

# **COAL CITY VILLAGE BOARD MEETING**

**WEDNESDAY  
SEPTEMBER 13, 2023  
7:00 P.M.**

## **AGENDA**

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes August 22, 2023
4. Approval of Warrant List
5. Public Comment
6. Ordinance 23-22 Variance for Shed  
500 E. Batista Drive

7. Ordinance 23-23  
Variance for Additional Fence  
290 N. Irving
8. Authorize Mayor to enter into an Intergovernmental Grant Agreement  
between the Illinois Emergency Management Agency and Office of  
Homeland Security (BRIC Generator Project)
9. Special Event Application for the Homecoming Parade at 2:30pm on  
October 6, 2023
10. Community Service Award Winner Selection
11. Report of Mayor
12. Report of Trustees  
S. Beach  
B. Mincey  
T. Bradley  
P. Noffsinger  
D. Greggain  
D. Togliatti
13. Report of Village Clerk
14. Report of Village Attorney
15. Report of Village Engineer
16. Report of Chief of Police
17. Report of Village Administrator
18. Adjourn

Coal City Village Hall  
515 S Broadway, Coal City, Illinois 60416

## MEMO

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** September 13, 2023

**RE: GRANTING A VARIANCE AT 500 E. BATISTA FOR THE PLACEMENT  
OF A SHED WITHIN THE CORNER SIDE YARD**

Robert & Erika Thomas, who own the residence at the northeast corner of Richards and Batista, would like to accommodate the placement of a shed within their corner side yard. The current petitioners are new home owners and did not realize the existing fence at their home was allowed due to a variance requested by the previous homeowners. This fence provided the petitioners with the belief it would be feasible for the shed to be located in its current position. The shed has proper setbacks from the other adjacent residence and has lots of setback from the westerly boundary alongside the sidewalk, but its location is within the corner side yard because it is the first home on the block.

This variance was considered at the August 21, 2023 Meeting, but the matter was held because there was not enough time to get this item onto the upcoming Board of Trustees Meeting Agenda. The majority of Zoning Board of Appeals members positively recommended granting this variance request.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting a Variance to Allow the Placement of a Shed within the Corner Side Yard at 500 E. Batista.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Robert and Erika Thomas

Address: 500 E Battista Drive Phone number: 779-717-2385

Owner represented by: Self ☒ Attorney ☐

Contract purchaser \_\_\_\_\_ Other agent \_\_\_\_\_

Agents name \_\_\_\_\_ Phone number: \_\_\_\_\_

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

Existing zoning: RS-2 Use of surrounding properties: North RS-2 South RS-2

East RS-2 West Unincorporated

What zoning change or variance: (specify) Variance to allow a shed  
Within the corner side yard

To allow what use Storage

Tax number of subject property: 09-02-380-010

Common address of property: 500 E Battista

Parcel dimensions: 90 X 120 Lot area (sq. ft.) 10,800 sq ft

Street frontage 120 ft OF Richards, 90 ft OF Battista

Legal description Richards Crossing Subdivision Phase 1 Lot  
S7 Section 2-32-8

In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

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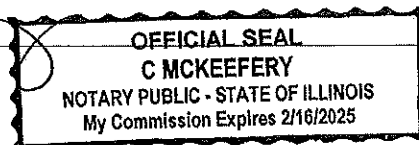
I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Erika Thomas, being first duly sworn, on oath deposes and says,  
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 18 day of July, 20 23.

C. McKeefery  
Notary Public (Seal)



Signature of Owner Erika Thomas

\*\*\*\*\*

You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached. \_\_\_\_\_

#### FOR OFFICE USE ONLY

Case number	<u>2A-368</u>	Location of hearing
Filing date	<u>7-18-23</u>	Village Hall
Hearing date	<u>8-21-23</u>	515 South Broadway
Filing fee	<u>\$ 100</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

Robert & Erika Thomas  
500 E. Battista



1. **Special Circumstances Not Found Elsewhere**  
-This property as well as others in the immediate area have abnormally large corner side yards leaving little space for accessory structures in the rear yards.
2. **Not Resulting from Applicant Action**  
-N/A
3. **Unnecessary Hardship**  
-The location of the west lot line forces the primary structure further east as the west lot line does not start at the east edge of the sidewalk on Richards. This reduces the area of the rear yard and increases the area of the corner side yard.
4. **Preserves Rights Conferred by the District**  
-Other houses in this neighborhood, including this house, have already received variances for their corner side yards.
5. **Necessary for Use of the Property**  
-The homeowner would like to utilize this space for a shed to block the vision of the neighbor's yard where the neighbor's fence tapers down.
6. **Consistency with the Local Area and Comprehensive Plan**  
-This shed will not affect the vision triangle. A variance would not affect the use of neighboring properties as most other corner properties within this neighborhood have already received variances for their corner side yards.
7. **Minimum Variance Recommended**  
This shed will only need a single variance for it to be allowed within the corner sideyard. It meets all other setbacks otherwise and it is anchored to a concrete pad.

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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A SHED WITHIN THE CORNER SIDE YARD OF 500 E. BATISTA IN  
THE VILLAGE OF COAL CITY**

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DAVID SPESIA, President  
ALEXIS STONE, Village Clerk

SARAH BEACH  
TIM BRADLEY  
DAN GREGGAIN  
BILL MINCEY  
PAMELA NOFFSINGER  
DAVID TOGLIATTI  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on \_\_\_\_\_, 2023

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A SHED WITHIN THE CORNER SIDE YARD OF 500 E. BATISTA IN  
THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Sections 156.161 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Robert and Erika Thomas (“applicant”) on July 18, 2023 for the placement of a shed within the corner side yard; and

**WHEREAS**, Section 156.161 states, “Accessory uses may be located in...required yards...”;  
and

**WHEREAS**, a public hearing was noticed and duly held on August 21, 2023; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on August 21, 2023, and considered passage of the variance request to the Board of Trustees; and

**WHEREAS**, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

**WHEREAS**, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

**Section 1.**     Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2.**     Findings of Fact. The Board of Trustees find as follows:

- A. **Special Circumstances Not Found Elsewhere.** The property is a corner lot and has a great deal of the open recreational area of the property contained within the corner side yard unlike a majority of the residential lots within the area.
- B. **Unnecessary Hardship.** Being unable to utilize such a large portion of the residential lot for this purpose lessens the recreational space available causing an unnecessary hardship since the shed would be contained within the yard in which a fence was previously approved.



- C. **Preserves Rights Conferred by the District.** The shed shall be built and sized within the maximum allowable square footage.
- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential and vision safety within the adjacent intersection shall be maintained.
- E. **Minimum Variance Recommended.** The petitioner has requested a variance consistent with other corner side yards considered previously within the residential subdivision in which sheds and fences have been constructed.

**Section 3.** Description of the Property. The property is located at 500 E. Batista in the Village of Coal City within an RS-2 District.

**Section 4.** Public Hearing. A public hearing was advertised on August 2, 2023 in the Coal City Courant and held by the Planning and Zoning Board on August 21, 2023, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

**Section 5.** Variances. The variation requested in the July 18, 2023 Variance Application to the Zoning Code is granted to allow a variance in conjunction with Section 156.161 is hereby granted to allow the placement of a shed as described by the applicant, to be installed within the corner side yard

**Section 6.** Conditions. The variance granted herein is contingent and subject to its construction occurring in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

**Section 7.** Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION  
OF A SHED WITHIN THE CORNER SIDE YARD OF 500 E. BATISTA IN THE VILLAGE OF COAL  
CITY**

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**Section 8.**      Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

**Section 9.**      Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
David Spesia, President

Attest:

\_\_\_\_\_  
Alexis Stone, Clerk

## MEMO

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** September 13, 2023

**RE: GRANTING A VARIANCE FOR THE PLACEMENT OF A FENCE  
WITHIN THE CORNER SIDE YARD AT 290 N. IRVING**

The petitioner, Chad White, would like to fence in the corner side yard along Third Street. The petitioner would like to construct a fence parallel to Third Street, which would add the side yard the full depth of the residence on the lot. Due to its setback from the intersection, this will not cause any disturbance of the vision triangle at that corner.

The Zoning Board of Appeals met at its last meeting to consider this matter. A majority of those in attendance positively supported its adoption (the one nay wished for a minimal setback of 2-3 feet rather than the fence be constructed on the northerly boundary of the residential property).

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting a Variance to Allow the placement of a matching fence within the corner side yard at 290 N. Irving.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Chad White

Address: 290 N Irving St Phone number: 815 931 1873

Owner represented by: Self ☒ Attorney ☐

~~Contract purchaser~~ ☐ ~~Other agent~~ ☐

~~Agents name~~ ☐ ~~Phone number:~~ ☐

~~Address:~~ ☐

Existing zoning: RS-2 Use of surrounding properties: North RS-2 South RS-2

East RS-3 West RS-2

What zoning change or variance: (specify) ~~XXXX~~ A variance to allow a fence  
within the corner side yard

To allow what use Extension of existing fence

Tax number of subject property: 06-35-354-005

Common address of property: 290 N Irving St

Parcel dimensions: 104 x 88 Lot area (sq. ft.) 9152

Street frontage 104 OF N Irving and 88 OF E 3<sup>rd</sup> St

Legal description See plat

In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

\*\*\*\*\*

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Chad A. White, being first duly sworn, on oath deposes and says,  
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 7 day of August, 20 23.

C. McKeefery  
Notary Public (Seal)



Signature of Owner  
Chad A. White

\*\*\*\*\*


You may attach additional pages, if needed, to support the documentation of application.

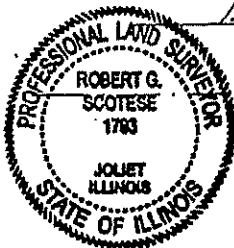
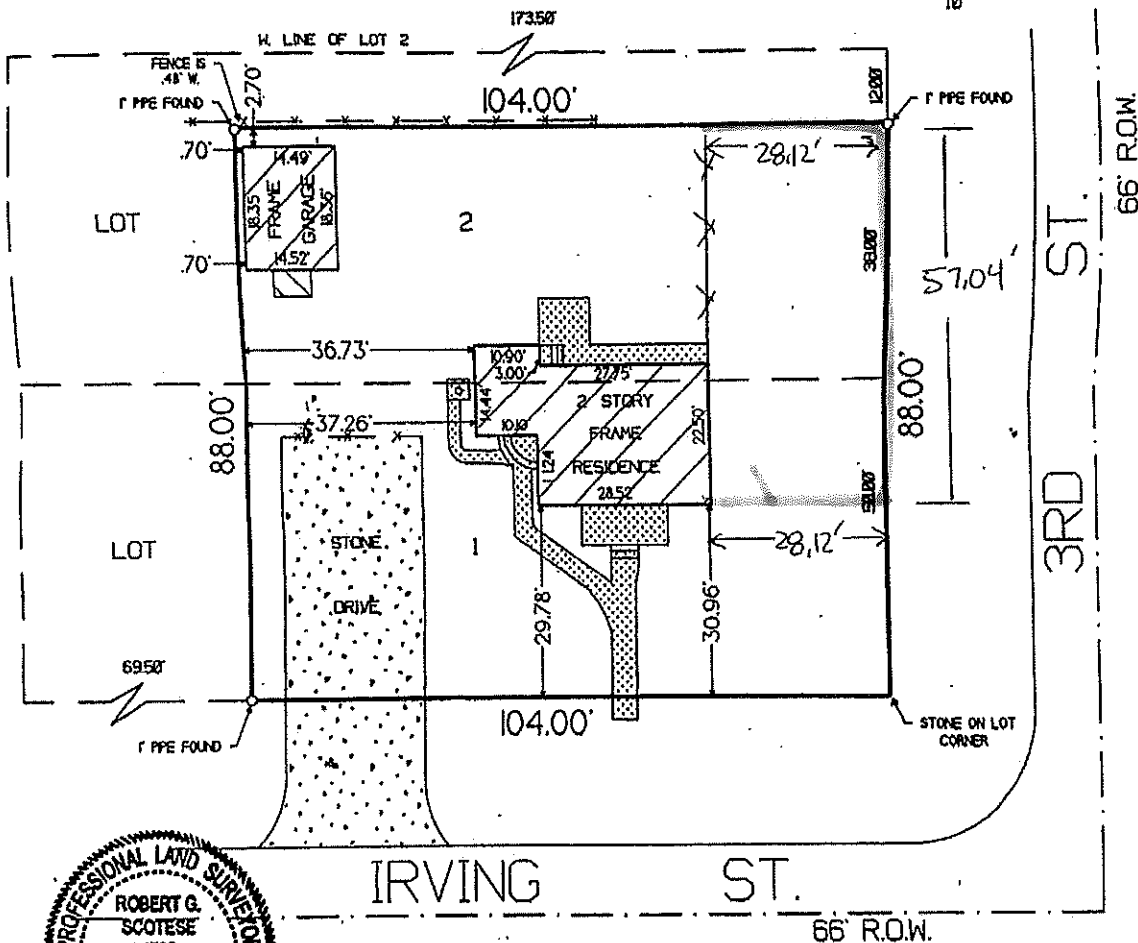
Please note the number of pages attached. 1

#### FOR OFFICE USE ONLY

Case number	<u>2A-369</u>	Location of hearing
Filing date	<u>8-7-23</u>	Village Hall
Hearing date	<u>9-5-23</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

THAT PART OF LOTS 1 AND 2 IN BLOCK 11 OF THE PLAT OF SUFFERN, BEING SAMUEL SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 33, IN TOWNSHIP 33 NORTH, AND IN RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO WITH COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST 88 FEET, THENCE SOUTH 104 FEET, THENCE EAST 88 FEET, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 104 FEET TO THE POINT OF BEGINNING, MORUNDY COUNTY, ILLINOIS.

SCALE: 



DESIGN FIRM NO. 184-0023779  
CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR  
EASEMENT RESTRICTIONS NOT SHOWN ON FLAT OF SURVEY,  
COMPARE POINTS BEFORE BUILDING.

ILLINOIS LAND SURVEYOR NO. 1793  
EXPIRES 11-30-2004

**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 290 N. IRVING IN  
THE VILLAGE OF COAL CITY**

---

DAVID SPESIA, President  
ALEXIS STONE, Village Clerk

SARAH BEACH  
TIM BRADLEY  
DAN GREGGAIN  
BILL MINCEY  
PAMELA M. NOFFSINGER  
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Village Trustees

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on \_\_\_\_\_, 2023

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 290 N. IRVING IN  
THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Chad White (“applicant”) on August 7, 2023 for the placement of a vinyl picket fence; and

**WHEREAS**, Section 156.171(a)(2) states, “Fences shall be permitted in the rear or interior side yard...”; and

**WHEREAS**, a public hearing was noticed and duly held on September 5, 2023; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on September 5, 2023, and considered passage of the variance request to the Board of Trustees; and

**WHEREAS**, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

**WHEREAS**, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

**Section 1.**     Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2.**     Findings of Fact. The Board of Trustees find as follows concerning the Variance for 290 N Irving:

- A. **Special Circumstances Not Found Elsewhere.** The petitioner’s yard is located within a fully developed neighborhood that has a great deal of setback from the edge of road in addition to the required side yard setback.
- B. **Preserves Rights Conferred by the District.** The capability to receive this variance shall allow the petitioner to utilize their property in the manner as provided by other residents who can utilize the entirety of their rear yard inclusive of interior side yards..



- C. **Consistency with the Local Area and Comprehensive Plan.** This variance is consistent with the land use in residential districts described within the comprehensive plan.
- D. **Minimum Variance Recommended.** The requested variance is the minimum footage required which shall match the existing decorative fence in height and materials.

**Section 3.** Description of the Property. The property is located at 290 N. Irving in the Village of Coal City within an RS-2 District.

**Section 4.** Public Hearing. A public hearing was advertised on August 16, 2023 in the Coal City Courant and held by the Planning and Zoning Board on September 5, 2023, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

**Section 5.** Variances. The variations requested in the August 8, 2023 Variance Application to the Zoning Code is granted to allow a 0' setback within the corner side yard for the construction of a matching 4' high vinyl white picket fence to be placed alongside the north side of the residence.

**Section 6.** Conditions. The variance granted herein is contingent and subject to the following conditions its construction being consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

**Section 7.** Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A  
FENCE WITHIN THE CORNER SIDE YARD OF 290 N. IRVING IN THE VILLAGE OF COAL CITY**

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**Section 8.**     Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

**Section 9.**     Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at Coal City,  
Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
David A. Spesia, President

Attest:

\_\_\_\_\_  
Alexis Stone, Clerk

## **MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** September 13, 2023

**RE: FEMA BRIC GRANT PARTICIPATION**

As has been discussed, the Village after continuous filing over the past three phases of consideration, was able to get approved by the Federal Emergency Management Agency (FEMA) for its backup generator to be utilized at the to-be-expanded Water Treatment Plant. This grant maxes out at the original grant request for funding at \$245,101. Anything over this amount, which is currently estimated at \$198,649 for a total cost of \$443,750 will be the responsibility of the village.

Although this has been discussed and the Village Board pledged its match as recently as December of 2022, this grant offers the opportunity for the Board to approve the action by which the village shall receive funding and must complete the project. This was included within the improvements to be made within the water treatment expansion project, but receiving these funds shall assist with allowing the village to borrow a bit less for the total construction (which is financed IEPA long-term debt).

**Recommendation:**

Authorize Mayor Sepsia to enter into the grant agreement concerning the FEMA BRIC grant to complete the water treatment plant backup generator acquisition and construction.

**RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS**  
**FOR FEMA BRIC GRANT APPLICATION FOR**  
**WATER TREATMENT PLANT GENERATOR PROJECT**

WHEREAS, the Village of Coal City, Illinois is applying to the Federal Emergency Management Agency (FEMA) for Building Resilient Infrastructure and Communities (BRIC) grant funds to install a generator and ancillary components at the water treatment plant so the Village can continue to provide potable water to the community during a power outage event.

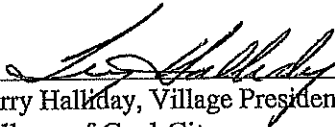
WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Illinois, and

WHEREAS, criteria of FEMA BRIC are such that financial participation by the grantee is required in conjunction with BRIC funds.

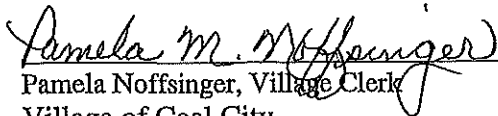
NOW, THEREFORE, BE IT RESOLVED as follows:

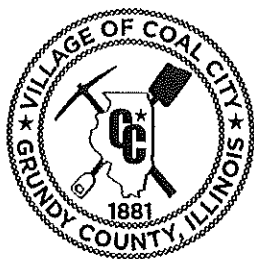
- 1) that the Village of Coal City apply for a grant under the terms and conditions of the State of Illinois and FEMA and shall enter into and agree to the understandings and assurances contained in said application.
- 2) that the Village of Coal City has identified this mitigation strategy in the Community Risk Assessment to; install a generator and ancillary components at the water treatment plant as identified in the 2020 Grundy County Natural Hazard Mitigation Plan, adopted on December 9, 2020 by the Village of Coal City.
- 2) that the Village of Coal City President and Village of Coal City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Village of Coal City President and Village of Coal City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant,
- 4) that the Village of Coal City does hereby commit funds for use in conjunction with an updated FEMA BRIC Grant (identified as EMC-2021-BR-062-0025), such funds to equal 30% of the estimated total project cost of \$426,000 or \$127,800. The funds will come from the Village of Coal City Capital Fund.

Passed this 14 day of December, 2022

  
\_\_\_\_\_  
Terry Halliday, Village President  
Village of Coal City

ATTEST:

  
\_\_\_\_\_  
Pamela Noffsinger, Village Clerk  
Village of Coal City



## VILLAGE OF COAL CITY

Terry J. Halliday  
*President*

Pamela M. Noffsinger  
*Village Clerk*

Ross Bradley  
Tim Bradley

*Village Trustees*  
Sarah Beach  
Dave Togliatti

David Spesia  
Dan Greggain

May 5, 2023

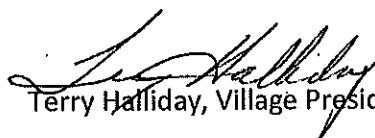
Sam Al-Basha  
State Hazard Mitigation Officer  
Illinois Emergency Management Agency  
1035 Outer Park  
Springfield, IL 62704-4462

*RE: Village of Coal City Water Treatment Plant Generator Project Non-Federal Share*

Dear State Hazard Mitigation Officer Al-Basha,

The Village of Coal City is increasing the Village's non-federal share for this project to \$198,649 to match the requested FEMA funds of \$245,101.

Sincerely,

  
Terry Halliday, Village President



**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND OFFICE OF HOMELAND SECURITY  
AND  
Village of Coal City**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency Illinois Emergency Management Agency and Office of Homeland Security (Grantor) and **Village of Coal City, IL** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

Agreement No. «LEGEND»

**PART TWO** – Grantor-Specific Terms

**PART THREE** – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

**ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND OFFICE OF HOMELAND SECURITY**

**Village of Coal City**

By: \_\_\_\_\_

Alicia Tate-Nadeau, Director

By: \_\_\_\_\_

Signature of Designee

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Designee

By: \_\_\_\_\_

Signature of Authorized Representative

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

Printed Name: David Spesia

Printed Title: Village President

E-mail: dspesia@coalcity-il.com

By: \_\_\_\_\_

Signature of Second Grantor Approver, if applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Grantor Approver

By: Shug Grosenbach

Signature of Second Grantee Approver, if applicable

Date: 9-5-2023

Printed Name: Shug Grosenbach

Printed Title: Office Manager, NCICG

Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_

Signature of Third Grantor Approver, if applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Third Grantor Approver

## **PART ONE – THE UNIFORM TERMS**

### **ARTICLE I DEFINITIONS**

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

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

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

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

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

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

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

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

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

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

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

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

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

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



**Agreement No. «LEGEND»**

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

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

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

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

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

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

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

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

## ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on Date of Execution and expires on August 24, 2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$ 443,750, of which \$ 245,101 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

1.1. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE):

The Grantee shall receive an amount not to exceed «Amount» under this Agreement.

Such reimbursement by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement.

1.2. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NA, the federal awarding agency is Federal Emergency Management Agency, and the Federal Award date is June 6, 2023. If applicable, the Assistance Listing Program Title is Building Resilient Infrastructure and Communities Grant Program and Assistance Listing Number is 97.047. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0451 and the CSFA Name is Building Resilient Infrastructure and Communities Grant Program. If applicable, the State Award Identification Number (SAIN) is 451-43111.

## ARTICLE II GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and FJV4K2CB38G7 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that 36-6005836 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is a governmental unit

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

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

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

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

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful

manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

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

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that

performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

### ARTICLE III PAYMENT REQUIREMENTS

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

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

3.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.

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

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

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

3.7. Interest.

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

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

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

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

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

#### ARTICLE IV SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

4.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).

4.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

4.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

#### ARTICLE V BUDGET

5.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

5.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

5.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

#### ARTICLE VI ALLOWABLE COSTS

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

6.2. Indirect Cost Rate Submission.

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

Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

6.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

6.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2



CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

6.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

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

## ARTICLE VII LOBBYING

7.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

## ARTICLE VIII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

8.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

8.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

8.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

## ARTICLE IX FINANCIAL REPORTING REQUIREMENTS

9.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

9.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

9.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE X PERFORMANCE REPORTING REQUIREMENTS

10.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE, 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE, 2 CFR 200.329.

10.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

10.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XI AUDIT REQUIREMENTS

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

11.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

11.3. Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

11.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

11.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

11.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XII TERMINATION; SUSPENSION; NON-COMPLIANCE

### 12.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 3.1;

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

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

12.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 3.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

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

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

12.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

12.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIII  
SUBCONTRACTS/SUBAWARDS**

13.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

13.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

13.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XIV  
NOTICE OF CHANGE**

14.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

14.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

14.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

14.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XV  
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

15.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license



related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

#### ARTICLE XVI CONFLICT OF INTEREST

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

16.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

16.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 16.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

#### ARTICLE XVII EQUIPMENT OR PROPERTY

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

17.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

17.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

17.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

17.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

#### ARTICLE XVIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

18.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

#### ARTICLE XIX INSURANCE

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

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

## **ARTICLE XX LAWSUITS AND INDEMNIFICATION**

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

20.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## **ARTICLE XXI MISCELLANEOUS**

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

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

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

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

21.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

21.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

21.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

21.10. Precedence.

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

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

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

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

21.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are

***Agreement No. «LEGEND»***

considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

21.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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## EXHIBIT A

## PROJECT DESCRIPTION

The Grantor has been awarded a grant, EMC-2021-BR-062, from the Federal Emergency Management Agency (FEMA) in accordance with the Building Resilient Infrastructure and Communities [BRIC] Grant Program. As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation planning program is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally-recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events. The purpose of this grant is to reimburse Grantee for costs to complete the Village of Coal City Water Treatment Plant Project is to install a Generator to mitigate the loss of potable water when power is down. Village of Coal City submitted under EMC – 2021-BR-062 BRIC Grant Program, Sub Application number EMC-2021-BR-062-0025.

## Scope of Work

The Village of Coal City (population 5,705), located in east central portion of Grundy County, will install a generator at the Village's Water Treatment Plant so as to avoid loss of water service to residents with there is a power failure of the feed coming into the plant and well #6 on the same site.

The water treatment plant is on the north end the Village on N Broadway Street. This project will allow the Village to provide continuous water service to the residents of the Village of Coal City and the Village of Carbon Hill (population 372) which purchases water from Coal City.

This project will include the installation of a natural gas 320 kW (approximately) generator on a concrete pad and ancillary components for the Village's water treatment plant at 830 North Broadway and for well #6 on the same site. The site disturbance is minimal and will include the preparation of a concrete pad, along with minimal trenching of power and gas lines associated with the project.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the approved scope of work in the EMC-2021-BR-062-0025 BRIC Sub Application.

The Grantee is to provide:

- invoices to document the installation of items consistent with the approved budget lines
- site Photos after completion of the project.
- site Maps after completion of the project.
- signed Statement of Completion on Village of Coal City Letter Head.
- other items as requested by the IEMA-OHS Project Manager.

EXHIBIT C

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

**GRANTOR CONTACT**

Name: Sam Al-Basha  
Title: State Hazard Mitigation Officer  
Address: 1035 Outer Park Drive, Springfield, IL, 62704  
  
Phone: 217-785-9942  
TTY#: \_\_\_\_\_  
Fax#: 217-785-8753  
E-mail Address: sam.m.al-basha@illinois.gov

**GRANTEE CONTACT**

Name: Shug Grosenbach  
Title: Office Manager, NCICG  
Address: 613 W Marquette St  
Ottawa, IL 61350  
  
Phone: 815-433-5830  
TTY #: \_\_\_\_\_  
Fax #: 815-433-5832  
E-mail Address: sgrosenbach@ncicg.org  
Additional Information: \_\_\_\_\_



**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

Performance Measures include:

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

Performance Standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined herein.
3. Adequate results from grant monitoring conducted by the Grantor.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
2. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.
3. The Grantor and FEMA retain statutory rights to use and to authorize others to use the Grantee's plan document
4. The Grantee will begin the project work within 30 days of the execution of the Agreement and complete all items of work within the term of the agreement unless an amendment is executed in accordance with Paragraph 22.4.
5. Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
6. **The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) and that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.**

**NOSA Special Conditions:**                      **None.**

## **PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

1. If not submitted as part of the application, within 90 days after complete execution of the grant agreement, the subrecipient shall provide the following to IEMA:
  - A. A Nondiscrimination Policy Statement referencing:
    - i. Title VI of the Civil Rights Act of 1964
    - ii. Section 504 of the Rehabilitation Act of 1972
    - iii. Title IX of the Education Amendments Act of 1972
    - iv. Age Discrimination Act of 1975
    - v. U.S. Department of Homeland Security region 6 C.F.R. Part 9.
  - B. List of designated staff to coordinate and carry out responsibilities related to compliance with the civil rights laws, including a description of the responsibilities;
  - C. Procedures for accepting and responding to discrimination complaints;
  - D. A language access policy and plan; and a disability access policy and reasonable accommodations procedure

**PART THREE – THE PROJECT-SPECIFIC TERMS**

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

**PAYMENT TERMS**

Grantee shall receive approximately **\$245,101** and a Sub Recipient Management Cost of approximately **\$0.00** under this Agreement.

Item	Budget Line Description	Total Cost		Local Share		Federal Share	
		100%					
			\$ 443,750.00	44.77%	\$198,649.00	55.23%	\$245,101.00
1	Grant Administration		\$ 18,489.20				
1	Gas Connection		\$ 20,850.00				
2	Electric Connection		\$ 20,850.00				
3	Generator-320KW		\$ 312,492.00				
4	Contingencies [will cover unexpected costs]		\$ 18,489.60				
5	Concrete pad		\$ 15,600.00				
6	Engineering		\$ 36,979.20				
7	Publications and Phamphets						
			\$ 443,750.00		\$198,649.00		\$245,101.00
	Sub Recipient Management Cost [SRMC]		\$ -				\$ -
	Total Project Cost		\$443,750.00		\$ 198,649.00		\$245,101.00

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA  
 Attention: State Hazard Mitigation Officer  
 1035 Outer Park Drive  
 Springfield, IL 62704  
 Fax: (217)782-8753



## SPECIAL EVENT PERMIT APPLICATION

1. Type of Event:

(X) Parade ( ) Block Event ( ) Run ( ) Other \_\_\_\_\_

2. Name of Event: Coal City High School Homecoming Parade

3. Name of Sponsor (Organization, School, Church, etc.), Address and Telephone Number:

Sponsor: CCHS Student Council Head of Organization Allison Peterson

Address: 655 W Division St.

Coal City, IL 60416

Telephone/Cell #: 815-634-2396, ext. 1714 / 815-370-6636

4. Parade Chairman (who will manage/direct the event and will be present during the event), Address and Telephone/Cell Number:

Chairman: Allison Peterson, Sara Anderson co-sponsors

Address: CCHS / Address Above

5. Date of Event: 10/6/23 Beginning Time: 2:30 Ending Time: 3:30 appx.

6. Starting Point: Broadway and Elm Ending Point: Broadway and Carbon St. / Assumption Ber St  
(Attach a diagram of event route, street closings, other public places to be traversed and barricade locations.)

7. Location of assembly area for event: Broadway/Spring Rd.

Staging @ CCHS Tennis Parking Event Assembly Time: 1:45

8. Support Service(s) Requested (Police, barricades, cones, picnic tables, clean-up etc.): Extra police presence as deemed necessary

Closure of crossroads along Broadway & Carbon St.

Police officer to lead (Peterson will hitch a ride).

Police/emergency vehicles to end parade.

Help at railroad crossing as deemed necessary.

## SPECIAL EVENT PERMIT APPLICATION

Event Name: CCHS Homecoming Parade Event Date: 10/6/23

### 9. Insurance Requirements:

Insurance is not required for residential block events. For all other special events, however, the sponsor must submit evidence of public liability insurance, insuring the sponsor and naming the village as an additional insured with the following coverage's:

Bodily injury including death: \$1,000,000/occurrence/aggregate

Property damage: \$500,000/occurrence/aggregate

If location or route includes a State Highway, the Illinois Department of Transportation shall also be named as an additional insured.

Insurance Form Received: Attached

### 10. Requirements of Sponsors:

- a. If this is a residential block event, the sponsor must submit a petition of support signed by a minimum of 3 residents within the block upon which the special event will be held.
- b. Remove debris, trash, or garbage resulting from the conduct of the event from public property and private property, within the vicinity of the event, within 24 hours after the end of the event, provided, however, that the permittee shall remove and lawfully dispose of any injurious substance or material immediately after the dispose thereof. Such clean-up shall also include removal of trash, litter, garbage, and debris from Village trash receptacles and proper disposition of such trash, litter, garbage and debris.
- c. Obtain prior approval of the Village Administrator before any changes are made in the operation or setup of the event as detailed in the approved permit.
- d. Be present at the scene of the event, either personally or through employees, agents or representatives who have been designated upon the Permit Form, during the entire course of the event.
- e. If requested by the Village Administrator, after the event has taken place, attend a meeting relative to the conduct of the special event to work toward future improvements in the coordination of that event.
- d. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file a communication in writing from the person authorizing the applicant to apply for the permit on his behalf.

Signature of Sponsor or Authorized Agent: William Peterson  
Authorized Agent Title: Student Council Sponsor / CCHS Faculty

### 11. Payment of Costs for Police and Public Works Services:

- a. The sponsor of a special event who accepts a permit thereby consents to the formations of a contract between the sponsor and the Village for payment of costs, if any, for the provisions of Village services and equipment.
- b. The sponsor shall pay to the Village the direct and reasonable costs incurred by the Village as required for the clean-up of the property, if such services is not performed by the permittee and direct and reasonable costs to provide additional police and public works services for the special event. Additionally, the amount of payment required may include compensation for damage to Village property.
- c. Special events sponsored by government entities shall be exempt from the requirements of section 11.
- d. The Village Board may waive the charges for a special event.  
Charges waived for ( ) Police and/or ( ) Public works services.

## SPECIAL EVENT PERMIT APPLICATION

Event Name: CCHS Homecoming Parade Event Date: 10/6/23

12. The undersigned agrees to release, hold harmless, and defend the Village of Coal City, its officials and agents against any and all claims for loss, damage, personal injury, or death occurring as a result of the event for which this permit is requested. Proof of insurance is required. Insurance must name the Village of Coal City as an additional insured as stated in #9.

8/8/23  
DATE

Dillon Peterson  
AUTHORIZED AGENT SIGNATURE

Student Council Sponsor / CC HS  
AUTHORIZED AGENT TITLE  
Faculty

### SPECIAL EVENT PERMIT

Subject to the information requested in this SPECIAL EVENT PERMIT, permission to conduct a special event is hereby granted.

Date Approved by Village Board: \_\_\_\_\_

Special Conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

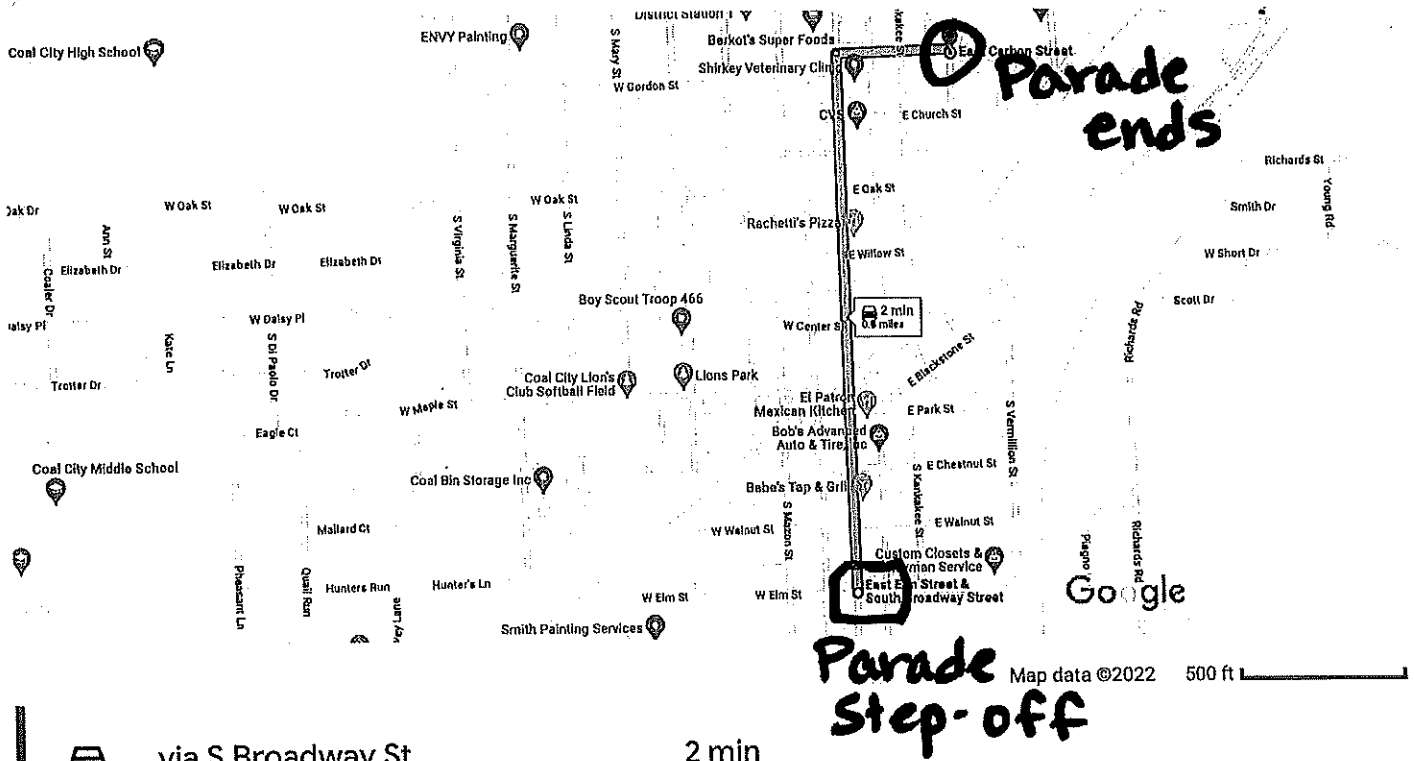
\_\_\_\_\_  
DATE

\_\_\_\_\_  
VILLAGE CLERK

Google Maps

E Elm St & S Broadway St, Coal City, IL 60416 to E  
Carbon St, Coal City, IL 60416

Drive 0.8 mile, 2 min



via S Broadway St

2 min

Fastest route now due to traffic  
conditions

0.8 mile

Explore E Carbon St

Restaurants

Hotels

Gas stations

Parking Lots

More



# 2023 Total CAD Events

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK	30	41	29	7	9	5	8	14					143
GORON	50	65	54	71	86	58	98	86					568
IMHOF	6	5	11	11	29	70	85	83					300
JONES	93	103	92	105	116	112	86	63					770
KASHER	8	38	8										54
LARSON	93	97	125	91	142	85	98	25					756
LOGAN	2	5	2										9
MAZZONE	34	57	73	33	19								216
MORAN	3	3	4	22	20	26	31	30					139
NUGENT	51	66	50	42	43	50	50	24					376
ROTH	72	65	103	78	69	120	88	95					690
STADLER								13					13
STOCKDELL	68	70	87	84	97	128	73	81					688
BUTTERFIELD	16			5									21
PAQUETTE													
POST													
ROACH													
TOTAL	526	615	638	549	630	654	617	514					4743

# 2023 Calls Requiring a Report

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK	6	7	11	14	8	5	8	6					65
GORON	10	20	23	39	22	16	28	20					178
IMHOF	5	5	11	9	11	22	46	48					157
JONES	38	30	33	43	31	29	31	15					250
KASHER	2	19	1										22
LARSON	20	46	61	31	35	14	19	25					251
LOGAN	2	5	3										10
MAZZONE	25	39	23	33	11								131
MORAN	1		2		12	6	12	10					43
NUGENT	32	30	23	24	9	19	18	16					171
ROTH	26	21	29	52	19	24	21	22					214
STADLER								4					4
STOCKDELL	25	16	62	30	25	31	19	27					235
BUTTERFIELD	5			3									8
PAQUETTE													
POST	6				2								8
ROACH													
TOTAL	203	238	282	278	185	166	202	193					1747

# 2023 Citation Totals

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													0
GORON	3	1		4	5	3	7	5					28
IMHOF			2	2	1	2	4	13					24
JONES	17	18	17	19	13	14	13	1					112
LARSON	13	13	12	9	16	8	10	13					94
MAZZONE	1	1	6	2									10
MORAN													
NUGENT		1			1		1						3
ROTH	3	1			4	3	1						12
STADLER													
STOCKDELL	6	2	1		3	10	7	11					40
BUTTERFIELD													
PAQUETTE													
ROACH													
TOTAL	43	37	38	36	43	40	43	43					323

# 2023 Verbal Warnings

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK		1			1								2
GORON	6	5		39	34	29	39	34					186
IMHOF				1	8	22	4	16					51
JONES	43	62		50	60	46	31	27					319
LARSON	48	36		60	59	46	66	57					372
MAZZONE	20	13		4	3								40
MORAN					1								1
NUGENT	23	34		15	9	16	13						110
ROTH	4	1		1	2	11	1	5					25
STADLER								5					5
STOCKDELL	15	13		19	24	53	20	18					162
BUTTERFIELD													
PAQUETTE													
ROACH													
	159	165		189	201	223	174	6/10/1900					1273
TOTAL	318	330		378	402	446	348	324					2546

# 2023 Traffic Crashes

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
GORON	1				1								2
IMHOF	1	1	1		1		5	3					12
JONES	1		1	2	4	1		2					11
LARSON		1	2	2	1		1						7
MAZZONE		1		2									3
MORAN		1			2								3
NUGENT	1		2	1	3			1					8
ROTH		1			1	1	1						4
STADLER													
STOCKDELL					1								1
BUTTERFIELD	1												1
PAQUETTE													
POST													
ROACH													
TOTAL	5	5	6	7	14	2	7	6					52

# 2023 Criminal Charges

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK				1									1
GORON	6		2	2	3	3	8	4					28
IMHOF					1		2	2					5
JONES	5	8	3	7	3	8	2	1					37
LARSON	9	12	10	5	7	8	5	7					63
MAZZONE		1	3	2									6
MORAN							1						1
NUGENT		1					2						3
ROTH					4	1	3	1					9
STADLER													
STOCKDELL	2	2	1		4	2	4	6					21
BUTTERFIELD	1												1
PAQUETTE													
ROACH													
TOTAL	23	24	19	17	22	22	27	21					175

# 2023 D.U.I. Reports

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
GORON								1					1
IMHOF													
JONES													
LARSON		1						1					2
MAZZONE													
MORAN													
NUGENT													
ROTH					1								1
STADLER													
STOCKDELL	1							1					2
BUTTERFIELD													
PAQUETTE													
ROACH													
TOTAL	1	1	0	0	1	0	0	3					6

# 2023 P-Tickets

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
GORON							1						1
IMHOF						1							1
JONES		1	2		1								4
LARSON	1							1					2
MAZZONE													
MORAN													
NUGENT													
ROTH					1	1							2
STADLER													
STOCKDELL			1			1	1						3
BUTTERFIELD													
PAQUETTE													
ROACH													
TOTAL	1	1	3		2	3	2	1					13