AGENDA

Carbondale Park District
Monday, October 12 ,2020
5:30 p.m.

VIA ZOOM ONLINE MEETING
Https://zoom.us/j/9031181650
PASSWORD-1650
MEETING ID- 903 118 1650

I. ROLL CALL

II. APPROVAL OF AGENDA

III. GENERAL ANNOUNCEMENTS

IV. CITIZENS COMMENTS AND QUESTIONS - - If you wish to address the Board on a matter not covered by the printed AGENDA, please raise your hand and the President will recognize you.

V. REPORT OF PARK DISTRICT CITIZEN ADVISORY COMMITTEES AND DEPARTMENT REPORTS
   A. Administration & Finance Advisory Committee - - Steve Schauwecker, Chair; Carmen Suarez, Commissioner.
   B. Child Care Advisory Committee - -Jessica Sergeev, Commissioner.
   C. Golf Advisory Committee - - Chuck Vaught, Chair; Jane Adams, Commissioner.
   D. Grounds, Facilities & Recreation Advisory Committee - - Kirsten Trimble, Commissioner.
   E. Director's Report
   F. Superintendents' Report

VI. CONSENT AGENDA
   A. Approval of Minutes of Special Tax Levy Training August 31, 2020; Joint Meeting August 31, 2020; Regularly scheduled meeting September 14, 2020; and Board/Staff Retreat September 22, 2020.
   B. Approval of Claims List 20-09.
   C. Other Business
      1. Communications
      2. For Your Information
      3. Newspaper Articles

VII. UNFINISHED BUSINESS
A. Discussion/Approval Carbondale Park District Strategic Planning.
B. Discussion/Approval 2020 GO Bonds.
C. Discussion/Approval IDNR Marberry Arboretum Grant.
D. Discussion/Approval Repairs and Maintenance of The Julee Illner Memorial Pool located at the Life Community Center.
E. Discussion/Carbondale Park District's 80th Birthday.
F. Discussion/Approval of goals in addressing the question of exploration of merger.

VIII. NEW BUSINESS
A. None.

IX. OTHER BUSINESS
A. None.

X. BOARD COMMENTS

XI. ADJOURNMENT

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The next regularly scheduled meeting of the Board of Park Commissioner will be held:

Monday, November 9, 2020

Carbondale Park District's

Regularly Scheduled Board Meeting

VIA ZOOM ONLINE MEETING

Https://zoom.us/j/9031181650

TELEPHONE ACCESS-312-626-6799

MEETING ID- 903 118 1650

PASSWORD-1650

5:30 P.M.

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM I - - ROLL CALL

Commissioners Present:

Adams ____________________

Trimble ____________________

Flowers ____________________

Sergeev ____________________

Suarez ____________________

Staff Present:

Burns ________________

Ashley ________________

Anderson ________________

Melzer ________________

Renfro ________________

Montgomery ________________

Twomey ________________

BOARD ACTION:

Motion By:_________________________ 2nd By:____________________________

ROLL CALL:

Adams______________ Flowers__________ Trimble_____________

Sergeev_____________ Suarez___________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM II-- APPROVAL OF AGENDA

BOARD ACTION:

Motion By:______________________ 2nd By:_________________________

ROLL CALL:

Adams_____________ Flowers_________ Trimble____________

Sergeev____________ Suarez___________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM III - - GENERAL ANNOUNCEMENTS

BOARD ACTION:

Motion By:______________________ 2nd By:_________________________

ROLL CALL:

Adams_____________ Flowers_________ Trimble____________

Sergeev____________ Suarez___________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM IV - - CITIZENS COMMENTS AND QUESTIONS

If you wish to address the Board on a matter not covered by the printed AGENDA, please raise your hand and the President will recognize you

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BOARD ACTION:

Motion By:____________________ 2nd By:____________________

ROLL CALL:

Adams__________ Flowers__________ Trimble__________

Sergeev__________ Suarez__________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM V - - REPORT OF PARK DISTRICT CITIZEN ADVISORY COMMITTEES AND DEPARTMENT REPORTS

A. Administration & Finance Advisory Committee - - Steve Schauwecker, Chair; Carmen Suarez, Commissioner.
B. Child Care Advisory Committee - -Jessica Sergeev, Commissioner.
C. Golf Advisory Committee - - Chuck Vaught, Chair; Jane Adams, Commissioner.
D. Grounds, Facilities & Recreation Advisory Committee - - Kirsten Trimble, Commissioner.
E. Director's Report
F. Superintendents' Report

BOARD ACTION:

Motion By:____________________ 2nd By:____________________

ROLL CALL:

Adams__________ Flowers__________ Trimble__________

Sergeev__________ Suarez__________

Golf Course Superintendents Report

- Last month I reported that the front nine putting greens were aerified on September 10th. This year we decided to let one week pass in between aerification between the front and back nine. This process worked very well for several reasons: on hand labor, high school golf and golfer's opinion of only having 9 greens at a time freshly aerified.
- I have received a quote for the pond overflow pipe in the irrigation lake. The original existing overflow is compromised in several areas and will not allow the pond to be filled to the top of the overflow.
  - The lake will have to be lowered substantial to remove and install the new stand pipe. One of the benefits of this will be, being able to inspect the irrigation pump house intake. I have never seen it in 17 years and we need to make sure it is clear of debris and silt while the pond is lowered.
  - I will be working on a plan to install the overflow this fall if approved.
  - The quote from our vendor for the replacement pipe was $2,876.07.
- Staff started removing the deteriorating landscaping timbers and plantings on #3 tee box this week. The rock and landscaping will be removed, leveled and grass planted over the coming month. This will be a much better look than we currently have at the tee box and will eliminate some trimming and landscaping.
- A plaque and tree dedicated to Mr. Mike Curtis has been installed behind #16 green at Hickory Ridge. The plaque and tree were paid for by the IAPD and recognize Mr. Curtis's lifelong contribution to the parks and recreation industry throughout the state of Illinois.

Superintendent Report

Board Meeting	Park Operations	September 2020

The crew mowed and picked up trash weekly in the parks. Trash and litter have been heavy this month.

Super Splash Park	The sump pumps were regularly checked for proper operation.
Kids Korner	Eric and I installed a dishwasher in the kitchen.
Evergreen Park	The house was trimmed around, and vines and bushes were cut back. The rail fence was repaired in a few areas and a fallen tree was cut up and removed.
LCC	Kathy, Erin and I met with an IDPH representative at the life center pool to discuss the water in the pool. At that time, we discovered more pipes leaking from the pool. Due to the possibility of the pool flooding the basement it was determined that we need to drain it. The pool will not float up due to its walls being exposed and the valves in the base of the pool.

Kids Korner
School Year Enrollment/ Full Remote Learning: 19

<u>September 2020</u>

September-E Learning has been going well, however, connectivity has been an issue, so we are working on getting more hot spots. Two of them were provided by CPKD on October 6, 2020 and we are hoping that it will help with this problem. We will find out on October 9th how District 95 will go about providing learning for the second quarter. Kids Korner will adjust to their decision as needed.

September 7th-Closed for Labor Day.

September 15th-Childcare Restoration Grant monthly reports were due and turned in. Turned in monthly reports for July and August. Received $4,000 for July and $10,000 for August.

September 29th-Housed testing for Parrish school for the students in grades Kindergarten and First grade under the pavilion.

Superintendent of Recreation

September 2020 Board Report

During the month of September, the LIFE Community Center took in $588.00 in revenue between recreation, aquatics, and park shelter rentals.

Keeping with the theme for our 80th birthday celebration and providing 8 decades of programming, staff led a morning walking group that met 8 times during the month of September at 8:00 a.m.; Nature Explorers, a recreation program for youth 2-8 years and their families met; the 80 Minutes of Exercise information was made available on our social media page. Fall planning and programming is ongoing.

Functional Fitness and Strength Training and Pilates Plus Strength Training class began to meet at the Harvey Welch Pavilion at Hickory Ridge Golf Course.

The sand filter for the Julee Illner Pool at the LIFE Community Center broke September 1. Staff continued to maintain pool until a decision on the future of the pool.

Staff have begun looking into other options going forward. Partnering or renting from another agency that has a pool is being explored.

Staff have also begun researching what it would cost to put a removable, inflatable dome over the competition pool at the Super Splash Park, making it into a multi-season facility. This idea was presented to the Grounds, Facilities, and Recreation committee on Monday, October 5; the committee voted to move the idea forward to the Board of Commissioners.

September 15, staff received the Grant Agreement, Implementation and Billing Requirements, and the CERP (Cultural Resources, Endangered Species, and Wetlands Review Report) for the OSLAD (Open Space Lands Acquisition and Development) grant. Necessary documents will be signed and returned to the Illinois Department of Natural Resources pending board approval.

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - CONSENT AGENDA

A. Approval of Minutes of Special Tax Levy Training August 31, 2020; Joint meeting August 31, 2020; Regularly scheduled meeting of September 14, 2020; and Board/Staff Retreat September 22, 2020.

B. Approval of Claims List 20-09 August 2020.

C. Other Business
   1. Communications
   2. For Your Information
   3. Newspaper Articles

BOARD ACTION:

Motion By:____________________ 2nd By:____________________

ROLL CALL:

Adams__________ Flowers__________ Trimble__________

Sergeev__________ Suarez__________

MINUTES
Carbondale Park District

MINUTES OF THE SPECIAL TAX LEVY TRAINING OF THE BOARD OF PARK COMMISSIONERS OF THE CARBONDALE PARK DISTRICT HELD MONDAY, AUGUST 31, 2020 AT 5:00 PM VIA ZOOM ONLINE MEETING.

ROLL CALL: Upon Roll Call, the following Commissioners were present: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioner Absent: None. Staff present; Renfro, Anderson, Melzer. Staff Absent: None. Guests Present: Park District Board/Staff were joined by guests from the Jackson County Courthouse including Liz Hunter, Maureen Berkowitz, and Jill Stokes to assist with today's training.

APPROVAL OF AGENDA: It was moved by Commissioner Suarez and seconded by Commissioner Adams to approve the agenda as printed. Upon roll call vote the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: The Agenda was approved as printed.

NEW BUSINESS:

DISCUSSION/TAX LEVY TRAINING: President Flowers expressed his appreciation for the Jackson County staff for being so open and willing to have this training with the District. Discussions began with regards to the Park District's tax levy historically. After an overview from county representatives, Board of Commissioners questions were taken, and clarification given by county staff.

BOARD COMMENTS: None.

ADJOURNMENT: There being no further business, it was moved by Commissioner Suarez and seconded by Commissioner Trimble to adjourn the meeting. Upon roll call, the following Commissioners voted aye: Adams, Suarez, Trimble, Sergeev, and Flowers. Commissioners Absent: None. President Flowers ordered the motion passed. The meeting adjourned at 5:57 P.M.

MINUTES
Carbondale Park District

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF PARK COMMISSIONERS OF THE CARBONDALE PARK DISTRICT & THE CARBONDALE CITY COUNCIL HELD MONDAY, AUGUST 31, 2020 AT 6:30 P.M. VIA ZOOM ONLINE MEETING.

ROLL CALL: Upon Roll Call, the following Commissioners were present: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioner Absent: None. Staff present; Renfro, Montgomery, Anderson, Burns, Day, Webster, Ashley, Melzer, Keller, and Legal Counsel, Mike Twomey. Staff Absent: None. City Clerk Jennifer Sorrell calls roll for the City of Carbondale.

APPROVAL OF AGENDA: Commissioner Adams motioned to add an item for discussion with regards to the potential merger, forms of collaboration & cooperation. Mayor Henry stated that he felt that there was not enough time to prepare supporting documents for that addition and would not be prepared to discuss that this evening. Motion failed for lack of second. It was then moved by Commissioner Trimble and seconded by Commissioner Sergeev to approve the agenda as presented. Upon roll call vote the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioner Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: The Agenda was approved as presented.

CITIZENS COMMENTS AND QUESTIONS: None.

UNFINISHED BUSINESS:

DISCUSSION/APPROVAL PROPOSED LEASE REGARDING THE KIDS KORNER BUILDING: Board and Council both reviewed the proposed changes as presented. After much discussion and many questions were answered, District Counsel expresses liability concerns and recommends the District's liability capped at $6,000. District Counsel would also like to make majority of proposed changes to paragraph five. District Counsel would like to review the prepared waiver of liability before inclusion and would also like to see a paragraph added on defaulting on lease obligations. City Council responded with their own concerns with regards to the current condition of the building and what repairs are needed. The group discussed future plans for the building and asked the District if they plan to continue occupancy; the District has no immediate plans to vacate the building but have discussed other locations as an effort to establish a contingency plan for the program. After continued discussion from both bodies, City Council proposed an agreement through the end of the school year for no rent, and with the inclusion of a clause to indemnify both bodies. Each bodies respective attorney will draft a lease with no monthly rent, mutual indemnification, and an out clause included for the District. Upon roll call vote, the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners Absent: None. President Flowers ordered the motion passed. City Clerk Jennifer Sorrell takes roll for City Council.

ACTION TAKEN: Kids Korner Lease approved with discussed changes.

NEW BUSINESS: None.

DISCUSSION/LEASES EVERGREEN PARK & SUPERBLOCK SPORTS COMPLEX: Discussion began regarding the current leases on Evergreen Park as well as the Superblock Sports Complex. City Council begins discussions by noting that with the investment of recently awarded grant funds for improving Evergreen Park, the City asks the District if they are still interested in managing Evergreen Park and the Superblock Sports Complex. Park District Board of Commissioners requested time to consider that question, asking to see the City's organizational commitment to Parks & Recreation. Board also asked about the City's plans for the Superblock Sports Complex and would like to get public input on the matter. Council members respond that they have discussed the creation of a Parks Department as well as obtaining citizen input as part of the referendum and in upcoming elections.

ACTION TAKEN: Discussion item only, not an actionable item.

BOARD/COUNCIL COMMENTS: Council members and Commissioners came to an agreement that one or two joint meetings this fall should be scheduled. There was some disagreement on the location of these meetings and how to hold them in a safe and professional manner. Talks continued with regards to the merger and the need for the development of a draft merger of operational plans from each body.

ADJOURNMENT: There being no further business it was moved by Commissioner Sergeev and seconded by Commissioner Trimble to adjourn the meeting. Upon roll call, the following commissioners voted aye: Adams, Suarez, Trimble, Sergeev, and Flowers. Commissioners Absent: None. President Flowers ordered the motion passed. The meeting adjourned at 8:57 P.M. City Clerk Jennifer Sorrell takes roll call for Carbondale City Council.

MINUTES
Carbondale Park District

MINUTES OF THE REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS OF THE CARBONDALE PARK DISTRICT HELD MONDAY, SEPTEMBER 14, 2020 AT 5:30 PM VIA ZOOM ONLINE MEETING.

ROLL CALL: Upon Roll Call, the following Commissioners were present: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners Absent: None. Staff present; Renfro, Montgomery, Anderson, Burns, Day, Webster, Ashley, Melzer, Keller, Zeman and Legal Counsel, Mike Twomey. Staff Absent: None. Guests Present: Cordy Love from the Districts Administration & Finance Committee, John Washburn from the Districts Golf Advisory Committee and Jeannie Ravenscraft, teacher at Alice Wright.

APPROVAL OF AGENDA: It was moved by Commissioner Trimble and seconded by Commissioner Suarez to approve the agenda as printed. Upon roll call vote, the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: The Agenda was approved as printed.

GENERAL ANNOUNCEMENTS: President Flowers thanks Staff and Board members for their input and participation in the Tax Levy Training as well as the Joint meeting with the City of Carbondale.

PROCLAMATION: Director Renfro reads the proclamation being given to the Evergreen Garden Club, thanking them for their 38-year management of the pollinator gardens at Turley Park.

CITIZENS COMMENTS AND QUESTIONS: None.

REPORTS OF PARK DISTRICT CITIZEN ADVISORY COMMITTEES AND DEPARTMENT REPORTS:

Administration and Finance Advisory Committee - - Commissioner Suarez shares that the Administration & Finance Committee, Board members, and some staff attended the August 31st Tax Levy training with County representatives, which was very constructive. She wants to express her gratitude to our Jackson County colleagues. Admin & Finance continues to review 2020 budget projections and will meet again on October 5th.

Child Care Advisory Committee - - Vice-President Sergeev reports that the Childcare Advisory Committee discussed enrollment and recruitment at Alice Wright Early Childhood Center.

Golf Advisory Committee - - Commissioner Adams reports on league play, upcoming outings, future restaurant plans. Other topics included Covid-19 protocols, the need for new equipment, and the need for bunker repair.

Grounds, Facilities & Recreation Advisory Committee - - Commissioner Trimble reports that the committee met but did not have a quorum, Committee discussed increasing meeting attendance and updates on the OSLAD grant for Marberry Arboretum.

Treasurer's Report: None.

Director's Report: Director Renfro reports that Bike Week is scheduled for September 21-27. We challenge you to ride your bike every day for a week! Enter the Challenge by emailing bike@explorecarbondale.com The Park District is partnering with the Neighborhood CO-OP Grocery , Carbondale Main Street and the City of Carbondale for Bike Week. Hickory Ridge Golf Course contributed 4 rounds of golf in support of this event. The Lights Fantastic Committee is developing plans to stage some holiday floats downtown. It does not seem feasible to host the parade this year. The 30-year celebration will be postponed until 2021. The Board Staff Retreat will be held on Tuesday September 22, 2020 at the Dayemi Center. Staff worked on the transition from the care and keeping of Turley and Tatum Heights Parks. Election packets can be picked up at the Administrative Office of the Park District beginning September 22,2020. There will be two seats open for election, those are currently held by President Flowers and Commissioner Suarez. There is a correction on the instruction sheet for potential candidates; forty-six signatures will be required to be placed on the ballot. To date, $450,000 worth of Tax warrants have been issued. The Administrative staff has been working closely with the Administration and Finance committee on cash flow projections.

Superintendents' Reports:

SUPERINTENDENT OF RECREATION: Interim Superintendent Ashley reports revenue and user numbers for the month of August. Staff is working on developing fall recreation and aquatic programming, collecting content for the fall brochure, and planning 80th Birthday activities. Staff has also completed more paperwork related to the OSLAD grant for Marberry Arboretum, so we anticipate being able to move forward with that project soon.

SUPERINTENDENT OF CHILDCARE: Superintendent Burns reports that August 4 was the Childcare Advisory meeting; Aug 10-14 was the center's spirit week and last week of summer care; August 19 was the first day of full remote learning at District 95; staff will be assisting students with their web-based learning Monday-Friday 8:00-5:00. Staff also met with Roni LeForge from the City of Carbondale regarding items for the Communique.

SUPERINTENDENT OF PARK MAINTENANCE: Superintendent Montgomery reports that mowing of the parks and trash pickup are being completed routinely. Picnic tables and trashcans were removed from Turley Park on August 31st. Sump pumps were regularly checked at the Super Splash Park. At Kids Korner, staff cleaned out the condensate lines and pump. Two of the District's trucks are not operational; computers have failed and are expensive and replacement parts are hard to find. Sump pumps were cleaned of debris and Chlorinator was repaired at the Life Center. On August 31, a large leak occurred out of the side of the tank and the pool was shut down, both tanks are very thin and cannot be further welded, they must be replaced.

SUPERINTENDENT OF GOLF MAINTENANCE: Superintendent Anderson reports on September 10th that the front nine putting greens and practice green were aerified. This process takes place over one long day and is performed by staff to reduce organic matter in the top few inches of the putting greens. This season, we will try aerifying 9 holes and letting the greens recover before performing the next 9 holes. The irrigation pond overflow is leaking below the pond surface and is in need of repair; the best solution is the purchase of a new aluminized standpipe and drainage of the irrigation pond for installation. Staff also fixed two breaches in irrigation piping over the last month; both repairs involved replacing schedule 40 pipe joints which are less robust joints that should always be replaced with schedule 80 joints if possible.

SUPERINTENDENT OF GOLF OPERATIONS: Superintendent Day reports monthly rounds and total revenue with previous year comparison. Other topics included future outings, fundraisers, and COVID-19 protocols.

CONSENT AGENDA: It was moved by Commissioner Trimble and seconded by Commissioner Suarez to approve the consent agenda. Upon roll call vote, the following Commissioners voted aye: Adams, Trimble, Flowers, Sergeev and Suarez. Commissioners Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: The consent agenda was approved.

UNFINISHED BUSINESS:

DISCUSSION/APPROVAL ALICE WRIGHT EARLY CHILDHOOD CENTER RE-OPENING. Director Renfro reports that enrollment for Alice Wright Early Childhood Center failed to meet the 15-students required by the September 9th deadline. Staff has also been working on some recreation programming for young children that would not have to be run through the Department of Child and Family Services. It was then moved by Commissioner Suarez and seconded by Commissioner Adams to close Alice Wright Early Childhood Center for the foreseeable future. Upon roll call vote the following Commissioners voted aye: Adams, Trimble, Flowers, Sergeev, Suarez. Commissioners Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: Alice Wright Early Childhood Center will close for the foreseeable future.

DISCUSSION/APPROVAL PROPOSED LEASE REGARDING KIDS KORNER BUILDING. Commissioners reviewed the proposed lease for the Kids Korner building. After some discussion and revisions were agreed upon, Board directed Staff to make discussed changes to lease and send to Board Counsel for review.

ACTION TAKEN: Staff to make revisions and send to Board Counsel for review.

DISCUSSION/APPROVAL LIFE COMMUNITY CENTER SAND FILTER AND ROOF REPAIR: Staff provides the Board with a maintenance report on the condition of the Life Community Center building; after asking many questions, the Board thought it best to defer this item until after the Board/Staff retreat.

ACTION TAKEN: ITEM DEFERRED UNTIL AFTER SEPTEMBER 22 BOARD/STAFF RETREAT.

DISCUSSION/APPROVAL PARK DISTRICT 80TH BIRTHDAY PLANNING: Discussions began regarding planning for the Districts 80th Birthday, Director Renfro informs the Board that Staff has been rolling out new programming weekly. Drive-thru trick or treating for Halloween was discussed as the next outreach step for the District.

DISCUSSION/REVIEW OF DOCUMENTS REGARDING PUBLIC EXPLORATION OF MERGER: President Flowers asks the Board/Staff if there is any additional information that we need from the City after our joint meeting August 31st. Commissioners again expressed their desire to have another joint meeting with community input and participation. Commissioner Suarez expresses our need to find common ground with the City.

NEW BUSINESS: None.

DISCUSSION/CARBONDALE PARK DISTRICT STRATEGIC PLANNING: Commissioners would like to plan an outdoor strategic planning session to discover what types of programs and facilities that our citizens want from the Park District. Diverse feedback can also only be attained by hosting sessions in different areas of Carbondale. Commissioners also discussed the benefits of establishing a Friends of Carbondale Park District group to assist the District. Board agrees to revisit this item at a later meeting.

ITEMS FOR FUTURE AGENDAS:

1. **Strategic Planning**
2. **Asaturian-Eaton & Associates Contract**
3. **Policy Manual**

BOARD COMMENTS: None.

ADJOURNMENT: There being no further business, it was moved by Commissioner Trimble and seconded by Commissioner Suarez to adjourn the meeting. Upon roll call, the following Commissioners voted aye: Adams, Suarez, Trimble, Sergeev, and Flowers. Commissioners Absent: None. President Flowers ordered the motion passed. The meeting adjourned at 7:51 P.M.

MINUTES
Carbondale Park District

MINUTES OF THE BOARD/STAFF RETREAT OF THE CARBONDALE PARK DISTRICT HELD TUESDAY, SEPTEMBER 22, 2020 AT 9:00 A.M. AT THE DAYEMI COMMUNITY CENTER AT 218 N. ILLINOIS AVE CARBONDALE, IL.

ROLL CALL: Upon Roll Call, the following Commissioners were present: Adams, Trimble, Flowers, Suarez, and Sergeev. Commissioners Absent: None. Staff present; Renfro, Melzer. Staff present at 12:00 P.M., Anderson, Ashley, Burns, Day, and Montgomery. Staff Absent: None.

APPROVAL OF AGENDA: It was moved by Commissioner Sergeev and seconded by Commissioner Adams to approve the agenda as printed. Upon roll call vote the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, and Sergeev. President Flowers ordered the motion passed

ACTION TAKEN: The Agenda was approved as printed.

GENERAL ANNOUNCEMENTS: None.

NEW BUSINESS:

DISCUSSION/APPROVAL OF GENERAL OBLIGATION LIMITED TAX PARK BOND SERIES 2020: Director Renfro informs the Board that the Administration & Finance Committee discussed and reviewed and recommended approval of the statewide bid for the annual rollover bonds with representatives from Speer Financial and TAFT on September 21st. After all questions were asked and answered, it was moved by Commissioner Trimble and seconded by Commissioner Suarez to approve the annual rollover bond statewide bid. Upon roll call vote the following Commissioners voted aye: Adams, Trimble, Flowers, Suarez, Sergeev. Commissioners Absent: None. President Flowers ordered the motion passed.

ACTION TAKEN: General Obligation Limited Tax Park Bond Series 2020 was approved for statewide bid.

BOARD STAFF RETREAT/STRATEGIC PLANNING: The Board/Staff Retreat was facilitated by Mr. John Washburn who is also a member of the District's Golf Advisory Committee. Mr. Washburn began by explaining the strategic planning process as looking forward not backward and stressed the importance of forward thinking. The morning session of the retreat was designated for creating a new mission statement, vision, and goals for the District. The focus of the afternoon was the Districts short term and long-term goals as an agency and collective strategies for reaching these milestones.

BOARD/STAFF COMMENTS: The Board of Commissioners thanks Mr. Washburn for a productive reenergizing day.

ADJOURNMENT: There being no further business, it was moved by Commissioner Suarez and seconded by Commissioner Trimble to adjourn the meeting. Upon roll call, the following Commissioners voted aye: Adams, Suarez, Trimble, Sergeev, and Flowers. Commissioners Absent: None. President Flowers ordered the motion passed. The meeting adjourned at 4:30 P.M.

CARBONDALE PARK DISTRICT
CLAIMS LIST 20-09
AUGUST

ADMINISTRATION

Wages & Benefits	Aug-20	ADMINISTRATION	13,165.54
Carbondale Times	Advertising/Promotion	ADMINISTRATION	274.00
AMEREN	Electric Utilities	ADMINISTRATION	293.93
Egyptian Electric Cooperative Association	Electric Utilities	ADMINISTRATION	46.90
AMEREN	Gas Utilities	ADMINISTRATION	91.85
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	ADMINISTRATION	2.22
DE LAGE LANDEN FINANCIAL SERVICES, INC.	Leases	ADMINISTRATION	35.01
Barrett Twomey Broom Hughes & Hoke LLP	Legal and Accounting Fees	ADMINISTRATION	2,995.00
Morgan & Guthman, LLC	Legal and Accounting Fees	ADMINISTRATION	700.00
Terminix International	Maintenance Contracts	ADMINISTRATION	65.00
Frontier	Telephone Expense	ADMINISTRATION	59.14
Powernet	Telephone Expense	ADMINISTRATION	14.06
Verizon Wireless	Telephone Expense	ADMINISTRATION	58.81
Carbondale Water & Sewer	Water Utilities	ADMINISTRATION	52.73
Illinois Public Risk Fund	Workman's Comp Insurance	ADMINISTRATION	7,832.00
			$ 25,686.19

AQUATICS

Wages & Benefits	Aug-20	AQUATICS	9,247.11
CARRIE BARTHELME	Aquatic Fees	AQUATICS	188.00
JENNIFER MORGAN	Aquatic Fees	AQUATICS	78.00
LISA MARLOW	Aquatic Fees	AQUATICS	22.00
Murdale Ace Hardware	Building Repairs/Maintenance	AQUATICS	9.00
Spear Corporation	Chemicals	AQUATICS	769.00
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	AQUATICS	148.05
Jones Enterprises	Inspection Fee	AQUATICS	60.00
Sam's Mastercard	Janitorial Supplies	AQUATICS	39.63
DE LAGE LANDEN FINANCIAL SERVICES, INC.	Leases	AQUATICS	35.01
CountyTele	Maintenance Contracts	AQUATICS	20.00
Ed Burris Disposal Service LLC	Maintenance Contracts	AQUATICS	43.67
Terminix International	Maintenance Contracts	AQUATICS	29.67
Murdale Ace Hardware	Misc Supplies	AQUATICS	8.59
Powernet	Telephone Expense	AQUATICS	4.69
Card Services	Training and Travel	AQUATICS	266.00
			$ 10,968.42

ATHLETIC FIELD MAINTENANCE

Wages & Benefits	Aug-20	ATHLETIC FIELD MAINTENANCE	8,969.89
RURAL KING	Chemicals	ATHLETIC FIELD MAINTENANCE	119.98

CARBONDALE PARK DISTRICT
CLAIMS LIST 20-09
AUGUST

ATHLETIC FIELD MAINTENANCE CONTINUED

MIDWEST TREE SERVICE	Contractor Fees	ATHLETIC FIELD MAINTENANCE	1,200.00
AMEREN	Electric Utilities	ATHLETIC FIELD MAINTENANCE	1,063.44
Egyptian Electric Cooperative Association	Electric Utilities	ATHLETIC FIELD MAINTENANCE	616.08
Kellerman Radiator Service, Inc.	Equipment Parts/Repairs	ATHLETIC FIELD MAINTENANCE	100.00
Plaza Tire Service	Equipment Parts/Repairs	ATHLETIC FIELD MAINTENANCE	351.55
SYDENSTRICKER NOBBE	Equipment Parts/Repairs	ATHLETIC FIELD MAINTENANCE	134.38
Hines Oil Company, Inc.	Fuel/Lubricants	ATHLETIC FIELD MAINTENANCE	583.03
AMEREN	Gas Utilities	ATHLETIC FIELD MAINTENANCE	69.37
Home Depot Pro	Janitorial Supplies	ATHLETIC FIELD MAINTENANCE	62.32
RURAL KING	Janitorial Supplies	ATHLETIC FIELD MAINTENANCE	55.96
Home City Ice	Misc Supplies	ATHLETIC FIELD MAINTENANCE	313.92
EZ Rental	Rentals	ATHLETIC FIELD MAINTENANCE	185.00
Carbondale Water & Sewer	Water Utilities	ATHLETIC FIELD MAINTENANCE	107.46
			$ 13,932.38

AWECC

Wages & Benefits	Aug-20	AWECC	9,361.80
KATIE ANCELL	AWECC	AWECC	465.00
SHAINA PART	AWECC	AWECC	190.00
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	AWECC	24.68
Jones Enterprises	Inspection Fee	AWECC	60.00
Sam's Mastercard	Janitorial Supplies	AWECC	39.62
DE LAGE LANDEN FINANCIAL SERVICES, INC.	Leases	AWECC	35.01
CountyTele	Maintenance Contracts	AWECC	20.00
Ed Burris Disposal Service LLC	Maintenance Contracts	AWECC	43.67
Terminix International	Maintenance Contracts	AWECC	29.66
Powernet	Telephone Expense	AWECC	4.67
			$ 10,274.11

COMMUNITY SERVICE

Wages & Benefits	Aug-20	COMMUNITY SERVICE	544.26

GOLF MAINTENANCE

Wages & Benefits	Aug-20	GOLF MAINTENANCE	20,864.83
Lowe's	Building Repairs/Maintenance	GOLF MAINTENANCE	340.56
ADVANCED TURF SOLUTIONS	Chemicals	GOLF MAINTENANCE	287.69
Site One Landscaping Supply	Chemicals	GOLF MAINTENANCE	203.11

CARBONDALE PARK DISTRICT
CLAIMS LIST 20-09
AUGUST

GOLF MAINTENANCE CONTINUED

Sam's Mastercard	Dues and Subscriptions	GOLF MAINTENANCE	74.36
SIGCSA	Dues and Subscriptions	GOLF MAINTENANCE	60.00
R&R PRODUCTS	Equipment Parts/Repairs	GOLF MAINTENANCE	204.96
Sam's Mastercard	Fertilizer	GOLF MAINTENANCE	371.90
Site One Landscaping Supply	Fertilizer	GOLF MAINTENANCE	540.75
Hines Oil Company, Inc.	Fuel/Lubricants	GOLF MAINTENANCE	1,894.99
RURAL KING	Fuel/Lubricants	GOLF MAINTENANCE	18.65
AMEREN	Gas Utilities	GOLF MAINTENANCE	69.57
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	GOLF MAINTENANCE	4.94
Burkdell Mulch LLC	Landscaping Supplies	GOLF MAINTENANCE	4.80
Lowe's	Landscaping Supplies	GOLF MAINTENANCE	10.82
Republic Services #733	Maintenance Contracts	GOLF MAINTENANCE	121.92
Midwest Pottyhouse	Rentals	GOLF MAINTENANCE	148.00
Murdale Ace Hardware	Shop Supplies/Small Tools	GOLF MAINTENANCE	18.98
Sam's Mastercard	Shop Supplies/Small Tools	GOLF MAINTENANCE	63.04
Frontier	Telephone Expense	GOLF MAINTENANCE	125.59
ADVANCED TURF SOLUTIONS	Vehicle Parts/Repairs	GOLF MAINTENANCE	281.09
CEDAR RAPIDS TIRE	Vehicle Parts/Repairs	GOLF MAINTENANCE	217.50
Coleman Lawn Equipment	Vehicle Parts/Repairs	GOLF MAINTENANCE	51.15
ERB Turf Equipment, Inc.	Vehicle Parts/Repairs	GOLF MAINTENANCE	216.22
Murdale Ace Hardware	Vehicle Parts/Repairs	GOLF MAINTENANCE	4.12
R&R PRODUCTS	Vehicle Parts/Repairs	GOLF MAINTENANCE	204.96
RURAL KING	Vehicle Parts/Repairs	GOLF MAINTENANCE	9.99
Carbondale Water & Sewer	Water Utilities	GOLF MAINTENANCE	156.20
			$ 26,570.69

GOLF OPERATIONS

Wages & Benefits	Aug-20	GOLF OPERATIONS	18,879.68
Koerner Distributor Inc.	Concession Supplies	GOLF OPERATIONS	675.40
Pepsi MidAmerica	Concession Supplies	GOLF OPERATIONS	413.32
Venegoni Distributing Inc.	Concession Supplies	GOLF OPERATIONS	537.05
Egyptian Electric Cooperative Association	Electric Utilities	GOLF OPERATIONS	1,068.37
Sam's Mastercard	Food/Provisions	GOLF OPERATIONS	207.08
AMEREN	Gas Utilities	GOLF OPERATIONS	70.24
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	GOLF OPERATIONS	6.18
ACUSHNET COMPANY	Golf Shop Supplies	GOLF OPERATIONS	832.98
CountyTele	Maintenance Contracts	GOLF OPERATIONS	45.00
Republic Services #734	Maintenance Contracts	GOLF OPERATIONS	256.55
Murdale Ace Hardware	Misc Supplies	GOLF OPERATIONS	7.14
Springfield Electric Supply	Misc Supplies	GOLF OPERATIONS	264.98

CARBONDALE PARK DISTRICT
CLAIMS LIST 20-09
AUGUST

GOLF OPERATIONS CONTINUED

Staples Credit Plan	Office Supplies	GOLF OPERATIONS	54.98
Illinois Department of Revenue	Sales Tax Expense	GOLF OPERATIONS	487.00
Powernet	Telephone Expense	GOLF OPERATIONS	20.03
Verizon Wireless	Telephone Expense	GOLF OPERATIONS	4.97
Carbondale Water & Sewer	Water Utilities	GOLF OPERATIONS	17.18
			$ 23,848.13

KIDS KORNER

Wages & Benefits	Aug-20	KIDS KORNER	8,017.79
Lowe's	Building Repairs/Maintenance	KIDS KORNER	100.84
RURAL KING	Building Repairs/Maintenance	KIDS KORNER	19.97
AMEREN	Electric Utilities	KIDS KORNER	517.64
Air Tech	Equipment Parts/Repairs	KIDS KORNER	2,653.00
Walmart Community	Food/Provisions	KIDS KORNER	665.29
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	KIDS KORNER	8.89
RURAL KING	Janitorial Supplies	KIDS KORNER	8.99
Walmart Community	Janitorial Supplies	KIDS KORNER	35.87
DE LAGE LANDEN FINANCIAL SERVICES, INC.	Leases	KIDS KORNER	35.01
Terminix International	Maintenance Contracts	KIDS KORNER	66.00
Frontier	Telephone Expense	KIDS KORNER	41.23
Powernet	Telephone Expense	KIDS KORNER	18.35
Carbondale Water & Sewer	Water Utilities	KIDS KORNER	86.36
			$ 12,275.23

OUTDOOR AQUATIC CENTER

Dimensional Security Systems	Contractor Fees	OUTDOOR AQUATIC CENTER	180.00
Ameren Illinois	Electric Utilities	OUTDOOR AQUATIC CENTER	341.32
Verizon Wireless	Telephone Expense	OUTDOOR AQUATIC CENTER	39.74
			$ 561.06

PARK MAINTENANCE

Wages & Benefits	Aug-20	PARK MAINTENANCE	11,586.68
Direct Energy Business	Electric Utilities	PARK MAINTENANCE	91.40
Egyptian Electric Cooperative Association	Electric Utilities	PARK MAINTENANCE	280.05
SYDENSTRICKER NOBBE	Equipment Parts/Repairs	PARK MAINTENANCE	500.00
Hines Oil Company, Inc.	Fuel/Lubricants	PARK MAINTENANCE	349.83
CountyTele	Maintenance Contracts	PARK MAINTENANCE	40.44
Republic Services #732	Maintenance Contracts	PARK MAINTENANCE	188.75
Powernet	Telephone Expense	PARK MAINTENANCE	24.96
Carbondale Water & Sewer	Water Utilities	PARK MAINTENANCE	19.33
			$ 13,081.44

CARBONDALE PARK DISTRICT
CLAIMS LIST 20-09
AUGUST

RECREATION

Wages & Benefits	Aug-20	RECREATION	8,160.53
Carbondale Times	Advertising/Promotion	RECREATION	63.03
Murdale Ace Hardware	Building Repairs/Maintenance	RECREATION	8.99
Constellation NewEnergy-Gas Division, LLC	Gas Utilities	RECREATION	74.02
Jones Enterprises	Inspection Fee	RECREATION	60.00
Sam's Mastercard	Janitorial Supplies	RECREATION	39.63
DE LAGE LANDEN FINANCIAL SERVICES, INC.	Leases	RECREATION	35.01
CountyTele	Maintenance Contracts	RECREATION	20.00
Ed Burris Disposal Service LLC	Maintenance Contracts	RECREATION	43.66
Terminix International	Maintenance Contracts	RECREATION	29.67
JENNIFER MORGAN	Rec Program Fees	RECREATION	30.00
Powernet	Telephone Expense	RECREATION	4.69
			$ 8,569.23

CLAIMS LIST 20-09 SUMMARY

ADMINISTRATION	25,686.19
AQUATICS	10,968.42
ATHLETIC FIELD MAINTENANCE	13,932.38
AWECC	10,274.11
COMMUNITY SERVICE	544.26
GOLF MAINTENANCE	26,570.69
GOLF OPERATIONS	23,848.13
KIDS KORNER	12,275.23
OUTDOOR AQUATIC CENTER	561.06
PARK MAINTENANCE	13,081.44
RECREATION	8569.23
	$ 146,311.14

Carbondale Times
Friday, September 4th

Deal reached on Kids Korner

Despite tensions over other issues, the city and park district achieve a 'breakthrough' this week

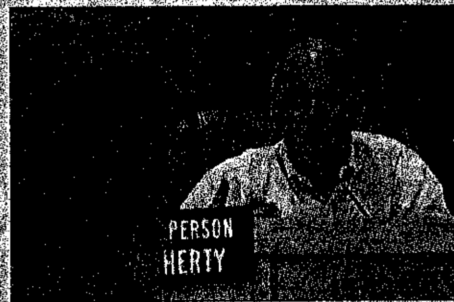
BY GEOFF RITTER
GRITTER@CARBONDALETIMES.COM

Carbondale leaders are expected to vote next week on a lease agreement between the city and the park district that would allow the Kids Korner child care facility to continue operating, for now, at its longtime home adjacent to Turley Park.

Simmering tensions between the two governmental bodies threatened to take over at a joint meeting Monday evening, but a proposal from City Councilman Jeff Doherty cleared the way for a potential deal between the two.

The park district has operated Kids

See **DEAL** on **PAGE 6**



TIMES FILE PHOTO
Carbondale City Councilman Jeff Doherty is shown at a meeting earlier this year.

Deal

Continued from Page 1

Korner out of the city-owned facility without a lease since 2013, and efforts at resolving that problem have been mired in other outstanding issues between the two bodies, including expired leases at other parks and acrimonious merger talks.

With neither body wanting to assume full responsibility for the aging building's upkeep as a condition of a new lease, Doherty's suggested solution involves the city leasing the building to the park district rent-free through June 2021, with the condition that the park district pay for any maintenance needed during that time.

However, Doherty's plan includes the provision that the park district can opt out of the lease at any time — a point that led to a clear breakthrough in talks.

"They can opt out for any reason," Doherty explained. "If they want to leave on Dec. 31, let them go. That resolves the issue for the city. Then we can plan what we want to do with the building. If they want to stay until the end, let them stay, but there doesn't have to be a reason for them to leave. They can just opt out of the lease."

Park District Commissioner Jane Adams called the proposal a "breakthrough," and Mayor Mike Henry said it represented "an out for everybody."

Others at the meeting greeted the plan with similar optimism.

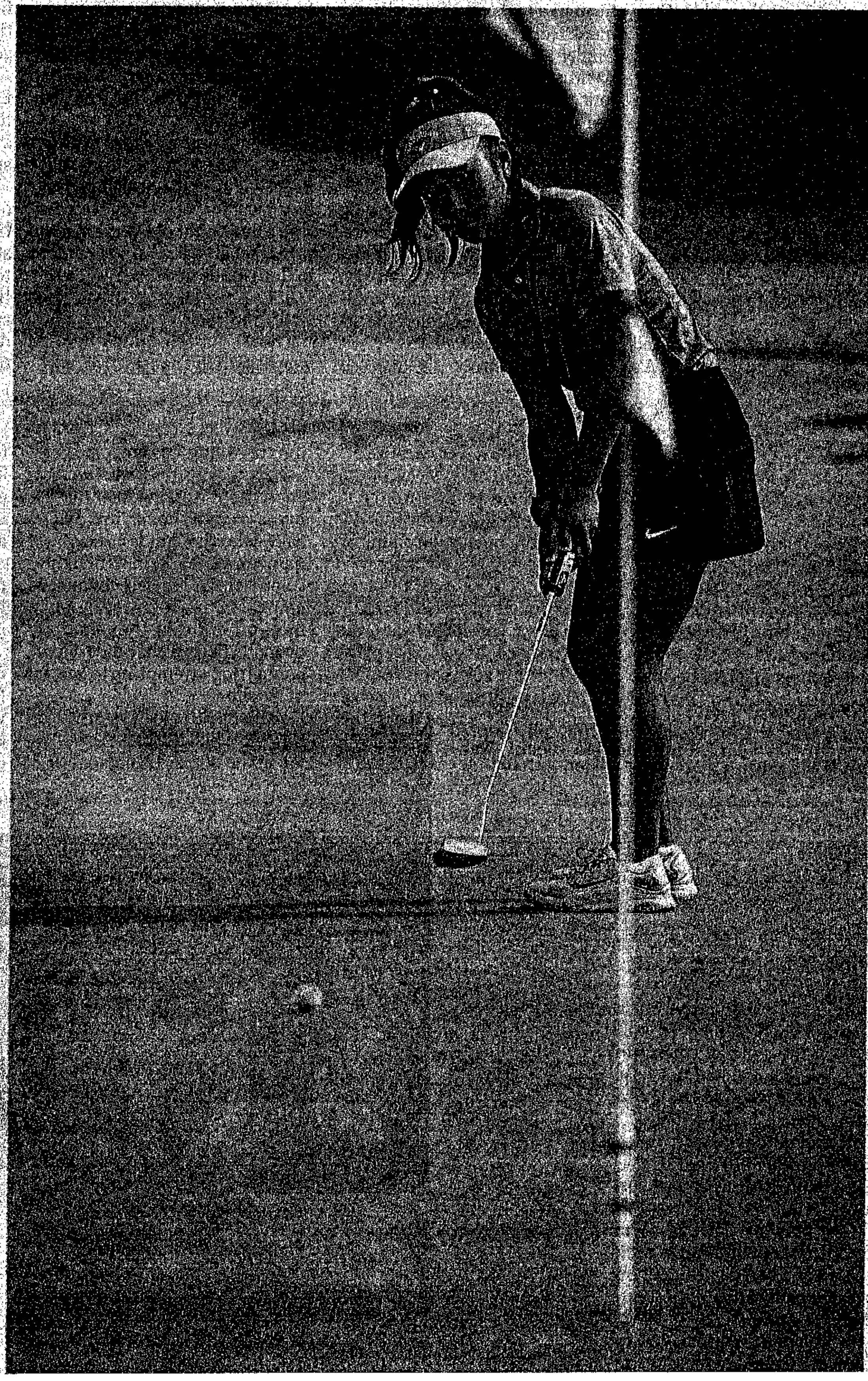
"That buys us a year, and on both sides we can figure out what we want to do," Councilman Adam Loos said.

Both sides directed their respective attorneys to draft a lease agreement that includes the new terms.

Both bodies will have to approve it before it goes into effect.

PREP GIRLS GOLF The Southern Wed, Sept 9th

ALWAYS IMPROVING



Shin leads Carbondale to team victory with strong performance

BRADEN FOGAL
The Southern

CARBONDALE — Carbondale's Annie Shin helped lead the Lady Terriers over Murphysboro and Herrin on Tuesday with a score of 47 to help achieve her fourth-straight medal.

Shin wasn't as dominant as she would have hoped, but noted her drives helped cancel out the poor putts many golfers dealt with at Hickory Ridge Golf Course. The junior has now posted scores of 42, 42, 41 and 47 over the past week.

"I think golf is a really humbling sport and after today I think the only thing left to do is to practice even harder," said Shin. "My short game was really weak today so I think that I'm going to concentrate on that more."

Shin noted that last week's rainy weather impacted the difficulty of reading the greens since the course has dried out causing the balls to roll faster. Shin's performance aided CCHS to a team score of 216 followed by Faith Halliday (53), Ariana Cameron (55), Ella Summerlin (61), Jordan Grubbs (63) and Annaken Rosers (66) on the Par-36 course.

It ended up being a good day to have a "down performance" for Shin with the runner-up Lady Red Devils (241) and third-place Lady Tigers (254) not posing much of a threat. When asked about all the hard work during the offseason, Shin stated it has "definitely" paid off.

"Last year my short game was really bad and my putting was not good," said Shin. "This year I've seen improvement in that, but the one thing I'm trying to work on now is my distance. That was the one thing that worked for me today with my driver which is a positive even though my short game wasn't where I wanted it."

The Southern
Wed, September 9th

Herrin's Zoie Williams tied Halladay's second-best score of the day with a 53. The Lady Terriers and Lady Red Devils matched one another with six golfers, while the Lady Tigers entered the humid evening already down one girl before Faylan Ladd was scratched putting their number at four.

Shin's evening through the eyes of coach Marialice Jenkins shined impressively for the team and showed how hard the junior has worked.

"Her performance has been difficult because it's been on three different courses," said Jenkins. "She gets in here and puts a lot of time into her game that it's nice to see her get rewarded."

Jenkins also acknowledged Shin's ability to shake off adversity. The junior managed to reach par on hole No. 4 after bogeying her first three holes, and that's

BYRON HETZLER PHOTOS, THE SOUTHERN

Above: Carbondale's Annie Shin watches her putt on the fourth hole during a girls golf match against Herrin and Murphysboro at Hickory Ridge Golf Center on Tuesday in Carbondale. **Left** Herrin's Zoe Williams watches her tee shot on the eighth hole.

Please see GOLF, Page C2

BYRON HETZLER, THE SOUTHERN

YOU SHOULD CHECK THE VIEW FROM UP HERE

Sparrows feed on pampas grass seeds at Hickory Ridge Golf Center on Tuesday evening in Carbondale.

CARBONDALE
All Ways Open

Carbondale Park District

September 10, 2020

Dear Video Gaming Terminal License Holder:

The Carbondale City Council took action via Ordinance 2020-28 on the matter of expired video gaming terminal licenses. The licenses currently issued for your terminals expired at the end of April; the City Council initially acted to extend them through July, but has now taken action to extend them to the end of the calendar year.

Licensees will need to apply for pro-rated terminal licenses running from January 2021 through April 2021; after that, the standard license year will be observed with fees based on the gaming revenues from the prior year. The application and fees for the 2021 Fiscal Year terminal licenses will be **due on December 1, 2020.** The prorated fee for your establishment will be: **$25.00**. It is not due at this time.

Please contact the City Clerk's Office with any questions. Thank you.

Sincerely,

Jennifer R. Sorrell

Jennifer R. Sorrell, City Clerk
City of Carbondale

The Southern
Sat Sept. 12

Carbondale officials seek ways to stem pandemic budget losses

ISAAC SMITH
The Southern

CARBONDALE — The waves of COVID-19 aren't likely to be totally stilled with a vaccine — if or when there is one widely available — and Carbondale officials are trying to find ways of softening the virus' economic impact both in the short and long terms.

During a meeting of the Carbondale City Council on Tuesday, city leaders discussed the potential shortfall of tax revenue, and how it could impact future budgets. But more than that, they discussed ways to stop the bleeding as much as possible.

Council was asked to discuss specific items in order to provide direction for city staff, namely the possibility of redirecting tax funds to the general account or to increase property taxes.

In the opening of that discussion, City Manager Gary Williams addressed the initial $2.2 million loss the city previously anticipated, noting that this was covered by redirecting taxes to the general fund. But that decision was made with the expectation the pandemic would be over by now.

"Because there is no end in sight, we expect this budget year to be much worse than we had initially anticipated," Williams said during the Tuesday meeting.

Council and staff had to find ways to set the city up as best as possible for future budget years. Williams said in an interview Friday that the moves to redirect $1.9 million this year from food and beverage tax, package liquor tax and part of the home rule tax, as well as furloughing all city employees for 52 hours each, covered the shortfall this year. But the question is whether those methods will be sustainable for future budget years.

When presented with options to raise revenues by increasing sales taxes and property taxes, many on the council shook their heads no.

Councilman Adam Loos said during the meeting that he was less interested in seeing revenue increases, and more interested in expenditure cuts. He pointed to the growing obligation the city has to fund public safety pensions. It is here that he suggested a cut. He said reducing staff in public safety positions isn't exactly a one-to-one savings — each employee does not require the same level of pension payments by the city — but it was a start.

Ultimately, the council didn't make any decisions this week. The conversation ended with council asking city staff for more options to make up potential lost revenue in fiscal years 2022 and beyond. Williams said these will be presented at a future meeting, but noted that decisions need to be made quickly as some taxes levied this fall won't be collected until next fall, impacting the next budget year.

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CARBONDALE
All Ways Open

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Phone (618) 549-5302
Fax (618) 457-3283
www.explorecarbondale.com

RECEIVED
SEP 14 2020

September 11, 2020

MEMORANDUM

TO: Jackson County Clerk/Election Official
South Highway Water District
Jackson County Supervisor of Assessments
Illinois Department of Transportation District 9
Carbondale Township Board of Trustees
Carbondale Township Highway Commissioner
Carbondale Township Supervisor
Carbondale Township Clerk
Williamson County Clerk/Election Official
Williamson County Supervisor of Assessments
Jackson County Tax Extensions
Carbondale Park District
Ameren Illinois
Carbondale Postmaster
Jackson County 911
Mediacom
Murdale Water District
Williamson County E911
Egyptian Electric
Frontier
Lakeside Water District

FROM: Jennifer R. Sorrell, City Clerk
CITY OF CARBONDALE, ILLINOIS

Attached is an Ordinance annexing 556 North Airport Road into the City of Carbondale, Illinois. This annexation will take effect on September 8, 2020.

If you have any questions about this Ordinance, please contact the City's Development Services Office at (618) 457-3248. Thank you.

CARBONDALE ILLINOIS INCORPORATED 1873

Jennifer R. Sorrell
Jennifer R. Sorrell, City Clerk

Signed by Deputy City Clerk

copy: Revenue Office (Crippen)
Planning (Wallace)
Engineering

Attachment: Ord. 2020 - 29

CITY OF CARBONDALE, ILLINOIS

ORDINANCE NO. 2020-29

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE CITY OF CARBONDALE, ILLINOIS

(556 North Airport Road)

ADOPTED BY THE CITY COUNCIL

OF THE CITY OF CARBONDALE, ILLINOIS

THE 8th DAY OF SEPTEMBER, 2020

Published in pamphlet form by authority of the City Council of the City of Carbondale, Jackson County, Illinois, this 9th day of September, 2020.

CERTIFICATE OF PUBLICATION

I, Jennifer R. Sorrell, the duly qualified City Clerk of the City of Carbondale, Illinois, and the official custodian of the records of said City, do hereby certify that this Ordinance was published in pamphlet form by authority of the City Council on the 9th day of September, 2020.

CARBONDALE ILLINOIS INCORPORATED 1873

Jennifer R. Sorrell

Jennifer R. Sorrell, City Clerk
City of Carbondale, Illinois

ORDINANCE NO. 2020-29

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE CITY OF CARBONDALE, ILLINOIS (556 North Airport Road)

WHEREAS, the City of Carbondale, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and,

WHEREAS, pursuant to Article VII, Section 6(a), of the Illinois Constitution, 1970, the City of Carbondale may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and,

WHEREAS, pursuant to 65 ILCS 5/7-1-8, any territory which is not within the corporate limits of any municipality but which is contiguous to a municipality at the time of annexation may be annexed to the municipality by the receipt of a written petition signed by the owners of record of all land within such territory; and,

WHEREAS, Southern Illinois Airport Authority, the owner of record of 556 North Airport Road, all herein after described, has petitioned to the corporate authorities of the City of Carbondale, Illinois, requesting that said territory be annexed to the City of Carbondale; and,

WHEREAS, said territory is contiguous to the City, and unincorporated; and further appearing that the property owner whose signature is required on said petition has signed the same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS, AS FOLLOWS:

Section 1. That the following described property, being unincorporated and contiguous to the City of Carbondale, is hereby annexed to and made a part of the City of Carbondale, as follows to wit:

PROPERTY ANNEXED
Parcel No. 15-05-301-001

DETAIL DESCRIPTION:

Part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 9 South, Range 1 West of the third Principal Meridian, Jackson County, Illinois, being more particularly described as follows:

Beginning at an iron pin found located at the southeast corner of the northwest quarter of the southwest quarter of said section 5; thence westerly, along the south line of said quarter, quarter section, a distance of 1329.15 feet to an iron pin and cap located in the easterly right-of-way line of New Era Road, as used; thence northerly, with a deflection angle to the right of 91"32'22", along said easterly right-of-way line, being 20 feet easterly of the centerline of New Era Road, a distance of 338,78 feet to an iron pin and aluminum cap located at a point of intersection with the southeasterly line of a 150 foot easement for power lines; thence northeasterly with a deflection angle to the right of 70"29'16", along the southeasterly line of said easement a distance of 876.99 feet to an iron pin and aluminum cap located at a point of intersection with the west line of the Ameren-C.I.P.S. substation site; thence southerly with a deflection angle to the right of 109"07'20", along said west line, a distance of 145.52 feet to an iron pin and aluminum cap located at the southwest corner of said substation site; thence easterly with a deflection angle to the left of 91"16'29"; a distance of 501.29 feet to an iron pin and cap located at the southeast corner of said sub-station site, also being a point in the east line of said quarter, quarter section; thence southerly with a deflection angle to the right of 91"40'04", along the east line of said quarter, quarter section, a distance of 465.00 feet to the point of beginning.

ALSO ANNEXED:

All that Right-of-Way located adjacent to said parcel and not previously annexed.

Said property to be annexed contains 14.35 acres, more or less.

Section 2. That a plat of the property in question is attached to this ordinance as Exhibit "A" and is made a part hereof.

Section 3. This ordinance shall be recorded with the Recorder of Deeds of the County of Jackson.

Section 4. That all ordinances and parts thereof in conflict herewith are expressly repealed and are of no force and effect.

Section 5. The repeal of any ordinance by this ordinance shall not affect any rights accrued or liability incurred under said repealed ordinance to the effective date hereof. The provisions of this ordinance, insofar as they are the same or substantially the same as those of any prior ordinance, shall be construed as a continuation of said prior ordinance.

Section 6. That it is the intention of the City Council of the City of Carbondale that this ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provisions of this ordinance shall not affect the validity of any other portion of this ordinance.

Section 7. That the City Council of the City of Carbondale finds that the subject matter of this ordinance pertains to the government and affairs of the City of Carbondale, and is passed pursuant to the Home Rule Powers of the City of Carbondale pursuant to the provisions of Article VII Sec. 6(a) of the 1970 Illinois Constitution.

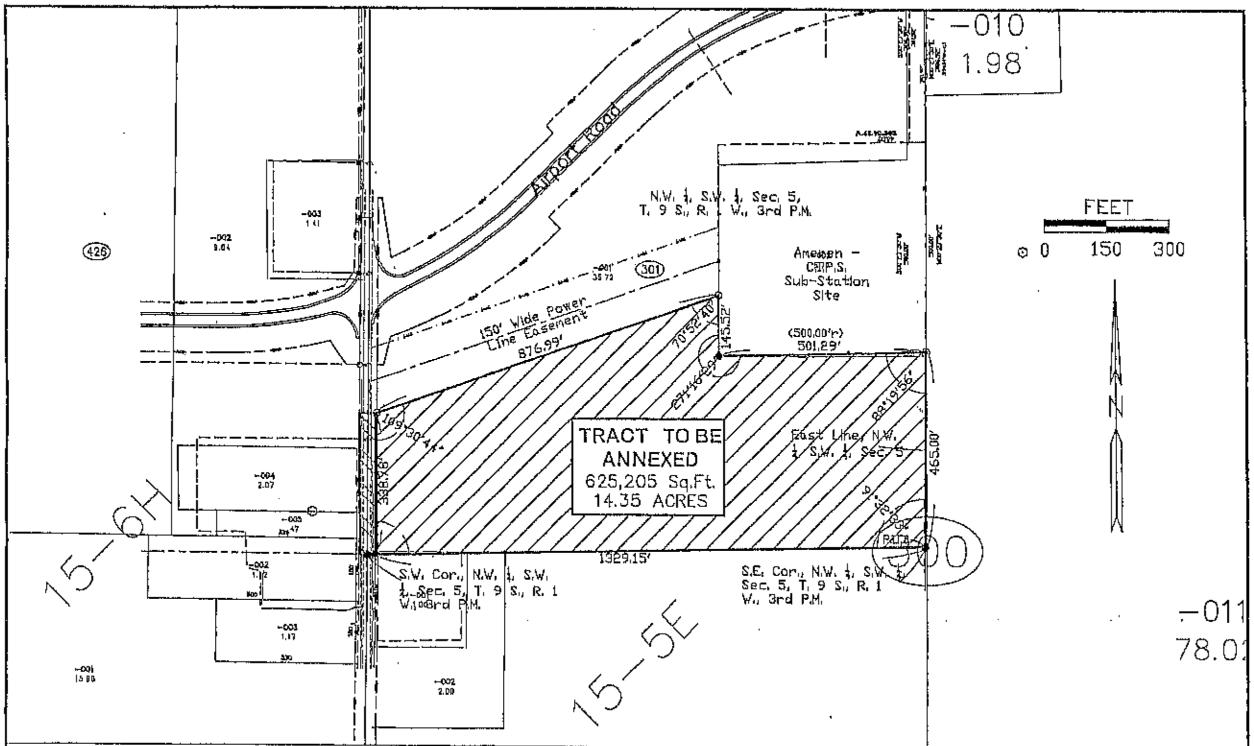
Section 8. That this ordinance shall take effect on September 9, 2020, and upon recording and publication in pamphlet form in accordance with law.

CARBONDALE ILLINOIS INCORPORATED 1873

APPROVED: ______________________
John M. Henry, Mayor

ATTEST: ______________________
Jennifer R. Sorrell, City Clerk

FOR:	Bradshaw, Doherty, Fronabarger, Grant, Harvey, Loos, Henry
AGAINST:	None
PASSED:	September 8, 2020
APPROVED:	September 8, 2020
RECORDED:	September 9, 2020
PUBLISHED:	September 9, 2020



DESCRIPTION OF PROPERTY ANNEXED

PART OF PARCEL NO. 15-05-301-001

AREAS ANNEXED:	
PARCELS :	14.35 ACRES +/-
R.O.W. :	0.31 ACRES +/-

Legend

Property Annexed

Right-of Way Annexed

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 1 WEST OF THE THIRD PRINCIPAL MERIDIAN, JACKSON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND LOCATED AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID QUARTER, QUARTER SECTION, A DISTANCE OF 1329.15 FEET TO AN IRON PIN AND CAP LOCATED IN THE EASTERLY RIGHT-OF-WAY LINE OF NEW ERA ROAD, AS USED; THENCE NORTHERLY, WITH A DEFLECTION ANGLE TO THE RIGHT OF 91°32'22", ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING 20 FEET EASTERLY OF THE CENTERLINE OF NEW ERA ROAD, A DISTANCE OF 338.78 FEET TO AN IRON PIN AND ALUMINUM CAP LOCATED AT A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A 150 FOOT EASEMENT FOR POWER LINES; THENCE NORTHEASTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 70°29'16"; ALONG THE SOUTHEASTERLY LINE OF SAID EASEMENT A DISTANCE OF 876.99 FEET TO AN IRON PIN AND ALUMINUM CAP LOCATED AT A POINT OF INTERSECTION WITH THE WEST LINE OF THE AMEREN-C.I.P.S. SUBSTATION SITE; THENCE SOUTHERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 109°07'20", ALONG SAID WEST LINE, A DISTANCE OF 145.52 FEET TO AN IRON PIN AND ALUMINUM CAP LOCATED AT THE SOUTHWEST CORNER OF SAID SUB-STATION SITE; THENCE EASTERLY WITH A DEFLECTION ANGLE TO THE LEFT OF 91°16'29"; A DISTANCE OF 501.29 FEET TO AN IRON PIN AND CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SUB-STATION SITE, ALSO BEING A POINT IN THE EAST LINE OF SAID QUARTER, QUARTER SECTION; THENCE SOUTHERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 91°40'04", ALONG THE EAST LINE OF SAID QUARTER, QUARTER SECTION, A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 14.35 ACRES, MORE OR LESS.

ALSO ANNEXED:

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SEAN C. HENRY 8/19/20 53729 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

ROBERT W. EATON
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 2605
ASATURIAN, EATON AND ASSOC., P.C.
LIC. EXPIRES: 11-30-2020

SEAN HENRY
DIRECTOR OF PUBLIC WORKS
ILLINOIS PROFESSIONAL ENGINEER NO. 62-053729
LIC. EXPIRES: 11-30-2021

CARBONDALE ILLINOIS INCORPORATED 1873

ACCEPTED BY ACTION OF THE COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS

09/08/2020
DATE

JENNIFER SORRELL
CITY CLERK

ANNEXATION PLAT

EXHIBIT "A" ORDINANCE NO. 2020 - 29
CITY OF CARBONDALE, ILLINOIS

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The Southern
Tuesday, September 15th

SIUC

Virtual Hispanic/Latinx Heritage Month kicks off on Tuesday

CHRISTI MATHIS
SIU Media Services

CARBONDALE — "Be Proud of Your Past, Embrace Your Future" is the theme of Southern Illinois University Carbondale's 2020 Hispanic/Latinx Heritage Month celebration.

Many special events, including guest speakers, piñatas, cooking demonstrations, dancing and more are happening — all virtually — between Sept. 15 and Oct. 15.

"What's really special about this year is that for the first time it is a system-wide celebration involving SIU Carbondale, SIU Edwardsville and the SIU School of Medicine," Cristina Castillo, coordinator of SIU Carbondale's Hispanic/Latino Resource Center, said. "This is historic."

The virtual live kick-off begins at 4 p.m. on Tuesday, Sept. 15, featuring opening remarks by SIU President Daniel Mahony.

Carmen Suarez, an assistant professor of practice in SIU Carbondale's Department of Educational Administration and Higher Education, is the kick-off keynote speaker.

Suarez has extensive experience in higher education diversity, inclusion, bias prevention, cultural competence, equity and related areas. A Chicago native, she is a triple alumna of SIU Carbondale, earning her bachelor's degree in history, a master's degree in medieval history and a doctorate in higher education administration. She previously served at SIU as the affirmative action officer, Hispanic community liaison, assistant dean of the School of Law Career Services Office, interim assistant vice chancellor for enrollment management and director of the Office of Diversity and Equity.


Suarez

Suarez earned a number of awards at SIU, including the Lindell W. Sturgis Public Service Award in 2006 and the Outstanding Administrative and Professional Staff Award in 2008. She went on to serve as the founding chief diversity officer at the University of Idaho and as the vice president for global diversity and inclusion at Portland State University before returning to her Midwest roots and SIU. Suarez's career has focused on equity and inclusion for all groups, sexual harassment prevention, career development, and institutional inclusive excellence and strategic planning.

SIU Carbondale Chancellor Austin Lane, SIU Edwardsville Chancellor Randy Pembrook and Dr. Jerry Kruse, dean of the SIU School of Medicine will also speak at the kickoff.

Several events are planned during the month to help participants expand their knowledge and understanding of diversity and the varying communities found within the SIU campuses. A pair of Zoom training sessions at 10 a.m. on Sept. 17 and 21 will focus on "Best Practices: How to Better Serve Hispanic/Latinx Students in Higher Education."

Two virtual live "inclusive conversations" are set, each featuring a different topic. The session at 12:15 p.m. on Sept. 18 will highlight "Colorism in the Latinx Community" while the 12:15 p.m. Oct. 2 session will spotlight the LGBTQ community.

"Torn Between Tongues" is a panel discussion focusing on differing opinions regarding some Hispanic/Latinx students being bilingual while others speak only English. It is set for 6 p.m. on Oct. 7. Students from Maryville University will also participate.

A panel discussion at 4:30 p.m. Oct. 13, "Proud to be the First: Struggles and Successes of First Gen Latinx," will feature first-generation Hispanic/Latinx students sharing their stories — including their successes and struggles. Lambda Theta Phi, Latin Fraternity Inc., Delta Phi Chapter is sponsoring the event.

Castillo said the goal through the various presentations is to highlight the history, culture, customs, contributions and advocacy of the Hispanic/Latinx people.

An assortment of entertaining Hispanic/Latinx activities also will take place during the month.

Julio Barrenzuela, an acclaimed professional dancer and "salsa ambassador" will present a virtual live salsa dance lesson at 6 p.m. Sept. 23. And the opportunity to learn about the history of the piñata and how to make a piñata will happen during a livestream virtual event at 4:30 p.m. on Sept. 30.

There is a chance to win prizes during "Loteria of Latinx personalities," a Hispanic game similar to Bingo, with the virtual game set for 6 p.m. on Oct. 5. Participants will also learn to make Latin food during a virtual live cooking demonstration at 6 p.m. on Oct. 14.

Find the complete schedule of events, including links to all virtual events, at hrc.siu.edu. For additional information, call 618-453-1843 or email cristina.castillo@siu.edu.

The Southern

Tuesday, September 15th, 19th, 23rd, 25th

Carbondale Times
Friday, September 18th

Park district offers new 'Nature Explorers' program

The Carbondale Park District's new Nature Explorers program offers an opportunity for children to get out and safely explore some of Carbondale's community nature trails.

Kids ages 2 to 8, along with a parent or caretaker, will walk the trail with a teacher, discussing various topics. After the hike, the group will do a short, socially distant activity. Masks will be required when social distancing cannot be maintained.

Nature Explorers will meet from 2 to 3 p.m. Tuesdays and Thursdays from Sept. 21 to Oct. 8. The registration and program fee is $30 for residents and $37.50 for all others.

Trails include the Oakland Nature Preserve, Fernlands Nature Preserve, Brush Hill Nature Preserve, Chautauqua Bottoms Nature Preserve, Marberry Arboretum and Green Earth Hiking Trail No. 2.

To register or get more information, go to cpkd.org.

•••

Did you know members of Carbondale's **Evergreen Garden Club** have maintained and developed the gardens at **Turley Park** for nearly four decades? The club is now celebrating its 73rd year of service in the Carbondale community and continues to maintain many gardens throughout the area. New members are always welcome. For more info, look for the club on **Facebook**.

•••

The **Carbondale Park District** is celebrating its **80th birthday** by challenging the community to take part in its **8-for-80 Challenge**. Participants will engage in at least eight minutes of recreation or leisure for 80 days. The challenge runs through Wednesday, Nov. 25. For more information, go to cpkd.org.

•••

The **Carbondale Park District**'s new **walking group** meets starting at 8 a.m. Sept. 14 to Oct. 30. For more information, visit cpkd.org or call 618-549-4222.

•••

BOYS GOLF

Davis leads Terriers to win

BRADEN FOGAL
The Southern

CARBONDALE — Cooler temperatures called for a perfect day of golf on Tuesday when host Carbondale welcomed Route 13 rival Murphysboro and Massac County to Hickory Ridge Golf Course.

Carbondale's Ian Davis carded a 35 to end the Terriers evening with a team score of 159. After the match, Davis said there were some shots he wished he could have back, but all-in-all a good day pushed the Terriers record to 17-1.

"I scored better than I played today," he said. "I did not putt it how I would have liked but I didn't hit it too bad so overall it was a pretty good round."

Davis earned his second medalist honor since doing so at Kokopelli last Wednesday. The sophomore is already one of the team's top leaders alongside senior Owen Thoms. Thoms and teammate Zach Sanders both scored a 41 to give Carbondale a 24-stroke advantage over second-place Massac County (183), and Murphysboro (205).

Davis prided himself on how well he swung his wedges but noted there's still room to improve on his short game. Coach Jared Cook already has a plan on how to help his sophomore captain improve.

"Basically, he's always done everything he needs to do to achieve his goals," said Cook. "For the most part, for him I try to be a positive reinforcement and help him keep from dwelling on any of those holes that he thinks are bad."

Davis birdied three holes on the evening with his ability to stick the ball right around the hole for easy tip-ins. The sophomore quickly ran into trouble when he bogeyed the second hole, but bounced back carding two birdies over his next four.

One more bogey on No. 7 gave Davis enough focus to close things out with a par and birdie to end the round. According to Cook, a bad day for Davis is a pretty good day for most golfers at Hickory Ridge.

"Today was just two holes that got me," said Davis. "It was hole two I limped out a close tap-in, ended up bogeying that, and then on hole seven I had about 20 feet and ended up somehow

Davis

From C1

three-putting that."

Davis knows what his team needs to work on during Carbondale's final three-match set, and then it's off to the conference championship and regional action.

"It's all about the shots that just don't need to be had," he said. "The three-putts, the missed short putts, the penalty strokes. We have plenty to clean up and I think that if we keep working hard we can get it done by the time conference rolls around."

Cook and the rest of his Terriers still await word on where regional action will take place. Whether it's at Hickory Ridge or elsewhere, the coach is confident in his club's ability to travel.

"To be here hosting anything in the past has seemed to benefit our guys," he said. "If we can host a regional then great, if not then we'll work with whatever sight we go to. These kids travel pretty well too as we saw at Kokopelli."

Carbondale will team up to face Althoff and Harrisburg on Thursday for another 4 p.m. start time at Hickory Ridge. The Terriers then finish out the month with two road matches and one at home before hosting the South Seven Conference contest on Thursday, Oct. 1.

Carbondale 159, Massac County 183, Murphysboro 205

Carbondale
Ian Davis–35
Owen Thoms–41
Zach Sanders–41
Kenri Grisham–42
Alex Baughman–43
Sam Baker–49
Massac County
Bennett Neely–44
Hayden Summers–45
J.J. Sweatt–47
Isaac Burnett–47
Preston Summers–52
Andrew Maurer–52
Murphysboro
Jacob Hobbs–49
Drew Caldwell–50
Grayson Guthman–52
Hayden Sullivan–54
Logan Vestal–55
Gabe Martin–67

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The Southern
Wednesday
September
23rd

The Southern Wednesday, September 23rd

GIRLS GOLF | SIRR CONFERENCE TOURNAMENT

BYRON HETZLER PHOTOS, THE SOUTHERN

Anna-Jonesboro's Marlee Smith reacts after missing a putt on the sixth hole during the SIRR Girls Golf Tournament at Hickory Ridge Golf Course on Tuesday in Carbondale.

The Southern Wednesday, September 23rd

Medalist honors

Massac County, Anna-Jonesboro take conference wins

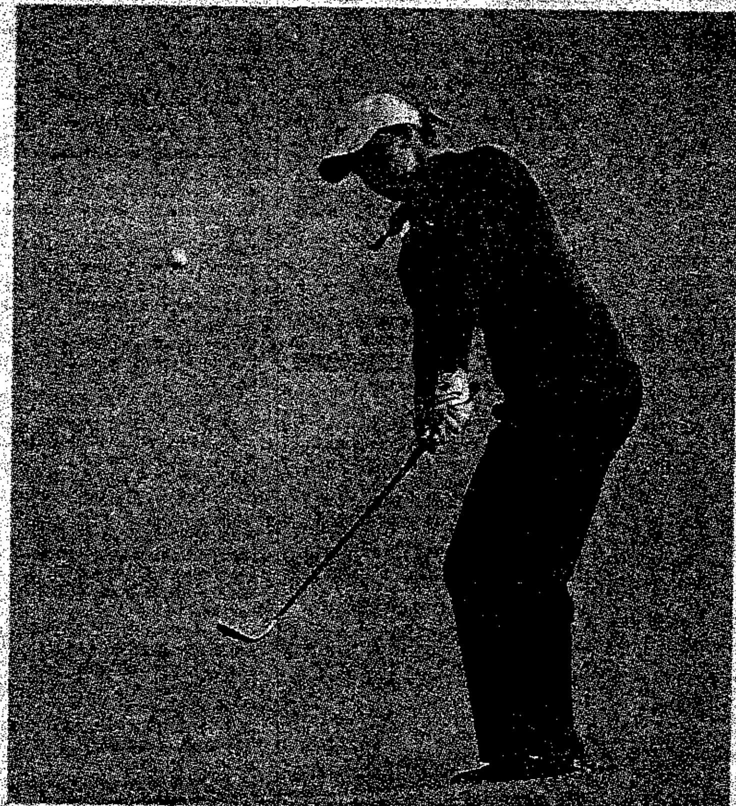
TODD HEFFERMAN
The Southern

CARBONDALE – COVID-19 limited Massac County High School's girls golf team to only playing in Illinois, and could threaten the Class 1A regionals next month.

But on Tuesday, the Lady Patriots were at one of the toughest courses in the region, and emerged with their 22nd SIRR Conference Tournament championship in the last 25 years. McKinnley Korte, the medalist after shooting a 9-over 81, managed to enjoy the present.

"We don't even know if we're guaranteed the next tournament, so, every time, we say 'We're going to come out here and play like it's our last,'" Korte said. "We're gonna have fun, and we're just gonna do our best, and then whatever happens, happens, and hopefully we'll get to the end of the season."

Korte shot seven over on the front nine but nearly parred the whole back side. After scoring a birdie on the par-4 14th, she double-bogeyed the 15th and finished with a 2-over 38.



Massac County's Lily Conkle chips onto the 11th green during the SIRR Girls Golf Tournament at Hickory Ridge Golf Course on Tuesday in Carbondale.

"This course is really hard. There are some tricky holes," Korte said. "You have to make sure your placement is great on it. Obviously, some of them didn't work as well as I wished they would, but, overall, it's a tough course and I'm happy how we all played."

The Lady Patriots won the Ohio Division with a 335 total, 61 shots better than Harrisburg (396) and 72 better than the Mississippi Division champ, Anna-Jonesboro (407). They had the top-five scorers, with Alexis Frazine (84), Elise Coakley (85), Lily Conkle (85) and Josie Walker (88) behind Korte.

Marlee Smith, a junior at Anna-Jonesboro, helped the Lady Wildcats hold off Nashville for the Mississippi crown by seven shots with an 89.

"I played it a little bit conservative, because it's what's gonna happen in the long run," Smith said. "Just because you get a par on that hole, the next couple holes you could get double bogies, so I was just trying to play conservatively."

Regionals are scheduled for Wednesday, Oct. 7, in what will be a pretty familiar field for Massac County. The Carbondale Regional features a SIRR reunion, with Herrin, Benton, West Frankfort, Murphysboro, Anna-Jonesboro, Pinckneyville, Carterville and Du Quoin joining the Terriers, Goreville, Johnston City and Zeigler-Royalton at Hickory Ridge.

Nashville and Sparta were assigned to the Waterloo Regional, and Harrisburg was sent north to the Mount Carmel Regional.

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On Twitter: @THefferman

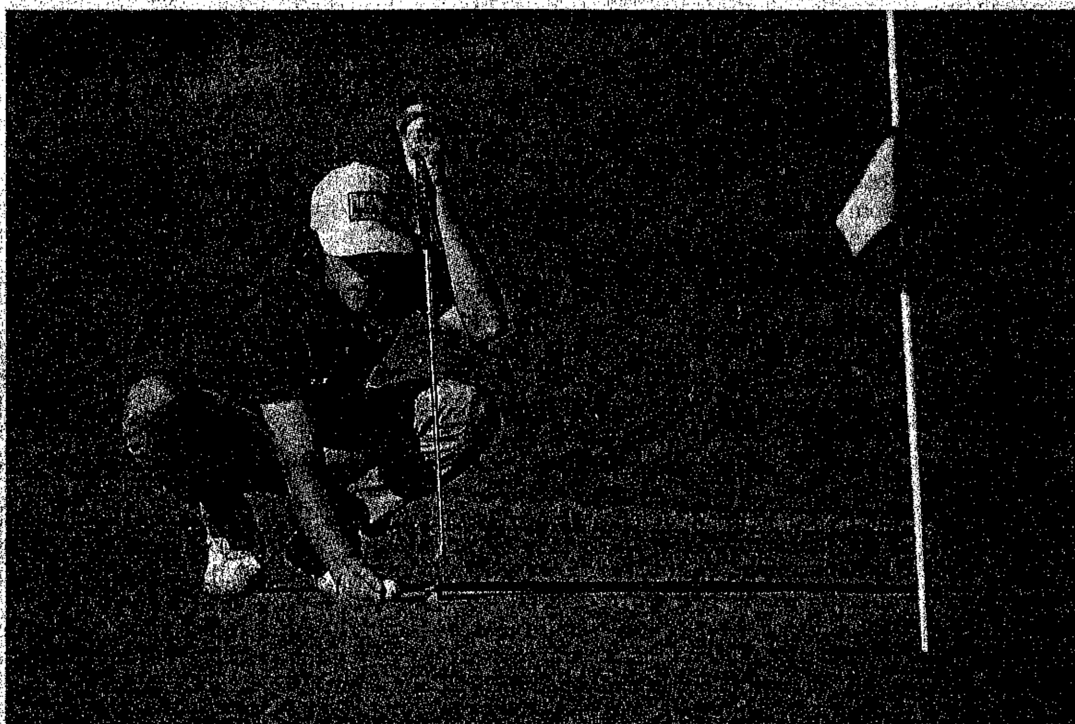
The Southern

Wednesday, September 30th

Taking the title

Benton, Anna-Jonesboro crowned conference champions

BRADEN FOGAL
The Southern



Anna-Jonesboro's Luke Lasley lines up his putt on the sixth hole during the SIRR Boys Golf Tournament at Hickory Ridge Golf Course on Tuesday in Carbondale.

CARBONDALE — A Southern Illinois River-to-River conference title had been a goal for the Benton Rangers since the season began in late August. On Tuesday, the team accomplished their collective goal with a first-place finish in the Ohio Division at Hickory Ridge Golf Course.

Sophomore Cy Norman carded a 72 leading Benton to it's sixth-consecutive conference title. Norman missed his chance at a medal as a freshman but finally earned one after shooting a 37 through his front-nine and a 35 on the back-nine.

The sophomore credited his father and coach Reggie Norman saying, "My dad's always been successful without me, so now I'm just trying to keep it rolling."

Norman finished the day five strokes ahead of West Frankfort's Tyson Elko (77) in second. Benton's Peyton Sieveking (79), Keaton House (84), Luke Melvin (86) Andrew Bell (88) and Nick Melvin (89) all earned medals after placing in the Top 10.

Final scores were based on every school's Top 4 finishers leaving West Frankfort (343) second, Harrisburg (361) third, Massac County (371) fourth, Herrin (373) fifth and Murphysboro (386) sixth. The Rangers will stick their first-place plaque with the rest before regional action begins next week.

"It feels good," Norman said of winning his first conference medal. "Obviously didn't play as well as I wanted to but it was good enough to get the win. The goal is to only get better from here as an individual and as a team."

Anna-Jonesboro placed first in the Mississippi Division only 20 strokes behind Benton in team scores, but more importantly eight strokes ahead of Coach Jason Guest and Nashville, who entered the season divisional winners over the past 11 seasons.

Luke Lasley stole the show by shooting a 69 for the Wildcats, earning medalist honors for a third-straight year. The junior said he's been working with his driver which has helped carry him to success throughout the season. Lasley opened up the day on the course's first hole that benefits a strong drive off the tee and it quickly showed carding a 36 through his first nine and a 33 in his final round.

"The beginning was shaky but once I got into a rhythm I played pretty well and I'm proud of myself," said Lasley. "I've hit my driver well all year and I hit it really well today. I hit almost every fairway today I think, and that really helped me."

Lasley's final scorecard left a quick impression on Norman after both golfers submitted their scores before others started rolling in. One thing the duo had in common was recognizing either of their games were as polished as they'd like them to be.

Please see GOLF, Page C2

The Southern

Golf

From C1

"With it being as cold as it was today, and windy, that's a very impressive score," Norman said on Lasley. "You can always find little things that push you and make you better. You can always become better no matter what you do."

With regionals coming up Lasley believes his best golf is still ahead of him.

"I think I can play better," he said. "I think I can make a few more putts, hit a few more fairways and hit a few more greens for sure."

Anna-Jonesboro placed three medalists alongside Lasley with Gavin Osman (85) in fifth and Kamden Richardson (92) in 10th. Richardson shared scores with Nashville's Parker Renken and Du Quoin's Caden Hutchens.

Wildcats coach Brandon Bierstedt stated afterwards that his team had been chasing the coattails of Nashville throughout the years, but finally came through with a performance out of freshman Nick Hannan.

The first four scores that came in for Anna-Jonesboro didn't match up well against those of the Hornets, but a 95 from Hannan gave Bierstedt's team the excitement they'd all been waiting for.

"It's been back-and-forth the last couple years with Jason," said Bierstedt. "It was really awesome to have Marlee (Smith) win for the girls in their first time winning, and then Luke is a three-time defending champion now in the boys' first time winning. So, we got all four at one time and it's like the grand slam of high school in golf for me in conference."

The Wildcats played without Ayden Bailey who continued to recover from surgery. That left the door open for Hannan to step up and his teammates appreciated it.

"That's awesome waiting on the final tee box to see what your sixth man shot to see if you're going to win a tournament or not," said Lasley. "That's the best feeling in the world when you see that's what he accomplished."

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1. Anna-Jonest
2. Nashville–3
3. Carterville–
4. Pinckneyvil
5. Du Quoin–3
6. Sparta–413

The Southern Friday, October 2nd

South Seven success

Full lineup leads Belleville Althoff to conference title

BUCKY DENT
The Southern

CARBONDALE — All the conditions seemed right for Carbondale to win the South Seven boys golf tournament, until the conditions turned against them.

Unable to tap into their home-course advantage Thursday at Hickory Ridge Public Golf Center, the Terriers finished a distant second to Belleville Althoff, 16 shots off the Crusaders' score of 316.

Carbondale had a chance to at least have the medalist, but Ian Davis' 73 on a cool, breezy afternoon was matched by Sam Beggs of Centralia. Beggs wasted little time winning the sudden-death playoff on the first hole.

"We haven't won a South Seven title in a while, and we were looking forward to this day," Terriers coach Jared Cook said. "But it just wasn't our day from the outset. It was cool and the wind had that state tournament feel to it.

Mount Vernon's Blaze Greathouse hits his approach shot to the ninth hole during the South 7 Boys Golf Tournament at Hickory Ridge Golf Course on Thursday in Carbondale.

"Our guys had to put on an extra layer or two of clothing we haven't had to all year. I think most of our guys would tell you that they shot scores today that were higher than they were expecting."

There was another factor in play. More specifically, Althoff's fortified roster. When Carbondale knocked off the Crusaders last month at Marion's invitational tournament, Althoff didn't have a couple of its regulars at the tough Kokopelli track because they were quarantining.

This time, a full Crusader lineup delivered three rounds in the 70s, led by Max Breuning and Parker Breuning with 76 and 78, respectively. Avery Irwin tacked on a 79. Althoff didn't have to count anything higher than an 83.

By contrast, the Terriers had to fill out their scorecard with an 89 and 90, more than negating the rounds of Davis and Owen Thoms (80). On a day where par acted more like birdie, Carbondale simply finished too many holes with bogey or worse.

"Today was just one of those days for us," Cook said. "I hope it will become a learning experience. We really haven't played in these conditions this year. I think we actually match up pretty well with Althoff, but we didn't show it today."

Centralia's Brock Milburn (81), Althoff's George Orlet (83), Mount Vernon's Blaze Greathouse (84) and Marion's Hayden Burns (88) rounded out the top 10. All top 10 finishers automatically earned all-conference honors.

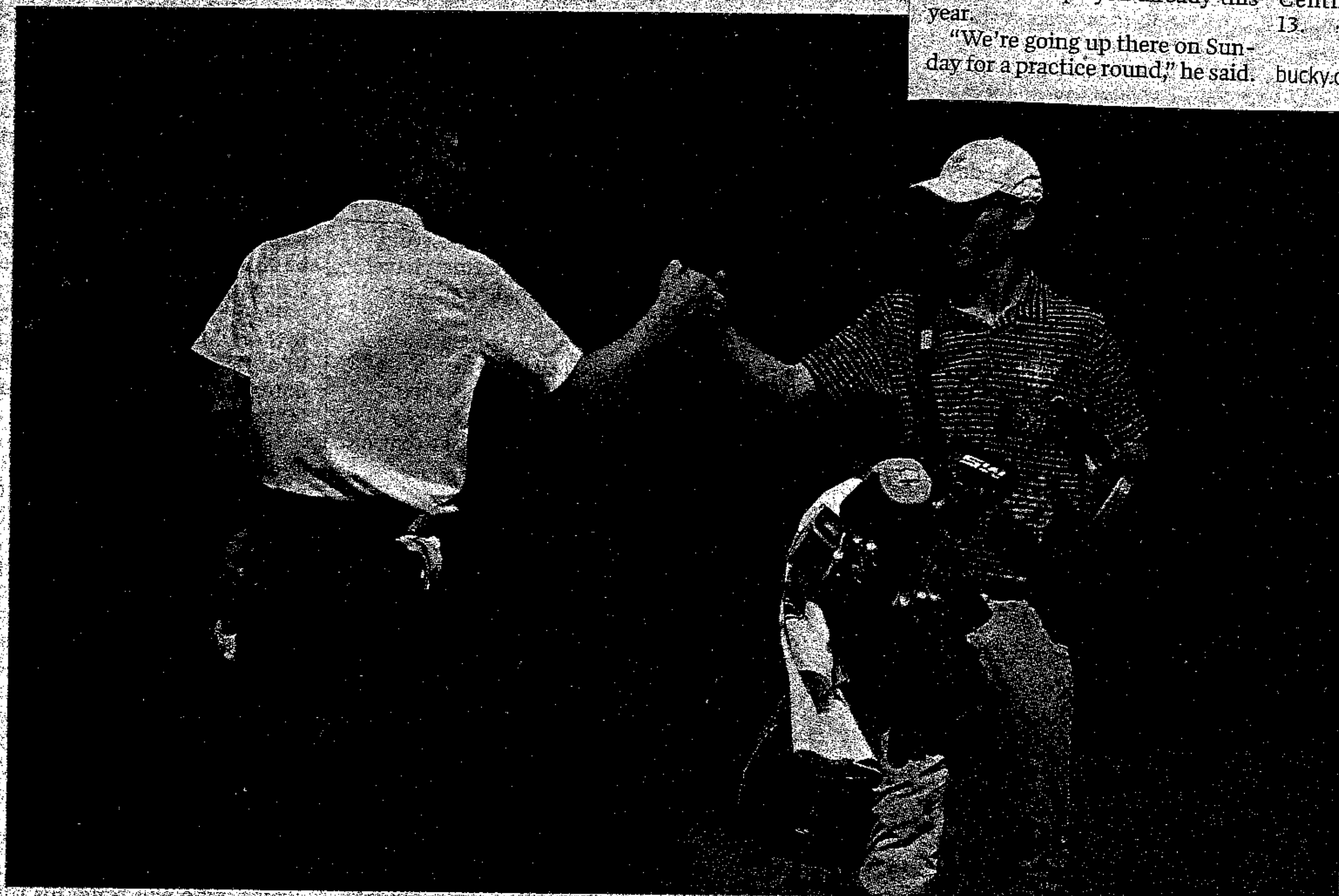
Centralia placed third in the team standings, two strokes behind the Terriers. Marion (361) settled for fourth and Mount Vernon (383) was fifth.

All the South Seven teams, except for Althoff, now prepare for Tuesday's Class 2A Mount Vernon Regional. Defending 2A

Please see **GOLF**, Page C2

The Southern Friday, October 2nd

BOYS GOLF



BYRON HETZLER PHOTOS, THE SOUTHERN

Carbondale's Ian Davis (left) and Althoff's Avery Irwin bump fists at the completion of their rounds during the South 7 Boys Golf Tournament at Hickory Ridge Golf Course on Thursday in Carbondale.

Golf

From C1

regional and sectional champ Benton heads the field, but Cook thinks Carbondale has a good chance to fare well at Green Hills, where it has played already this year.

"We're going up there on Sunday for a practice round," he said.

"I think it just comes down to executing shots for us. If we get practiced up right and play like we can Tuesday, we'll have a chance at the end of the day."

The top two teams and top four individuals not on a qualifying team will advance to the Centralia Sectional on October 13.

bucky.dent@thesouthern.com

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

A. Discussion/Approval Carbondale Park District Strategic Planning.

BOARD ACTION:

Motion By:____________________ 2nd By:______________________

ROLL CALL:

Adams____________ Flowers_________ Trimble___________

Sergeev___________ Suarez__________

To: Board of Commissioners
Carbondale Park District

From: John S Washburn

Re: Synopsis of Sept 22, 2020 Retreat

I enjoyed having the opportunity to facilitate the retreat with the Commissioners and staff on September 22. Working collaboratively we accomplished a great deal. It was a very long day and I especially thank everyone for their time and commitment to the future of the Carbondale Park District.

I am attaching a synopsis of the meeting with a mission, vision, goals, and activities. I took editorial license with the wording of the activities while trying to maintain the integrity of the original suggestion. The activities are not necessarily listed in priority order. **I would like for each Commissioner, the Executive Director, and Department Heads to send me their list of their top five activities in priority order for each goal.** It can be sent by email to jwash@siu.edu

I want to make it clear that these activities are not designed to be accomplished in one year. This is a list of activities suggested to be addressed over the next decade.

This is also not the final plan. In the original prospectus I sent on January 22, I indicated we would complete this process in three distinct phases. Phase I was an Environmental Scan. Phase II was a Full-Day Retreat. Phase III is preparation of the Final Plan. I revised the prospectus on February 12 indicating I would conduct two forums for the community. That is a part of the Phase I Environmental Scan. As you know, we were not able to conduct the forums because of COVID concerns.

The draft mission, vision, goals, and activities need to be reviewed by the Board and then shared with the community in forums of up to no more than 50 people. You may need four sessions with the community if we keep the numbers in attendance low. I will keep my fee the same as if I were doing two forums because I know you are short on revenue.

Again, thanks so much for the great discussion.

cc: Kathy Renfro
Executive Director

Draft Mission, Vision and Goals

Mission

The mission of the Carbondale Park District is to serve the rich diversity of the Carbondale community with an equally rich and diverse array of recreation, wellness, education and leisure opportunities.

We are dedicated to the preservation of public open space.

Vision

By 2030, the Carbondale Park District will be recognized for its unwavering dedication and leadership, providing an effective, efficient, engaged, stable, sustainable, and innovative array of parks and recreational opportunities.

Goals

I. To put in place the processes and systems necessary to operate effective and efficient programs and services.

II. To engage the community to ensure that all residents have equal access to a diverse array of high-quality leisure opportunities.

III. To ensure that the Carbondale Park District practices transparent financial stewardship and achieves long-term financial stability.

IV. To provide safe access to public open space and natural resources, modeling best practices of environmental stewardship.

V. To continue to explore new trends and ideas, to adapt existing programs and services, and to improve operational methods and processes as a strategy-focused organization.

VI. To create a Park District development strategy that encourages individuals and organizations to share their time, talent, and treasure.

GOALS AND ACTIVITIES

I. To put in place the processes and systems necessary to operate effective and efficient programs and services.

1. Update the Policy and Procedures Manual for the District to include a section on engagement with area agencies.

2. Review and revise the District's organizational chart.

3. Update the District's job descriptions for full and part-time staff.

4. Develop succession plans for key district staff.

5. Consider the use of an intergovernmental agreement with an outside entity for sharing of bookkeeping/accounting services and costs.

6. Consider partnering with agencies/organizations for use of a joint reservation system for enrolling citizens in programs

7. Develop a plan for workforce training and development for staff.

8. Review and revise employee benefits practices and determine where possible partnerships with other agencies for cooperative employee health insurance.

9. Develop an Emergency Management Plan for the District.

10. Continue to explore new information technology possibilities for social media, apps, and website development.

11. Expand relationships with Southern Illinois Healthcare and other area providers/professionals, particularly in areas associated with citizen wellness.

12. Consider employing a full or two part-time individuals to serve in marketing/social media and grant-writing functions.

13. Expand relationships with the University of Illinois Extension Service.

14. Consider employing a Business Manager who can also assist in Human Resources duties.

15. Consider partnering with other local cities in areas of common interests.

II. To engage the community to ensure that all residents have equal access to a diverse array of high-quality leisure opportunities.

1. Continue support for a high quality Hickory Ridge Golf Course with a particular focus on expanding junior golf.

2. Maintain the Parish Swim Program offering lessons to District 95 students.

3. Increase parent/child recreational offerings.

4. Continue and expand Junior Dawg Basketball.

5. Partner with agencies offering therapeutic recreational programs and services.

6. Consider implementing a "Painting in the Park" program.

7. Develop a Carbondale Skate and Dirt Bike Park.

8. Expand the footprint of Hickory Ridge Golf Course by better engaging the entire Carbondale community with the course.

9. Expand programs and services for seniors.

10. Consider building a "short" course of 2 to 3 holes at Hickory Ridge for young golfers and other beginners.

11. Fix the drainage problems on the practice facility at Hickory Ridge to expand use and revenue.

12. Continue the after school and child care program for older school -age populations.

13. Consider enclosing the Splash Park to replace the existing Life Center.

14. Partner with SIU, the City, and school districts to construct an inexpensive "pole barn - type" building for sports and community center purposes.

15. Repurpose the existing Life Center

III. To ensure that the Carbondale Park District displays transparent financial stewardship and achieves long-term financial stability.

1. Develop a narrative in the official district budget to show what functions are included in each budget item.

2. Address poor public perception of the district's shrinking revenue and deferred maintenance problems.

3. Generate a capital improvement plan for each department with a possible mechanism for paying for the plan, e.g., aquatics, golf, and child care. Review and increase fees as necessary.

4. Include district budget and audit information on the District website.

5. Explore grant opportunities with SIU, perhaps using an intern to assist in this effort.

6. Prepare a comprehensive inventory of district assets.

7. Develop an out-of-district fee structure for individuals so they can have access to programs and services at residents' rates.

8. Host a surplus equipment auction for unused district property.

IV. **To provide safe access to public open space and natural resources, modeling best practices of environmental stewardship.**

1. Explore opportunities for supervised, unstructured play in District green spaces.

2. Host a Community Education Day at Hickory Ridge Golf Course.

3. Landscape areas around Hickory Ridge Golf Course for special community viewing.

4. Initiate a walking/exercise playground Hickory Ridge Golf Course.

5. Explore the District's involvement in the "Learning in Retirement Program" at SIU.

6. Consider possibilities for inter-generational recreational opportunities.

7. Obtain an Audubon grant for community birding.

8. Use signage to acquaint the community with the environmental aspects of District property

9. Institute a District "bus pass" to highlight the array of District facilities.

10. Provide continuing education for employees focusing on environmental stewardship of District property.

11. Create natural habitat to reduce routine mowing.

V. To continue to explore new trends and ideas, to adapt existing programs and services, and to improve operational methods and processes as a strategy-focused organization.

1. Work with area agencies/organizations to develop a comprehensive community trail system.

2. Apply for and secure funding for capital improvements such as enclosing the Splash Park or building a community center.

3. Consider instituting a "Graffiti in the Park" program.

4. Support a drive-in movie and/or band shell at Evergreen Park.

5. Identify a location to teach bicycle safety.

6. Host an annual District celebration, e.g., happy hour or ice cream social.

7. Initiate a corn hole league.

8. Expand the list of activities on Hickory Ridge existing land beyond traditional golf in areas such a bocce ball, disc golf, and walking.

VI. To create a Park District development strategy that encourages individuals and organizations to share their time, talent, and treasure.

1. Invite community groups and businesses to meet at Hickory Ridge Golf Course. Audio-visual equipment will have to be purchased for this purpose.

2. Encourage district employees to attend various community meetings, e.g., Lions, Kiwanis, Rotary.

3. Explore the benefits of initiating a Foundation or Charitable Organization as a fundraising arm of the District.

4. Cultivate individual endowments to support the District.

5. Create a "Pennies in the Park" program in conjunction with the school district.

6. Work with SIU registered student organizations and high school groups to provide a "day of service" to the District

7. Initiate a summer youth program as a first step for exposing area young people to work.

8. Explore with Man-Tar-Con possibilities for providing On-The-Job training experiences for new employees.

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

B. Discussion/Approval 2020 GO Bonds.

Staff recommends approval of the 2020 GO Bonds

BOARD ACTION:

Motion By:____________________ 2nd By:____________________

ROLL CALL:

Adams__________ Flowers__________ Trimble__________

Sergeev__________ Suarez__________

Speerbids.com Sale Summary

Issuer: Carbondale Park District, Jackson County, Illinois

Sale: $621,305.00 General Obligation Limited Tax Park Bonds, Series 2020
Sale Date: October 8, 2020

Name of Bank	Name of Banker	Interest Rate	Interest Cost	Bid	Held or re-offered
First Southern Bank	Raymond Altmix	1.1500%	$7,522.11	Par	Held
Peoples National Bank of Kewanee	Charles Eastman	1.2300%	$8,045.38	Par	Held
Herscher CUSD No. 2	Rich Decman	1.7000%	$11,119.63	Par	Held

The issue has been resized to $633,260.00.

AN EXCERPT OF MINUTES OF A PUBLIC MEETING OF THE BOARD OF PARK COMMISSIONERS OF THE CARBONDALE PARK DISTRICT, JACKSON COUNTY, ILLINOIS, HELD AT THE CIVIC CENTER, 200 SOUTH ILLINOIS AVENUE, CARBONDALE, ILLINOIS, AT 6:00 P.M., ON THE 12TH DAY OF OCTOBER, 2020.

The President called the meeting to order and directed the Secretary, to call the roll. Upon roll call, the following Commissioners answered present at said location: ____

____.

The following were absent:____.

* * *

The President then announced that the Board would next consider the adoption of an ordinance providing for the issuance and sale of general obligation limited tax park bonds in one or more series and in an aggregate principal amount not to exceed $633,260 for the purposes (a) paying debt service on the District's outstanding debt, (b) paying for capital projects in the District, and (c) paying costs of issuances and incidental expenses.

Whereupon Commissioner ____________ presented and the Secretary read in full an ordinance as follows:

ORDINANCE NO: 2020-__

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $633,260 GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2020 OF THE CARBONDALE PARK DISTRICT, JACKSON COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS.

WHEREAS, the Carbondale Park District, Jackson County, Illinois (the "District"), is a duly organized and existing municipality operating under the provisions of the Park District Code, as amended, and under the laws of the State of Illinois; and

WHEREAS, the Board of Park Commissioners of the District (the "Board") has determined that it is necessary and in the best interests of the residents of the District to issue general obligation limited tax bonds of the District to (a) pay debt service on the District's outstanding debt (the "Outstanding Bonds") (the payment of the debt service on the Outstanding Bonds, the "Refunding"), (b) pay for capital projects in the District (the "Project"), and (c) pay for the costs of issuance and incidental expenses, all for the benefit of the inhabitants of the District; and

WHEREAS, on September 10, 2018, the Board held a public hearing pursuant to the Bond Issuance Notification Act following notice published in the *Carbondale Times*, a newspaper of general circulation in the District on August 31, 2018; and

WHEREAS, the Board determines that it is necessary that the District borrow an aggregate amount not to exceed $633,260 in one or more series and issue bonds pursuant to 70 ILCS 1205/6-2; and

WHEREAS, the amount of outstanding non-referendum general obligation bonds of the District, including the proposed bonds, will not exceed 0.575% of the aggregate assessed valuation of all taxable property within the District; and

WHEREAS, the District is authorized to issue limited bonds payable from the debt service extension base, as defined in the Property Tax Extension Limitation Law and the bonds are being issued as limited bonds as provided in 30 ILCS 350/15.01; and

WHEREAS, the Board now finds that it is necessary and advisable to proceed forthwith to provide for the issuance of said bonds:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CARBONDALE PARK DISTRICT, JACKSON COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Preamble. The Board hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and do hereby incorporate such recitals into this ordinance by this reference.

Section 2. Findings; Issuance of Bonds. The Board hereby finds and determines that it is necessary and in the best interest of the District that bonds be issued to fund the Refunding, to fund the Project, and to pay the costs of the District in connection with the issuance of such bonds.

There shall be borrowed on the credit of and for and on behalf of the District the aggregate principal amount of $633,260, and that the District shall issue in the name of the District its "General Obligation Limited Tax Park Bonds, Series 2020" (the "Bonds") pursuant to the Park Code for the purpose of the payment of funding the Refunding and the Project and paying the costs of issuance of the Bonds.

The Bonds shall be issued in the denomination of $5.00 and integral multiples in excess thereof, numbered consecutively from 1 upward and dated the date of delivery which is expected to be October 26, 2020; and interest on the Bonds shall be payable on November 15, 2021. The Bonds shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined). The Bonds shall mature on November 15, 2021, in the principal amount of $633,260 and shall bear interest at the rate of 1.15% per annum (computed on a basis of a 360-day year of twelve 30-day months).

Interest on the Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the first (1^{st}) day of the month of an interest payment date an on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before November 1, 2021, in which case they shall bear interest from the original date until the principal shall be fully paid. All payments of interest on the Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners thereof as the names appear as of the first (1st) day of the month containing the interest payment date and at the addresses as they appear on the registration books kept by the Registrar (as hereinafter defined) or at such other address as is provided to the Paying Agent (as defined below in Section 3) in writing by such registered owner.

Section 3. Registrar and Paying Agent. First Southern Bank (the "Registrar" or "Paying Agent"), is hereby appointed to serve as registrar and paying agent for the Bonds. The Registrar is hereby charged with the responsibility of authenticating the Bonds.

Each Bond shall be transferable or exchangeable only upon the books of the District kept for that purpose at the designated corporate trust office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the District except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The District, Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as registrar and paying agent upon giving 30 days' notice in writing to the District and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30-day period or upon the earlier appointment of a successor registrar and paying agent by the District. Any such notice to the District may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as registrar and paying agent by the District, in which event the District may appoint a successor registrar and paying agent. The District shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the registrar and paying agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the District, the President, the Treasurer of the District (the "Treasurer") or the Secretary are authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The President and Secretary are further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the fund established to pay the principal and interest on the Bonds as fiscal agency charges.

Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

The Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the District indemnification for all costs and expenses associated with such printing.

Section 4. Redemption. The Bonds are not subject to redemption prior to maturity.

Section 5. Execution and Negotiability. Each of the Bonds shall be executed in the name of the District by the manual or facsimile signature of the President, and the seal of the District shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary; and these officials, by the execution of a General and Organizational Certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Bonds. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Illinois, subject to the provisions for registration herein.

The Bonds shall also be authenticated by the manual signature of the Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 6. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery:

REGISTERED NO R-__	REGISTERED $________

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF JACKSON

CARBONDALE PARK DISTRICT
GENERAL OBLIGATION LIMITED TAX PARK BOND, SERIES 2020

Interest Rate	Maturity Date	Original Date	Authentication Date

REGISTERED OWNER:

PRINCIPAL SUM:

The Carbondale Park District, Jackson County, Illinois (the "District"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate per annum stated above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first (1^{st}) day of the month of an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this bond is authenticated on or before November 1, 2021, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable on November 15, 2021.

This bond is one of an authorized issue of General Obligation Limited Tax Park Bonds, Series 2020 (the "Bonds") of the Carbondale Park District, Jackson County, Illinois (the "District") of like date, tenor and effect, aggregating Six Hundred Thirty-Three Thousand Two Hundred Sixty Dollars ($633,260); numbered consecutively from 1 up; issued for the purpose of paying the costs of the Refunding and the Project (as defined in the Ordinance) and the costs of issuing the bonds. This bond is issued pursuant to a Bond Ordinance (the "Ordinance ") adopted by the Board of Commissioners of said District (the "Board") on October 12, 2020, and in accordance with Park Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act, as amended from time to time, the proceeds of which bonds are to be applied solely to pay the costs of the Refunding and the payment of costs of issuance.

The bonds are not subject to redemption prior to maturity.

This bond is transferable or exchangeable only upon the books of the District kept for that purpose at the designated corporate trust office of the Registrar by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The District, the Registrar, the Paying Agent (as hereinafter defined) and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This bond is subject to defeasance prior to payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE.

The District has designated the bonds as qualified tax-exempt obligations to qualify the bonds for the $10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of $5.00 and integral multiples in excess thereof.

The principal of this bond is payable at the office of First Southern Bank, Marion, Illinois (the "Registrar" or "Paying Agent"). All payments of interest on this bond shall be paid by check, mailed one (1) business day prior to the interest payment date to the registered owner hereof as of the first (1^{st}) day of the month of such interest payment date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the bond shall be made in any coin or currency of the United States of

America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This bond is a general obligation of the District payable from ad valorem taxes to be levied on all taxable property within the District without limitation as to rate. The amount of said taxes that may be extended to pay this bond is, however, limited as provided by law to the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) (the "Base"). The District is authorized to issue from time to time additional limited bonds payable from the Base and additional non-referendum bonds payable from property taxes unlimited as to rate or amount, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds. This bond is negotiable, subject to registration provisions, pursuant to the laws of the State of Illinois.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that the indebtedness of the District, including the issue of the Bond of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Carbondale Park District, Jackson County, Illinois, has caused this bond to be executed by the manual or facsimile signature of the President of the District, the seal of said District (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the duly authorized manual or facsimile signature of the Secretary, all as of the Original Date identified above.

CARBONDALE PARK DISTRICT
JACKSON COUNTY, ILLINOIS

By: ______________________________
President, Board of Park Commissioners

(SEAL)

Attest:

By: ______________________________
Secretary, Board of Park Commissioners

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the within-mentioned Ordinance.

FIRST SOUTHERN BANK, as Registrar

By: ______________________________

Authorized Representative

[End of Form of Bond]

Section 7. Authorization for Preparation and Sale of the Bonds; Purchase Contract. The Treasurer is hereby authorized and directed to have the Bonds prepared, and the President and the Secretary are hereby authorized and directed to execute and attest the Bonds in the form and manner provided herein. The Treasurer is hereby authorized and directed to deliver the Bonds to First Southern Bank (the "Purchaser"), upon receipt of the purchase price therefor in the amount of $633,260. The contract for the sale of the Bonds heretofore entered into (the "Purchase Contract") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the Purchase Contract. Before being issued, the Bonds shall be registered and numbered, such registration being made in a book provided for that purpose, in which shall be entered a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due. The Bonds shall be executed as in this ordinance provided as soon after the execution of the Purchase Contract as may be done, and thereupon the Bonds shall be deposited with the Treasurer who receives the taxes of the District, and be by said Treasurer delivered to the Purchaser upon receipt of the purchase price therefor.

(a) The Bonds when fully paid for and delivered to the Purchaser, shall be the binding general obligations of the District. The proper officers of the District are hereby directed to sell the Bonds to the Purchaser and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

Section 8. Term Sheet. Distribution of a term sheet (the "Term Sheet") prepared by Speer Financial Inc., municipal advisor, on behalf of the District, is hereby approved and the President of the Board is authorized and directed to execute the Term Sheet on behalf of the District in a form consistent with this Ordinance.

Section 9. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due and also pay and discharge the principal thereof at maturity, there shall be levied upon all the taxable property within the District a direct annual tax (the "Pledged Taxes") for each of the years while the Bonds are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, in addition to all other taxes, the following direct tax to be levied in 2020 (collectible in 2021):

Levy Year	Collection Year	A Tax Sufficient to Produce the Sum of:
2020	2021	$640,926.84 for principal and interest

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from current funds on hand of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the Purchaser and the holders of the Bonds that so long as the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy, unless the abatement of any particular tax levy amount has been provided for through the deposit of moneys in a segregated account, and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund (as such term is hereinafter defined) established to pay the principal of and interest on the Bonds.

The funds derived from the tax levy be and the same are hereby appropriated and set aside for the sole and only purpose of paying principal and interest on said Bonds when and as the same become due. The funds from the sale of said Bonds be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

If the District deposits funds from any lawful source into the Bond Fund, the Secretary shall file written direction with the County Clerk to abate the taxes by the amount so deposited, and such deposits shall be made prior to any such abatement being filed with the County Clerk. No Pledged Taxes may be abated unless and until the proper amount of such abatement has been deposited irrevocably into the Bond Fund and dedicated to the payment of the Bonds.

Section 10. Filing of Ordinance. Forthwith upon this ordinance becoming effective, the Secretary is hereby directed to file a certified copy of this ordinance, which certificate shall recite that this ordinance has been passed by the Board and published, with the County Clerk of Jackson County (the "County Clerk"), and it shall be the duty of said County Clerk in and for the year 2020 to ascertain the rate necessary to produce the tax herein and therein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in said year, in order to raise the amount aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the District, and when collected, the taxes hereby levied shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 11. Bond Proceeds. A portion of the proceeds of the Bonds in the amount of $234,470.00 of the Bonds shall be used for the payment of refunding the Districts Outstanding Bonds and shall be used solely for the Refunding. $8,200.00 shall be used for the payment of costs of issuance. Any proceeds of the Bonds remaining shall be deposited in the Capital Project Fund (defined below) and used to fund the Project.

Section 12. Bond Fund. There is hereby created and established a special fund of the District known as the "Bond Fund, Series 2020" (the "Bond Fund") to be held by the Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the District by this ordinance. The Bond Fund shall be the fund for the payment of the principal of and interest on the Bonds at maturity or on interest payment dates or redemption. Any capitalized interest included in the proceeds of the sale of the Bonds shall be deposited in the Bond Fund for the payment of interest on the Bonds, and Pledged Taxes shall be deposited into the Bond Fund, as received, and shall be used solely and only for the payment of principal and interest on the Bonds when due (including any redemption). The Bonds are secured by a pledge of all moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the District are discharged under this ordinance. Accrued interest received at the time of delivery of the Bonds, if any, shall be deposited in the Bond Fund.

Section 13. Capital Project Fund. There is hereby created and established a special fund of the District known as the Capital Project Fund (the "Capital Project Fund") to be held by the Treasurer of the District. Said fund is to be used for the financing of the Project. In the event that any moneys remain in the Capital Project Fund upon completion of the Project, the District shall use such money for additional capital improvements within the District or deposit the remaining moneys in the Bond Fund in which case such moneys shall be used to pay the principal of and interest on the Bonds on the earliest possible date.

Section 14. Escrow Fund. There is hereby created and established a special fund of the District known as the "Escrow Fund" (the "Escrow Fund") to be held by the Treasurer, which is a trust fund established for the purpose of providing for the payment of refunding the Districts Outstanding Bonds and shall be used solely for the Refunding. Any proceeds of the Bonds remaining in the Escrow Fund after the Refunding shall be deposited in the Bond Fund and shall be used to pay principal of and interest on the Bonds.

Section 15. Additional Funds and Accounts. In addition to the funds established hereunder, the President is hereby authorized and directed to establish, and the Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in this ordinance.

Section 16. Defeasance of the Bonds. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid; or (i) sufficient moneys or (ii) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury), the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to any pledge of the Pledged Taxes made herein.

Section 17. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 ⅔%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right from time to time, anything contained in this ordinance to the contrary notwithstanding, to consent to and approve the adoption by the District of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this ordinance; or

(b) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(c) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or

(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

If the owners of not less than sixty-six and two-thirds percent (66 ⅔%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Secretary, no owner of any Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the District from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the District and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the District and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the District and the consent of the owners of all the Bonds then outstanding.

Section 18. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds (the "Code") and as an inducement to purchasers of the Bonds, the District represents, covenants and agrees that:

(a) The projects financed with the proceeds of the Outstanding Bonds will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the District or another state or local governmental unit, will use more than ten percent (10%) of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than ten percent (10%) of the proceeds of the Bonds. If the District enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 2014-67, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than ten percent (10%) of the proceeds of the Bonds.

(b) No more than ten percent (10%) of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, this ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the District) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than five percent (5%) of the Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than five percent (5%) of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The District reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

(e) No more than five percent (5%) of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The District hereby designates each of the Bonds as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the District hereby certifies that (i) none of the Bonds will be at any time a "private activity bond" (as defined in Section 141 of the Code) other than a "qualified 501(c)(3) bond" (as defined in Section 145 of the Code), (ii) as of the date hereof in calendar year 2020, the District has not issued any tax-exempt obligations of any kind other than the \ Bonds nor have any tax-exempt obligations of any kind been issued on behalf of the District and (iii) not more than $10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the District during calendar year 2020 will be designated for purposes of Section 265(b)(3) of the Code.

(g) Neither the District nor the Board will take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the District or the Board act in any other manner which would adversely affect such exclusion.

(h) It shall not be an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(i) The District certifies that to the extent necessary to preserve the exclusion from gross income of interest on the Bonds for federal tax purposes, it will rebate any arbitrage profits to the United States of America in accordance with Section 148(f) of the Code and the Regulations promulgated thereunder.

(j) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

The District hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the President and the Secretary, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be excludable from gross income for federal income tax purposes. In connection therewith, the District further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds as required pursuant to Section 148 of the Code and the regulations promulgated thereunder; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, municipal advisors, attorneys, and other persons to assist the District in such compliance.

Section 19. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the District receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 20. Registered Form. The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 21. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 22. Publication. The Secretary is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in his/her office.

Section 23. Conflicting Ordinances. All ordinances, resolutions and parts of ordinances and resolutions, in conflict herewith are hereby repealed.

Section 24. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

Section 25. Effective Date. This ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this October 12, 2020, by a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this October 12, 2020.

____
President, Board of Park Commissioners
Carbondale Park District
Jackson County, Illinois

ATTEST:

____
Secretary, Board of Park Commissioners
Carbondale Park District
Jackson County, Illinois

Commissioner __________ moved and Commissioner _________ seconded the motion that said ordinance as presented by the Secretary be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said ordinance as presented.

Upon the roll being called, the following Commissioners voted AYE: _____________

____

and the following Commissioners voted NAY: ______________________________

____

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting by officers of the Board and directed the Secretary to record the same in full in the records of the Board of Park Commissioners of the Carbondale Park District, Jackson County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

____
Secretary, Board of Park Commissioners
Carbondale Park District
Jackson County, Illinois

STATE OF ILLINOIS)
)SS
COUNTY OF JACKSON)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Carbondale Park District, Jackson County, Illinois (the "District"), and as such official am the keeper of the official journal of proceedings, books, records, minutes and files of the President and Board of Park Commissioners (the "Board").

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on October 12, 2020, insofar as the same relates to the adoption of Ordinance No. 2020-__ entitled:

> AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $633,260 GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2020 OF THE CARBONDALE PARK DISTRICT, JACKSON COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS.

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

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the District has complied with all of the provisions of said Act and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said District, this _____ day of October, 2020.

____
Secretary, Board of Park Commissioners
Carbondale Park District

(SEAL)

STATE OF ILLINOIS)
)SS
COUNTY OF JACKSON)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Jackson County, Illinois, and as such official I do further certify that on the ___ day of October, 2020, there was filed in my office a duly certified copy of Ordinance No. 2020-__ entitled:

> AN ORDINANCE PROVIDING FOR THE ISSUANCE OF $633,260 GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2020 OF THE CARBONDALE PARK DISTRICT, JACKSON COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS.

duly adopted by the Board of Commissioners of the Carbondale Park District, Jackson County, Illinois, on October 12, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of October, 2020.

____
County Clerk of Jackson County, Illinois

(SEAL)

Speer Financial, Inc.

INDEPENDENT MUNICIPAL ADVISORS

Carbondale Park District, Jackson County, Illinois

General Obligation Limited Tax Park Bonds, Series 2020
(the "Rollover Bonds")

PLANNING PACKET – AUGUST 7, 2020

Speer Financial, Inc.

- Independent municipal advisor to the District since 1991
- Financial planning, refunding analysis and debt modeling services
- Continuing disclosure services
- Serving over 80 Park and Forest Preserve District Clients*
- #1 Municipal Advisor in Illinois, for 2019, based on volume of sales**

230 West Monroe Street, Suite 2630
Chicago, IL 60606
(312) 346-3700
www.speerfinancial.com

*Based on Speer Financial, Inc. Records
** Source: Thomson Reuters

Ms. Kathy Renfro
Executive Director
Carbondale Park District
1115 W. Sycamore St.
Carbondale, IL 62901

Dear Kathy:

General obligation limited tax park bonds, or the Rollover Bonds, are payable from a direct property tax that is limited by the District's debt service extension base. The District has annually issued rollover bonds to fully utilize this levying capacity and has used the proceeds from these bonds to pay debt service due on the District's outstanding alternate revenue source bonds and to generate additional capital for the District.

This planning packet is structured to provide you with the preliminary details of the proposed issuance and is designed to aid the decision making process. Current and future market conditions and interest rates are subject to change and any information based on such market conditions and interest rates is not guaranteed.

Speer Financial, Inc. is not affiliated with any broker-dealer nor do we service in any capacity other than municipal advisor. This enables Speer to offer unbiased advice solely in the District's best interests and avoid any conflicts of interest. Should you have any questions regarding any information presented in this planning packet please don't hesitate to reach out to me. I look forward to assisting you through this process.

Sincerely,

Aaron Gold
Assistant Vice President
Speer Financial, Inc.
(847) 533-2154
agold@speerfinancial.com

Distribution list

CONTACT	ROLE/TITLE	ORGANIZATION	EMAIL	PHONE
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James D. Shanahan	Bond Counsel	Taft Stettinius & Hollister, LLP	jdshanahan@taftlaw.com	(312) 527-4000
Michael R. Twomey	Local Counsel	Barrett, Twomey, Broom, Hughes & Hoke, LLP	mrtwomey@bthh.com	(618) 457-0437
Dan Forbes	Municipal Advisor	Speer Financial, Inc.	dforbes@speerfinancial.com	(312) 780-2281
Aaron Gold	Municipal Advisor	Speer Financial, Inc.	agold@speerfinancial.com	(847) 533-2154

Financing Timetable

ACTION	PARTY RESPONSIBLE	DATE
BINA Publication Deadline	District	NA
BINA Public Hearing	District	NA
Competitive Sale	All Parties	10/8/2020
Adopt Bond Ordinance	District	10/12/2020
Closing	All Parties	10/26/2020

News Paper Publication *Board action*

Bond Issue Notification Act (BINA)

A BINA Hearing will not be required to proceed with the issuance of the Rollover Bonds

Definition

- The BINA requires a Board to hold a public hearing concerning the District's intent to sell General Obligation Bonds prior to adopting a bond ordinance.

Exemptions

- Proceeds that are used to refund other obligations.
- The District is issuing general obligation bonds that have been approved via a referendum.

Expiration

- The authority to issue is security specific and remains in effect for three years after the date of the BINA hearing.

Requirements

- A notice of the public hearing must be published not less than seven and not more than thirty days before the public hearing.
- The notice of the public hearing must be posted at the principal office of the Park Board at least two days before the public hearing.
- The Park Board is required to wait seven days following the BINA Hearing before adopting the bond ordinance.

Date	BINA Amount	Issue Name	Amount Utilized	Remaining Capacity	Expires
9/12/2016	2,100,000			2,262,255	2019
10/24/2016		Series 2016	(658,245)	1,604,010	2019
7/10/2017		Series 2017A	(500,000)	1,104,010	2019
10/23/2017		Series 2017B	(585,710)	518,300	2019
9/10/2018	1,700,000			2,218,300	2021
11/5/2018		Series 2018A	(520,375)	1,697,925	2021
11/5/2018		Series 2018B	(73,615)	1,624,310	2021
9/30/2019		Series 2019B	(611,800)	1,012,510	2021
10/26/2020		Series 2020 [1]	(621,305)	391,205	2021

[1] Preliminary Subject to Change

The Rollover Bonds Sizing Constraints

Total Debt Capacity

			Non-Referendum Debt Capacity 0.575% of EAV	Total Debt Capacity 2.875% of EAV
District EAV of Taxable Property, 2018		322,497,680		
Total		322,497,680		
Statutory Non-Referendum Authority (0.575% of EAV)			1,854,362	
Statutory Debt Limitation (2.875% of EAV)				9,271,808
Outstanding Debt:	Final Maturity Date:			
GO Limited Tax Park Bonds, Series 2017A	12/15/2024	373,000	373,000	373,000
GO Refunding Park Bonds (Alternate Revenue Source), Series 2019A	12/15/2035	3,045,000	-	-
GO Limited Tax Park Bonds, Series 2019B	11/15/2020	611,800	611,800	611,800
GO Limited Tax Park Bonds, Series 2020 [1]	11/15/2021	621,305	621,305	621,305
Total		4,651,105	1,606,105	1,606,105
Legal Debt Margin [2]			248,257	7,665,703

[1] Preliminary subject to change

[2] Preliminary Debt Margin as of 10/26/2020

Debt Service Extension Base (DSEB)

Year	DSEB	CPI Increase	Cumulative Increase
Base	591,949.25		
2009	592,541.19	0.10%	591.94
2010	608,539.80	2.70%	16,590.55
2011	617,667.89	1.50%	25,718.64
2012	636,197.92	3.00%	44,248.67
2013	647,013.28	1.70%	55,064.03
2014	656,718.47	1.50%	64,769.22
2015	661,972.21	0.80%	70,022.96
2016	666,606.01	0.70%	74,656.76
2017	680,604.73	2.10%	88,655.48
2018	694,897.42	2.10%	102,948.17
2019	708,100.47	1.90%	116,151.22
2020	724,386.78	2.30%	132,437.53

The Rollover Bonds: Preliminary Model

Carbondale Park District, Jackson County, Illinois

General Obligation Limited Tax Park Bonds, Series 2020

Dated: 10/26/2020

Preliminary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Levy	DSEB Total
10/26/2020	-	-	-	-		-
11/15/2021	621,305.00	3.000%	19,622.88	640,927.88	2020	640,927.88
Total	**$621,305.00**	-	**$19,622.88**	**$640,927.88**		-

Yield Statistics

Bond Year Dollars	$654.10
Average Life	1.053 Years
Average Coupon	2.9999996%
Net Interest Cost (NIC)	2.9999996%
True Interest Cost (TIC)	2.9755162%
Bond Yield for Arbitrage Purposes	2.9755162%
All Inclusive Cost (AIC)	4.2603254%

IRS Form 8038

Net Interest Cost	2.9999996%
Weighted Average Maturity	1.053 Years

			General Obligation Limited Tax Park Bonds Debt Service				
Levy Year	Bond Year	DSEB[1]	Series 2017A	Series 2019B	Series 2020 [2]	Total	Current DSEB Margin
2019	2020	708,100.47	83,838.50	624,257.78		708,096.28	4.19
2020	2021	724,386.78	83,458.50		640,927.88	724,386.38	0.40
2021	2022	735,252.58	82,902.50			82,902.50	652,350.08
2022	2023	746,281.37	83,164.50			83,164.50	663,116.87
2023	2024	757,475.59	83,200.00			83,200.00	674,275.59
Total			416,564.00	624,257.78	640,927.88	1,681,749.66	

[1] The DSEB in 2021 and beyond is estimated to grow at a rate of 1.5%

[2] Preliminary, subject to change.

Carbondale Park District, Jackson County, Illinois
General Obligation Limited Tax Park Bonds, Series 2020
Preliminary Costs of Issuance/Allocation of Proceeds

Security:	**GO LTD**	
Tax Status:	**Tax-Exempt**	
Issue:	**Series 2020**	Total
Issue Size:	$621,305.00	$621,305.00

Fee	Service Provider	Series 2020	Total
Financial Advisor	Speer Financial Inc.	$3,750.00	$3,750.00
Bond Counsel	Taft Stettinius & Hollister, LLP	3,750.00	3,750.00
Term Sheet Preparation	Speer Financial Inc.	350.00	350.00
SpeerBids.com	Speer Financial Inc.	350.00	350.00
	Total Costs of Issuance:	$8,200.00	$8,200.00

Prior Obligations	Payment Date	Series 2020	Total
Series 2019A	12/15/2020	$234,470.00	$234,470.00
	Prior Obligations Paid with Bond Proceeds:	$234,470.00	$234,470.00

Capital Proceeds		Series 2020	Total
	Total Capital Proceeds	$378,635.00	$378,635.00
	Rounding:	$0.00	$0.00

Method of Sale	Series 2020
	Competitive Term Sheet Sale

Other Outstanding Obligations: General Obligation Limited Tax Park Bonds

Carbondale Park District, Jackson County, Illinois

General Obligation Limited Tax Park Bonds, Series 2019B

Final

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSEB Total
09/30/2019	-	-	-	-	-
11/15/2020	611,800.00	1.810%	12,457.78	624,257.78	624,257.78
Total	**$611,800.00**	-	**$12,457.78**	**$624,257.78**	-

Yield Statistics

Bond Year Dollars	$688.28
Average Life	1.125 Years
Average Coupon	1.8100004%
Net Interest Cost (NIC)	1.8100004%
True Interest Cost (TIC)	1.7998693%
Bond Yield for Arbitrage Purposes	1.7998693%
All Inclusive Cost (AIC)	2.9390430%

IRS Form 8038

Net Interest Cost	1.8100004%
Weighted Average Maturity	1.125 Years

Carbondale Park District, Jackson County, Illinois

General Obligation Limited Tax Park Bonds, Series 2017A

Final

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Levy	DSEB Total
07/10/2017	-	-	-	-		-
06/15/2018	-	-	16,634.61	16,634.61		-
12/15/2018	60,000.00	3.100%	8,938.00	68,938.00	2017	85,572.61
06/15/2019	-	-	8,008.00	8,008.00		-
12/15/2019	67,000.00	3.250%	8,008.00	75,008.00	2018	83,016.00
06/15/2020	-	-	6,919.25	6,919.25		-
12/15/2020	70,000.00	3.400%	6,919.25	76,919.25	2019	83,838.50
06/15/2021	-	-	5,729.25	5,729.25		-
12/15/2021	72,000.00	3.550%	5,729.25	77,729.25	2020	83,458.50
06/15/2022	-	-	4,451.25	4,451.25		-
12/15/2022	74,000.00	3.700%	4,451.25	78,451.25	2021	82,902.50
06/15/2023	-	-	3,082.25	3,082.25		-
12/15/2023	77,000.00	3.850%	3,082.25	80,082.25	2022	83,164.50
06/15/2024	-	-	1,600.00	1,600.00		-
12/15/2024	80,000.00	4.000%	1,600.00	81,600.00	2023	83,200.00
Total	**$500,000.00**	-	**$85,152.61**	**$585,152.61**		-

Yield Statistics

Bond Year Dollars	$2,299.28
Average Life	4.599 Years
Average Coupon	3.7034503%
Net Interest Cost (NIC)	3.7034503%
True Interest Cost (TIC)	3.6891167%
Bond Yield for Arbitrage Purposes	3.6891167%
All Inclusive Cost (AIC)	4.0051353%

IRS Form 8038

Net Interest Cost	3.7034503%
Weighted Average Maturity	4.599 Years

Other Outstanding Obligations: Alternate Revenue Source Bonds

Preliminary Financing Model

	Sources	Prior Obligations		
Bond Year	Rollover Bond Proceeds [1,2]	$3,035,000 Alternate Revenue Source Bonds, Series 2019A (Due 12/15)	Total	Projected Capital Proceeds [1]
2020	613,105	234,470	234,470	378,635
2021	617,221	245,554	245,554	371,667
2022	627,412	240,850	240,850	386,562
2023	637,967	241,146	241,146	396,821
2024	727,436	241,295	241,295	486,141
2025	738,348	241,297	241,297	497,051
2026	749,423	241,152	241,152	508,271
2027	760,664	240,860	240,860	519,804
2028	772,074	245,421	245,421	526,653
2029	783,655	244,688	244,688	538,967
2030	795,410	243,808	243,808	551,602
2031	807,341	242,781	242,781	564,560
2032	819,452	241,607	241,607	577,845
2033	831,743	245,286	245,286	586,457
2034	844,220	243,671	243,671	600,549
2035	856,883	241,909	241,909	614,974
2036	869,736		-	869,736
		3,875,795	3,875,795	

Callable 12/15/2027

[1] Preliminary, subject to change

[2] Series 2021 through Series 2024 are projected using a 4% net interest cost, and assumes costs of issuance equal to 1.40% of par; Series 2025 through Series 2036 are projected to grow at a rate of 1.5% per year

Carbondale Park District, Jackson County, Illinois

$3,045,000 GO Refunding Park Bonds (Alternate Revenue Source), Series 2019A

Dated: November 5, 2019

FINAL

Call Date: December 15, 2027

Credit Rating: NA - Private Placement

Purpose: Currently refund/restructure all of the District's outstanding GO Park Bonds (ARS), Series 2010B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/15/2019	-	-	-	-
12/15/2020	**135,000.00**	**2.940%**	**99,470.00**	**234,470.00**
12/15/2021	160,000.00	2.940%	85,554.00	245,554.00
12/15/2022	160,000.00	2.940%	80,850.00	240,850.00
12/15/2023	165,000.00	2.940%	76,146.00	241,146.00
12/15/2024	170,000.00	2.940%	71,295.00	241,295.00
12/15/2025	175,000.00	2.940%	66,297.00	241,297.00
12/15/2026	180,000.00	2.940%	61,152.00	241,152.00
12/15/2027	185,000.00	2.940%	55,860.00	240,860.00
12/15/2028	195,000.00	2.940%	50,421.00	245,421.00
12/15/2029	200,000.00	2.940%	44,688.00	244,688.00
12/15/2030	205,000.00	2.940%	38,808.00	243,808.00
12/15/2031	210,000.00	2.940%	32,781.00	242,781.00
12/15/2032	215,000.00	2.940%	26,607.00	241,607.00
12/15/2033	225,000.00	2.940%	20,286.00	245,286.00
12/15/2034	230,000.00	2.940%	13,671.00	243,671.00
12/15/2035	235,000.00	2.940%	6,909.00	241,909.00
Total	**$3,045,000.00**	**-**	**$830,795.00**	**$3,875,795.00**

Yield Statistics

Bond Year Dollars	$28,258.33
Average Life	9.280 Years
Average Coupon	2.9400000%
Net Interest Cost (NIC)	2.9661870%
True Interest Cost (TIC)	2.9488425%
Bond Yield for Arbitrage Purposes	2.9180551%
All Inclusive Cost (AIC)	3.0682358%

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

C. Discussion/Approval IDNR Marberry Arboretum Grant.

Staff Recommends approval of grant

BOARD ACTION:

Motion By:____________________ 2nd By:____________________

ROLL CALL:

Adams____________ Flowers_________ Trimble____________

Sergeev____________ Suarez__________

Agreement No. OS 20-2075

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
CARBONDALE PARK DISTRICT

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
and Carbondale Park District (Grantee), with its principal office at 1115 W. Sycamore ST., P.O. Box 1326, Carbondale, IL 62903
and payment address (if different than principal office) at
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 096732573 is Grantee's correct DUNS number, that n/a is Grantee's correct UEI, if applicable, that 376001080 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be **$360,000** of which **$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the federal awarding agency is N/A and the Federal Award date is N/A . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A . The Catalog of State Financial Assistance (CSFA) Number is 422-11-0970 . The State Award Identification Number is n/a .

1.4 Term. This Agreement shall be effective Upon full execution and shall expire on 24 months after execution unless terminated pursuant to this Agreement.

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

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

Illinois Department of Natural Resources

By: ______________________
Signature of Director of IDNR

By: ______________________
Signature of Designee

Date: ______________________
Printed Name: Colleen Callahan
Printed Title: ______________________
Designee

By: ______________________
Signature of Chief Financial Officer

Date: ______________________
Printed Name: Brad Colantino

By: ______________________
Signature of Chief Counsel

Date: ______________________
Printed Name: Renee Snow

Carbondale Park District

By: ______________________
Signature of Authorized Representative

Date: ______________________
Printed Name: ______________________
Printed Title: ______________________
E-mail: ______________________

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

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

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

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

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with **Error! Reference source not found.**.

ARTICLE III
DEFINITIONS

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

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

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

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

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

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

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

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

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

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

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

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV
PAYMENT

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

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000. 440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

4.4 Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6 Interest.

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

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

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

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d)

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

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

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

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

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

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8 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 ILSCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. *See* 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

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

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

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.9 Federal Requirements. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

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

7.11 Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1 Certifications. Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery**. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging**. Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State**. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

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

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

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

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5 and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

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

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333, or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE.**

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this 0, **Error! Reference source not found.**, or **Error! Reference source not found.** shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

ARTICLE XV
AUDIT REQUIREMENTS

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

15.2 Consolidated Year-End Financial Reports.

(a) This Paragraph **Error! Reference source not found.** applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

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

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

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

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

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

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

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3 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, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(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 Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends in excess of $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 <u>"For-Profit" Entities</u>.

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

(b) <u>Program-Specific Audit</u>. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards and State Awards singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

15.5 <u>Performance of Audits</u>. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6 <u>Delinquent Reports</u>. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION

16.1 <u>Termination</u>.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

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

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

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;

and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

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

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph **Error! Reference source not found.** in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This 0 does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this 0 shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS AND INDEMNIFICATION

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

25.2 Indemnification. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *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.

ARTICLE XXVI
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12 Precedence.

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

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

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

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

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

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

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

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to **Error! Reference source not found.**; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in **Error! Reference source not found.**; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and **Error! Reference source not found.**; or (f) records related requirements pursuant to 0. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

PROJECT TITLE *Marberry Arboretum Accessible Trails and Fishing Pier*

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development and rehabilitation of lands for public outdoor recreational purposes.

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD.

Two accessible 5 ft wide trails (total length of 6845 ft) will be paved over existing trails. These trails will be located inside Marberry Arboretum, a 25-acre area consisting of many native and non-native species of trees, several walking trails, and a fishing pond. In addition, the first fishing pier for the community will be built at the site as well as an indoor restroom facility with running water. The trails, fishing pier, bathroom, and parking lot entrance will all be ADA accessible.

Agreement No. ______________________ OS 20-2075

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted at project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

If the approved OSLAD project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over $25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

*Exhibit B2 also includes the approved project budget

Agreement No. OS 20-2075

EXHIBIT C

PAYMENT

Grantee shall receive **up to $ 360,000** under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD with any remaining funds to be covered by the Grantee.

2. The Grantee will receive a minimum of 50% of the grant award as an advance payment. Grant funds paid in advance must be kept in a separate interest-bearing account with a federally or Illinois regulated financial institution that is insured by the Federal Deposit Insurance Corporation (FDIC), and maintained therein until used in the execution of the approved project. All interest earned on grant funds held by a grantee shall become part of the grant principal when earned and be used for and in the same manner as the principal to fulfill the purposes and objectives of the grant. If funds are not held in an interest-bearing account, the grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum. (17 Ill. Adm. Code 3025.32).

3. Any additional payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR following all instruction provided in Exhibit B1.

4. A project shall be deemed completed for grant payment when the Grantee submits a certified development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.

5. The grant will be administered in accordance with the time limit on expenditure of grant funds under the Illinois Grant Funds Recovery Act, 30 ILCS 705/5. All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).

6. Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. All change orders with a value (+/-) over $10,000.00 must be approved by IDNR before being executed. **Failure to obtain prior approval will result in the amount of the change order being disallowed and could result in a Class 4 felony.** (720 ILCS §5/33E-9).

7. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification or IDNR authorization, except for architectural and engineering fees. Costs incurred prior to IDNR approval are ineligible for grant assistance. For acquisition projects, costs are considered incurred when property deed, lease or other conveyance is accepted by the Grantee or first payment is made on the project property or to an escrow account for the property. In addition, no purchase agreement, option, etc., or price negotiations shall be entered into without IDNR approval. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. (See 17 Ill. Adm. Code 3025.50).

8. Maximum grant amount will not exceed the amount listed above and only actual expenditures up to the maximum grant amount will be paid with this grant.

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EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Judy Bauer
Title: Senior Grant Administrator III
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 782-9082
TTY#:
Fax#: (217) 558-4192
E-mail Address: Judy.k.bauer@illinois.gov

GRANTEE CONTACT

Name: Erin Dickson
Title: Recreation Coordinator
Address: 2500 W. Sunset Drive, Carbondale, IL 62901
Phone: 618- 549-4222
TTY#:
Fax#:
E-mail Address: edickson@carbondaleparkdistrict.com or edickson_99@yahoo.com

Additional Information:

Name:
Title:
Address:
Phone:
TTY#:
Fax#:
E-mail Address:

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the general public by accomplishing the following items:

Providing community members with two accessible 5 ft wide trails (total length of 6845 ft) will be paved over existing trails. These trails will be located inside Marberry Arboretum, a 25-acre area consisting of many native and non-native species of trees, several walking trails, and a fishing pond. In addition, the first fishing pier for the community will be built at the site as well as an indoor restroom facility with running water. The trails, fishing pier, bathroom, and parking lot entrance will all be ADA accessible area that can be utilized by members of the general public for outdoor recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Jackson County and others from the general populous outdoor recreational opportunities by providing two accessible 5 ft wide trails (total length of 6845 ft) will be paved over existing trails. These trails will be located inside Marberry Arboretum, a 25-acre area consisting of many native and non-native species of trees, several walking trails, and a fishing pond. In addition, the first fishing pier for the community will be built at the site as well as an indoor restroom facility with running water. The trails, fishing pier, bathroom, and parking lot entrance will all be ADA accessible for use.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 02-Quality of Management System (2 CFR 200.302)
Conditions: Requires more detailed reporting;
Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix: Implementation of new or enhanced system, mitigating controls or a combination of both.
Timeframe: One year.

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:

[Here is where the Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of PART TWO should be Article 27 and the first paragraph should be 27.1.]

[See Paragraphs 4.2, 4.6, 4.7, 5.1, **Error! Reference source not found.**, 12.4, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, 15.1 **Error! Reference source not found.** and **Error! Reference source not found.** for information that may be required in this **PART TWO**.]

27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement and the Grantee, with the exception of the 50% advance payment, is paid as reimbursement of prior project expenditures.

27.2 The Grantee is required to deposit the 50% advance payment in an interest-bearing account separate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds.

27.3 Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B1.

27.4 The full application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement.

27.5 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.

2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

27.6 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

27.7 Property <u>acquired</u> or <u>developed</u> with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).

27.8 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

27.9 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

27.10 Grantees receiving a cumulative total of $500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 *et seq.* or 55 ILCS 5/6-31001 *et seq.*) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

27.11 All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

27.12 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

27.13 The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 I *et seq.*).

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:

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 4.2, 4.6, 4.7, 5.1, **Error! Reference source not found.**, 12.4, **Error! Reference source not found.**, **Error! Reference source not found.**, 15.1, **Error! Reference source not found.** and **Error! Reference source not found.** for

28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to acquire and/or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.

28.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.

28.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.

28.4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

28.5 Project Signage and Publicity: Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by IDNR or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

"OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

28.6 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

28.7 Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

Projects receiving <u>development grant assistance only</u> shall be bound by the terms of this Agreement for the period of time specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70):

Total Grant Award	Time Period After Final Billing
$1 to $50,000	6 years
For every $25,000 increment over $50,000	Add 1 year

Land acquired with funding assistance from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

28.8 Property <u>acquired</u> or <u>developed</u> with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).

28.9 For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to IDNR for review and certification to establish the property's market value. The appraisal must be completed to IDNR specifications (17 Ill. Adm. Code 3025.70).

28.10 For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by IDNR. The IDNR will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements (17 Ill. Adm. Code 3025.70).

28.11 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.

2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

28.12 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

28.13 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

28.14 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. **Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.**

28.15 No assignment of grant provisions or duties is allowed.

28.16 All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).

28.17 If the grant award is $250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

28.18 It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

28.19 The Grants Manual, a copy of which the IDNR previously provided to the Grantee, is hereby incorporated herein by reference and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed that Grants Manual and (2) agrees to comply with same. ________ (initials of signator).

Now 9-25-19

ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

E.A.S. - CERP FORM

CERP #: 2004235 Due Date:

CULTURAL RESOURCES, ENDANGERED SPECIES & WETLANDS REVIEW REPORT

Project Sponsor: Carbondale Park District
Project Title/Site Name: Marberry Arboretum Accessible Trails and Fishing Pier
Contact Person: Erin Dickson
Address: 2500 W. Sunset Drive
Phone: 618-549-4222 Date: 8-15-19
email: edickson@carbondaleparkdistrict.com

Indicate Grant Program Type

___ Bike Path	___ OLT		
___ Boat Access	X OSLAD	___ LWCF	
___ Line Item	___ RTP		
___ OHV	___ Snowmobile		

Check appropriate response: [✓] New Project Application (*not previously reviewed/considered by IDNR*)
[ ] Application Resubmittal*
*If resubmittal, indicate the year(s) previously submitted:

Has project proposal changed in scope or design layout from previous submittal(s)? [ ] Yes [✓] No
If this is a development project was the property acquired with IDNR funds? [ ] Yes [ ] No

Project Location

Street Address and City: 1392 Pleasant Hill Road County: Jackson
USGS Numeric Location Designation: Township: Carbondale Range: Section:

Please attach: 1) project site development plan
2) topographic map
(Note: photocopy ONLY that portion of Topo map where project site is located. Copies should be no larger that 11" x 17".)
(Clearly delineate and identify the project site/park boundary on the map with a dashed black line)

Topographic maps may be obtained from:
Illinois State Geological Society
Champaign, IL
(217) 244-2414

Size of Project Site: 25 acres

Topographical maps may also be available from local and/or regional planning commissions.

Does the project include tree removal? [■] Yes [ ] No If yes, anticipated number to be removed: 50+

Concise Project Description: (Also, attach 2 sets of color phots of any existing buildings/structures on project site.)
Two ADA accessible trails, accessible fishing pier, accessible parking lot, accessible bathroom, outdoor education station, and minimal tree removal of invasive species and minor cutback to accommodate a 5 foot wide trail.

DEPARTMENT USE ONLY

	Approved	Approved w/ Restrictions*	Comments*
Cultural Resources	✓		If funded, any trees larger than 3" DBH w/ exfoliating back, cracks, or crevices
T&E Species/NP/Natural Area/LWR		✓	
Wetlands (Sec. 404, see reverse side)	✓		

Grant Adm.

* see attached letter/comments

ORPP/RR&C/CERP Coordinator Date 11/22/2019

Signature indicated IDNR CERP sign-off for ONLY the project information included in this submittal. Any changes must be resubmitted for review.

3 COPIES OF THIS FORM AND THE SPECIFIED ATTACHMENTS MUST BE SUBMITTED WITH APPLICATION

may only be felled between Nov 1 & Mar 31 to protect listed bats.

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

D. Discussion/Approval Repairs and Maintenance of the Julee Illner Memorial Pool located in the Life Community Center.

BOARD ACTION:

Motion By:____________________ 2nd By:____________________

ROLL CALL:

Adams__________ Flowers__________ Trimble__________

Sergeev__________ Suarez__________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

E. Discussion/Approval Carbondale Park District's 80^{th} Birthday.

BOARD ACTION:

Motion By:______________________ 2^{nd} By:_________________________

ROLL CALL:

Adams____________ Flowers_________ Trimble___________

Sergeev____________ Suarez__________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - UNFINISHED BUSINESS

F. Discussion/Approval of goals in addressing the question of exploration of merger.

BOARD ACTION:

Motion By:______________________ 2nd By:_________________________

ROLL CALL:

Adams_____________ Flowers_________ Trimble___________

Sergeev____________ Suarez___________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VIII- - NEW BUSINESS

A. None.

BOARD ACTION:

Motion By:____________________ 2nd By:______________________

ROLL CALL:

Adams__________ Flowers________ Trimble__________

Sergeev__________ Suarez__________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEMI IX - - OTHER BUSINESS

A. Items for future agendas
   1. Strategic Planning
   2. Asaturian-Eaton & Associates Contract
   3. Policy Manual

BOARD ACTION:

Motion By:____________________ 2nd By:____________________

ROLL CALL:

Adams__________ Flowers__________ Trimble__________

Sergeev__________ Suarez__________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM X- - BOARD COMMENTS

BOARD ACTION:

Motion By:_________________________ 2^{nd} By:____________________________

ROLL CALL:

Adams______________ Flowers__________ Trimble_____________

Sergeev_____________ Suarez____________

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM XI - - ADJOURNMENT

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The next regularly scheduled meeting of the Board of Park Commissioner will be held:

Monday, November 9, 2020
Carbondale Park District's
Regularly Scheduled Board Meeting
VIA ZOOM ONLINE MEETING
Https://zoom.us/j/9031181650
TELEPHONE ACCESS-312-626-6799
MEETING ID- 903 118 1650
PASSWORD-1650
5:30 P.M.

BOARD ACTION:

Motion By:______________________ 2nd By:________________________

ROLL CALL:

Adams____________ Flowers_________ Trimble___________

Sergeev___________ Suarez__________