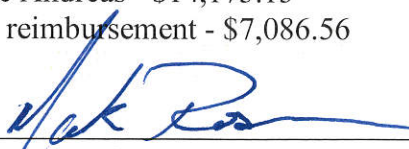
Additionally, there is a separate erosion problem at the headwaters of the smaller pond.

Therefore, in order to prevent the potential failure of the structure, projects such as this are vital to the lake's longevity.

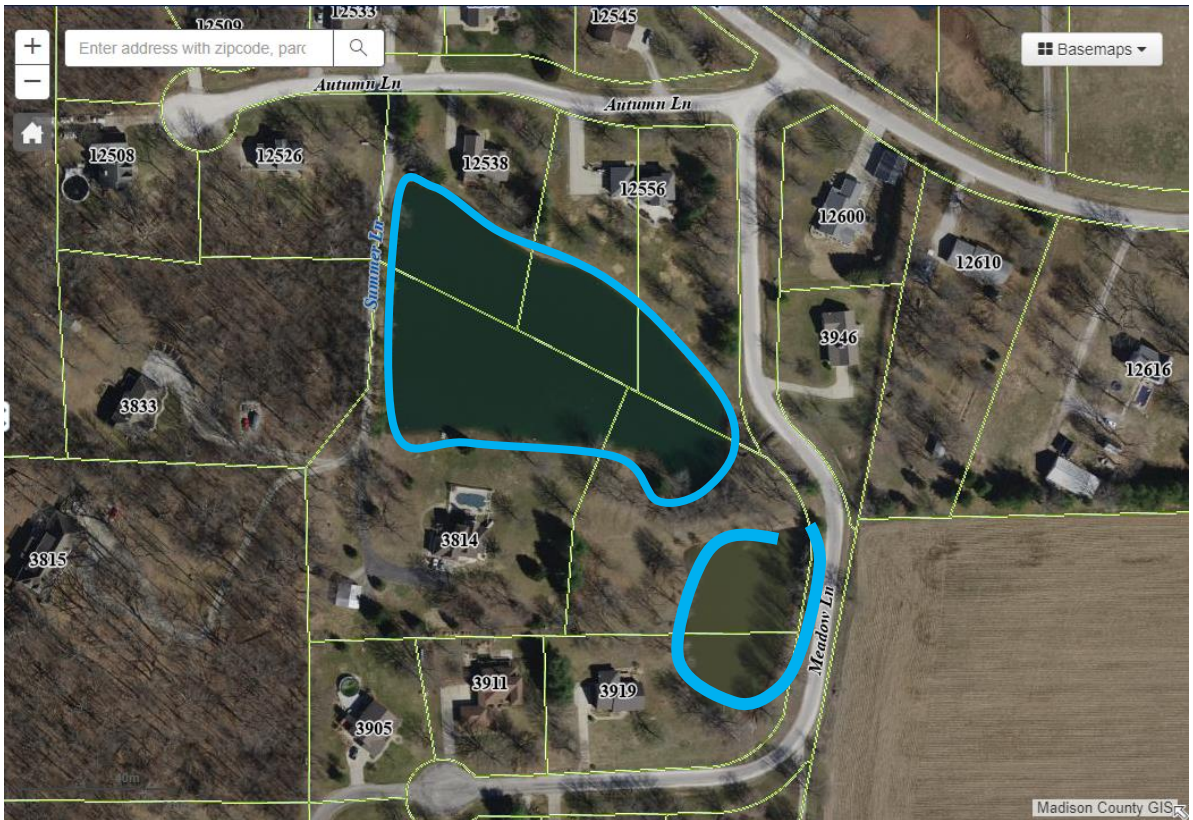
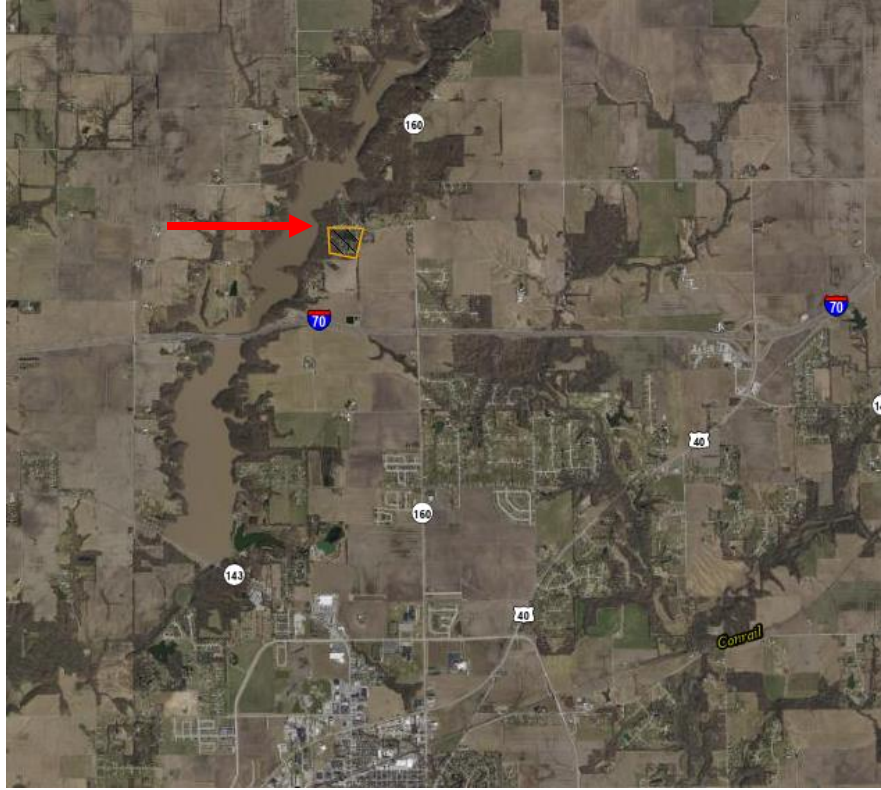
### Fiscal Impact

Use the Water Treatment Plant; Capital funds that was established for such projects.

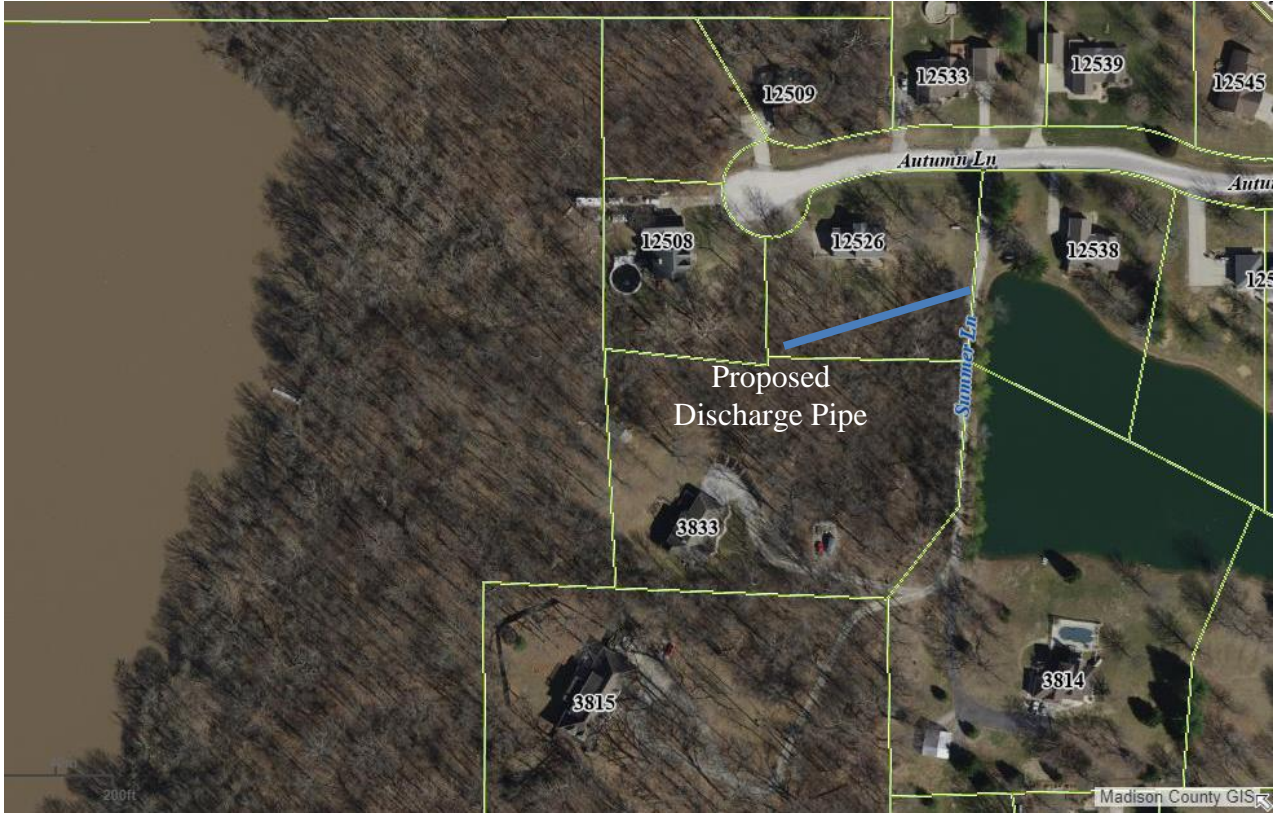
- Estimate from Mike Andreas - \$14,173.13
- Not to exceed 30% reimbursement - \$7,086.56

  
\_\_\_\_\_  
Recommended By: Mark Rosen, Director of Parks & Recreation

  
\_\_\_\_\_  
Approved By: Chris Conrad, City Manager







**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO  
APPLY FOR METRO EAST PARK AND RECREATION DISTRICT GRANT FOR  
HOFFMAN PARK**

**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**, the City of Highland, Illinois, proposes to apply for a grant from the Metro East Park and Recreation District (“MEPRD”) for improvements to Hoffman Park (“Hoffman Park Project”) (*See Exhibit A*); and

**WHEREAS**, the funding for the Hoffman Park Project will exceed the actual amount granted from MRPRD funds in which the City of Highland, Illinois, agrees to fund the completion of the project from other sources; and

**WHEREAS**, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to apply for a grant from MEPRD for the Hoffman Park Project; and

**WHEREAS**, City has determined the City Manager and/or Mayor shall be authorized and directed to execute any documents necessary to apply for a grant from MEPRD for the Hoffman Park Project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Highland, Illinois, authorizes the filing of the above-listed application to MEPRD in adherence to all applicable rules and regulations of the MEPRD FY23 Park and Trail Grant Program;

**BE IT FURTHER RESOLVED** that the City Council of the City of Highland, Illinois, hereby directs and designates the Mayor and/or City Manager to act as the authorized representative in connection with the filing of the aforementioned applications and all concurrent meetings and hearings associated with the project approval process.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the \_\_\_ day of \_\_\_\_\_, 2022, the vote being taken by ayes and noes and entered upon the legislative record 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





## Metro East Park and Recreation District

Proudly Serving Madison and St. Clair Counties in Illinois

### FY23 Park and Trail Grant Program

— Information and Application —

Project Sponsor Name: \_\_\_\_\_  
*(List only one entity)*

Project Name: \_\_\_\_\_

Project Sponsor is a  Standard Applicant or  Rural or Economically Distressed Applicant

Grant request qualifies for  Grant Round #1 or  Grant Round #2

Grant request is  Non-Contingent or  Contingent

Applications will be accepted on an ongoing basis between July 13, 2022 and May 31, 2023, or until 100% of the FY23 Grant Program funds are pledged, whichever date is sooner. 100% of program funds will be initially restricted to applicants and projects qualifying for Grant Round #1, until 3:00 PM on August 31, 2023. After which, the remaining funds will be made unrestricted and can be applied for by any eligible applicant under Grant Round #2.

**Submit two (2) originals and one (1) electronic copy of this application to:**

Metro East Park and Recreation District  
Attention: Grant Coordinator  
104 United Drive  
Collinsville, IL 62234

#### FOR OFFICE USE ONLY

Date and Time Received: \_\_\_\_\_

Submittal includes 2 Originals and 1 High-Resolution Electronic Copy:  Yes  No

## TABLE OF CONTENTS

Important Changes to the FY 2023 Park and Trail Grant Program.....	3
Information and Guidelines.....	4
Organizational Information.....	4
MEPRD Mission Statement.....	4
MEPRD Total Program Funding.....	4
Grant Guidelines.....	4
Grant Process.....	4
Project Evaluation and Award Process.....	5
Grant Rounds.....	5
Grant Round Eligibility.....	5
MEPRD Park and Recreation Project Funding Per Capita by Project Location.....	7
Funding and Eligibility Requirements.....	8
MEPRD Total Program Funding.....	8
Minimum and Maximum Grant Awards.....	8
Eligible Applicant.....	8
Applicant Types.....	8
Request Types.....	8
Reallocation of Program Funds.....	8
Required Local Match.....	9
Notice to Proceed.....	9
Project Scope and Budget.....	9
Project Revenue Breakdown.....	9
Funding Scenarios and Examples.....	10
Sponsor Requirements.....	11
Project Agreement.....	11
Reimbursement Grant.....	11
Reports and Inspections.....	11
Publicity.....	11
Financial Records.....	11
Termination.....	11
Project Requirements.....	12
Site Location.....	12
Public Access.....	12
Phased Projects.....	12
American with Disabilities Act and AASHTO Compliance.....	12
Permits.....	12
Signage.....	12
Eligible Projects.....	13
Ineligible Projects.....	14
Definitions.....	15
Application Checklist.....	17
Application Form.....	18
Certification Statement.....	22

## Important Changes to the FY 2023 Park and Trail Grant Program

In furtherance of the Metro East Park and Recreation District's mission and for the continued improvement of this program, a few modifications were made to the Park and Trail Grant Program's guidelines and requirements for FY 2023. The following are the most important changes you need to be aware of:

- **MEPRD Total Program Funding:** For FY 2023, MEPRD has increased the total grant program budget to \$3M, an increase of \$1M compared to the FY 2022 grant program. With the additional funding allocated to this year's program, MEPRD will be able to support a greater number of park and trail projects across the two-county area.
- **Required Local Match:** The local match requirement was updated, allowing applicants to use grants, funds, and/or monetary donations from *501(c)3 organizations* to satisfy their minimum local match with MEPRD. Similar to past programs, the value of force account labor, a monetary contribution from the project sponsor, and non-public funds or grants from others can also be used to satisfy MEPRD's required local match.
- **Contingent Request/Award (defined):** For the FY 2023 program, contingent grant requests are only permitted if the named grant is an active (not presumed) federal or state grant that is available to others, competitive in nature, and awarded in one (1) year of MEPRD's contingent award notification. For example, an applicant with a pending award notification for an IDNR OSLAD grant, IDNR Bike Path grant, or RAISE grant for a qualifying project would qualify for MEPRD's contingent grant request.
- **Project Sponsor (defined):** Under the definition of 'Project Sponsor' on Page 16, additional language was added to clarify that a Project Sponsor's maintenance obligations, as set forth in the grant application, may be satisfied using paid contracted services; however, the Project Sponsor's ownership and control obligations may not be transferred or assigned to others. If ownership or control of the project site is transferred to others, the Project Sponsor will be subject to the conversion details contained in the Public Access section on Page 12.

[CONTINUE TO NEXT PAGE]

## Information and Guidelines

**Organizational Information:** Metro East Park and Recreation District (MEPRD) was formed by voters in November 2000 and is responsible for the development of parks, trails, and recreational facilities in Madison and St. Clair Counties in Illinois. The District often supplements the efforts of local governments, special districts, and other jurisdictions already engaged in these efforts.

**MEPRD Mission Statement:** MEPRD shall have as its primary duty the development of a public system of parks and interconnecting trails throughout Madison and St. Clair Counties in Illinois.

**MEPRD Total Program Funding:** MEPRD has committed \$3,000,000 for the FY23 Grant Program.

### Grant Guidelines:

- Projects must be physically located within Madison and/or St. Clair Counties in Illinois.
- Project Sponsors are limited to one (1) FY23 Park and Trail Grant award.
- Development and acquisition projects must begin making progress within one (1) year from the date the Project Sponsor receives the notice to proceed from MEPRD and must be completed within three (3) years of that date. Extensions must be requested within 30 days of expiration and are at MEPRD's discretion.
- Project Sponsor must sign a Project Agreement with MEPRD upon notice of grant award. Costs incurred by grantees prior to the receipt of a fully executed Project Agreement and notice to proceed will not be reimbursed by MEPRD. Unauthorized scope changes will not be reimbursed.
- MEPRD grant funds are paid out only after the project is 100% complete (i.e., final payment has been made), the Project Sponsor has submitted a reimbursement request packet, and MEPRD verifies project completion.

**Grant Process:** Applications for the MEPRD FY23 Park and Trail Grant Program will be accepted, per the guidelines contained in this application, on an ongoing basis between 7:30 a.m. on July 13, 2022, and 3:00 p.m. on May 31, 2023, or until 100% of the FY23 Program Funds are pledged, whichever is sooner. Check MEPRD's website for the current availability of program funds at [www.meprd.org/funding.html](http://www.meprd.org/funding.html). Applications submitted for a specific grant round will only be considered for FY23 funding if received by MEPRD within the grant round for which it qualifies. Applications received after 3:00 p.m. on May 31, 2023, will not be considered for FY23 funding and will not be retained for the following fiscal year.

Grant Applicants must submit:

- Two (2) original signed applications (use binder clips, not binding or staples).
- One (1) electronic copy. The electronic copy should be **HIGH-RESOLUTION** and in PDF format, submitted via email, CD, or flash drive. Any attachments should also be high-resolution. CDs and flash drives will not be returned to applicants.

Complete applications, as determined by MEPRD, must be received at least one week prior to the desired board meeting for presentation. Deliver to MEPRD by UPS, USPS, FedEx, or hand delivery; faxed copies will not be accepted. MEPRD will review each application and provide notification within 45 days of board meeting via USPS of MEPRD's decision to approve or deny requested funding.

Feel free to contact the MEPRD Grant Coordinator at (618) 346-4905 to discuss proposed projects prior to submitting an application or to request a preliminary review of your application.

## Project Evaluation and Award Process

**Grant Rounds:** The MEPRD FY23 Park and Trail Grant Program will operate within two consecutive grant rounds, titled accordingly – Grant Round #1 and Grant Round #2. 100% of grant program funding will be reserved for applicants who qualify for the initial grant round, after which, any remaining and unpledged FY23 grant program funding can be applied for by any eligible applicant for any eligible project type. All complete and eligible applications will be evaluated and awarded in the order received by MEPRD.

Grant Round #1: MEPRD will begin accepting completed applications for projects that qualify for Grant Round #1 at 7:30 a.m. on July 13, 2022, and will continue to accept qualifying applications on an ongoing basis through 3:00 p.m. on August 31, 2022, or until 100% of FY23 program funds are pledged, whichever comes first.

Grant Round #2: If any unpledged FY23 program funds remain available at the close of Grant Round #1, the residual amount will be reallocated to and made available in Grant Round #2. MEPRD will begin accepting completed applications under Grant Round #2 at 7:30 a.m. on September 1, 2022, and will continue to accept applications on an ongoing basis through 3:00 p.m. on May 31, 2023; or until 100% of FY23 program funds are pledged, whichever comes first. If 100% of FY23 program funds are pledged prior to the start of Grant Round #2, Grant Round #2 will not be offered; no additional FY23 grant applications will be accepted.

**Grant Round Eligibility:** Eligibility requirements for both Grant Rounds #1 and #2 are described in detail below, as well as on page 6 of the application.

Grant Round #1: To qualify for Grant Round #1, an applicant's primary project scope must meet at least one of the conditions described below.

- A. The primary project scope must be the acquisition and/or development of a regional trail segment, as defined on page 16, or a dedicated trailhead along a regional trail segment within MEPRD's jurisdiction, regardless of project location or project applicant. In order to be eligible under this section, the value of the primary project scope components must be greater than or equal to 75% of the total project cost.
- B. Any eligible project type as defined within the application where the project location is shown to have a cumulative park funding per capita less than \$26.47. (See page 7)
- C. Any eligible project type located entirely in an unincorporated and rural area within MEPRD's jurisdiction.

Grant Round #2: Any residual funds made available under Grant Round #2 can be applied for by any eligible applicant with an eligible project type, regardless of project location.

**The following page contains more detailed information on Grant Rounds 1 and 2.**

**If you have any questions or require assistance in determining which grant round a proposed project might be qualified for, please consult MEPRD staff at (618) 346-4905 or at [info@meprd.org](mailto:info@meprd.org).**

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## Grant Round #1 Eligibility Requirements

Applications for Grant Round #1 will be accepted and processed on a first come, first served basis beginning July 13, 2022, at 7:30 a.m. and ending August 31, 2022, at 3:00 p.m., or until 100% of program funds are pledged and depleted, whichever comes first. **To qualify for Grant Round #1, the proposed project must meet at least one of the following criteria:**

### Regional Trail Segment

Projects in which the primary scope is the acquisition and/or development of a regional trail segment or a dedicated trailhead along a regional trail segment within MEPRD's jurisdiction, regardless of project location or project applicant. To qualify under this section, the value of the of the primary project scope components must be greater than or equal to 75% of the total eligible project cost.

#### What qualifies as a "Regional Trail Segment?"

Non-motorized shared-use path trail segments that are identified within either MEPRD's Long Range Development Plan or a plan adopted by a public entity within MEPRD's jurisdiction; or any shared-use path trail segment with an existing or planned connection to the regional trail system. New regional trail segments must be hard surfaced, no less than 10' in width, and meet AASHTO standards.

#### What qualifies as a "Dedicated Regional Trail Facility?"

The development of a new standalone restroom facility and/or parking facility (to include other eligible supporting amenities typical for a trailhead facility—e.g., fix station, drinking fountain, bike racks) that will be located adjacent and connected to an existing Regional Trail Segment, or a Regional Trail Segment that has broken ground, or one that will be built in unison with the Dedicated Regional Trail Facility. The primary use of the Dedicated Regional Trail Facility (and any related amenities) must be purposefully and exclusively designed to enhance the overall experience of Regional Trail Segment users. Parking and restroom facilities built within parks, transit facilities, etc. even if adjacent and connected to a Regional Trail Segment, are not defined as Dedicated Regional Trail Facilities.

### Qualifying Locations for Park and Recreation Projects

Any eligible park and recreation project, as defined in the application, where the project location is shown to have a cumulative park funding per capita less than \$26.47; or any eligible park and recreation project located entirely in an unincorporated and rural area within MEPRD's jurisdiction, regardless of project location or project applicant. For a complete list of qualifying park project locations, see page 7.

## Grant Round #2 Eligibility Requirements

If any funding remains unpledged at the close of Grant Round #1, MEPRD will begin accepting and processing applications for Grant Round #2 starting September 1, 2022, at 7:30 a.m. and ending May 31, 2023, at 3:00 p.m., or until 100% of program funds are pledged and depleted, whichever comes first. If 100% of program funds are pledged in the initial grant round, then Grant Round #2 will not be offered. Refer to the program webpage for the latest funding totals and grant program announcements.

### Open to All Eligible Applicants and Project Types

Any eligible applicant with an eligible project type, as defined in the application. Grant Round #2 is dependent on the availability of unpledged FY23 program funds after Round #1.



**MEPRD Park and Recreation Project Funding Per Capita by Project Location**

**PARK & RECREATION PROJECT LOCATIONS  
ELIGIBLE FOR GRANT ROUNDS #1 AND #2**

<i>Project Location</i>	<i>\$ Per Capita</i>
<i>Alhambra</i>	\$0.00
<i>Caseyville</i>	\$0.00
<i>East Carondelet</i>	\$0.00
<i>Fayetteville</i>	\$0.00
<i>Grantfork</i>	\$0.00
<i>Hartford</i>	\$0.00
<i>Highland</i>	\$0.00
<i>Lenzburg</i>	\$0.00
<i>Livingston</i>	\$0.00
<i>Marissa</i>	\$0.00
<i>New Athens</i>	\$0.00
<i>New Baden</i>	\$0.00
<i>Pierron</i>	\$0.00
<i>Pontoon Beach</i>	\$0.00
<i>South Roxana</i>	\$0.00
<i>St. Libory</i>	\$0.00
<i>Summerfield</i>	\$0.00
<i>Washington Park</i>	\$0.00
<i>Williamson</i>	\$0.00
<i>Smithton</i>	\$2.01
<i>New Douglas</i>	\$4.57
<i>Granite City</i>	\$5.17
<i>Bethalto</i>	\$6.49
<i>Swansea</i>	\$7.54
<i>East Alton</i>	\$7.95
<i>Belleville</i>	\$8.72
<i>Lebanon</i>	\$9.04
<i>Cahokia Heights</i>	\$12.34
<i>Collinsville</i>	\$16.59
<i>Maryville</i>	\$20.05
<i>Wood River</i>	\$20.83
<i>Millstadt</i>	\$21.83
<i>East St. Louis</i>	\$24.29
<i>Mascoutah</i>	\$24.64
<i>Godfrey</i>	\$26.02

**PARK & RECREATION PROJECT LOCATIONS  
ELIGIBLE FOR GRANT ROUND #2 ONLY**

<i>Project Location</i>	<i>\$ Per Capita</i>
<i>Alton</i>	\$27.26
<i>Troy</i>	\$27.75
<i>Glen Carbon</i>	\$29.62
<i>O'Fallon</i>	\$34.12
<i>Fairmont City</i>	\$36.72
<i>Hamel</i>	\$43.06
<i>Fairview Heights</i>	\$46.17
<i>Edwardsville</i>	\$47.32
<i>St. Jacob</i>	\$53.37
<i>Dupo</i>	\$65.62
<i>Freeburg</i>	\$78.25
<i>Venice</i>	\$90.43
<i>Worden</i>	\$91.24
<i>Madison</i>	\$94.61
<i>Brooklyn</i>	\$102.76
<i>Marine</i>	\$109.65
<i>Shiloh</i>	\$112.12
<i>Roxana</i>	\$222.03
<i>Sauget</i>	\$706.88

**Notes:** The funding per capita figures presented on this page were calculated using population statistics retrieved from the U.S. Census Bureau (2020 Decennial Census) divided by the combined value of all MEPRD dollars awarded to date towards all park projects within a defined location, regardless of project sponsor. MEPRD funding towards regional trails, event sponsorships, and community plans was deliberately not factored in the calculation.

The average MEPRD park funding per capita is \$26.47. This average was used to determine Round 1 and Round 2 eligibility as illustrated in the above tables.

## Funding and Eligibility Requirements

**MEPRD Total Program Funding:** MEPRD has committed \$3,000,000 for the FY23 Grant Program.

**Minimum and Maximum Grant Awards:** There is no minimum grant request or award. MEPRD FY23 Park and Trail Grants shall not exceed 40% of the total project cost, up to \$300,000.00 maximum for regional trail segment projects and up to \$100,000.00 for all other eligible project types. No applicant shall apply for or receive more than one (1) MEPRD Park and Trail Grant Award per fiscal year.

**Eligible Applicant:** Any government agency having statutory authority to acquire and develop lands for public parks, public trails, and/or public recreation purposes may apply for MEPRD grant funding. Such agencies include municipalities, townships, counties, transportation districts, and park districts. In addition, universities and 501(c)3 organizations are eligible to apply if their project acquires or develops lands for public parks, public trails, or for other eligible project types listed on page 13. Schools and school districts are not eligible applicants.

**Applicant Types:** There are three types of applicants - Standard, Economically Distressed, and Rural. Standard applicants are those eligible applicants that do not meet the qualifications for economically distressed and rural communities, as described in the definitions section at the end of this packet.

Visit [www.meprd.org/funding.html](http://www.meprd.org/funding.html) to view MEPRD's official listing of poverty levels by City and Village, in addition to a map depicting urban and rural areas. Eligibility under this section will be verified by MEPRD.

**Request Types:** Applications submitted to MEPRD are either 100% contingent or 100% non-contingent, as described in the definitions section at the end of this packet.

For contingent grant requests, there are two outcomes following notification of the approved named grant:

- 1) If the applicant is awarded the named grant in whole, the project must begin within one (1) year and be completed as submitted to and approved by MEPRD within three (3) years of MEPRD's grant award date.
- 2) If the applicant is not awarded or is only partially awarded the named grant, the applicant can either cancel MEPRD's contingent award without penalty OR begin the project within one (1) year as submitted to and approved by MEPRD and complete it within three (3) years of MEPRD's award.

In both scenarios, the applicant must inform MEPRD within ninety (90) days from notification of the named grant award results; once MEPRD is informed, the project agreement will be fully executed and a notice to proceed given by MEPRD. Failure to notify MEPRD within 90 days may result in MEPRD's contingent award being rescinded with penalty, as described in the termination section of this application.

**Reallocation of Program Funds:** If MEPRD receives notice from a project sponsor that the project for which an MEPRD grant was awarded has been withdrawn, said award was approved under the current program, and MEPRD is notified on or before 01/31/2023:

- The value of the rescinded award will be reallocated to the pool of available program funds for the current grant round, without delay, based on the date of the reallocation, i.e., Grant Round #1 or #2. MEPRD will notify the public via social media, e-newsletter, and on MEPRD's website.
- The reallocated funds may be applied for any applicant or project that qualifies under the current grant round.
- Rescinded contingent grant applicants may reapply for the reallocated funds no sooner than thirty (30) days after the public reallocation of funds.

- Applications will be accepted and processed on a first-come, first-served basis and shall be processed in accordance with current grant round guidelines and requirements. MEPRD will not accept or hold applications in anticipation of rescinded grants or reallocated funds.

If MEPRD receives notice from a project sponsor that the project for which an MEPRD grant was awarded has been withdrawn and said award was approved under the current program, but notification is received after January 31, 2023, the value of the rescinded award will not be reallocated to the pool of available program funds.

**Required Local Match:** The MEPRD Park and Trail Grant program is designed to supplement, not replace or reduce, levels of funding set in a community’s budget for park and recreation operations. Standard Applicants must contribute an amount equal to or greater than 50% of MEPRD’s grant award, and Rural/Economically Distressed Applicants must contribute an amount equal to or greater than 25% of MEPRD’s grant award. Force account labor, non-public grants, non-public funds, non-public monetary donations from others, and grants and funds from any 501(c)3 nonprofit organization may be used to satisfy these matching requirements but must be properly documented.

**Notice to Proceed:** MEPRD will send written notice to proceed along with the fully executed Project Agreement. Costs incurred prior to the date of the written notice to proceed shall be ineligible for reimbursement by MEPRD. For Acquisition projects, costs are considered incurred when 1) purchase agreement is entered into; 2) property deed is accepted by the Project Sponsor; or 3) first payment is made on the project property or to an escrow account/agent for the property. For Development projects, costs are considered incurred on the date construction contracts are signed, actual physical work begins on the project site, or project materials are purchased/delivered.

The project period is defined as the date of notice to proceed to project closeout. Projects shall begin making significant progress within one (1) year of MEPRD’s notice to proceed and must be completed within three (3) years of that date; valid progress will be considered at the discretion of MEPRD. MEPRD reserves the right to withdraw funding for projects that do not begin within one (1) year. With the exception of contingent projects, projects not completed, in whole or in part and regardless of reason, are ineligible for funding in future grant cycles.

**Project Scope and Budget:** Applicants should make every effort to obtain an accurate project scope and budget for their application. Project scope changes are highly discouraged and must be approved by MEPRD in writing. Additionally, unauthorized scope changes shall be ineligible for reimbursement by MEPRD. Copies of applicable land appraisal, bids, quotes, cut sheets, or vendor sheets must be provided.

**Project Revenue Breakdown:**

No More Than 40% of the total project cost should be made up of the requested MEPRD FY23 Park and Trail Grant award (\$100,000 maximum; or \$300,000 maximum for regional trail segment projects).

No Less Than 60% of the total project cost should be made up of any combination of the following items, as long as MEPRD’s local match requirements are met:

- Monetary Contribution from Project Sponsor
- Federal, State, County, or other Public Grants/Funds
- Non-Public or 501(c)3 Grants/Funds/Donations

The following items are ineligible for calculating project costs:

- The value of donated or owned land
- The value of donated labor other than force account labor (see page 15 for definition)
- The value of donated services, equipment, and goods
- The value of funding incentives offered by manufacturers, vendors, etc. for single-sourced products

**Funding Scenarios and Examples:**

Below are a few examples of funding scenarios; many others exist. Please contact MEPRD if you have questions with your particular funding scenario or use the Funding Scenarios Calculator on MEPRD’s funding webpage.

Example 1 – Standard Applicant – Park Project

Total Project Cost: \$250,000 [100% of Total Project Cost]

- MEPRD Grant = \$100,000 (MEPRD grant award) [40%]
- Project Sponsor Local Match = \$50,000 (50% of MEPRD’s award) [20%]
- Local, State, or Federal Public Grant = \$100,000 (remainder of costs) [40%]

Example 2 – Standard Applicant – Trail Project

Total Project Cost: \$166,666 [100% of Total Project Cost]

- MEPRD Grant = \$66,666 (MEPRD grant award) [40%]
- Project Sponsor Local Match via a 501(c)3 grant = \$100,000 (50% of MEPRD’s award) [60%]

Example 3 – Standard Applicant – Trail Project

Total Project Cost: \$750,000 [100% of Total Project Cost]

- MEPRD Grant = \$300,000 (MEPRD grant award) [40%]
- Project Sponsor Local Match = \$150,000 (50% of MEPRD’s award) [20%]
- Local, State, or Federal Public Grant = \$300,000 (remainder of costs) [40%]

Example 4 – Rural/Economically Distressed Applicant

Total Project Cost: \$250,000 [100% of Total Project Cost]

- MEPRD Grant = \$100,000 (MEPRD grant award) [40%]
- Project Sponsor Local Match = \$25,000 (25% of MEPRD’s award) [10%]
- Local, State, or Federal Public Grant = \$125,000 (remainder of costs) [40%]

Example 5 – Rural/Economically Distressed Applicant – Trail Project

Total Project Cost: \$166,666 [100% of Total Project Cost]

- MEPRD Grant = \$66,666 (MEPRD grant award) [40%]
- Project Sponsor Local Match via a 501(c)3 grant = \$100,000 (50% of MEPRD’s award) [60%]

Example 6 – Rural/Economically Distressed Applicant

Total Project Cost: \$750,000 [100% of Total Project Cost]

- MEPRD Grant = \$300,000 (MEPRD grant award) [40%]
- Project Sponsor Local Match = \$150,000 (50% of MEPRD’s award) [20%]
- Local, State, or Federal Public Grant = \$300,000 (remainder of costs) [40%]

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## Sponsor Requirements

**Project Agreement:** FY23 Park and Trail Grant recipients must sign a Project Agreement with MEPRD. It is the recipient's responsibility to complete and submit all required documents pertaining to the Project Agreement. Missing or incomplete documents required in the Project Agreement will delay written notice to proceed from MEPRD. For contingent grants, agreements will be executed by MEPRD within thirty (30) days of Sponsor's notification of named grant award to MEPRD.

**Reimbursement Grant:** The MEPRD FY23 Park and Trail Grant Program is on a reimbursement basis. Final inspection and acceptance of the completed project must be made by an MEPRD representative for reimbursement to be issued. Actual payout is dependent upon documentation of final project costs for eligible items within the approved application and may be less than original grant award. Records shall be sufficiently detailed that all documented costs may be verified by a third-party audit. Only eligible items within the approved application will be reimbursed; changes to the project scope to "spend" the grant award in its entirety are prohibited. No early or partial payments will be made to the Project Sponsor. A request for reimbursement must be submitted within ninety (90) days of project completion unless extenuating factors, such as coordination of supporting documentation from other funding agencies, prevent it and are discussed with and approved by MEPRD. Failure to do so will result in Project Sponsor forfeiting all project reimbursements and relieves MEPRD from further payment obligations on the grant.

**Reports and Inspections:** Project Status Report forms shall be completed and submitted in a timely manner as requested by MEPRD, typically on a quarterly basis. Failure to submit progress reports could jeopardize your MEPRD grant award. MEPRD staff shall have full access to grant-assisted facilities and applicable financial records at all times for periodic inspections as construction progresses and throughout the life of the project. Final inspection and acceptance of the completed project must be made by an MEPRD representative prior to grant reimbursement.

**Publicity:** Acknowledgement to MEPRD should be given at appropriate times before, during, and after construction/acquisition, including, but not limited to, temporary signage displayed during construction/acquisition, permanent signage post-construction/acquisition, news articles, press releases, interviews, project websites, social media pages, ribbon cuttings, dedication ceremonies, etc.

**Financial Records:** All funds expended by the Project Sponsor in conjunction with the project must comply with Local, State, and Federal laws pertaining to the expenditure of public funds. Documentation in the form of cancelled checks, properly executed records, contracts, vouchers, orders, invoices, pay requests, timesheets, and any other accounting documents regarding the Project Sponsor's local match and all project costs will be required for reimbursement. All project records must be maintained for a period of no less than five (5) years, or longer if required by law.

**Termination:** Failure to timely complete a project, withdrawal of a project due to lack of performance or insufficient funds, unauthorized change in the nature of the project by the Project Sponsor, or any other violation of the approved grant application and executed project agreement may result in withdrawal of MEPRD funding and a penalty rendering the applicant ineligible for MEPRD grant assistance consideration for the next two (2) consecutive MEPRD annual park and trail grant programs. Furthermore, the project cannot be resubmitted for grant award in any future MEPRD grant program.

## Project Requirements

**Site Location:** Projects must be physically located within Madison and/or St. Clair Counties in Illinois and are limited to one parcel/site. Eligible development projects must be located on property that is either owned by the Project Sponsor or leased/controlled by the Project Sponsor. Property leased or controlled by the Project Sponsor may be publicly or privately owned, as long as the terms of such lease or control are irrevocable and meet the minimum timeline requirements specified in the “Public Access” description of this application. Multiple submissions of applications within the same fiscal year for continued, adjacent, or contiguous segments of a project are not eligible, even if submitted by different Project Sponsors.

**Public Access:** Property acquired or developed with MEPRD grant assistance shall not be utilized or developed for any use other than public recreation use per the terms specified herein. Acquired/developed land shall be operated and maintained for a minimum of twenty (20) years for public recreation use. Development projects that receive \$50,000 or less in grant assistance from MEPRD shall be controlled, operated, and maintained by the Project Sponsor for a minimum of six (6) years, plus one (1) additional year for every \$25,000 in MEPRD grant assistance over \$50,000.

Conversion of an acquisition project receiving MEPRD grant assistance shall result in the Project Sponsor being held liable for replacing the converted property with new property deemed comparable by MEPRD in terms of current fair market value, recreation value, usefulness, and location or for reimbursing MEPRD an amount equivalent to 1/20<sup>th</sup> or 5% of the original grant amount multiplied by the number of years remaining, as defined by this section.

Conversion of a development project receiving MEPRD grant assistance shall result in the Project Sponsor being held liable for replacing the converted development with new development deemed comparable by MEPRD in terms of current fair market value, recreation value, usefulness, and location.

Property acquired or developed with MEPRD assistance from this program must be open to the general public, to include at minimum any and all residents within MEPRD’s jurisdiction, for the approved use specified herein and in the MEPRD Project Agreement without regard to race, color, sex, national origin, age, disability, or residence during the time period specified.

**Phased Projects:** Projects scheduled to be completed via more than one phase are eligible for MEPRD grant awards from multiple grant programs. However, one phase must be substantially complete before the next phase may begin, as determined by MEPRD, and each phase must have distinctly separate bid packages and dates (i.e., no two phases of the same project funded in part by MEPRD may start simultaneously).

**American with Disabilities Act and AASHTO Compliance:** Project Sponsor acknowledges that it has performed due diligence to assure its project complies with the requirements of the American with Disabilities Act of 1990 and, if applicable, the guidelines of AASHTO.

**Permits:** The Project Sponsor is responsible for obtaining any and all necessary permits, licenses, and forms of consent regarding projects approved for MEPRD funding in this program prior to the construction, and thereafter subsequent operation and maintenance of the project.

**Signage:** The Project Sponsor is responsible for designing, purchasing, and installing a permanent grant acknowledgement sign that is visible to intended users of the improvement at the MEPRD-assisted project site for the useful life of the project. The specifications must include MEPRD’s logo and Project Name or Project Description, at minimum. One sign or plaque can be installed for multiple projects at a single location, provided it can be modified to name future projects using MEPRD assistance. Worn or damaged signs must be replaced in a timely manner at Project Sponsor’s cost. Outdoor signs must be waterproof and UV protected. All signage permits are the responsibility of the Project Sponsor.



## Eligible Projects

Eligible types of acquisition, development, or improvement projects must be open to the public and can include, but are not limited to:

- Parks (active and passive)
- Public greenways, greenspace, wildlife areas, nature preserves, and wetlands (active and passive)
- Recreation centers
- Shared-use paths and bike lanes meeting AASHTO standards (shared-use paths must be  $\geq 10'$  in width)
- Trail corridors, e.g., abandoned railways or utility corridors
- Trails and paths for walking, hiking, jogging, biking, equestrian, mountain biking, BMX, and paddling
- Trailheads (for eligible trail types)

Eligible components within an eligible project include, but are not limited to:

- ADA improvements for public buildings, restrooms, and fishing piers within public parks, municipally-owned golf courses and swimming pools, public trail facilities, and public bodies of water
- Alternative energy projects, e.g., solar lights, wind turbines, geothermal\*
- Amenities for parks/trails/trailheads, excluding those in the ineligible section
- Architectural/design/engineering fees (must be  $\leq 15\%$  of eligible development costs)
- Bike racks, bike lockers, and fix/tune stations for parks, trailheads, trails, and public facilities
- Boat ramps and docks for public use on public waters
- Bridges, box culverts, and bike/ped intersection improvements related to trails
- Concession structure\* (related equipment, supplies, and inventory are ineligible)
- Demolition, erosion control, and related expenses\*
- Drinking fountains for parks, trails, and trailheads
- Fencing related to sports fields or swimming pools
- Fencing within a park or along a trail not related to sports fields or swimming pools\*
- Frisbee golf course and related amenities
- Hockey/skating rinks (ice or hard surface, indoor and outdoor)
- Lakes, ponds, and beaches (used for public recreation)
- Landscaping/site beautification\* (non-native plant species are ineligible)
- Lighting for parks, trails, trailheads, and sports fields
- MEPRD Grant Acknowledgement Sign (includes design, purchasing, and installation)
- Nature observation towers and overlooks
- Playgrounds and fitness stations
- Pavilions, gazebos, and open-air shelters
- Parking lots for parks or trailheads
- Pools, water parks, water slides, and splash pads
- Restrooms for parks/trails/trailheads, excluding those in the ineligible section
- Roadways within a park or trailhead
- Safety amenities for parks/trails/trailheads, to include surveillance systems and emergency call stations
- Scoreboards within public parks or public sports facilities\*
- Sidewalks or pedestrian accommodations within a park or trailhead
- Signage and kiosks for wayfinding/directional/distance
- Skate/MTB/BMX parks and pump tracks
- Sports fields/courts, including artificial turf (must be open to the public)
- Striping, markings, and signage for bicycle trails and bike lanes (for new applications only)
- Utility/sanitation systems (installation of water, sewer, gas, and/or electric for eligible projects)\*
- Water quality improvement projects related to an eligible project, e.g., detention ponds & grass swales

**Support Items:** Eligible components marked with an asterisk (\*) are defined as "Support Items" by MEPRD and may not exceed 50% of the total project costs. Projects may not consist solely of support items.

## Ineligible Projects

Ineligible types of acquisition, development, or improvement projects or components within a project include, but are not limited to:

- Acquisition of land from another public agency
- Administrative facilities/buildings/offices
- Announcer and ticket booths
- Archaeological/environmental surveys/testing/excavations
- Automated external defibrillators (AED)
- Camp sites and camping amenities
- Clubhouses
- Community centers/facilities
- Concession equipment, supplies, and inventory
- Decorative water features/fountains not related to a public pool or splash pad
- Dog parks
- Educational/safety programs/training/travel
- Environmental mitigation
- Gardens
- Geographic information systems
- Golf courses and golf-related amenities/equipment (exception: see ADA section of previous page)
- Grant application, report, or form preparation and related work
- Historic sites/structures and preservation
- Hunting areas/blinds
- Irrigation systems
- Lakes, ponds, and beaches (not used for public recreation)
- Maintenance/repair/upkeep projects
- Maintenance and storage buildings (eligible projects may designate up to 25% of building for storage)
- Marketing materials, maps/brochures, temporary signs/banners
- Monuments, statues, or plaques
- Mowing and groundkeeper related equipment
- Museums and conservatories
- Parking lots not within a park or trailhead
- Plans and planning for pedestrian amenities, parks, trails, sidewalks, and trailheads
- Professional sports facilities
- School district playgrounds, sports fields/courts, and related amenities
- Scenic/historic routes, byways, drives, and easements
- Shooting ranges
- Sidewalks or pedestrian accommodations outside of a park or trailhead
- Streetscape projects
- Striping and markings for bicycle trails and lanes (for repeat applications)
- Traffic counts/studies and counting devices
- Trails for all terrain vehicles, off highway vehicles, and snowmobiles
- Vehicles of any kind, e.g., mowers, service vehicles, golf carts
- Welcome/visitor centers

## Definitions

Contingent Request/Award – An MEPRD Grant Request that is contingent on the applicant's successful award of a single named round of a single named state or federal grant. Multiple attempts at several years of funding for a single project is not permitted. Additionally, the named grant must be an active (not presumed) federal or state grant that is available to others, competitive in nature, and awarded within one (1) year of MEPRD's contingent award notification. Examples include, but are not limited to, OSLAD, LWCF, PARC, RTP, and RAISE grants.

Dedicated Regional Trail Facility – The development of a new standalone restroom facility and/or parking facility (along with related amenities) which will be located adjacent and connected to an existing Regional Trail Segment, or a Regional Trail Segment that has broken ground, or one that will be built in unison with the Dedicated Regional Trail Facility. The primary use of the Dedicated Regional Trail Facility must be purposefully and exclusively designed to enhance the overall experience of Regional Trail Segment users. Parking and restroom facilities built within parks, transit facilities, etc. even if adjacent and connected to a Regional Trail Segment, are not defined as Dedicated Regional Trail Facilities.

Economically Distressed Community – Any city, village, or township located in Madison or St. Clair County, Illinois that was recognized as having a poverty level of greater than 25% by the U.S. Department of Health and Human Services in the 2020 United States Census. Visit [www.meprd.org/funding.html](http://www.meprd.org/funding.html) to see a listing of economically distressed communities. In order for a project to be eligible under this section it (1) must be located fully within the boundaries of an eligible city, village, or township as defined by MEPRD or a rural location, i.e. not urbanized as defined by the United States Census Bureau 2020 data; (2) the Project Sponsor's primary headquarters must be within the same eligible city, village, or township; and (3) the Project Sponsor must own and be responsible for maintaining the finished project.

Force Account Labor – Labor provided by Project Sponsor's own staff. Project Sponsors should retain copies of timesheets as proof of force account work on a project. Reimbursement labor must relate directly to the approved project scope/description on file with MEPRD (overtime and holiday pay are not reimbursable). Labor pertaining to application preparation and project planning/design or performed by volunteers is not eligible for reimbursement. An optional worksheet is available for download from MEPRD's website.

Note: Force Account Equipment Rates are not reimbursable under the FY23 Program; however, any equipment rented for the purpose of Force Account Labor to complete an eligible component(s) of the project is eligible and therefore reimbursable. Such costs may be documented alongside the Project Sponsor's Force Account Labor.

Funding Initiatives/Campaigns/Programs – Funding incentives offered by manufacturers, vendors, etc. for single-sourced products are considered discounts per MEPRD, even if the initiative/campaign/program is referred to as a "grant," "funding opportunity," or "matching funds program" by others. Any such discount must be deducted from the total project cost within MEPRD's FY23 application (i.e., do not enter the amount on the line for "non-public grants").

Local Match – Required contribution from the Project Sponsor, which can be made up of sponsor's allocated budget, force account labor, public and non-public grants, funds, and monetary donations, 501(c)3 contributions or any combination thereof (excluding Funding Initiatives/Campaigns/Programs as described above). An applicant's local match, regardless of applicant type, must be  $\geq 60\%$  of the total eligible project cost and must also meet MEPRD's local match requirements shown on page 9.

Non-Contingent Request/Award – An MEPRD Grant Request that is not contingent on any other factors. Applicants utilizing this method have a funding authorization/resolution in place for their project and feel comfortable that it will begin within one (1) year and be completed within three (3) years of MEPRD’s Grant Award without any contingencies. Recommended for most applicants.

Project Sponsor – Applicant applying for MEPRD funding. The Project Sponsor must own and be responsible for maintaining the project (i.e., responsible for financial support, project management, maintenance, etc.) per the terms specified within the public access section of this application. If not the owner, Project Sponsor must have site control via irrevocable lease, agreement, or other formal documentation. Maintenance obligations specified in this paragraph may be satisfied utilizing paid contracted services, but the ownership and control obligations specified in this paragraph may not be transferred or assigned to others. If transferred or assigned to others, see the conversion details contained within the Public Access section on page 12.

Public Grants/Funds – Dollars from federal, state, local, or other public funding sources, excluding funding from a 501(c)3 organization.

Regional Trail Segment – Non-motorized shared-use path trail segments that are identified within either MEPRD’s Long Range Development Plan or a plan adopted by a public entity within MEPRD’s jurisdiction; or any shared-use path trail segment with an existing or planned connection to the regional trail system. New regional trail segments must be hard surfaced, no less than 10’ in width, and must comply with AASHTO standards.

Rural Community – Any city, village, or township located in Madison or St. Clair County, IL identified as rural according to the 2010 United States Census - Urban Areas Map (seen here [www.meprd.org/funding.html](http://www.meprd.org/funding.html)). In order for a project to be eligible under this section it (1) must be located fully within the boundaries of a rural location, i.e. not urbanized as defined by the United States Census Bureau 2020 data; (2) the Project Sponsor’s primary headquarters must also be within a rural location; and (3) the Project Sponsor must own and be responsible for maintaining the finished project.

[CONTINUE TO NEXT PAGE]

## Application Checklist

A complete application should contain all of the following required components, in this order:

- MEPRD FY23 Park and Trail Grant Program Information and Application
- All of the following attachments. If one is not applicable, please include a statement explaining so rather than excluding the attachment.
  - Attachment A: Detailed Written Project Scope. This should be a written narrative (i.e., not cut sheets) describing the project, including details to answer “what”, “where”, “how many”, etc. The detail and components listed/described in this section should coincide with what is illustrated in Attachment C.
  - Attachment B: Copies of land appraisals, engineer estimates, bids, quotes, cut sheets, or vendor sheets supporting the estimated project costs identified within the application.
  - Attachment C: Detailed Site Development Plan. This should be a visual of the project identifying the exact location of every major project component. This could be in the form of a detailed CAD drawing, a detailed conceptual drawing, or detailed aerial photography with labels.
  - Attachment D: Construction/Acquisition Schedule, including the estimated completion date, which should match the date shown on Line 17.
  - Attachment E: General Operational Plan. Describe the plan for maintenance and operation of the project, including general schedule, funding sources, and other relevant details.
  - Attachment F: Resolution or official correspondence from the Project Sponsor supporting the project and corresponding application to MEPRD, dated no more than 6 months prior to the submittal of the FY23 grant application.
  - Attachment G: Description of all grants and cash donations contained in Line 21. Include grant/donor name(s), a copy of the public grant announcement, funding award date(s), funding expiration date(s), and a copy of the award letter(s). Certain restrictions apply; read funding and eligibility requirements carefully.
  - Attachment H: Description of any future plans for bike/ped trails, parks, or recreational facilities for your community or jurisdiction. Plans can be hard-copy or electronic (email, CD, or flash drive). If available, KML or GIS files would also be appreciated. If you have submitted this information to MEPRD in the past three years and no updates or changes have been made, please indicate as such.
- Certification Statement found on page 22 of the application signed by the Mayor, Board President, or Chief Executive of organization or department.

## Application Form

Please fill out this form in its entirety. Incomplete applications will not be considered for funding.  
Applications must be typed.

1. Project Sponsor (list only one entity): \_\_\_\_\_

Check one:  Standard Applicant  Rural or Economically Distressed Applicant

2. Project Sponsor Address: \_\_\_\_\_  
\_\_\_\_\_

3. Project Sponsor FEIN: \_\_\_\_\_

4. Project Title: \_\_\_\_\_

5. Project Address/Location: \_\_\_\_\_

6. Project Contact Name and Title: \_\_\_\_\_

*(This person will be required to complete status reports and will need to know detailed information about the project.)*

7. Project Contact Address: \_\_\_\_\_  
\_\_\_\_\_

8. Project Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

9. Project Contact Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

10. Is the project located entirely within a rural community as defined by MEPRD?  Yes  No

If Yes, which city or village: \_\_\_\_\_

11. Is project located within an economically distressed area as defined by MEPRD?  Yes  No

If Yes, which city or village: \_\_\_\_\_ Poverty Level: \_\_\_\_\_%

12. Is the proposed project identified in a municipal, county, regional, state trail, or recreation plan or MEPRD's Long Range Development Plan?  Yes  No

If Yes, what plan(s): \_\_\_\_\_

13. Will the Project Sponsor own/control and maintain the completed project:  Yes (required)  No

14. Project is for *(check all that apply)*:  Acquisition  Development  Improvement



15. Type of Project:  Park  Trail  Trailhead  Recreation Center  Pool/Splash Pad

If applicable, what trail surface material will be used: \_\_\_\_\_

Width of Trail ( $\geq 10'$  required for paved bike trails\*): \_\_\_\_\_ feet Length of Trail: \_\_\_\_\_ miles  
*(\*lesser widths may be considered sidewalks and become ineligible for reimbursement)*

16. Is the project site protected in perpetuity for public recreation?  Yes  No

If no, how many years is the site protected (must be  $\geq 20$  years): \_\_\_\_\_ years

17. Estimated project completion date (month and year required): \_\_\_\_\_

18. This application represents a:  Non-Contingent Request (skip to 19)  Contingent Request.  
Thoroughly document Contingent Grant in Attachment G. See definitions at end of packet.

Name of Contingent State/Federal Grant: \_\_\_\_\_

Contingent Grant was published on this date: \_\_\_\_\_

Contingent Grant is expected to be awarded on this date: \_\_\_\_\_

*(NOTE: grant award results must be provided to MEPRD within 90 days of notification to receive notice to proceed)*

19. Total Estimated Project Cost: \$ \_\_\_\_\_

20. Requested MEPRD Grant: \$ \_\_\_\_\_ which is \_\_\_\_\_ % of line 19  
*(must be less than or equal to 40% of the total project cost listed on line 19)*

21. Combined total of estimated local match and other grants:  
*(must be greater than or equal to 60% of the total project cost listed on line 19)*

A. Monetary contribution by Project Sponsor (excluding funding by others) \$ \_\_\_\_\_

B. Value of force account labor by Project Sponsor \$ \_\_\_\_\_

C. Non-public grant(s), funds, and/or monetary donation(s) \$ \_\_\_\_\_

D. Total of all federal, state, or local government grants (excluding MEPRD) \$ \_\_\_\_\_

E. Total for Section 21 (A + B + C + D): \$ \_\_\_\_\_ which is \_\_\_\_\_ % of line 19

Hint: Line 20 + Line 21E should equal Line 19.

[CONTINUE TO NEXT PAGE]

22. General Expense Categories

<i>Category</i>	<i>Estimated Total</i>	<i>% of Total</i>
A/E Fees (≤15% of Eligible Development Costs):	\$ _____	_____ %
Acquisition Costs (if applicable):	\$ _____	_____ %
Development Costs (if applicable):	\$ _____	_____ %
Other: _____	\$ _____	_____ %
Other: _____	\$ _____	_____ %
Total Estimated Project Cost (should equal line 19):	\$ _____	100%

23. Itemized Development / Acquisition Data

Place an \* after support item costs as defined and identified on Page 13. Continue on another sheet of paper if needed.

<i>Item Name</i>	<i>Quantity &amp; Unit</i>	<i>Estimated Cost</i>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Total cost of all non-support items listed above:	\$ _____	_____ %
Total cost of support items listed above (must be ≤ 50% of line 19):	\$ _____	_____ %
Total Estimated Project Cost (should equal line 19):	\$ _____	100%

24. Indicate to what degree the project will meet the needs of people with disabilities:

25. Describe the need/demand for the project and its impact to the community and/or the region.  
• Note that the project scope should be included in Attachment A, not repeated here.

**Certification Statement**

In WITNESS WHEREOF, the undersigned parties have caused this grant application to be executed by their duly designated and authorized representatives.

I do hereby certify that I have the legal authority to represent the Project Sponsor and submit this grant application on behalf of the Project Sponsor (i.e., "Grantee") and that the information presented in this grant application and the referenced attachments are true and correct. I do further certify that the project will be completed in accordance with the provisions set forth in this grant application and the MEPRD project agreement and that the Grantee has the financial resources to initially fund one hundred percent (100%) of the proposed project costs (or will have if this is a contingent award). It is understood that the project must be completed within the timeframe established in this application and the project agreement, and the reimbursement request must be submitted within ninety (90) days of project completion, unless extenuating circumstances prevent it and are discussed with and approved by MEPRD. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves MEPRD from further payment obligations on the grant.

*(Signee must be Mayor, Board President, or Chief Executive of organization or department)*

**Name of Grantee:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_  
*(date)*

Attested by: \_\_\_\_\_

Signature and Date: \_\_\_\_\_  
*(date)*

**Name of Grantor:** Metro East Park and Recreation District \_\_\_\_\_

Print Name: Bryan Werner \_\_\_\_\_

Print Title: Executive Director \_\_\_\_\_

Signature and Date: \_\_\_\_\_  
*(date)*

Attested by: Rene' St. Peters, Administrative Assistant \_\_\_\_\_

Signature and Date: \_\_\_\_\_  
*(date)*

## Attachment A: Detailed Written Project Scope

Hoffman Park, dedicated in memory of the late Ernie Hoffman, was completed in circa 1989 to pay tribute for the philanthropy and community service that he performed. Although it is a small park, it did provide a welcomed addition to a residential subdivision flanked by, at the time, industry and open space. Since then, the industrial portion has subsided and replaced with commercial businesses including a fulltime daycare operation.

The park features the original pavilion, swing-set and until recently, a playground geared toward children under 12 years of age. Over the years, the park has received updates. A new fence was installed to replace a chain-link fence, a poured in place surface was added under the previous playground, ADA parking was installed, and periodic general maintenance in the form of painting was done.

Although the park is primarily used by the neighbors, there are “play groups” that come to the park. In fact, many parents have said that they make it a point throughout the summer, to visit each park weekly. In addition, grandparents have become much more involved with their grandchildren’s lives over the past couple of decades. Therefore, the park is frequented by active grandparents as well as parents and caregivers with disabilities.

The proposed playground will give a proverbial breath of fresh air to the park. The color scheme is bright and attracting for children and the multiple features will entice young ones to interact with peers on equipment that will promote physical activity, creativity, and social interaction.

Each component will have its own unique characteristic. From activity panels and traditional slides, to the spaced hoops and climbing apparatuses, each child will be able to create their own experience. One feature to point out is that this will be the first playground in Highland that will include shade structures as well.

Finally, as with all of the playgrounds in Highland, the surface will have interlocking tiles. Rubber tiles, as opposed to pea-gravel and mulch, are appreciated mostly by parents who no longer need to wash clothes after playing but more importantly, people with disabilities are more likely to be a participant on the playground rather than a spectator from a nearby bench.

Attachment B: Estimated Project Costs

See Attached



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

06/06/2022  
 Quote #  
 152261-01-03

## Hoffman Park - Updated 06.06.2022

City of Highland  
 Attn: Mark Rosen  
 1 Nagel Drive  
 Highland, IL 62249  
 Phone: 618-654-6071  
 mdrosen@highlandil.gov

Ship to Zip 62249

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PrimeTime 5-12 Modular Unit [Basic: _____] [Fabric 1: _____] [Accent: _____] [Basic: _____] [Deck:Pvc: _____] [HDPE: _____] [Tube: _____] [Roto Plastic: _____] [Arch: _____] [Arch: _____]	\$63,567.00	\$63,567.00
		(2) 18787 -- Umbrella Canopy		
		(1) 12215 -- Crunch Bar Prime Time		
		(1) 19803 -- Air Walker		
		(2) 19001 -- Entry Way		
		(1) 12421 -- Counter Panel		
		(1) 18766 -- Fun Seat 36"		
		(1) 12728 -- Single Seat P/T		
		(1) 4959 -- Maze Wheel		
		(1) 12964 -- Single Gizmo Panel		
		(1) 18692 -- Single Thunder Ring		
		(1) 19104 -- Ridge Climber		
		(1) 19057 -- Wave (Standard)		
		(1) 19755 -- Wiggle Climber Attachment		
		(1) 19439 -- 3 in a Row Panel		
		(1) 19752 -- Traverse Climber		
		(1) 19285 -- Transfer Platform W/ Guardrail 3'		
		(1) 19791 -- Dbl Rumble & Roll 2'-6"/3'		
		(1) 19780 -- Weeble Climber 4'6"/5'0		
		(1) 19250 -- Hour Glass (3' Thru 5')		
		(2) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18397 -- Ladder Loop Link		
		(2) 19289 -- Two Piece Hex Deck		
		(1) 19698 -- Sloped Funnel Climber Barrier (Dbl)		
		(1) 19322 -- Swerve Slide		





GameTime c/o Cunningham Recreation  
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 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

06/06/2022  
 Quote #  
 152261-01-03

## Hoffman Park - Updated 06.06.2022

Quantity	Part #	Description	Unit Price	Amount
		(5) G12026 -- 3 1/2" Uprt Ass'Y Galv 11'		
		(5) G12024 -- 3 1/2" Uprt Ass'Y Galv 9'		
		(4) G12025 -- 3 1/2" Uprt Ass'Y Galv 10'		
		(1) H12027 -- 12' Heavy Wall Upright		
		(1) H12025 -- 10' Heavy Wall Upright		
1	6272	GameTime - Merry-Go-All [Basic:_____] [Roto Plastic:_____]	\$7,407.00	\$7,407.00
8	152850	GameTime - Base Plate Pkg-1.315"Od	\$105.00	\$840.00
6	152853	GameTime - Base Plate Pkg-2.375"Od	\$107.00	\$642.00
1	152855	GameTime - Base Plate Pkg-5"Upright	\$180.00	\$180.00
14	152856	GameTime - Base Plate Hdw Pkg Sm360	\$156.00	\$2,184.00
1	178749	GameTime - Owner's Kit	\$66.00	\$66.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$74,886.00
			<b>Discount</b>	(\$16,400.58)
			<b>Material Surcharge</b>	\$10,530.51
			<b>Freight</b>	\$2,387.68
			<b>Total</b>	<b>\$71,403.61</b>

### Comments

\*MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

\*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

\* Discounted pricing is based on the Omnia Partners contract. For pricing to be valid, the customer must be registered - (it's fast, easy, & free!)  
<https://www.omniapartners.com/publicsector>



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06/06/2022  
Quote #  
152261-01-03

## Hoffman Park - Updated 06.06.2022

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation  
PO Box 240981  
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800.438.2780  
704.525.7356 FAX

06/06/2022  
Quote #  
152261-01-03

## Hoffman Park - Updated 06.06.2022

### ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$71,403.61**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
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 704.525.7356 FAX

06/08/2022  
 Quote #  
 152261-02-03

## Hoffman Park - Install & Surfacing (Updated 06.06.2022)

City of Highland  
 Attn: Mark Rosen  
 1 Nagel Drive  
 Highland, IL 62249  
 Phone: 618-654-6071  
 mdrosen@highlandil.gov

Ship to Zip 62249

Quantity	Part #	Description	Unit Price	Amount
1	Tiles	GT-Impax - Interlocking Tiles 2' x 2'- Includes: - 624 Interlocking Tiles; 3-1/4" thick - 50 Ramp Edges - 4 Outside 90 Corner Tiles - 1 ADA ramp - 49 Tubes of Binder	\$32,523.00	\$32,523.00
1	INSTALL	MISC - Installation of Playground Equipment and Tile- * Includes installation of equipment on proposal 152261-01-02. * Includes saw cutting concrete assuming to be 4" thick- spoils to remain on site- if slab is thicker or subgrade is not what is expected (gravel or dirt) additional charges will apply. * Spoils from holes and concrete to remain on site * Includes prevailing wages	\$50,371.00	\$50,371.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$82,894.00
			<b>Freight</b>	\$2,430.56
			<b>Total</b>	<b>\$85,324.56</b>

### Comments

\*Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs

\*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

\* Discounted pricing is based on the Omnia Partners contract. For pricing to be valid, the customer must be registered - (it's fast, easy, & free!)  
<https://www.omniapartners.com/publicsector>



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06/08/2022  
Quote #  
152261-02-03

## Hoffman Park - Install & Surfacing (Updated 06.06.2022)

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
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- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
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- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

06/08/2022  
Quote #  
152261-02-03

## Hoffman Park - Install & Surfacing (Updated 06.06.2022)

**ACCEPTANCE OF QUOTATION:**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$85,324.56**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

**BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SHIPPING INFORMATION:**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

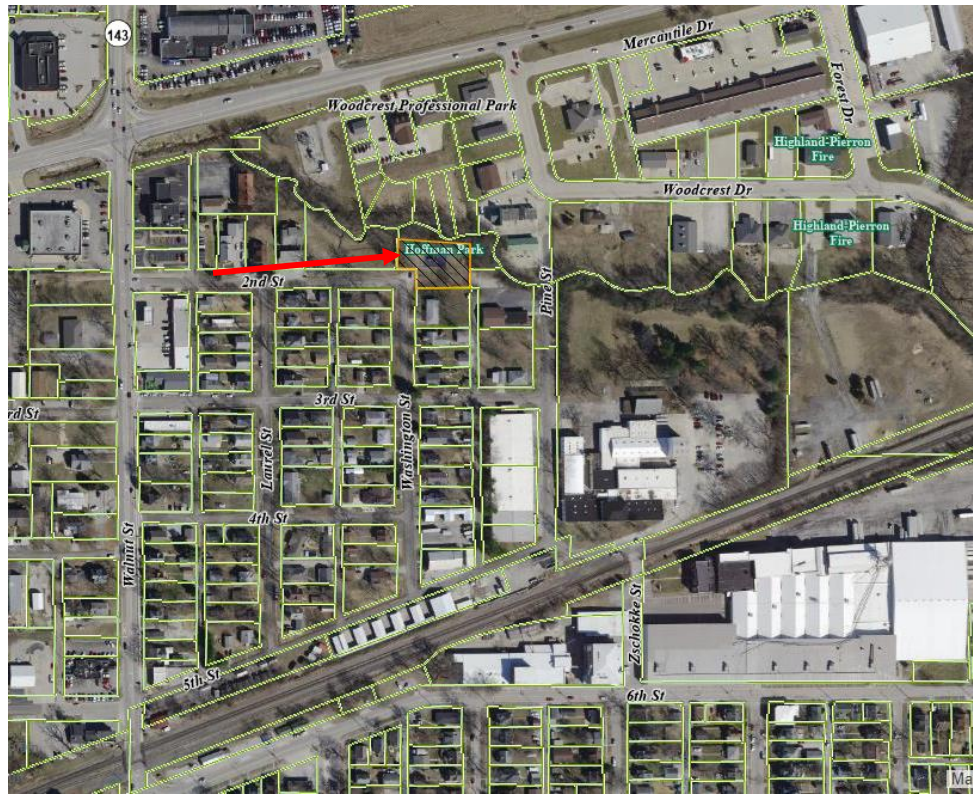
City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



Attachment C: Detailed Site Development Plan







Continued Attached



### Hoffman Park View 1

Design • Build • PLAY!

Jovial Palette:  
Uprights: Burgundy  
Accents: Butterscotch  
Plastics: Spring Green  
Shades: Deep Sea  
HDPE: Gray  
Decks: Blue



### Hoffman Park View 2

Design • Build • PLAY!

Jovial Palette:  
Uprights: Burgundy  
Accents: Butterscotch  
Plastics: Spring Green  
Shades: Deep Sea  
HDPE: Gray  
Decks: Blue





# Hoffman Park View 3



Jovial Palette:  
Uprights: Burgundy  
Accents: Butterscotch  
Plastics: Spring Green  
Shades: Deep Sea  
HDPE: Gray  
Decks: Blue



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## Attachment E: General Operation Plan

The Highland Parks and Recreation Department will provide daily oversight of the project. The Director of Parks and Recreation will meet with the sales representative and construction supervisor prior to the start of the project to ensure that the site is properly prepared prior to construction.

Department personnel will sufficiently post “temporary closed” signs prior to the start of the installation and maintain these signs throughout the project. Additionally, the department will provide notices via social media and local newspaper. Social media will play a key part in providing periodic updates of the project’s status as well.

Funding for the project will be paid upon completion of the project to the vendor and proper documentation will be submitted to MEPRD for reimbursement upon their final inspection of the project.

Upon completion and reopening of the park/playground, park maintenance staff will conduct regular detailed inspections and weekly observation inspections to ensure that all warranty work is addressed and eventually make repairs as needed. In addition, intensive cleaning of the play feature will be performed bi-annually.



# Madison County, Illinois Subrecipient Agreement

Program Year: 2022

Date Agreement Issued: April 21, 2021

Date Agreement Expires: March 31, 2023

Contract Number: 22-016

{Park Enhancement Program}  
{Highland Parks and Recreation}



# SUBRECIPIENT AGREEMENT

## AGREEMENT BETWEEN MADISON COUNTY, ILLINOIS AND

{Highland Parks and Recreation}

FOR

## MADISON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, entered this {21<sup>st</sup>} day of {April}, 2022, by and between Madison County (herein called the "Grantee" and/or "County") and {Highland Parks and Recreation} (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

### ARTICLE 1- PROJECT

#### SECTION 1: SCOPE OF SERVICE

##### A. Activities

###### 1. General Statement

The Subrecipient will provide {N/A} to {N/A}. The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

###### 2. Program Delivery

Activity #1 {N/A}.

Activity #2 {Same as above}

Activity #3 {Same as above}

###### 3. Administration

{N/A}

###### 4. Income Benefit Goals

It is anticipated that approximately {N/A} unduplicated low- to moderate-income clients will be served over the course of this {N/A}-month Agreement. The goal is to serve: {N/A} clients at the 0-30% areas median income (AMI) level (very low-income); {N/A} clients at the 31-50% AMI level (low-income); and {N/A} at the 51-80% AMI level (moderate-income).

##### B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of {N/A}.

C. Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
N/A	N/A	N/A

Units of service shall be considered: {N/A}

D. Staffing

Please provide list of staff and time commitments to be allocated to each activity specified in I.A. above.

Any changes in key personnel assigned or their general responsibilities under this project are subject to prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated. Project is to commence after the receipt of the Notice to Proceed.

F. Special Conditions

{N/A.}

**SECTION 2: PROJECT DESCRIPTION**

Type of Project: {Park Enhancement Project}

Project Location: {Highland Parks and Recreation}

Service Area: {62249}

Matrix Code: {N/A}

Basic Eligibility Citation: {N/A}

Amount Funded: {\$39,956.00}

**SECTION 3: TERM OF AGREEMENT**

The term of this Agreement is {04/21/2022} through {03/31/2023}. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of PEP funds or other PEP assets, including program income.

## ARTICLE 2- FINANCIAL MANAGEMENT

### SECTION 1: PAYMENTS AND BUDGET

#### A. General Statement

The County shall make direct vendor payments (the preferred method) or reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed **Thirty Nine Thousand Nine Hundred Fifty Six Dollars and no cents (\$39,956.00)** upon presentation of properly documented expenses.

Such direct vendor payment or reimbursement shall constitute full and complete payment by the County under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the County unless any or all such costs are disallowed by the State of Illinois or HUD.

Any direct vendor payment or reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

#### B. Payments

Original direct vendor payment or reimbursement request must be mailed to: Madison County Community Development, 130 Hillsboro Avenue, Edwardsville, IL 62025. Payments shall be made upon receipt of completed reimbursement requests.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance.

#### C. Budget

<u>Line Item</u>	<u>Amount:</u>
Scope of Project:	
Hoffman Park	
• Playground equipment from sole source OMNIA Partners	
TOTAL	\$39,956.00

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

#### D. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee; and

- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed.

## **SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING**

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County or HUD at any time during normal business hours. This includes all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to this contract.
- E. Inform the County concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the County to other Subrecipients.
- F. Repay the County any funds in its possession at the time of the termination of this Agreement that may be due to the County or HUD.
- G. Maintain complete records concerning the receipt and of all program income. Subrecipient understands and agrees that all program income shall be the property of Madison County, which shall have the exclusive right to determine the use and disposition of said income. Subrecipient will have program income directly sent to Madison County.

## **SECTION 3: REIMBURSEMENT**

The County shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the County. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the County or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the County or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the County within thirty (30) days of written notice of the disallowance.

- A. The Subrecipient agrees that funds determined by the County to be surplus upon completion of the Agreement will be subject to cancellation by the County.
- B. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.

- C. The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

**SECTION 4: PROGRAM INCOME**

Program income shall herein be defined as gross income received by the Subrecipient directly derived or generated from the use of CDBG funds. When income is generated by an activity that is partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used, and returned to Madison County’s CDBG program or as otherwise specified herein the approved proposal. Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Gross income from the use or rental of real or personal property acquired, constructed or improved by the Subrecipient with CDBG funds, less the costs incidental to the generation of such income;
3. Payments of principal and interest on loans made using CDBG funds;
4. Proceeds from the sale of obligations secured by loans made with CDBG funds;
5. Interest earned on funds held in a revolving fund account; and
6. Interest earned on program income pending disposition of such income.

Subrecipient understands and agrees that all program income shall be the property of Madison County, which shall have the exclusive right to determine the use and disposition of said income. Subrecipient will have program income directly sent to Madison County.

**ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS**

**SECTION 1: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee: Madison County	Subrecipient: HIGHLAND PARKS AND RECREATION
[Walter Williams, Coordinator]	[Mark Rosen]
[130 Hillsboro Ave.]	[1 Nagel Dr., PO Box 218]
[Edwardsville, IL 62025]	[Highland, IL 62249]
[618-692-8940]	[618-651-1386]
[618-692-7022]	[N/A]
[wdwilliams@co.madison.il.us]	[mdrosen@highlandil.gov]

**SECTION 2: GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- Federal Labor Standards Provisions- US Dept. of HUD. (HUD-4010 (2-76)).
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Relocation, Real Property Acquisition, and One-For-One Housing Replacement; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); 24 CFR 570.201(i), 570.606, 49 CFR 24.
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Equal employment opportunity 24 CFR 570.601-602; 24 CFR 570.607; 41 CFR 60.
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); 24 CFR Part 8; 24 CFR 570.601; 24 CFR 570.602.
- Sections 503 and 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968, as amended (PL 90-480, 42 USC 4151 et.seq.)
- The Americans With Disabilities Act (ADA) of 1990; as amended in 2008.
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 58);
- The Energy Policy and Conservation Act (Public Law 94-173) and 24 CFR Part 39;
- Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements, as amended and related laws and Executive Orders; Section 106 National Historic Preservation Act. 24 CFR 570.503 (b)(5)(i); 24 CFR 570.604, 570.202; 24 CFR 58. Ref. at 24 CFR 58.6, 24 CFR 58.5570.605.
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.

- Disabled and Vietnam Era Veterans, Section 402 Vietnam Era Veterans Readjustment Assistance Act and regulations issued pursuant thereto.
- Clean Air Act as amended (42 USC 1857 et.seq.) and regulations issued pursuant thereto.
- Federal Water Pollution control act, as amended (33 USC 1251 et. Seq.) and regulations issued pursuant thereto.
- Local Fire Safety Codes.
- Building, Housing, and Zoning Codes; Housing Quality Standards 24 CFR 570.208(b)(l)(iv) and (b)(2).
- Lump Sum Drawdowns 24CFR 570.513.
- Definition of Computation of Units of Services 24 CFR 570.503 (b)(1).
- Section 108 Loan Guarantees 24 CFR 570.700-570.709.
- Hatch Act (5 CFR Chapter 15)
- List of Debarred or Ineligible Contractors 24 CFR 570.609; 24 CFR 24; System for Award Management at [www.sam.gov](http://www.sam.gov)

#### B. “Independent Contractor”

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

#### C. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the County and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the performance or nonperformance by the Subrecipient and/or its employees, representatives or agents, including any contractors or subcontractors retained by the Subrecipient of the services or subject matter called for in this Agreement.

#### D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the County by the Subrecipient’s insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of this Agreement. No other form of certificate shall be used.

The Subrecipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the County may immediately terminate this contract.

#### F. Licensing



The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

#### G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the County is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the County's right to suspend or terminate this Agreement. The County may consider performance under this Agreement when considering future awards.

#### I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the County.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the County may summarily

terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the County and the County may also declare the Subrecipient ineligible for further participation in the CDBG program.

### **SECTION 3: ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### **B. Documentation and Record Keeping**

##### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

##### **2. Retention**

The Subrecipient is required to maintain records in accordance with other applicable laws and regulations set forth in CFR 570 subpart K. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.

##### **3. Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

#### **4. Disclosure**

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### **5. Audits & Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

#### **C. Citizen Participation**

The Subrecipient will have processes in place (public meetings, satisfaction surveys, board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

#### **D. Procurement**

##### **1. Compliance**

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

##### **2. OMB Standards**

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

#### **E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- A. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- B. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or

improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

- C. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

#### **SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

#### **SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS**

##### **A. Civil Rights**

##### **1. General Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

##### **2. Nondiscrimination**

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

- B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- C. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- E. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
- F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

### **4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### **5. Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) revised ADA Regulations for Title II, and effective March 15, 2011 requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

When applicable, Subrecipient shall meet all requirements of these Acts, as amended, as are in effect on the date that this Agreement is entered into.

## **B. Affirmative Action**

### **1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

### **2. Women- and Minority-Owned Businesses (W/MBE)**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### **3. Access to Records**

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### **4. Notifications**

The Subrecipient/County will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's/County's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### **5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### **6. Subcontract Provisions**

The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### C. Employment Restrictions

A. Personal Financial Interest of members of COUNTY - No officer(s) or employee(s) or agent(s) of the County of Madison who exercises any functions in connection with the planning and carrying out of the program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest in this Contract; and the **Subrecipient** shall comply with all federal, state, and local conflict of interest laws, statutes, and regulations. All such laws, statutes and regulations shall apply to all parties and beneficiaries under this contract as well as to all officer(s), employee(s), or agent(s) of the County of Madison.

B. Interest of Contractor and Employees - The **Subrecipient** agrees that it will incorporate into every contract required to be in writing the following provisions: The Contractor covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligations hereunder. The Contractor further covenants that in the performance of this Contract no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

C. Lobbying Certifications - To the best of its Knowledge or belief, the **Subrecipient** certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instruction;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, agreements) and that all sub-recipients shall certify and disclose accordingly; and
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.

In order for the **COUNTY** to determine whether a conflict would or could exist, any contractor or employee who does knowingly have any interest direct or indirect in the program or property therein, must disclose such interest to the **COUNTY** and where applicable to the **Subrecipient** before execution. The **Subrecipient** and the **COUNTY** shall have sole authority to determine whether a disqualifying conflict does so exist.

#### 1. **Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and

regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### **3. Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

- A. Maintaining a Zero Tolerance Drug Policy;
- B. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
- D. Establishing an ongoing drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace;
  - The Subrecipient's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- E. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

### **4. "Section 3" Clause**

#### **A. Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions



specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

#### **B. Notifications**

The Subrecipient/County agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### **C. Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### **1. Assignability**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

### **2. Subcontracts**

#### A. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

#### B. Monitoring

The County/Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### C. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

#### D. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

### **2. Hatch Act**

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### **3. Illegal Aliens**

#### A. Public Contracts for Services

Pursuant to C.R.S. § 8-17.5-101, et. seq., effective August 7, 2006, the Subrecipient shall meet the following requirements prior to signing this Agreement and for the duration thereof.

The Subrecipient shall comply with C.R.S. § 8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, applicable to this Agreement. By execution of this Agreement, the Subrecipient certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Subrecipient will participate in either the federal E-Verify Program (which is jointly administered by the U.S. Department of Homeland Security and the U.S. Social Security Administration) (the "E-Verify Program") or the Colorado Department of Labor and Employment, Employment Verification Program established pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department Program"), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

The Subrecipient shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a contractor that fails to certify to the Subrecipient that the contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Subrecipient hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

In accordance with the 2008 amendments to C.R.S. § 8-17.5-102(5)(c)(II), within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Agreement, the Subrecipient shall affirm to the County that the Subrecipient has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employees. The Subrecipient shall provide a written, notarized copy of the affirmation to the County. Such written, notarized affirmation shall identify each of the specific CDBG Subrecipient Agreement(s) on which such newly hired employee of the Subrecipient is performing, or will perform, work.

The Subrecipient shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

If the Subrecipient obtains actual knowledge that a contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Subrecipient shall:

1. Notify the contractor and the County within three (3) days that the Subrecipient has actual knowledge that the contractor is employing or contracting with an illegal alien; and
2. Terminate the contract with the contractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the contractor does not stop employing or contracting with the illegal alien; except that the Subrecipient shall not terminate the contract with the contractor if during such three (3) days the contractor provides information to establish that the contractor has not knowingly employed or contracted with an illegal alien.

If the Subrecipient violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Subrecipient shall be liable for actual and consequential damages to the County as required by law.

The County will notify the Office of the Secretary of State if the Subrecipient violates this provision of this Agreement and terminate the Agreement for such breach.

#### B. Restrictions on Public Benefits

The Subrecipient must verify and document the lawful presence of its end user beneficiary clients in accordance with the provisions of C.R.S. § 24-76.5-103 whenever its end user beneficiary client:

1. Is eighteen years of age or older; and
2. Is receiving a direct monetary benefit from CDBG funds allocated; and
3. Has submitted a written application to the Subrecipient to receive benefits that are funded in whole or in part by CDBG funds.

If the conditions above are met, and if none of the statutory exemptions apply, then in accordance with C.R.S. §§ 24-76.5-103(4)(a)(I) and 24-76.5(103)(4)(b), At the time of application the Subrecipient's end user beneficiary client receives benefits funded in whole or in part by CDBG Funds, the Subrecipient must require that the end user beneficiary both:

1. Produce a valid Identification Document as listed in the statute; and
2. Sign an Affidavit as required by the statute.

Each time the end user beneficiary produces the Identification Document and signs the Affidavit, the Subrecipient shall: (1) photocopy the Identification Document (2) retain the dated photocopy in its records; (3) retain the Affidavit in its records; and (4) make such records available for inspection by the County or HUD or any other governmental agency for a period of ten (10) years.

#### **4. Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

- A. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- C. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

#### **5. Grantee Recognition**

The Subrecipient shall ensure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### **6. Copyright**

If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

#### **7. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

#### **8. Other Program Requirements**

The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- A. The Subrecipient does not assume the County's environmental responsibilities described in Section 570.604; and
- B. The Subrecipient does not assume the County's responsibility for initiating the review process under Executive Order 12372.

### **SECTION 6: ENVIRONMENTAL**

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

County staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the County may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the County will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The County must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

#### **A. Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

#### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (17 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### **SECTION 7: HANDBOOK RECEIPT CERTIFICATION**

The Subrecipient certifies that it has received the HUD published "*Playing by the Rules- A Handbook for CDBG Subrecipients on Administrative Systems*" in either print or electronic format from the Grantee. The Subrecipient further certifies and agrees that it is the Subrecipient's obligation as a part of this Agreement to read and understand the Handbook. A copy of this document may be obtained at <http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm>.

### **SECTION 8: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **SECTION 9: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **SECTION 10: WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **SECTION 11: SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

## **SECTION 12: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

## **SECTION 13: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

## **SECTION 14: GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Illinois. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the Circuit Court of the Third Judicial Circuit, Madison County, Illinois, and, if necessary for exclusive federal questions, the United States District Court for the Southern District of Illinois.



# Designated Person Form

The Subrecipient may designate one person who will be the primary contact person regarding all aspects of the contract in addition to the chief executive officer of the local unit of government. This person should be the one who approves and/or reviews all invoices, requisitions, payrolls, etc. related to the project and completes all necessary progress reports and requests for payments. This person is responsible for all financial paperwork due to the County, such as w-9's and original invoices, or letters of reimbursement with invoices and cancelled checks.

Depending upon the type of contract selected, this person may be an official or employee of a governmental unit or of a firm or agency.

Participating Unit of Government: \_\_\_\_\_

Designated Person: \_\_\_\_\_

Designated Person Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Person/ Title Authorized to Make Said Designation: \_\_\_\_\_

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee:  
**Madison County, Illinois**

By \_\_\_\_\_  
MCCD Administrator

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

Attest:

\_\_\_\_\_  
Program Coordinator

Subrecipient:  
**{HIGHLAND PARKS AND RECREATION}**

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

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

Attest:

\_\_\_\_\_  
CLERK

Recipient Federal I. D. # \_\_\_\_\_ **N/A**

Recipient DUNS# \_\_\_\_\_ **N/A**

EEO Officer: \_\_\_\_\_ **N/A**

EEO Officer Signature: \_\_\_\_\_ **N/A**

Date: \_\_\_\_\_ **N/A**

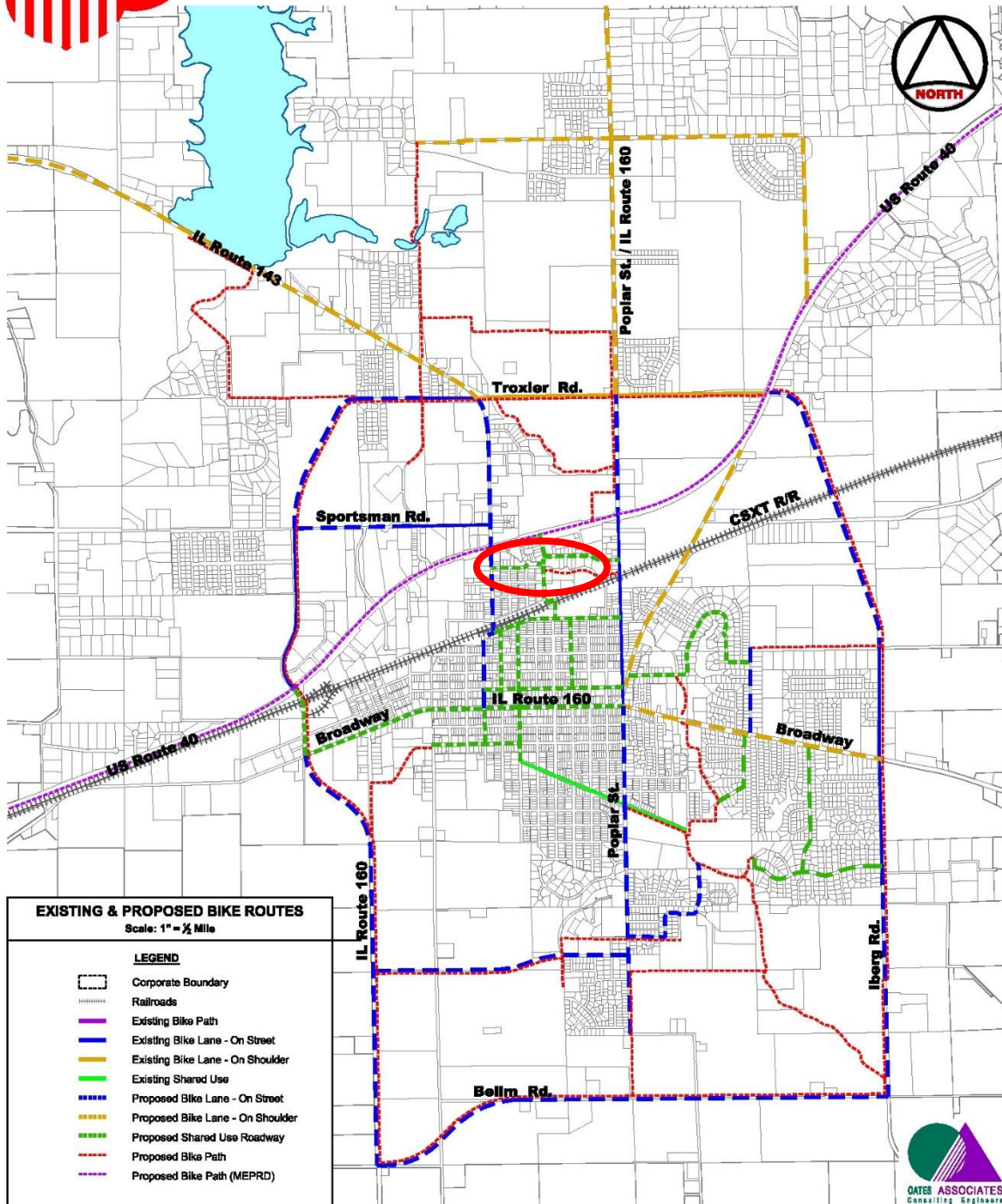
## Attachment H: Description of Future Plan

In 2011, the city of Highland created their Trail Master Plan; Sursee Trail System, named after Highland's sister city in Switzerland. The purpose for this plan was to provide a comprehensive plan for future administrations to be cognizant of opportunities for making Highland a more walkable/bikeable community when future improvements are made.

Because Highland is blessed with an ample number of parks, it was the goal at the time of creating this master plan to connect the parks to and from major thoroughfares, thus encouraging pedestrians to walk and/or bike throughout Highland.

Hoffman Park is identified on the master plan to eventually, when/if appropriate, to have a trail that traverses to it from Walnut Street to Poplar Street and avoiding streets.

See attached, indicated by the green line within red oval:



**EXISTING & PROPOSED BIKE ROUTES**



# HIGHLAND

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

To: City Manager, Chris Conrad  
From: Mark Rosen, Director of Parks & Recreation  
Date: August 2, 2022  
Subject: Metro-East Park and Recreation Grant

---

### Recommendation

I am recommending city council to approve a resolution for the Metro-East Park and Recreation Association Grant. This is an annual per-capita grant.

### Discussion

This grant will provide up to 40% of the total cost for the proposed new playground at Hoffman Park. Although the overall cost of the playground is \$156,728.17, I have already received a separate grant from Madison County.

### Fiscal Impact

I have budgeted \$20,000 for this project and anticipate the annual GameTime grant and fundraising to cover the final portion.

---

Recommended By: Mark Rosen, Director of Parks & Recreation

---

Approved By: Chris Conrad, City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CITY OWNED SURPLUS REAL ESTATE TO SCOTT KUHN AND STEVEN STEVENSON PURSUANT TO CONTRACT AS ATTACHED**

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 the authority, pursuant to 65 ILCS 5/2-2-12, to contract and be contracted with; and

WHEREAS, City has the authority to sell surplus real estate pursuant to 65 ILCS 5/11-76-2:

65 ILCS 5/11-76-2

Sec. 11-76-2. An ordinance directing a sale, or a lease of real estate for any term in excess of 20 years, shall specify the location of the real estate, the use thereof, and such conditions with respect to further use of the real estate as the corporate authorities may deem necessary and desirable to the public interest. Before the corporate authorities of a city or village make a sale, by virtue of such an ordinance, notice of the proposal to sell shall be published once each week for 3 successive weeks in a daily or weekly paper published in the city or village, or if there is none, then in some paper published in the county in which the city or village is located. The first publication shall be not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice shall contain an accurate description of the property, state the purpose for which it is used and at what meeting the bids will be considered and opened, and shall advertise for bids therefor. All such bids shall be opened only at a regular meeting of the corporate authorities. The corporate authorities may accept the high bid or any other bid determined to be in the best interest of the city or village by a vote of 3/4 of the corporate authorities then holding office, but by a majority vote of those holding office, they may reject any and all bids.

and;

WHEREAS, by a previously passed Ordinance, according to 65 ILCS 5/11-76-2, City declared City owned property surplus, more particularly described as:

**a. Address: 820 Mulberry Street, Highland, Illinois 62249**

**b. Parcel Numbers: 01-2-24-05-06-101-006; 01-2-24-05-06-101-007**

**c. Legal Descriptions: Original Town Lot 7 50 X 140; Original Town Lot 8 50 X 140**

(the "Property"); and

WHEREAS, City has determined the requirements of 65 ILCS 5/11-76-2 have been met as follows:

1. Location of the Property: disclosed herein;
2. Use of the Property: the Old Police Station is currently being used for storage by the City;
3. Further use of the Property: City requires purchaser to comply with all zoning and City Code requirements;
4. Notice of the sale of the Property: the Property was declared surplus by Ordinance No. 3194 and offered for sale by advertising in The Pioneer on June 15, June 22, and June 29, 2022. The first publication was not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice contained an accurate description of the property, stated the purpose for which it is used, and at what meeting the bids will be considered and opened;
5. Opening of the bids: the bid was opened at a regular meeting of the corporate authorities on July 18, 2022;

and

WHEREAS, according to 65 ILCS 5/11-76-2, City opened a bid from Scott Kuhn and Steven Stevenson at the July 18, 2022 City Council meeting in the amount of \$50,000.00, and a record was made of the receipt of the Bid to be reflected in the minutes; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$50,000.00 to Scott Kuhn and Steven Stevenson pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to complete the sale of the Property for \$50,000.00 to Scott Kuhn and Steven Stevenson.

**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, Illinois.

*Section 2.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$50,000.00 to Scott Kuhn and Steven Stevenson pursuant to the terms of the signed contract attached hereto as **Exhibit A**.

*Section 3.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to sell the Property for \$50,000.00 to Scott Kuhn and Steven Stevenson pursuant to the terms of the signed contract attached hereto as **Exhibit A**.

*Section 4.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the \_\_\_ day of \_\_\_\_\_, 2022, the vote being taken by ayes and noes and entered upon the legislative record 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

## COMMERCIAL REAL ESTATE SALES CONTRACT

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.**

**THIS REAL ESTATE SALES CONTRACT** ("Agreement") is made and entered into by and between CITY OF HIGHLAND, ILLINOIS, an Illinois municipal corporation ("Seller") and SCOTT KUHN & STEVEN STEVENSON ("Purchaser"), effective when signed by both parties, and when approved by the corporate authorities of the City of Highland, Illinois (the "Effective Date"):

- I.**     **Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as:
- a. Address: 820 Mulberry Street, Highland, Illinois 62249**
  - b. Parcel Numbers: 01-2-24-05-06-101-006; 01-2-24-05-06-101-007**
  - c. Legal Descriptions: Original Town Lot 7 50 X 140; Original Town Lot 8 50 X 140**

Hereinafter "Property." The Property shall not include the adjacent electric generators which remain the property of the City of Highland, Illinois.

- II.**     **Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, which shall be paid as follows:
- a. Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment in Section 3 below, by check or by wire transfer of funds.
- III.**     **Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:
- a. Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined in Subsection 3(b) below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.

- b. Release of Encumbrances. Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.
- c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

Purchaser shall be responsible to pay for the recording fee for the deed, Purchaser's attorney's fees, the customary escrow or closing fees charged by the Title Company, Purchaser's title insurance endorsements, if any, Purchaser's lender's policy of title insurance and any endorsements thereto, if any, Purchaser's tests and inspections, Purchaser's survey, the premium for Purchaser's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by Purchaser herein.

**IV. Items to be delivered to Purchaser.** After purchase of the Property, Seller shall deliver to Purchaser, in the form of photocopies of executed originals, any documents related to the Property that Seller is aware of and able to locate, but limited only to documents associated with the construction of the Property ("Seller Documents"). Purchaser acknowledges and agrees that Seller acquired and constructed the Property many years ago and, as a result, Seller may not be aware of the location or existence of some or all of the Seller Documents. Based on this information, Purchaser acknowledges and agrees that Seller will be deemed to have complied with this Section 4, if Seller provides to Purchaser the Seller Documents that are known to exist, if any, by Seller after purchase of the Property, and without any obligation or duty being imposed on

Seller to investigate or to confirm the accuracy or completeness of the Seller Documents.

**V.** **Investigation of the Property.** From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

Purchaser shall indemnify, protect, defend and hold harmless the Seller against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the Property or Seller's ownership therein in connection with Purchaser's entry upon the Property or Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser and Purchaser shall restore the Property to substantially the same condition as in which it existed prior to such Investigations. The Purchaser shall pay for all inspections and reports ordered by Purchaser, promptly; and shall not allow any liens to be filed against the Property. For purposes of Purchaser's indemnification of Seller described herein, the term "Purchaser" shall mean any agent, broker, contractor, employee, or representative of Purchaser. This provision shall survive Closing or other termination of this Agreement.

**VI.** **Contingencies.** In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the purchase provided for herein shall be subject to the fulfillment, of the following items by Purchaser on or before thirty (30) business days from execution of this contract and any and all required action(s) by City (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. **Title Commitment/Examination.** Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.
- b. **Physical Inspection.** Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.

- c. Survey. Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.
- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

**If Purchaser does not give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, then Purchaser's obligation under this Agreement shall be enforceable by Seller pursuant to the terms set forth herein.**

**If Purchaser does give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Seller fails to cure any one of the Contingencies on or before the expiration of the Contingency Date, this Agreement shall be terminated and be of no further force or effect, except for Purchaser's obligations and indemnity as stated herein.**

## **VII. Closing**

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place on or before October 3, 2022, or after all Contingencies are waived by Purchaser ("Closing Date"), in the offices of the Title Company. Seller and Purchaser may agree to an extension of the Closing date by written agreement.
- b. Purchaser waives any claim to contingencies or any right to the Contingency Date on the Closing Date as stated herein. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove all personal property that will be retained by Seller at that time. Seller and Purchaser may agree in writing to an extension of time for Seller to

remove personal property. In addition, Seller shall have the absolute right to retain and retrieve any property or documents deemed by Seller, at Seller's sole discretion, to be needed by the City of Highland and/or the Highland Police Department for Police or City purposes.

d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):

1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.
3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.
4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller and any Tenant under any lease being assumed by Purchaser satisfactory to Purchaser.

e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):

1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).
2. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.
3. Deed. Acknowledge and accept a copy of Seller's Special Warranty Deed with the Deed Restrictions attached thereto, conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.



4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.

**VIII. Notices**. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by telefax to the applicable telefax number followed with mailing by regular United States mail, addressed as follows:

If to Seller:                      City of Highland  
    Madison County, Illinois  
    Attention: Chris Conrad  
    City Manager  
    1115 Broadway  
    P.O. Box 218  
    Highland, Illinois 62249-0218  
    Telephone (618) 654-9891  
    Facsimile: (618) 654-4768

If to Purchaser:                      Scott Kuhn & Steven Stevenson  
    20194 Jamestown Road  
    Breese, IL 62230

**IX. Additional Covenants.**

- a. Brokerage. Seller and Purchaser each hereby represent and warrant to the other that neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless against and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

**X. AS IS.**

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST,

PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL



PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

**XI. Litigation.**

- a. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this agreement shall be brought in the Circuit Court in Madison County, Illinois.

**XII. Defaults and Remedies**

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.
- b. Default by Purchaser. In the event that Purchaser shall have failed to have timely performed any of Purchaser's Obligations, covenants, and/or agreements contained herein which are to be performed by Purchaser, then Seller, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

**XIII. Miscellaneous**

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. Purchaser Defined. The word "Purchaser" as used herein shall include all individuals, partnerships, limited liability companies, corporations, or any business entities of any kind affiliated with the purchase of the Property.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- f. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- g. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- h. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- i. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Seller shall give written notice to the Purchaser regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of Seller first providing notice to the Purchaser of the need to amend this Agreement to comply with the laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties

determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any Earnest Money shall be returned to Purchaser and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

**XIV. Acceptance of Contract.** Purchaser and Seller intend to execute this Agreement prior to Seller obtaining the approvals necessary to give force and effect to this Agreement. Seller represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Seller has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Seller prior to \_\_\_\_\_, this Agreement shall have no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

**SELLER:**

**City of Highland  
Madison County, Illinois  
1115 Broadway  
P.O. Box 218  
Highland, Illinois 62249-0218**

By: \_\_\_\_\_  
Christopher Conrad  
City Manager  
City of Highland, Illinois

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

**PURCHASER:**

**Scott Kuhn & Steven Stevenson  
20194 Jamestown Road  
Breese IL 62230**

By:   
  
\_\_\_\_\_  
Scott Kuhn & Steven Stevenson

Date: 7/25/2021

## From

Scott Kuhn & Steven Stevenson

20194 JAMESTOWN RD  
Breese Il 62230

# BID

## To

City of Highland

Customer address

**Bid #** 0000001

**Bid Date** 07/18/2022



Item	Description	Unit Price	Quantity	Amount
	820 Mulberry Street Highland IL	50000.00	1.00	50000.00

New Line

## Notes

old police station

**Subtotal** 50000.00

**Total** 50000.00

**Amount Paid** 0.00

**Bid** 50000.00

From

**BID**

Scott Kuhn & Steven Stevenson

20194 JAMESTOWN RD  
Breese Il 62230

To

City of Highland

Customer address

Bid # 0000001

Bid Date 07/18/2022

Item	Description	Quantity	Amount
------	-------------	----------	--------

▼	820 Mulberry Street H		50000.00
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New Line

Notes

old police station

**RECEIVED**  
 JUL 18 2022  
 BY: KK 1:00 PM

Bid 820 Mulberry St

	0.00
	0000.00
	0.00
	50000.00

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING REAL PROPERTY OF THE CITY OF HIGHLAND  
TO BE SOLD PURSUANT TO 65 ILCS 5/11-76-2, SPECIFICALLY 1808 OLIVE  
STREET**

**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 5/11-76-1 provides, in pertinent part:

Sec. 11-76-1. Any city or village incorporated under any general or special law which acquires or holds any real estate for any purpose whatsoever, . . . has the power to . . . convey the real estate when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the city or village. This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office, at any regular meeting or at any special meeting called for that purpose.

and

**WHEREAS**, by previously passed Ordinance, in July of 2021, City declared 1808 Olive Street, Highland, Illinois 62249 (“Property”) surplus, and authorized its sale under 65 ILCS 5/11-76-4.1, but no bids were received permitting City to sell the Property pursuant to the statutory requirements for 65 ILCS 5/11-76-4.1; and

**WHEREAS**, 65 ILCS 5/11-76-2 provides, in pertinent part:

Sec. 11-76-2. An ordinance directing a sale . . . of real estate . . . shall specify the location of the real estate, the use thereof, and such conditions with respect to further use of the real estate as the corporate authorities may deem necessary and desirable to the public interest. Before the corporate authorities of a city or village make a sale, by virtue of such an ordinance, notice of the proposal to sell shall be published once each week for 3 successive weeks in a daily or weekly paper published in the city or village, or if there is none, then in some paper published in the county in which the city or village is located. The first publication shall be not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice shall contain an accurate description of the property, state the purpose for which it is used and at what meeting the bids will be considered and opened, and shall advertise for bids therefor. All such bids shall be opened only at a regular meeting of the corporate authorities. The corporate authorities may accept the high bid or any other bid determined to be in the best interest of the city or village by a vote of 3/4 of the corporate authorities then holding office, but by a majority vote of those holding office, they may reject any and all bids. The consideration for such a sale may include but need not be limited to the provision of off-street parking facilities by the purchaser, which parking facilities may be made part of the municipal parking system. Such consideration also may include the provision of other public facilities by the purchaser.

The corporate authorities may provide by ordinance for the procedure to be followed in securing bids for the sale or lease of the subject property.

and

**WHEREAS**, the Property is more specifically described as follows:

1. PPN# 01-2-24-05-16-403-028;
2. Address: 1808 Olive Street, Highland, IL 62249;
3. Legal Description: Zolk Suppiger Arduesers Add Lot 8 50 X 141;

and

**WHEREAS**, the City previously determined by Ordinance the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City to retain, and should be declared surplus and sold; and

**WHEREAS**, City has determined to surplus and sell the Property pursuant to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, and discloses the following:

1. Description of the Property:
  - a. PPN# 01-2-24-05-16-403-028
  - b. Address: 1808 Olive Street, Highland, IL 62249
  - c. Legal Description: Zolk Suppiger Arduesers Add Lot 8 50 X 141
2. Use of the Property: not being used currently; the property is a vacant lot in a residential neighborhood;
3. Publication: Pioneer Newspaper:
  - a. On or about August 3, 2022
  - b. On or about August 10, 2022;
  - c. On or about August 17, 2022;
4. Bids opened at City Council Meeting on September 5, 2022, beginning at 7:00 PM;
5. Sealed bids to be accepted at Highland City Hall up to and including 4:00 PM on September 5, 2022, to be hand delivered to the Clerk or her designee. It will be the responsibility of the bidder to confirm the timely receipt of the bid. City shall not be responsible for the submission of any bids unless they are hand-delivered to the Clerk or her designee in a sealed bid;
6. The City Council may accept the high bid or any other bid determined to be in the best interest of the City by a vote of  $\frac{3}{4}$  of the corporate authorities then holding office, but by a majority of those holding office, they may reject any and all bids;



and

**WHEREAS**, City has determined it to be in the best interest of public health, safety, general welfare, and economic welfare to sell the Property according to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2; and

**WHEREAS**, the City Manager and/or Mayor is authorized and directed to execute any document necessary to sell the Property according to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2.

**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.* City has determined the Property shall be sold according to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2.

*Section 3.* City provides the following notice according to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2:

1. Description of the Property:
  - a. PPN# 01-2-24-05-16-403-028
  - b. Address: 1808 Olive Street, Highland, IL 62249
  - c. Legal Description: Zolk Suppiger Arduesers Add Lot 8 50 X 141
2. Use of the Property: not being used currently; the property is a vacant lot in a residential neighborhood;
3. Publication: Pioneer Newspaper:
  - a. On or about August 3, 2022
  - b. On or about August 10, 2022;
  - c. On or about August 17, 2022;
4. Bids opened at City Council Meeting on September 5, 2022, beginning at 7:00 PM;
5. Sealed bids to be accepted at Highland City Hall up to and including 4:00 PM on September 5, 2022, to be hand delivered to the Clerk or her designee. It will be the responsibility of the bidder to confirm the timely receipt of the bid. City shall not be responsible for the submission of any bids unless they are hand-delivered to the Clerk or her designee in a sealed bid;
6. The City Council may accept the high bid or any other bid determined to be in the best interest of the City by a vote of  $\frac{3}{4}$  of the corporate authorities then holding office, but by a majority of those holding office, they may reject any and all bids;

*Section 4.* 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 and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the \_\_\_ day of \_\_\_\_\_, 2022, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

---

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

ATTEST:

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



# City of Highland

July 18, 2022

To: Chris Conrad, City Manager

From: Breann Vazquez, Director of Community Development

RE: Sale of 1808 Olive Street

I recommend that the City of Highland authorize the sale of 1808 Olive Street pursuant to 65 ILCS 5/11-76-2.

The home on this property was demolished in October 2020 due to being structurally compromised and causing a public safety hazard. Heirs of the estate deeded the property to the City in May 2021. The City has maintained the property to date.

The City declared this property as surplus and authorized it to be sold according to 65 ILCS 5/11-76-4.1 in July 2021 and did not receive any bids. At the time, the City could accept no less than 80% of the appraised value. The appraised value was \$12,500. This method of sale allows the City Council to award the sale to the highest bidder or any other bid determined to be in the best interest of the City.

The City will publish the sale in the Pioneer Newspaper on or about August 3, 10, & 17<sup>th</sup>. Bids will be opened at the Council meeting on September 5<sup>th</sup>.



Check No.	Vendor/Employee	Transaction Description	Date	Amount
<b>Fund: 001 General Fund</b>				
<b>Department: 000 Balance Sheet Accounts</b>				
9614	Highland's Tru Buy	COFFEE, NAPKINS, COMET, DAWN, MIRCUBUN, FEBREEZE, MR CLEAN, PUFFS	07/18/2022	230.72
9634	AMAZON CAPITAL SERVICES	2 QTY COFFEE TIRRERS 5 QTY CD/DVD SLEEVES 3 QTY DVD-R DISC 1 CDR	07/29/2022	123.44
9754	TRIPACK, INC.	Supplies for Central Purchasing	07/29/2022	1,942.56
<b>Total for Department: 000 Balance Sheet Accounts</b>				<b>2,296.72</b>
<b>Department: 011 General Admin</b>				
9612	Aramark Uniform Services	RUG SERVICE	07/18/2022	62.31
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	406.67
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	23.66
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	35.76
9634	AMAZON CAPITAL SERVICES	1 QTY CUSTOM SELF INKING STAMP - UP TO 3 LINES	07/29/2022	9.97
9645	Broadway Battery & Tire	2014 SILVERADO OIL CHANGE, PATCH RIGHT FRONT TIRE, 2 X WIPERS	07/29/2022	157.42
9652	City Utilities	UTILITIES - CITY HALL	07/29/2022	1,014.88
9653	CIVICPLUS	MUNICODE ADMINISTRATIVE SUPPORT FEE	07/29/2022	5,300.00
9656	COMPUSTITCH SCREEN PRINT	1 QTY BLACK HAT WITH CITY LOGO, 2 QTY BLACK ST55XL KEVIN HEMANN	07/29/2022	72.59
9678	FRONTIER	GENERAL ALARM	07/29/2022	47.21
9685	Highland Chamber Of Commerce	BUSINESS PARTNER EMPLOYEES MEMBERSHIP DUES/ADD- ONS	07/29/2022	527.00
9686	Highland Communication Services	HCS SERVICES - HACSM	07/29/2022	51.95
9702	LOYET-ARCHITECTS	CITY OF HIGHLAND CITY HALL REVISIONS JOB #2246	07/29/2022	1,610.00
9704	Mastercard	PIER 290 WILLIAMS BAY WI	07/29/2022	2,719.83
9751	Third Millennium Assoc Inc	Utility Bill Printing Service	07/29/2022	197.40
9762	Voegele Photography Studio	1 QTY COPY MCCAIN PIC, QTY 2 8X10 PRINTS, 2 QTY 11X14 FRAM & MATT	07/29/2022	659.46
9764	Watts Copy Systems Inc	COPIER/LEASE USAGE - LANAS COPIER	07/29/2022	62.12
<b>Total for Department: 011 General Admin</b>				<b>12,958.23</b>
<b>Department: 012 Police Dept</b>				
9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	102.70
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	740.36
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	38.92
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	16.99
9634	AMAZON CAPITAL SERVICES	1 QTY VIZ-PRO DOUBLE SIDED MARGNETIC MOBILE WHITEBOARD	07/29/2022	297.73
9635	Ameren Illinois	Utilities	07/29/2022	119.36
9638	AXON ENTERPRISE, INC.	TASER CARTRIDGES 36	07/29/2022	1,139.04
9652	City Utilities	Utilities	07/29/2022	1,813.07
9658	Constellation NewEnergy Gas Divi	GAS SERVICE	07/29/2022	4.29
9673	Everlasting Etch	POLICE DEPT PLAQUE FOR EMPLOYEE AWARD	07/29/2022	14.00
9682	GLOBAL TECHNICAL SYSTEM	SPARE BATTERY FOR KENWOOD RADIO	07/29/2022	125.00
9695	ILLINOIS HOMICIDE INVESTIG	IL Homicide Conf oct 11-13 22 bland, brines clewis	07/29/2022	750.00
9696	Illinois State Police	Cost Center 06489 S-Merkle B-Merkle	07/29/2022	56.50
9701	LOU FUSZ FORD OF HIGHLANI	CAR 4 WATER PUMP REPLACED	07/29/2022	2,313.99
9704	Mastercard	REFUND FROM TRAINING FOR STEINBECK	07/29/2022	1,137.59
9712	Motorola Solutions, Inc	VIDEO EQUIP FOR IN CAR SYSTEMS	07/29/2022	250.00
9724	PIASECKI POLYGRAPH, LLC	POLICE NEW HIRES THOLE AND SEBASTIAN	07/29/2022	400.00
9727	Ray O'Herron Co Inc	BASE SHIRT AND PATCHES	07/29/2022	131.32
9728	RCS Construction Inc	PSB STRIPING NEW PARKING LOT	07/29/2022	1,500.00
9730	Reding Tire & Battery Inc	CAR 3 OIL CHANGE	07/29/2022	61.90
9732	ROBERT (BOB) SANDERS WAS	PD RECYCLING SERVICE	07/29/2022	22.50
9735	Secretary Of State, License Renewa	STICKER RENEWAL BLK 2013 FORD EXPLORER	07/29/2022	151.00
9741	Splish Splash Auto Bath LLC	POLICE DEPT CAR WASHES	07/29/2022	122.50
9748	The Kwik Konnection Printing Inc	PUBLIC NOTICE FOR SALE OF 820 MULBERRY ST	07/29/2022	1,956.00
9749	The Mail Box Store	Return Taser	07/29/2022	20.76
<b>Total for Department: 012 Police Dept</b>				<b>13,285.52</b>
<b>Department: 013 Building &amp; Zoning</b>				
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	201.67
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	167.00
9635	Ameren Illinois	GAS CHARGE	07/29/2022	12.97
9651	City Of Highland	UTILITY CHARGES	07/29/2022	314.89
9678	FRONTIER	COMMUNICATION CHARGE	07/29/2022	39.69
9704	Mastercard	TAPESTRY CHARGES	07/29/2022	40.93
9748	The Kwik Konnection Printing Inc	LEGAL- PLANNING & ZONING	07/29/2022	435.00
<b>Total for Department: 013 Building &amp; Zoning</b>				<b>1,212.15</b>
<b>Department: 014 Fire Dept</b>				
9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	11.94
9615	HSMS Medical Group Inc	DRUG SCREEN, 5 PANEL RAPID, PHYSICAL - MICHAEL HOFFER	07/19/2022	85.00
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	232.70

9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	1,146.60
9635	Ameren Illinois	Utilities	07/29/2022	21.30
9652	City Utilities	Utilities	07/29/2022	433.48
9658	Constellation NewEnergy Gas Divi:	GAS SERVICE	07/29/2022	4.29
9659	CONWAY SHIELD INC	3 QTY TFLK1 TEAM EQUIPMENT FLIR L1 TIC-TFLK1	07/29/2022	1,650.00
9670	EMERGENCY SERVICES MARK	ONE YEAR TELEPHONE CALL COST	07/29/2022	810.00
9673	Everlasting Etch	25 QTY WHITE PRINTS BLACK DUET SIGNAGE 1/16',ACCOUNTABILITY TAGS	07/29/2022	31.25
9690	Huels Oil Co	JUNE DIESEL FUEL	07/29/2022	399.63
9704	Mastercard	2 QTY EC6M-KW4A SIX UNIT CHARGER	07/29/2022	1,467.44
9715	MUNICIPAL EMERGENCY SER	12 QTY PERFORMANCE S/S POLO DARK NAVY SIZE XL	07/29/2022	1,593.50
9736	SENTINEL EMERGENCY SOLU	1 QTY 6 IN PATRIOT (CARVED) EAGLE, 1044/1010 / S&H	07/29/2022	2,492.23
9738	SIGNS & DESIGNS BY RONNIE	EMERGENCY VEHICLE LETTERD HPS BOAT, REMOVE OLD DECALS	07/29/2022	250.00
9771	Zobrist Electric Inc	MATERIAL AND LABOR TO UPGRADE WIRE FOR NEW CASCADE SYSTEM	07/29/2022	350.00

Total for Department: 014 Fire Dept 10,979.36

Department: 017 Streets / PW Admin

9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	17.08
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	244.08
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	623.60
9630	Abacus Professional Services	Professional Land Surveying services for 1913 Cypress	07/29/2022	721.69
9631	ADR HIGHLAND, INC.	Oxygen 125 OX 125	07/29/2022	38.00
9635	Ameren Illinois		07/29/2022	57.76
9637	Aviston Lumber Company	2x8-14 #1 SYP - Northview Project	07/29/2022	204.70
9652	City Utilities	Utilities	07/29/2022	1,305.46
9665	Dr. Wood Trees & Landscape	15 HR TREE WORK ON WALNUT, 1 HR LRG STUMP REMOVALL 12TH&PESTALOZ	07/29/2022	2,250.00
9681	W Joseph Gillespie III	TUITION REIMBURSEMENT ART 101 ART APPRECIATION 01/22 - 06/22	07/29/2022	140.09
9690	Huels Oil Co	DHS-RPEM-OFF ROAD DIESEL	07/29/2022	4,289.95
9700	LEWIS BRISBOIS BISGAARD &	CITY OF HIGHLAND V JASON METTLER ET AL FILE NO: 15386-3	07/29/2022	8,907.50
9704	Mastercard	Bandanas BBQ for Lunch/Awards for PW divisions 6/15/22.	07/29/2022	143.60
9705	McKay Auto Parts Inc	Terra - Cair.	07/29/2022	29.18
9714	Mug A Bug	55 Gal. Mosquito Spray	07/29/2022	2,645.40
9718	Nu Way Concrete Forms Troy LLC	Concrete Curling Compound	07/29/2022	202.50

Total for Department: 017 Streets / PW Admin 21,820.59

Total for Fund:001 General Fund 62,552.57

Fund: 007 Community Development Fund

Department: 007 Community Development

9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	51.23
9660	CORE DISTINCTION GROUP, LI	LODGING STUDY & PROFORMA	07/29/2022	6,250.00
9674	FAUST CONSTRUCTION	100 CRESCENT VIEW LANE - SINGLE FAMILY HOME INCENTIVE PAYMENT	07/29/2022	4,000.00
9704	Mastercard	IDC MEETING 07/06/22	07/29/2022	90.99
9711	Moran Economic Development LL	DISCOVERY EZ PUBLICHEARING-ENTERPRISE ZONE ASSIT, MILEAGE,PRINT	07/29/2022	7,969.11

Total for Department: 007 Community Development 18,361.33

Total for Fund:007 Community Development Fund 18,361.33

Fund: 008 Motor Fuel Tax Fund

Department: 008 Motor Fuel Tax

9650	Christ Bros Inc	N50 Surface - LEB	07/29/2022	1,727.62
9718	Nu Way Concrete Forms Troy LLC	Rebar	07/29/2022	260.00

Total for Department: 008 Motor Fuel Tax 1,987.62

Total for Fund:008 Motor Fuel Tax Fund 1,987.62

Fund: 009 Parks & Rec Fund

Department: 009 Korte Rec Center

9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	57.23
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	431.73
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	24.48
9635	Ameren Illinois	Gas bill for KRC	07/29/2022	254.61
9644	Amy Broadfield	Partial refund for party. Did not get full room & pool time.	07/29/2022	100.00
9649	Chemco Industries, Inc.	Orange solv cleaner	07/29/2022	390.57
9651	City Of Highland	KRC	07/29/2022	8,470.35
9658	Constellation NewEnergy Gas Divi:	GAS SERVICE	07/29/2022	554.51
9661	Nichole Crosby	Refund for auto debit membership. Moved away and still charged	07/29/2022	310.42
9662	Dairy Queen	May and June Cake payments	07/29/2022	768.00
9664	Direct Fitness Solutions	Maint. on fitness equipment	07/29/2022	299.04
9667	Eastern Data Secure Solutions	Cards and inks for membership card printer	07/29/2022	260.58
9668	ECOLAB	Hand sanitizer	07/29/2022	345.52
9671	Energy Wise	repairs to RTU	07/29/2022	1,431.00
9672	Essepreis Plumbing & Htg	Installed a new sink in pump room	07/29/2022	1,008.77
9677	Shai Foster	Refund for membership. requested cancellation "a while ago"	07/29/2022	255.33
9678	FRONTIER	KRC phone bill	07/29/2022	164.75
9687	Highland Pool & Spa Inc	drain cap and pump filter	07/29/2022	133.90
9688	Hillyard St Louis Inc	cleaning supplies	07/29/2022	678.83
9704	Mastercard	SMK*SURVEYMONKEY.COM	07/29/2022	1,343.75
9720	Orkin Exterminating	KRC monthly pest control bill	07/29/2022	82.09
9732	ROBERT (BOB) SANDERS WAS	KRC RECYCLING SERVICE	07/29/2022	15.00

9763	Watts Copy Systems Inc.	KRC printer monthly payment	07/29/2022	53.46
			Total for Department: 009 Korte Rec Center	17,433.92
Department: 016 Parks & Recreation				
9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	158.77
9613	JOSH GILBERT	JOSH GILBERT MUSIC- PERFORMNER THURSDAY NIGHT 07/21/22	07/18/2022	1,600.00
9614	Highland's Tru Buy	SENIOR DAY	07/18/2022	176.20
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	328.10
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	782.53
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	2,125.48
9628	Jeremy Wright	LIVE MUSIC PERFORMER AT SQUARE 08/04/22	07/28/2022	200.00
9634	AMAZON CAPITAL SERVICES	1 QTY BLINK XT/XT2 CAMERA MOUNT 360 DEGREE ADJUSTABLE	07/29/2022	145.83
9635	Ameren Illinois	Gas bill for Senior Center	07/29/2022	64.58
9641	Barton Electric Inc	Replace and fix wires and electrical damage out at Wirz field	07/29/2022	6,308.00
9645	Broadway Battery & Tire	Maint on 2005 Silverado	07/29/2022	612.43
9647	CDW G Inc	1 QTY DELL 3250 I7-1165G7 256/8 W10P	07/29/2022	-1,085.37
9648	Steven Ceriotti	Performance at PB and J	07/29/2022	345.00
9651	City Of Highland	KRC sprinklers	07/29/2022	11,038.96
9658	Constellation NewEnergy Gas Divi	GAS SERVICE	07/29/2022	4.29
9672	Essenpreis Plumbing & Htg	Dewinterized quarterback club restrooms	07/29/2022	910.36
9675	Jennifer Ferry	PB and J performance	07/29/2022	400.00
9678	FRONTIER	WCC phone bill	07/29/2022	47.21
9679	St. Clair Service Company	FS Turf Turf supplies	07/29/2022	795.00
9680	Gelly Excavating & Construction In	Silver Lake Sustainability Grant	07/29/2022	7,894.00
9690	Huels Oil Co	JUNE DIESEL FUEL	07/29/2022	1,258.47
9703	Mascoutah Equipment Co., INC.	Repairs for Kubota	07/29/2022	711.31
9704	Mastercard	Unlimited cloud video storage for Brad's camera's	07/29/2022	1,222.50
9705	McKay Auto Parts Inc	dump truck maint parts	07/29/2022	49.87
9708	Midwest Mulch & Compost	Mulch for trees. Garden club gave a check to reimburse	07/29/2022	145.00
9713	MTI Distributing, Inc.	spring tine replacement	07/29/2022	183.05
9718	Nu Way Concrete Forms Troy LLC	new saw blade	07/29/2022	182.00
9719	O'Reilly Automotive Inc.	Ryan's dump truck maint supplies	07/29/2022	841.31
9725	R P Lumber Co Inc	select appereance wood	07/29/2022	186.40
9731	RIGHT WAY TRAFFIC CONTROL	senior center white vinyl	07/29/2022	160.00
9743	SUMNER ONE, INC.	WCC printer	07/29/2022	56.00
9750	The Pump Shop	Installed new controls and conduit for square fountain	07/29/2022	3,590.23
9755	Derek Twesten	Performance for PB and J	07/29/2022	400.00
9759	Vandalia Bus Lines Inc	Paying remainder owed for Hermann, MO trip	07/29/2022	1,022.50
9768	Woodcrest Small Engine	speedfeed 400 head	07/29/2022	75.98
9769	Jeremy Wright	performance on the square	07/29/2022	200.00
			Total for Department: 016 Parks & Recreation	43,135.99

Department: 503 Swimming Pool Fund

9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	60.12
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	1,042.78
9639	Andrea Barnett	outdoor party rental cancellation refund	07/29/2022	150.00
9651	City Of Highland	HCP	07/29/2022	1,014.43
9654	Sarah Cline	Refund for outdoor pool rental	07/29/2022	150.00
9704	Mastercard	WATER SAFETY INSTRUCTOR-BL	07/29/2022	440.00
9723	Pepsi	HCP concession supplies	07/29/2022	815.46
9726	DEVIN RANDALL	refund for swim lessons	07/29/2022	40.00
9742	Brian Stoff	Refund for swim lessons	07/29/2022	40.00
9744	Switzer Food and Supplies	HCP concession supplies	07/29/2022	285.56
			Total for Department: 503 Swimming Pool Fund	4,038.35

Department: 715 Cemetery Fund

9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	153.28
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	39.54
9651	City Of Highland	Cemetery	07/29/2022	71.56
9718	Nu Way Concrete Forms Troy LLC	nail stakes	07/29/2022	237.50
9729	Red E Mix LLC	Cemetery washed sand	07/29/2022	3,537.00
			Total for Department: 715 Cemetery Fund	4,038.88

Total for Fund:009 Parks & Rec Fund 68,647.14

Fund: 101 Electric Fund

Department: 000 Balance Sheet Accounts

ACH PAID	IMEA	JUNE PURCHASE POWER	07/19/2022	-58,172.34
ACH PAID	SPRINGBROOK SOFTWARE LL	ACH SERVICES FOR JUNE 2022	07/16/2022	667.62
9619	MADISON COUNTY COMMUNI	Refund Check 022365-000	07/21/2022	424.24
9620	MADISON COUNTY COMMUNI	Refund Check 015861-001	07/21/2022	624.18
9621	Madison County Community Devel	Refund Check 012270-001	07/21/2022	15.78
9622	Madison County Community Devel	Refund Check 021630-000	07/21/2022	73.45
9623	JOHN MARK SETAR	Refund Check 019688-000	07/21/2022	430.98

Total for Department: 000 Balance Sheet Accounts -55,936.09

Department: 101 Electric Admin

9612	Aramark Uniform Services	RUG SERVICE	07/18/2022	237.04
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	202.06

9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	104.22
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	12.79
9635	Ameren Illinois	GAS CHARGE	07/29/2022	25.93
9651	City Of Highland	UTILITY CHARGES	07/29/2022	734.74
9698	ltron Inc	SOFTWARE MAINTENANCE AND OTHER	07/29/2022	464.27
9700	LEWIS BRISBOIS BISGAARD &	CITY OF HIGHLAND 0 LABOR AND EMPLOYMENT FILE NO: 15386-2	07/29/2022	777.75
9732	ROBERT (BOB) SANDERS WAS	ELECTRIC RECYCLING SERVICE	07/29/2022	15.00
9751	Third Millennium Assoc Inc	Utility Bill Printing Services	07/29/2022	888.30
9752	Transworld Systems Inc	JUNE COLLECTION AGENCY DUES	07/29/2022	12.49

Total for Department: 101 Electric Admin 3,474.59

Department: 102 Electric Production

ACH PAID	IMEA	JUNE PURCHASE POWER	07/19/2022	1,018,431.87
9612	Aranark Uniform Services	JUNE UNIFORM AND RUG SERVICE	07/18/2022	306.67
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	64.06
9635	Ameren Illinois	GAS CHARGE	07/29/2022	51.17
9651	City Of Highland	UTILITY CHARGES	07/29/2022	4,991.88
9672	Essenpreis Plumbing & Htg	FOR OUTDOOR WATER SPICKET BY CAT BUILDING	07/29/2022	51.27
9690	Huels Oil Co	DHS-RPEM-OFF ROAD DIESEL	07/29/2022	37,203.85
9704	Mastercard	LUNCH FOR POWER PLANT WHEN GENERATING THROUGH LUNCHTIME	07/29/2022	633.53
9768	Woodcrest Small Engine	PARTS FOR POWER PLANT	07/29/2022	8.98

Total for Department: 102 Electric Production 1,061,743.28

Department: 104 Electric Distribution

9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	39.88
9614	Highland's Tru Buy	GROCERY ELECTRIC DEPT	07/18/2022	280.67
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	237.68
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	12.72
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	204.90
9633	Altec Industries Inc	TRK 30 INSPECTION	07/29/2022	5,534.11
9634	AMAZON CAPITAL SERVICES	REMOOTIO 2 WIFI AND BLUETOOTH SMART GARAGE DOOR OPENER	07/29/2022	119.00
9635	Ameren Illinois	OPTIONAL LIGHTING CHARGE	07/29/2022	34.92
9636	ANIXTER, INC.	REPAIR OF CRIMPER	07/29/2022	695.84
9676	Fletcher Reinhardt Company	PGMS-4072- Guy Markers 8" Profile	07/29/2022	383.25
9690	Huels Oil Co	JUNE DIESEL FUEL	07/29/2022	4,042.34
9704	Mastercard	GENES BOOTS	07/29/2022	1,036.42
9705	McKay Auto Parts Inc	BATTERY FOR OLD DODGE	07/29/2022	96.99
9725	R P Lumber Co Inc	OUTLET COVER FOR NEW TEMP BOX	07/29/2022	4.39
9753	Trendy Tees & More LLC	EMBROIDERED JESSIE SHIRTS	07/29/2022	30.00

Total for Department: 104 Electric Distribution 12,753.11

Total for Fund:101 Electric Fund 1,022,034.89

Fund: 111 FTTP Fund

Department: 111

ACH PAID	ILLINOIS DEPT OF REVENUE	JUNE RT-2 TELECOMMUNICATIONS TAX RETURN	07/27/2022	2,990.01
ACH PAID	USAC BILLING & DISBURSEME	SUPPORT MECHANISM CHARGES	07/27/2022	1,024.35
9612	Aramark Uniform Services	RUG SERVICE	07/18/2022	117.22
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	329.06
9629	4 IMPRINT	set up charge	07/29/2022	283.37
9637	Aviston Lumber Company	1 QTY 1X2-36' GRADE STAKE (24/BDL)	07/29/2022	31.99
9640	BARNETT PEST SOLUTIONS	BI-MONTHLY COMMERCIAL PEST SERVICE - HCS	07/29/2022	50.00
9642	Better Newspapers Inc	COMMERCIAL PRINT JOB - COLOR STICKEY NOTES	07/29/2022	91.65
9646	CALIX INC.	SHIPPING & HANDLING	07/29/2022	20,007.24
9647	CDW G Inc	3 QTY CISCO SG250 26PT GIG SWITCH	07/29/2022	1,122.33
9657	COMSTAR SUPPLY INC	REMAINDER OF FREIGHT OWED	07/29/2022	7,362.97
9658	Constellation NewEnergy Gas Divi	GAS SERVICE	07/29/2022	2.58
9666	Drive Social Media	SOCIAL MEDIA MONTHLY SERVICE	07/29/2022	1,800.00
9669	ELLIOTT DATA SYSTEMS INC.	ACCESS MANAGER READER, DEVICE,DOOR CONTROLLER, WALL MOUNT KEYPAI	07/29/2022	5,024.00
9683	GREAT LAKES DATA SYSTEMS	WINVOIP SOFTWARE SUPPORT	07/29/2022	1,350.00
9690	Huels Oil Co	JUNE DIESEL FUEL	07/29/2022	132.89
9697	ILLINOIS TELECOMMUNICATI	LOCAL EXCHANGE CARRIER & NTERCONNECTED VOIP & WIRELESS PROVIDER	07/29/2022	15.64
9699	KGP Logistics Inc	40' SMF-28 U Bend Simplex Indoor/Outdoor 4.8mm 444401UR43F040F	07/29/2022	490.04
9700	LEWIS BRISBOIS BISGAARD &	CITY OF HIGHLAND 0 LABOR AND EMPLOYMENT FILE NO: 15386-2	07/29/2022	777.75
9704	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION (5 IMAGES)	07/29/2022	6,086.28
9706	MEREDITH CORPORATION	JUNE VIDEO CONTENT FEE KMOV-CBS	07/29/2022	7,287.84
9710	Missouri Network Alliance LLC	VIDEO CONTENT FEE	07/29/2022	18,174.42
9734	SCHMITT'S TROY GARAGE DO	1 PR COMMERCIAL SENSORS, TRACK REPAIR, SERVICE CALL	07/29/2022	375.00
9737	Showtime Networks Inc	JUNE VIDEO CONTENT FEE	07/29/2022	126.09
9739	SINCLAIR TELEVISION GROUP	JUNE SUBSCRIBER COUNTS	07/29/2022	5,979.36
9740	SNI / SI Networks LLC Inc	JUNE VIDEO CONTENT FEE	07/29/2022	80.33
9747	TELIA CARRIER	FCC REGULATORY FEE (WIRELINE)	07/29/2022	5,723.96
9748	The Kwik Konnection Printing Inc	06/22/22 - 3 COL X 3.5 ' AD W/COLOR (STOP WAITING)	07/29/2022	105.00
9760	Vantage Point Solutions, Inc	A1.0 (GC) GENERAL CONSULTING	07/29/2022	1,495.00
9761	VIVICAST MEDIA, LLC	VIDEO CONTENT FEE JULY	07/29/2022	53,697.71
9764	Watts Copy Systems Inc	COPIER/LEASE USAGE - LANAS COPIER	07/29/2022	62.13
9767	Wilke Truck Service, Inc.	CM16 CHIPS	07/29/2022	318.99
9770	Duane E. Zobrist	JULY SIGN RENTAL - RT 40 BY AVISTON LUMBER	07/29/2022	100.00

Total for Department: 111 142,615.20

Total for Fund:111 FTTP Fund 142,615.20

## Fund: 201 Water Fund

## Department: 000 Balance Sheet Accounts

9620	MADISON COUNTY COMMUNI	Refund Check 015861-001	07/21/2022	8.57
9623	JOHN MARK SETAR	Refund Check 019688-000	07/21/2022	91.00

Total for Department: 000 Balance Sheet Accounts 99.57

## Department: 201 Water Admin

9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	51.23
9634	AMAZON CAPITAL SERVICES	QTY 1 HP 67 BLACK/TRI-COLOR INK	07/29/2022	22.89
9635	Ameren Illinois	GAS CHARGE	07/29/2022	12.96
9681	W Joseph Gillespie III	TUITION REIMBURSEMENT ART 101 ART APPRECIATION 01/22 - 06/22	07/29/2022	140.08
9698	Itron Inc	SOFTWARE MAINTENANCE AND OTHER	07/29/2022	232.14
9704	Mastercard	Bandanas BBQ for Lunch/Awards for PW divisions 6/15/22.	07/29/2022	143.60
9732	ROBERT (BOB) SANDERS WAS	PW RECYCLING SERVICE	07/29/2022	7.50
9751	Third Millennium Assoc Inc	Utility Bill Printing Service	07/29/2022	296.09

Total for Department: 201 Water Admin 906.49

## Department: 202 Water Production

9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	94.37
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	93.14
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	37.42
9652	City Utilities	Utilities	07/29/2022	16,480.67
9658	Constellation NewEnergy Gas Divi:	GAS SERVICE	07/29/2022	25.75
9684	Hawkins Inc	Chlorine gas	07/29/2022	1,742.00
9691	Hydro-Kinetics Corporation	Actuator - Valve 904	07/29/2022	9,336.00
9693	Illinois Electric Inc	Spare motor for Booster Station.	07/29/2022	1,800.00
9694	Illinois Environmental Protection A	FY 2023 billing - Domestic Sewage July 1, 2022 - June 30, 2023	07/29/2022	500.00
9722	Pace Analytical Services Inc	Fluoride by probe	07/29/2022	645.27
9725	R P Lumber Co Inc	4x8x16 and 8x8x16 Solid Concrete Blocks	07/29/2022	19.92
9756	USA Blue Book	Lab Supplies - WTP	07/29/2022	223.46
9757	USALCO	Poly-Aluminum Chloride	07/29/2022	17,378.90
9758	Utility Service Co Inc	1,000,000 GST Ground Storage Tank - Quarterly	07/29/2022	22,841.00

Total for Department: 202 Water Production 71,217.90

## Department: 203 Water Distribution

9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	382.37
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	144.45
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	353.79
9631	ADR HIGHLAND, INC.	Oxygen 80 0x80	07/29/2022	39.55
9634	AMAZON CAPITAL SERVICES	1 QTY CRAFTSMAN 20V MAX CORDLESS FAN	07/29/2022	29.35
9652	City Utilities	Utilities	07/29/2022	416.85
9655	Coe Equipment Inc	Repair Sonetics Headsets	07/29/2022	250.00
9690	Huels Oil Co	JUNE DIESEL FUEL	07/29/2022	1,054.71
9707	Midwest Meter Inc.	34" x 7 1/2" M-35 Meter Base, M-25 Gal HRE-LCD w/ Itron Conn.	07/29/2022	1,740.00
9717	Northtown Auto & Tractor	1 QTY GREASE CAP PLUG (TRACTRAIL)	07/29/2022	19.66
9733	Torre Rutz	RENEWAL CDL LICENSE - TORRE RUTZ	07/29/2022	30.68
9745	Travis Tebbe	REIMBUREMENT PER CONTRACT CLEAR&TENTED SAFTY GLASSES	07/29/2022	100.00

Total for Department: 203 Water Distribution 4,561.41

Total for Fund:201 Water Fund 76,785.37

## Fund: 301 Sewer Fund

## Department: 000 Balance Sheet Accounts

9620	MADISON COUNTY COMMUNI	Refund Check 015861-001	07/21/2022	8.60
9623	JOHN MARK SETAR	Refund Check 019688-000	07/21/2022	93.12

Total for Department: 000 Balance Sheet Accounts 101.72

## Department: 301 Sewer Admin

9614	Highland's Tru Buy	PEANUT BUTTER, WATER, POTATO CHIPS, SOUR CREAM ONION DIP	07/18/2022	41.22
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	5.98
9634	AMAZON CAPITAL SERVICES	QTY 1 HP 67 BLACK/TRI-COLOR INK	07/29/2022	22.89
9635	Ameren Illinois	GAS CHARGE	07/29/2022	92.94
9652	City Utilities	Utilities	07/29/2022	313.69
9658	Constellation NewEnergy Gas Divi:	GAS SERVICE	07/29/2022	9.44
9681	W Joseph Gillespie III	TUITION REIMBURSEMENT ART 101 ART APPRECIATION 01/22 - 06/22	07/29/2022	140.08
9698	Itron Inc	SOFTWARE MAINTENANCE AND OTHER	07/29/2022	232.14
9704	Mastercard	Bandanas BBQ for Lunch/Awards for PW divisions 6/15/22.	07/29/2022	143.60
9751	Third Millennium Assoc Inc	Utility Bill Printing Service	07/29/2022	296.10

Total for Department: 301 Sewer Admin 1,298.08

## Department: 303 Sewer Collection

9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	382.39
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	30.03
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	191.71
9631	ADR HIGHLAND, INC.	Oxygen 80 0x80	07/29/2022	39.55



9634	AMAZON CAPITAL SERVICES	1 QTY CRAFTSMAN 20V MAX CORDLESS FAN	07/29/2022	29.35
9652	City Utilities	Utilities	07/29/2022	416.86
9655	Coe Equipment Inc	Repair Sonetics Headsets	07/29/2022	250.00
9690	Huels Oil Co	JUNE DIESEL FUEL	07/29/2022	1,054.72
9709	Midwest Municipal Supply Inc	8x4" & 8x6" SDR-2 Tee-Wye GxG	07/29/2022	239.58
9717	Northtown Auto & Tractor	Oil 5W20- Synthetic, Oil Filter	07/29/2022	19.65
9733	Torre Rutz	RENEWAL CDL LICENSE - TORRE RUTZ	07/29/2022	30.67
9745	Travis Tebbe	REIMBUREMENT PER CONTRACT CLEAR&TENTED SAFTY GLASSES	07/29/2022	100.00

Total for Department: 303 Sewer Collection 2,784.51

Department: 304 Water Reclamation Facility

9611	ADR, INC	RANDYS TRUCK #6 TOWED FROM TROY TO HIGHLAND	07/18/2022	355.00
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	123.25
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	39.82
9618	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	07/20/2022	63.16
9652	City Utilities	Utilities	07/29/2022	10,841.05
9684	Hawkins Inc	Chlorine Cylinder Rentals	07/29/2022	40.00
9689	HOUSE OF TOOLS & ENGINEER	Atlas Copco Air Compressor 8K Hour Service - 2 Units	07/29/2022	4,654.44
9690	Huels Oil Co	DHS-RPEM-OFF ROAD DIESEL	07/29/2022	1,107.48
9694	Illinois Environmental Protection A	FY 2023 billing -Domestic Sewage & Sludge Gen.: 7/1/22 - 6/30/23	07/29/2022	17,500.00
9716	Daniel Neier	PRESCRIPTION SAFETY GLASSES - DAN NEIER	07/29/2022	365.97
9746	Teklab Inc	Sludge - WRF	07/29/2022	3,717.30
9767	Wilke Truck Service, Inc.	3/4" Clean	07/29/2022	588.05

Total for Department: 304 Water Reclamation Facility 39,395.52

Department: 305 WRF Pretreatment

9652	City Utilities	Utilities	07/29/2022	22.34
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Total for Department: 305 WRF Pretreatment 22.34

Total for Fund:301 Sewer Fund 43,602.17

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

9610	Ace Hardware	ACE OPERATING SUPPLIES	07/18/2022	11.99
9615	HSMS Medical Group Inc	DRIG SCREEN, CHAIN OF CUSTODY, PHYSICAL - ANTHONY DANNIBLE	07/19/2022	194.00
9616	Verizon Wireless - State	VERIZON WIRELESS CHARGES	07/19/2022	260.87
9617	WALMART COMMUNITY/ CAP	WAL-MART OPERATING SUPPLIES	07/19/2022	185.54
9631	ADR HIGHLAND, INC.	TOW FROM THE FRONT, REMOVE DRIVE LINE,RUN TOW LIGHTS	07/29/2022	375.00
9632	Airgas USA,LLC	OXYGEN	07/29/2022	137.18
9635	Ameren Illinois	Utilities	07/29/2022	25.56
9643	Bound Tree Medical, LLC	EMS SUPPLIES	07/29/2022	1,442.19
9645	Broadway Battery & Tire	1 RPWFE EMS	07/29/2022	49.19
9652	City Utilities	Utilities	07/29/2022	520.18
9663	DATATRONICS, INC	1 QTY SERV CALL ALERT RECEIVER PICKING UP NOISE 2.5 HRS LABOR	07/29/2022	282.50
9673	Everlasting Etch	1 QTY BLACK 6X8 PLAQUE WITH SUBLIMATION PLATE	07/29/2022	14.85
9682	GLOBAL TECHNICAL SYSTEMS	8 QTY KENWOOD VHF ANT HELICAL(148-162), 4 QTY KENWOOD SPEAKERMIC	07/29/2022	734.80
9690	Huels Oil Co	55 X QTY DEFD-DIESEL EXHAUST FLUID 55 GAL GAL DR	07/29/2022	5,910.66
9704	Mastercard	HILTON CLEARWATER FL- ANNUAL INC BILLING - TIM RUSTEBERG	07/29/2022	2,113.38
9721	MARY ORLET	AMBULANCE REFUND MARY ORLET	07/29/2022	72.42
9765	WAYSTAR	MONTHLY MANAGEMENT FEE RENITTANCE ADVICE ACCESS FEE	07/29/2022	143.55
9766	WEBER GRANITE CITY FORD	LMTN/REPAIRS TO UNIT #1543	07/29/2022	213.21
9772	Zoll Data Systems Inc	HOSTED BILLING PRO -3 YEAR (PER TRANSACTION) 08/01/22 - 08/31/22	07/29/2022	262.12

Total for Department: 401 Ambulance Fund 12,949.19

Total for Fund:401 Ambulance Fund 12,949.19

Fund: 702 Police Pension Fund

Department: 702 Police Pension Fd

9692	ILLINOIS DEPT OF INSURANCE STATE PENSION FUNDS COMPLIANE FEE		07/29/2022	3,096.30
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Total for Department: 702 Police Pension Fd 3,096.30

Total for Fund:702 Police Pension Fund 3,096.30

Fund: 713 Solid Waste Fund

Department: 000 Balance Sheet Accounts

9623	JOHN MARK SETAR	Refund Check 019688-000	07/21/2022	37.69
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Total for Department: 000 Balance Sheet Accounts 37.69

Department: 713 Solid Waste Fund

9732	ROBERT (BOB) SANDERS WAS	COMMERCIAL & RESIDENTIAL TRASH SERVICES	07/29/2022	145,653.00
9751	Third Millennium Assoc Inc	Utility Bill Printing Service	07/29/2022	296.10

Total for Department: 713 Solid Waste Fund 145,949.10

Total for Fund:713 Solid Waste Fund 145,986.79

Grand Total

\$ 1,598,618.57

Accepted by City Council August 1, 2022

Mayor:

Clerk:

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