



Reviewed By:

Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2024-47

Agenda Item Summary Memo**Title:** Ordinance Authorizing the Acquisition of 121 East Van Emmon Street**Meeting and Date:** City Council – May 28, 2024**Synopsis:** _____
_____**Council Action Previously Taken:**

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)**Council Action Requested:** Approval

Submitted by: Bart Olson Administration

Name Department

Agenda Item Notes:

_____*Have a question or comment about this agenda item?*

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville,
tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 24, 2024
Subject: Purchase of downtown FS property

Summary

Consideration of an ordinance authorizing the sale of the downtown FS property at 121 E Van Emmon.

Background

This property was last discussed by the City Council in 2017, when the City Council approved an inducement resolution with Imperial Investments on the property at 121 E Van Emmon. Since then, the property has been subject to various conceptual plans and inquiries, but has never resulted in a formally submitted development plan. The City has engaged with Imperial Investments several times over the past few years, resulting in earnest discussions on City acquisition of the property in the past several weeks. Those discussions were finalized this week and are reflected in the attached purchase contract for the property parcels 02-033-154-013, 014, and 018.

The attached contract for purchase of real estate is straight forward: the City will buy the entire property from Imperial Investments for \$900,000, which will be structured as six annual \$150,000 payments, with the first due by the closing date (expected to be end of June 2024). The City has extensively studied the environmental conditions on the property since the mid-2000s, when the property owner and the City opened a brownfield file on this property and the adjacent City parking lot. Those brownfield/pollution remediation studies have continued on and off since then and are waiting for a final plan IEPA sign off for a remediation plan when any of the impacted property owners are ready for a final development plan. It is the City's intent to pursue a "no further remediation letter" from the IEPA after acquiring this property, in conjunction with the grant application outlined in the supplemental memo.

This acquisition is a budgeted expense within the FY 25 budget, Downtown TIF #1 fund. The property itself is within TIF#2. Although not legally required, as expenditures and funds can be shared between adjacent TIF's, a budget amendment has been prepared for Downtown TIF II (Schedule B) for transparency purposes and to avoid potential audit comment. In addition, a budget amendment has been prepared for the Downtown TIF Fund (Schedule A), showing a reduction in project costs by \$150,000.

The long-term use of the property is expected to be public open space. While the City will be applying for a grant for development of beautification improvements, private business

façade or patio improvements, utility relocation, and a band shell/stage, these plans have never been discussed publicly and could change based on public or City Council feedback.

Recommendation

Staff recommends approval the ordinance authorizing the purchase agreement for the FS property and the corresponding budget amendment.

Resolution No. 2017-02

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS, TO INDUCE THE REDEVELOPMENT OF
CERTAIN PROPERTIES WITHIN THE YORKVILLE DOWNTOWN
TAX INCREMENT REDEVELOPMENT PROJECT AREA**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”), as authorized by the Municipal Code, undertook an eligibility study and report with respect to a redevelopment project and plan for a certain area and based on said report approved a redevelopment project and plan pursuant to Ordinance No. 2006-46 for said specific area designated by Ordinance No. 2006-47 as the Yorkville Downtown Redevelopment Project Area (the “*Project Area*”) and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area by Ordinance No. 2006-48, adopted by the Corporate Authorities on June 13, 2006, pursuant to the *Tax Increment Allocation Redevelopment Act*, 65 ILCS 5/11-74.4-1, *et seq.*, (the “*TIF Act*”); and,

WHEREAS, the City has been informed by Imperial Investments, Inc., an Illinois corporation (the “*Developer*”), that it has acquired certain properties within the Project Area, as listed on *Exhibit A* attached hereto and made a part hereof, which properties (the “*Developer’s Properties*”) it would like to develop or redevelop by demolishing certain buildings; and rehabilitating certain buildings; and, constructing new buildings for residential and commercial uses (the “*Projects*”); and,

WHEREAS, the Developer has also informed the City that the ability to proceed with these Projects shall require financial assistance from the City for certain costs for improvements that would be incurred in connection with the Projects which costs would constitute “*Redevelopment Project Costs*” as such term is defined in the TIF Act; and,

WHEREAS, the Developer would like to incur certain costs in connection with those Projects prior to the approval of any ordinance authorizing the execution of a redevelopment agreement with the City pertaining to any one or more of the Developer’s Properties, wherein reimbursement for such costs may be considered between the parties subject to certain conditions; and,

WHEREAS, the Developer desires such costs related to the redevelopment of the Developer’s Properties be able to qualify for consideration as redevelopment project costs that can be reimbursed utilizing tax increment financing, provided that such costs constitute “*Redevelopment Project Costs*” as such term is defined in the TIF Act; and,

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the redevelopment of the Developer’s Properties that may be considered “*Redevelopment Project Costs*” as such term is defined in the TIF Act, prior to approval of any ordinance authorizing the execution of a redevelopment agreement with the City pertaining to any one or more of the Developer’s Properties, subject to the condition set forth in Section 3 of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the City Council may consider expenditures that are “*Redevelopment Project Costs*” as such term is defined in the TIF Act, in connection with the development of any one or more of the Developer’s Properties incurred prior to the approval and execution of a redevelopment agreement with the Developer, or a successor or assignee of the Developer, to be expenditures that are eligible for reimbursement through the TIF Act in accordance with the redevelopment project and plan for the Project Area, provided that such costs constitute “redevelopment project costs” as defined by the TIF Act; and, that the development of one or more of the Developer’s Properties shall be consistent with the redevelopment project and plan for the overall Project Area.

Section 3. That all undertakings of the City set forth in this Resolution are specifically contingent upon the City approving and executing a redevelopment agreement with the Developer, or a successor or assignee of the Developer which provides for the development or redevelopment of any one or more of the Developer’s Properties in accordance with the terms and conditions to be negotiated by the parties.


Section 4. That any financial assistance rendered to the Developer by the City shall be contingent upon the authority, restrictions, terms and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

CARLO COLOSIMO	<u>aye</u>	KEN KOCH	<u>aye</u>
JACKIE MILSCHEWSKI	<u>aye</u>	JOEL FRIEDERS	<u>aye</u>
CHRIS FUNKHOUSER	<u>aye</u>	SEAVAR TARULIS	<u>aye</u>
DIANE TEELING	<u>aye</u>		


PASSED by the Mayor and City Council of the United City of Yorkville, Illinois, this
10th day of January, 2017.

APPROVED:



Mayor

Attest:



DEPUTY City Clerk

Exhibit A

All of the FS properties generally located at 121 East Van Emmon and identified by the following permanent index numbers:

02-33-154-013
02-33-154-014
02-33-154-018

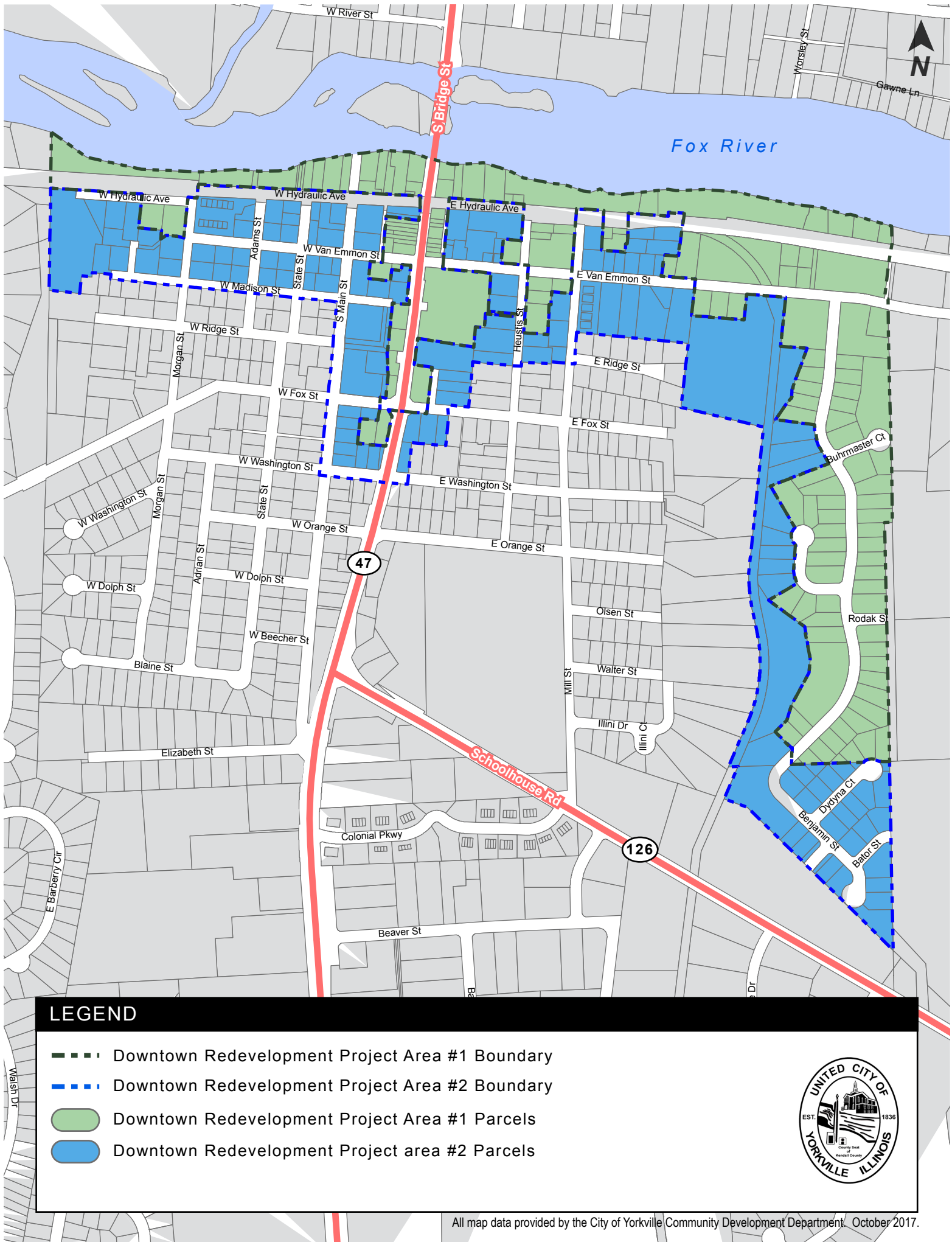
Kendallwood Estates lots identified by the following permanent index numbers:

02-33-377-002
02-33-377-003
02-33-377-004
02-33-377-005
02-33-377-006
02-33-377-007
02-33-377-008
02-33-377-009
02-33-377-010
02-33-377-011
02-33-377-012
02-33-377-013
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02-33-377-030
02-33-377-031
02-33-377-032
02-33-377-033
02-33-377-034

02-33-378-001
02-33-378-002
02-33-378-003
02-33-378-004
02-33-378-005
02-33-378-006
02-33-378-007
02-33-379-001
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02-33-379-004
02-33-379-005
02-33-379-006
02-33-379-007
02-33-379-008
02-33-379-009
02-33-379-010
02-33-379-011
02-33-380-001
02-33-380-002
02-33-380-003
02-33-380-004
02-33-380-005
02-33-380-006
02-33-380-007
02-33-380-008
02-33-380-009
02-33-380-010
02-33-380-011
02-33-380-012
02-33-380-013
02-33-380-014
02-33-380-015
02-33-380-016

Other Downtown Properties:

211 South Bridge	02-32-283-006
215 South Bridge	02-32-283-007
220 South Bridge	02-33-154-031
112 West Van Emmon	02-32-287-002
201 West Van Emmon	02-32-282-006
205 West Van Emmon	02-32-282-004
207 West Van Emmon	02-32-282-003
204 West Hydraulic	02-32-282-005



Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE ACQUISITION OF REAL ESTATE AND APPROVAL OF A REAL
ESTATE PURCHASE AGREEMENT WITH GRUNDY BANK AS TRUSTEE UNDER TRUST
AGREEMENT DATED DECEMBER 31, 2009 AND KNOWN AS TRUST NUMBER 1505**

WHEREAS, the United City of Yorkville (the “*City*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, Grundy Bank, as Trustee under Trust Agreement dated December 31, 2009 and known as Trust Number 1505 (the “*Seller*”) owns certain property located within a redevelopment project area, commonly known as 121 East Van Emmon Street, Yorkville, IL 60560 and identified by parcel numbers 02-033-154-013, -015, and -018 (the “*Subject Property*”); and

WHEREAS, the City is authorized to purchase certain real property located within a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*); and

WHEREAS, the Mayor and City Council find that it is in the best interests of the City and its residents to purchase the Subject Property; and

WHEREAS, the City and the Seller desire to enter into a real estate purchase agreement to transfer title of the Subject Property to the City (the “*Purchase Agreement*”), in substantially the form attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. The foregoing recitals are hereby incorporated in this Ordinance as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the Mayor and City Clerk are hereby authorized and directed to sign the Purchase Agreement and take any other action that may be necessary to complete the transfer of the Subject Property.

Section 3. This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2024.

MAYOR

Attest:

CITY CLERK

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract for Purchase and Sale of Real Estate ("Agreement") is entered into this ____ day of May, 2024, between the United City of Yorkville, Kendall County, Illinois ("Purchaser"), and Grundy Bank, as Trustee under Trust Agreement dated December 31, 2009 and known as Trust Number 1505 ("Seller"), for the sale of the property commonly known as 121 East Van Emmon St, Yorkville, IL 60560 ("Subject Property"), along with any improvements thereon, if any, legally described in **Exhibit A** attached hereto and identified as parcel numbers 02-033-154-013, -014, and -018.

In consideration of the Purchase Price being paid by Purchaser to Seller, as specifically described below, and for the other mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Article I. Covenants of Seller

1.1 Seller agrees to convey title to the Subject Property on the date that a note in the amount of the Purchase Price (as defined Article 2.1 below) (the "Note") is delivered to the Seller and all other considerations called for by this Agreement have been satisfied by Purchaser, by recordable Trustee's Deed, subject to the following exceptions (the "Permitted Exception"):

- a) General real estate taxes not then due and payable for which credit shall be given to Purchaser at the Closing Date as set forth in Section 4.1;
- b) Zoning and building ordinances;
- c) Public utility easements; and
- d) Covenants and restrictions of record as to use and occupancy.

1.2 Seller agrees that upon execution of this Agreement by the parties hereto, the Seller shall permit the Purchaser to immediately have access to the Subject Property to clear the Subject Property and commence the removal of all equipment, debris, garbage, including any

item of personal property. The Purchaser shall provide the Seller with an indemnification and hold harmless in the form attached hereto as **Exhibit B**.

Article II. Purchase Price

2.1 Purchaser agrees to pay Seller nine hundred thousand dollars (\$900,000) plus or minus prorations ("Purchase Price"), in the form of a Note attached hereto as **Exhibit C** providing for six (6) principal payments of \$150,000.00 (one hundred fifty thousand dollars), commencing with the first payment of \$150,000.00 (one hundred fifty thousand dollars) less prorations (the "First Installment") being due upon the Closing Date as set forth in section 4.1 and five equal (5) annual payments on the anniversary date of the date of the First Installment.

Article III. Seller's Deliverables

3.1 Upon execution of this Agreement, Seller shall, within 21 days, or within such other time as the Parties otherwise agree, in writing, make available to Purchaser the following items:

- a) An ALTA survey prepared in accordance with the standards for an ALTA/ACSM survey of the Subject Property (as provided);
- b) A title commitment in the amount of the Purchase Price issued by First American Title Insurance Company for the Subject Property;
- c) The most recent tax bills relating to the Subject Property;
- d) All environmental and geotechnical reports relating to the Subject Property; and
- e) Such other documents as Purchaser may reasonably request.

Article IV. Closing

4.1 The Closing Date: The consummation of the conveyance of the Subject Property to the Purchaser pursuant to by this Agreement (the "Closing Date") shall take place at the office of Wheatland Title Company in Yorkville on or before June 28, 2024 (the "Closing Date").

4.2 On the Closing Date, Seller shall deliver or cause to be delivered to Purchaser the following instruments, documents and other items:

- a) A Trustee's Deed (the "Deed") executed by Seller and appropriately acknowledged/notarized, conveying good and indefeasible fee simple title to the Subject Property to Purchaser, subject only to the Permitted Exceptions;
- b) An ALTA Owner's Policy of Title Insurance, with extended coverage issued by First American Title Insurance Company, insuring Purchaser that it has good and indefeasible fee simple title to the Subject Property, in the amount of the Purchase Price, taking exception for only the Permitted Exceptions, together with all such affidavits, certificates, agreements or other documents as First American Title Insurance Company may require from Seller in order to issue the Owner's Title Insurance Policy in the form required by this Agreement;
- c) Such evidence of the authority of Seller to consummate the Closing at Wheatland Title Company which Purchaser may reasonably require;
- d) Real property transfer declarations required by the jurisdiction(s) in which the Subject Property is located;
- e) A closing statement executed by Seller in the form acceptable to First American Title Insurance Company;
- f) Such other documents as First American Title Insurance Company may reasonably request; and

4.3 Purchaser shall deliver or cause to be delivered to Seller the following instruments, documents and items:

- a) The First Installment of the Purchase Price required by Article II above by immediately available wire transferred funds;

- b) A closing statement executed by Purchaser in the form acceptable to First American Title Insurance Company; and
- c) Such other documents as First American Title Insurance Company may reasonably request.

4.4 Closing Costs: Seller shall pay for the survey, Seller's title insurance premiums, all recording and one-half escrow charges, and any other closing costs as Seller customarily pays;

4.5 Prorations: All debts, liabilities and obligations of the Seller with respect to the Subject Property, and general real estate taxes not then due and payable, shall be deducted from the First Installment at the Closing Date.

4.6 Real estate commissions will be paid by the Seller.

Article V. Defaults

5.1 Default by Seller: In the event Seller shall default in its obligation to convey the Subject Property to Purchaser in accordance with this Agreement for any reason except Purchaser's default or the permitted termination of this Agreement by Seller and Purchaser, Purchaser may, as its sole and exclusive remedies for such default (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement by written notice to Seller, in which event Seller shall reimburse Purchaser for 100% of all of Purchaser's out-of-pocket costs and expenses incurred in connection with this Agreement after Closing, if any. If Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction on or before on hundred eighty (180) days following the date upon which Closing was to have occurred, then Purchaser shall be deemed to have elected to proceed under clause (ii) of this Section 5.1. Except as expressly provided in this Agreement to the contrary, the rights and remedies of Purchaser under this Agreement shall be cumulative and shall not preclude the assertion or exercise of any other rights or remedies available at law, in equity or otherwise.

5.2 Default by Purchaser: In the event Purchaser defaults in its obligation to purchase the Subject Property from Seller pursuant to this Agreement and provided Seller is not in default, Seller shall have the right, as its sole and exclusive remedy for such default, to terminate this Agreement by written notice to Purchaser.

Article VI. Miscellaneous

6.1 Notices: Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, the emailing of a PDF file, or by courier or other means. If given by certified or registered mail, the notice shall be deemed to have been given and received three (3) business days after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by certified or registered mail, the notice shall be deemed to have been given when delivered to, or rejected/ refused by, the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

If to Purchaser, to: United City of Yorkville
~~800 Game Farm Road~~ 651 Prairie Pointe Drive (me)
Yorkville, IL 60560
Attn: Mr. Bart Olson
Email: Bolson@yorkville.il.us

With a copy to: Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Ste. 350
Naperville, IL 60563
Attn: Kathleen Field Orr
(630) 682-0085
(708) 267-6244 (Cell)
Email: kfo@ottosenlaw.com

If to Seller, to: Imperial Investments, LLC
202 W Boombah Blvd
Yorkville, IL 60560
Attn: Julie Schlichting, General Counsel
Julie.schlichting@boombah.com and

Any party hereto may at any time, by giving five (5) days written notice to the other party hereto, designate any other address or email address in substitution of the foregoing address to which such notice shall be given.

6.2 Entire Agreement: This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

6.3 Modification: Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

6.4 Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois.

6.5 Venue: Any dispute arising between the Parties pursuant to this Agreement shall be filed in the Circuit Court for the 23rd Judicial Circuit, Kendall County, Illinois.

6.6 Headings: Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.

6.7 Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6.8 Time of Essence: Time is of the essence of this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set out in any provision of this Agreement or the

Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or of the State of Illinois, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday. As used herein, the word "day" or "days" mean calendar days, and the words "business day" or "business days" mean any day which is not a Saturday, Sunday or legal holiday under the laws of the United States or of the State of Illinois.

6.9 Invalid Provision: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

6.10 No Third Party Beneficiary: The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

6.11 Exhibits: The following exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- (a) Exhibit A - Legal Description of the Land; and
- (b) Exhibit B - Indemnification
- (c) Exhibit C - Note

6.12 Termination of Agreement: Notwithstanding anything seemingly to the contrary in this Agreement, it is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement.

6.13 Cross Indemnification: Except as otherwise expressly provided in this Agreement, Seller shall defend, indemnify and hold harmless Purchaser from all loss, expense (including reasonable counsel fees), damage and liability resulting from (a) claims of mechanics and materialmen based on work performed on or at the Subject Property prior to the Closing, and (b) tort claims (including, without limitation, for bodily injury, wrongful death or property damage) against Purchaser or the Subject Property based on causes of action which arose or accrued prior to the Closing, and (c) contract claims arising by, through, or under Seller, by employees, contractors, or utility companies, with respect to matters that occurred or obligations which accrued prior to the Closing. Except as otherwise expressly provided in this Agreement, Purchaser shall defend, indemnify and hold harmless Seller from all loss, expense (including reasonable counsel fees), damage and liability resulting from (a) claims of mechanics and materialmen based on work performed on or at the Subject Property subsequent to the Closing, and (b) tort claims (including, without limitation for bodily injury, wrongful death or property damage) against Seller based on causes of action which arose or accrued subsequent to the Closing, and (c) contract claims arising by, through or under Purchaser, by employees, contractors, or utility companies, with respect to matters that occurred or obligations which accrued subsequent to the Closing. Seller's and Purchaser's indemnification obligations under this Section 6.13 shall survive Closing.

6.14 Further Assurances: Each party shall, when requested by the other party hereto, cause to be executed, acknowledged and delivered such further instruments and documents as may be necessary and proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement; provided, however, this Section 6.14 shall not be construed to increase the economic obligations or liabilities of either party hereto. This Section shall survive Closing.

6.15 Effective Date: The "Effective Date" of this Agreement, as such term is referenced herein shall mean the date on which both Seller and Purchaser shall have executed this Agreement and delivered executed copies to the other;

6.16 Counterparts; Electronic Delivery: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. This Agreement may be executed and delivered by facsimile or other electronic means, with the same force and effect as an original;

6.17 Legal Authority: The Parties also warrant that they have the legal authorization to enter into and sign this Agreement on behalf of themselves, their successors and assigns;

6.18 No Presumption Upon Construction: This Agreement was drafted by both Parties. Therefore, if any court of law must interpret or construe the terms of this Agreement, no presumption shall arise in favor of one party to the detriment of the other party;

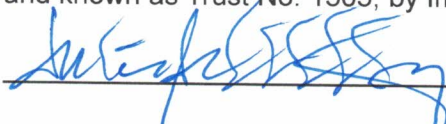
6.19 Full Agreement of Parties: This Agreement represents the full and complete agreement of the Parties. This Agreement shall supersede all other agreements of the Parties; and

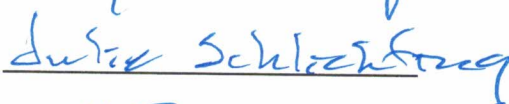
The Parties now signed and sealed this Agreement on the day and year written above.

[Signatures on following page]

SELLER – Grundy Bank, as Trustee under Trust Agreement date December 31, 2009

and known as Trust No. 1505, by Imperial Investments LLC, beneficiary of Trust No.1505

 5/24/24
Date

By: 

Its: VP

PURCHASER – UNITED CITY OF YORKVILLE

Date

By: _____

Its: _____

EXHIBIT A – LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL NUMBER: 02-33-154-018; 02-33-154-014; 02-33-154-013

COMMONLY KNOWN AS: 121 East Van Emmon St, Yorkville, IL 60560

LOT 7 IN BLOCK 6 OF BLACK'S ADDITION TO THE VILLAGE OF YORKVILLE.

EXCEPTING THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF VAN EMMON STREET 50 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF LOT 7 AFORESAID; THENCE NORTHERLY AT RIGHT ANGLES TO VAN EMMON STREET 100 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF VAN EMMON STREET TO WEST LINE OF HEUSTIS STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF HEUSTIS STREET 100 FEET TO THE NORTH LINE OF VAN EMMON STREET; THENCE WESTERLY ALONG THE NORTH LINE OF VAN EMMON STREET, TO THE POINT OF BEGINNING.

ALSO, EXCEPTING THAT PART OF LOT 7 IN BLOCK 6 OF BLACK'S ADDITION TO THE VILLAGE OF YORKVILLE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF VAN EMMON STREET 50 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF LOT 7 AFORESAID; THENCE NORTHERLY AT RIGHT ANGLES TO VAN EMMON STREET 100 FEET FOR A POINT OF BEGINNING. THENCE NORTH ALONG LAST DESCRIBED COURSE 40 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF VAN EMMON STREET TO THE WEST LINE OF HEUSTIS STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF HEUSTIS STREET 40 FEET; THENCE WESTERLY TO THE POINT OF BEGINNING;

ALSO, EXCEPTING THE WEST 12 FEET OF THE SOUTH 70 FEET OF LOT 7 IN BLOCK 6 OF BLACK'S ADDITION TO THE VILLAGE OF YORKVILLE;

ALSO, EXCEPTING THAT PART OF LOT 7 IN BLOCK 6 OF BLACK'S ADDITION TO THE VILLAGE OF YORKVILLE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF VAN EMMON STREET 50.0 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID LOT 7; THENCE NORTHERLY AT RIGHT ANGLES TO VAN EMMON STREET 52.0 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF VAN EMMON STREET 43.20 FEET TO A LINE DRAWN NORTHERLY AT RIGHT ANGLES TO SAID NORTH LINE FROM A POINT ON SAID NORTH LINE WHICH IS 165.0 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTHERLY ALONG SAID PERPENDICULAR LINE 52.0 FEET TO SAID NORTH LINE; THENCE EASTERLY ALONG SAID NORTH LINE, 43.20 FEET TO THE POINT OF BEGINNING;

ALSO, EXCEPTING THAT PART OF LOT 7 IN BLOCK 6 OF BLACK'S ADDITION TO YORKVILLE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EASTERLY ALONG THE NORTHERLY LINE OF VAN EMMON STREET 108.2 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY AT RIGHT ANGLES TO VAN EMMON STREET 52 FEET; THENCE EASTERLY PARALLEL WITH SAID VAN EMMON STREET 56.8 FEET; THENCE SOUTHERLY TO A POINT ON THE NORTHERLY LINE OF VAN EMMON 56.8 FEET EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTHERLY LINE OF VAN EMMON STREET 56.8 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLNOIS. SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

EXHIBIT B – INDEMNIFICATION

On _____, 2024, a Contract for the Purchase and Sale of Real Estate (the "Contract"), dated May_____, 2024 was entered into by and between the United City of Yorkville, Kendall County, Illinois ("Purchaser") and Grundy Bank of Morris, Illinois as Trustee (the "Seller"), which provided for the sale of the real estate identified by parcel numbers 02-033-154-013, -014, and -018 (the "Subject Property").

The Purchase Price of \$900,000 for the Subject Property is to be paid in six (6) equal annual installments of one hundred fifty thousand dollars (\$150,000.00) pursuant to a Note, the first installment to be paid on the date of execution of the Note and the remaining payments on the anniversary of the date of execution of the Note.

The parties to the Contract acknowledge that Purchaser will be cleaning the Subject Property and making improvements to the Subject Property upon execution of the Contract and prior to the payment in full of the principal amount due under the Note to Seller for the Subject Property. Until such time as all installment payments and other amounts due under the Note have been made to the Seller, Purchaser agrees to fully indemnify and hold harmless Seller, its officers, agents, and successors in interest ("Seller Indemnitees"), for any claims made with regard to the Subject Property or events on the Subject Property, by any agent, contractor or subcontractor, or other entity operating on the Subject Property as allowed by Purchaser ("Purchaser Agents") or other third party, from the time of execution of this Agreement. This indemnification shall survive the expiration or termination of the Contract and remain in full force and effect until such time as Purchaser has completed all installment payments and other amounts due to Seller under the Note. In addition, the Purchaser agrees to:

- Keep the Subject Property free from liens and mechanics liens of any kind;
- Keep the Subject Property marked to properly notify passersby of dangerous conditions and to dissuade entrance by any unauthorized party;

- Insure the Subject Property with carriers acceptable to Seller for at least \$2,000,000 per occurrence of general liability coverage; and
- Indemnify, defend, and hold harmless all Seller Indemnitees for all claims for Subject Property or bodily injury to Purchaser's Agents or anyone on or near the Property whether allowed or not. As part of this indemnification, Purchaser will promptly notify Seller of any claims made regarding the Subject Property, and will allow Seller to pre-approve any settlement agreements that would encumber the Subject Property. Seller will cooperate with Purchaser on defense or settlement as requested by Purchaser. Indemnification includes, without limitation, all costs of completing work in progress on the Subject Property, all fees, or penalties, and reasonable fees for professional assistance and attorney's fees.

If a Default by Purchaser under the Note results in a return to Seller of the Subject Property, Purchaser will: i) transfer to Seller the Subject Property with all improvements made by Purchaser; ii) assign all contracts for work in progress on the Subject Property and all warranties for work on the Subject Property; iii) advise Seller of all contacts with Purchaser's Agents for work done or to be completed on the Subject Property; and, (iv) return the Subject Property in a secured manner.

EXHIBIT C –

NOTE

\$900,000.00

June ____, 2024

Yorkville, Illinois

FOR VALUE RECEIVED, United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (the "City"), hereby promises to pay to the order of Grundy Bank, as Trustee under trust agreement dated December 31, 2009 and known as Trust Number 1505 (the "Lender"), the sum of \$900,000.00 at the place as directed by the Lender and in the manner hereinafter provided, together with interest from the date hereof on the balance of principal remaining from time to time unpaid at an annual interest rate equal to 0%.

Payment of principal due on this Note shall be made in six (6) equal installments of One hundred and fifty thousand dollars (\$150,000.00) ("Installment Payment"). The first Installment Payment is due upon execution of this Note and an annual Installment Payment is due on the anniversary date of the execution of this Note until the principal sum due and owing by the terms of this Note is paid in full.

If an "Event of Default" (as hereinafter defined) exists under this Note, City shall pay interest on the balance of principal remaining unpaid during any such period at an annual rate equal to 5% ("Default Rate"). The interest accruing under this paragraph shall be immediately due and payable by City to the Lender and shall be additional indebtedness evidenced by this Note.

Notwithstanding any provisions of this Note or any instrument securing payment of the indebtedness evidenced by this Note to the contrary, it is the intent of City and Lender that Lender shall never be entitled to receive, collect, or apply, as interest on principal of the indebtedness, other than the application of the Default Rate.

Provided no uncured default exists under this Note, the principal balance of this Note may be prepaid in whole or in part, without premium or penalty.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

- (a) The failure by City to make the annual Installment Payment of principal on the date when any such payment is due in accordance with the terms hereof; or

- (b) The sale or other disposition of the Subject Property or all or any portion of City's interest in the Subject Property prior to the payment in full of all outstanding principal on this Note or without Lender's consent.

In the case of the occurrence of any Event of Default, the holder or holders hereof shall have the right to elect, without additional notice, to (a) declare the Default Rate is in effect; (b) declare the principal balance remaining unpaid under this Note, and all unpaid interest at the Default Rate accrued thereon, immediately due and payable in full; (c) exercise any and all other rights and remedies available at law or in equity. Failure to exercise these options shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

If any Event of Default under this Note shall occur or if suit is filed herein or if proceedings are held in bankruptcy, receivership, reorganization, or other legal or judicial proceedings of the collection hereof, the non-prevailing party promises to pay all costs of collection of every kind, including but not limited to all appraisal costs, attorneys' fees, court costs, and expenses of every kind, incurred by the prevailing party in connection with such collection or the enforcement of this Note, whether or not any lawsuit is filed with respect thereto.

This Note is to be governed and construed in accordance with the laws of the State of Illinois. Any action taken as a result of this Note shall be instituted and litigated in the Circuit court of the County of Kendall, Illinois. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

If any provision of this Note or any payments pursuant to the terms hereof shall be invalid or unenforceable to any extent, the remainder of this Note and any other payments hereunder shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

All notices permitted or required pursuant to this Note shall be in writing and shall be deemed to have been properly given (a) upon delivery, if served in person with receipt acknowledged; (b) on the third (3rd) business day following the day such notice is deposited in any post office station or letter box if mailed by certified mail, return receipt requested, postage prepaid; or (c) on the first (1st) business day following the day such notice is delivered to the carrier if sent via a nationally recognized overnight delivery service (e.g., Federal Express) and addressed to the party to whom such notice is intended as set forth below:

To The Lender:

Grundy Bank, As Trustee
Attn: _Peter Brummel_____
201 Liberty Street
Morris, IL 64050

With a Copy to:

Imperial Investments, LLC
202 W Boombah Blvd
Yorkville, IL 60560
Attn: Julie Schlichting, General Counsel

To The City:

United City of Yorkville
651 Prairie Point
Yorkville, IL 60560
Attn: Mayor

With a Copy to:

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
Attn: Kathleen Field Orr
1804 N Naper Blvd., Suite 350
Naperville, IL 60563

Either party may designate a different address for notice purposes by giving notice thereof in accordance with this paragraph; provided, however, that such notice shall not be deemed given until actually received by the addressee.

IN WITNESS WHEREOF, the Mayor of the United City of Yorkville, Kendall County, Illinois has executed this Note as of the dates set forth below to be effective as of the date first written above.

United City of Yorkville, Kendall County, Illinois

By: _____
Mayor John Purcell

Date: _____

Attest:

City Clerk

Ordinance No. 2024-_____

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2024 AND ENDING ON APRIL 30, 2025

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2024-10 on March 26, 2024 adopting an annual budget for the fiscal year commencing on May 1, 2024 and ending on April 30, 2025; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the amounts shown in Schedule A and Schedule B, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Downtown TIF and Downtown TIF II funds with respect to the United City of Yorkville’s 2024-2025 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2024.

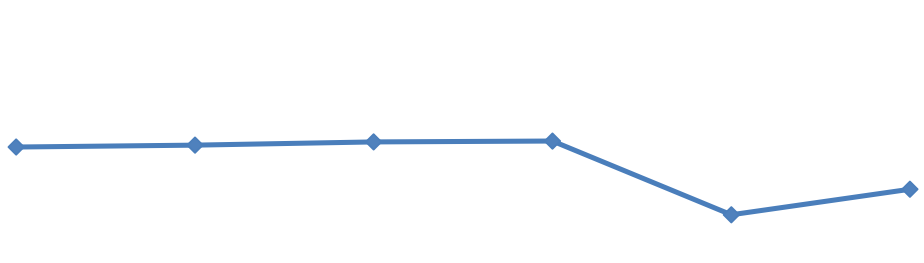
MAYOR

DOWNTOWN TIF FUND (88)

The Downtown TIF was created in 2006, in order to finance a mixed use development in the downtown area.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Projected	FY 2025 Adopted Budget	FY 2025 Amended Budget
Revenue						
Taxes	\$ 96,795	\$ 100,932	\$ 1,220,000	\$ 121,458	\$ 124,494	\$ 124,494
Other Financing Sources	-	-	-	-	-	180,000
Total Revenue	\$ 96,795	\$ 100,932	\$ 1,220,000	\$ 121,458	\$ 124,494	\$ 304,494
Expenditures						
Contractual Services	\$ 74,223	\$ 72,810	\$ 76,857	\$ 68,959	\$ 73,967	\$ 73,967
Capital Outlay	7,488	3,120	5,000	-	1,000,000	850,000
Debt Service	206,083	-	-	-	-	-
Total Expenditures	\$ 287,794	\$ 75,930	\$ 81,857	\$ 68,959	\$ 1,073,967	\$ 923,967
Surplus (Deficit)	\$ (190,999)	\$ 25,002	\$ 1,138,143	\$ 52,499	\$ (949,473)	\$ (619,473)
Ending Fund Balance	\$ (1,639,928)	\$ (1,614,928)	\$ (1,574,911)	\$ (1,562,429)	\$ (2,511,902)	\$ (2,181,902)

Thousands



United City of Yorkville
Downtown TIF Fund

88

DOWNTOWN TIF FUND REVENUE

DOWNTOWN TIF FUND REVENUE					FY 2024		FY 2025		FY 2025	
Account		FY 2022	FY 2023		Adopted	FY 2024	Adopted		Amended	
		Actual	Actual		Budget	Projected	Budget		Budget	
Taxes										
88-000-40-00-4000	PROPERTY TAXES	\$ 96,795	\$ 100,932		\$ 1,220,000	\$ 121,458	\$ 124,494		\$ 124,494	
	Total: Taxes	\$ 96,795	\$ 100,932		\$ 1,220,000	\$ 121,458	\$ 124,494		\$ 124,494	
Other Financing Sources										
88-000-49-00-4910	SALE OF CAPITAL ASSETS	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 180,000	
	Total: Other Financing Sources	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 180,000	
Total: DOWNTOWN TIF REVENUE		\$ 96,795	\$ 100,932		\$ 1,220,000	\$ 121,458	\$ 124,494		\$ 304,494	

United City of Yorkville
Downtown TIF Fund

880

DOWNTOWN TIF FUND EXPENDITURES

Account		FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Projected	FY 2025 Adopted Budget	FY 2025 Amended Budget
Contractual Services							
88-880-54-00-5401	ADMINISTRATIVE CHARGEBACK	\$ 35,020	\$ 31,102	\$ 32,129	\$ 32,129	\$ 32,046	\$ 32,046
88-880-54-00-5425	TIF INCENTIVE PAYOUT	36,562	37,835	39,728	36,473	39,421	39,421
88-880-54-00-5462	PROFESSIONAL SERVICES	2,641	3,873	5,000	357	2,500	2,500
Total:	Contractual Services	\$ 74,223	\$ 72,810	\$ 76,857	\$ 68,959	\$ 73,967	\$ 73,967
Capital Outlay							
88-880-60-00-6000	PROJECT COSTS	\$ -	\$ -	\$ 5,000	\$ -	\$ 1,000,000	\$ 850,000
88-880-60-00-6079	ROUTE 47 EXPANSION	7,488	3,120	-	-	-	-
Total:	Capital Outlay	\$ 7,488	\$ 3,120	\$ 5,000	\$ -	\$ 1,000,000	\$ 850,000
Debt Service - FNBO Loan - 102 E Van Emmon Building							
88-880-81-00-8000	PRINCIPAL PAYMENT	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
80-880-81-00-8050	INTEREST PAYMENT	6,083	-	-	-	-	-
Total:	Debt Service - FNBO Loan	\$ 206,083	\$ -	\$ -	\$ -	\$ -	\$ -
Total: DOWNTOWN TIF EXPENDITURES		<u>\$ 287,794</u>	<u>\$ 75,930</u>	<u>\$ 81,857</u>	<u>\$ 68,959</u>	<u>\$ 1,073,967</u>	<u>\$ 923,967</u>

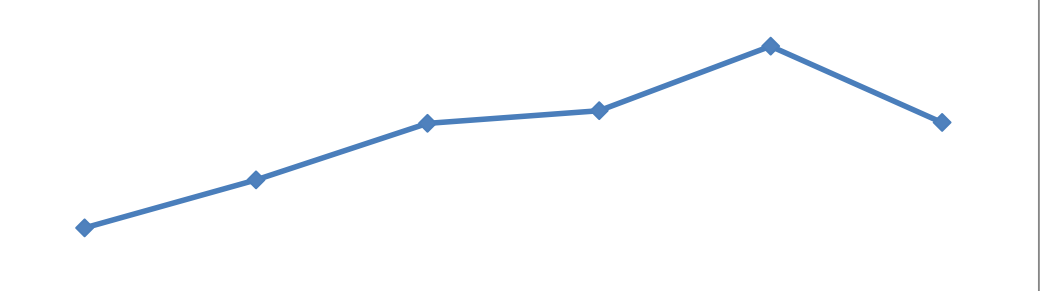
DOWNTOWN TIF II FUND (89)

The Downtown TIF II was created in 2018, in order to help promote downtown redevelopment and support the existing Downtown TIF.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2024 Projected	FY 2025 Adopted Budget	FY 2025 Amended Budget
Revenue						
Taxes	\$ 78,764	\$ 97,574	\$ 146,000	\$ 145,465	\$ 149,102	\$ 149,102
Total Revenue	\$ 78,764	\$ 97,574	\$ 146,000	\$ 145,465	\$ 149,102	\$ 149,102
Expenditures						
Contractual Services	\$ 37,521	\$ 3,371	\$ 11,000	\$ 9,000	\$ 17,000	\$ 17,000
Capital Outlay	-	-	-	-	5,000	5,000
Debt Service	-	-	-	-	-	150,000
Total Expenditures	\$ 37,521	\$ 3,371	\$ 11,000	\$ 9,000	\$ 22,000	\$ 172,000
Surplus (Deficit)	\$ 41,243	\$ 94,203	\$ 135,000	\$ 136,465	\$ 127,102	\$ (22,898)
Ending Fund Balance	\$ (6,625)	\$ 87,577	\$ 198,949	\$ 224,042	\$ 351,144	\$ 201,144

Thousands

\$400
\$300
\$200
\$100
\$0
(\$100)



United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND REVENUE

DOWNTOWN TIF II FUND REVENUE				FY 2024		FY 2025	FY 2025
Account	Description	FY 2022 Actual	FY 2023 Actual	Adopted Budget	FY 2024 Projected	Adopted Budget	Amended Budget
Taxes							
89-000-40-00-4000	PROPERTY TAXES	\$ 78,764	\$ 97,574	\$ 146,000	\$ 145,465	\$ 149,102	\$ 149,102
	Total: Taxes	\$ 78,764	\$ 97,574	\$ 146,000	\$ 145,465	\$ 149,102	\$ 149,102
	Total: DOWNTOWN TIF II REVENUE	\$ 78,764	\$ 97,574	\$ 146,000	\$ 145,465	\$ 149,102	\$ 149,102

United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND EXPENDITURES

DOWNTOWN TIF II FUND EXPENDITURES				FY 2024		FY 2025	FY 2025
Account	Description	FY 2022 Actual	FY 2023 Actual	Adopted Budget	FY 2024 Projected	Adopted Budget	Amended Budget
Contractual Services							
89-890-54-00-5425	TIF INCENTIVE PAYOUT	\$ 36,805	\$ 1,808	\$ 8,000	\$ 8,000	\$ 14,000	\$ 14,000
89-890-54-00-5462	PROFESSIONAL SERVICES	716	1,563	3,000	1,000	3,000	3,000
	Total: Contractual Services	\$ 37,521	\$ 3,371	\$ 11,000	\$ 9,000	\$ 17,000	\$ 17,000
Capital Outlay							
89-890-60-00-6000	PROJECT COSTS	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
	Total: Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
Debt Service - FS Property							
89-890-94-00-8000	PRINCIPAL PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
	Total: Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
	Total: DOWNTOWN TIF II EXPENDITURES	\$ 37,521	\$ 3,371	\$ 11,000	\$ 9,000	\$ 22,000	\$ 172,000



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 24, 2024
Subject: Downtown Grant Application

Summary

Introduction to the State's "Rebuild Downtowns & Main Streets" grant program and the first review of the City's redevelopment plan for the FS property.

Background

In the past few weeks, the State announced another round of downtown grants for mid-2024. The City applied for a downtown grant in 2022 and was unsuccessful. This newest round of downtown grants has an application deadline date of July 22nd, with a max award of \$2,000,000 and a required 25% local match. Utilizing the project components from the 2022 grant as a base and adding the City's expected purchase of the FS property, we are seeking feedback on the following grant application components:

1. East alley watermain relocation
 - a. Scope
 1. Replacement of an old, undersized watermain in the east alley of the downtown. This old watermain is due for replacement as part of our internal improvements in advance of the Lake Michigan project. This watermain prevents any of the businesses along Route 47 from constructing substantial or permanent patios and decks off the east side of each building (i.e. no permanent structures permitted above a watermain). Replacing this watermain and moving to the east away from the buildings would allow each business (or the City with a universal solution) to construct and use a deck or patio to expand their business footprint.
 - b. Cost estimate
 1. \$700k, in 2021 dollars and before we had contemplated shifting the watermain to the east
 - c. Timeline
 1. Already planned to be designed in FY 25, and tentatively budgeted (fund TBD) for FY26.
2. Undergrounding utilities in the east alley only – nothing proposed or estimated on FS yet
 - a. Scope
 1. There are a few above ground utility poles in the east alley and parking lot area that prevent free flow of vehicular traffic, hampers business use of the area for outdoor dining, and is aesthetically unpleasant. We would

propose to put these utilities underground to allow free use of the property and improve the aesthetics.

- b. Cost estimate
 - 1. \$400k, in 2021 dollars and not taking the FS property into account
 - c. Timeline
 - 1. Within the grant development timeline (1-2 years)
3. Brownfield remediation
- a. Scope
 - 1. Both the City parking lot and the FS property have legacy pollution issues underground. The City has studied ways to remediate the property, which could range from \$0 cost by maximizing the utility of the site plan or more expensive by treating or removing the polluted soils on site.
 - b. Cost estimate (to remediate or remove the soil)
 - 1. \$150k to \$500k in 2016 dollars
 - c. Timeline
 - 1. Within the grant development timeline (1-2 years)
4. Wall mural at the Law Office
- a. Scope
 - 1. Creation of a wall mural similar to the Crusade Building, which is expected to cost \$15,000 in full.
 - b. Cost estimate
 - 1. As low as \$15k for a Crusade-type mural, or as much as \$50k for something more detailed. These are gross costs and could be lowered assuming the City would ask for a match from the property owner.
 - c. Timeline
 - 1. 2-3 months to negotiate with the property owner and select a design. 1-2 months to paint the design.
5. Community trash receptacles
- a. Scope
 - 1. Each business in the downtown area has its own trash enclosure, resulting in multiple trash bins and enclosures. To save space and beautify the area, we propose to centrally locate one larger trash enclosure area. This effort will require us to discuss the trash needs for each business and get their buy-in to utilize and fund a centralized enclosure.
 - b. Cost estimate
 - 1. TBD
 - c. Timeline
 - 1. Would be completed within the grant development timeline (1-2 years)
6. Rear building enhancement or façade improvements
- a. Scope
 - 1. Each business in the downtown area is likely to want a porch, deck, patio, or other outdoor area for their patrons. The City could create a façade

improvement or business development grant program within this grant application that would cover eligible products like window or exterior paint improvements, construction of a deck or patio, or similar. This grant could be any denomination and may or may not require a local match. The City would expect to receive a better State grant score if it receives business support and commitment to invest in the buildings. One possible solution is to design a larger deck/patio across the rear of every business in the east alley, allowing the stairs and ADA ramps to be located in one central location on the City side of the property (i.e. providing a universal solution to accessibility issues). This effort will ultimately require buy-in and financial commitment by participating businesses. While the City can prepare illustrations for the grant application with little effort, any useable plan for this idea will require the City to immediately engage an architect/design team.

b. Cost estimate

1. Variable, but we assume between \$500k and \$1m, anticipating grants of \$50k to \$100k per business. A universal deck/patio solution would increase this cost.

c. Timeline

1. Would be completed within the grant development timeline (1-2 years)

7. Bandshell and gathering area

a. Scope

1. The City has seen great interest in outdoor music from casual concerts to special event festivals. As the FS property would expected to be a publicly owned common area for the community, we believe a moderately sized stage or elevated platform area is an amenity expected by the public and business community. We anticipate a mix of unrestricted access to common seating and gathering areas and restricted access to a stage area is the preferred approach – allowing ticketed and secure events to take place. Like the façade improvement program, we anticipate illustrations for the grant application requiring minimal effort, but any useable plan for this idea will require the City to immediately engage an architect and design team. Additionally, if this grant application is approved or the City ever moves to more detailed design plans for a stage area, we'd recommend having a sound engineer study the layout of the area to minimize noise outside of the immediate area.

b. Cost estimate

1. TBD. As a reference Oswego's 1012 venue stage and property was built with \$750,000 in funds in 2021 and was offset by several hundred thousand dollars in private donations. The Patrons Launching Arts in Yorkville group (PLAY) had estimated a similarly sized band shell on the Riverfront in Yorkville for around \$300,000 in private donations in 2022.

c. Timeline

1. Would be completed within the grant development timeline (1-2 years)

8. Stamped asphalt design
 - a. Scope
 1. A stamped asphalt or hard-scaped decorative feature within the east alley or City parking lot area
 - b. Cost estimate
 1. TBD
 - c. Timeline
 1. Would be completed within the grant development timeline (1-2 years)
8. Gateway signage
 - a. Scope
 1. Large, over-road entrance signage in the downtown area.
 - b. Cost estimate
 1. \$150k in 2021 dollars
 - c. Timeline
 1. Would be completed within the grant development timeline (1-2 years)
9. Catenary lighting
 - a. Scope
 1. Aesthetically pleasing suspended lighting above dining patios and/or common areas.
 - b. Cost estimate
 1. \$300k in 2021 dollars for two stretches of light along Van Emmon and Hydraulic.
 - c. Timeline
 1. Would be completed within the grant development timeline (1-2 years)
10. Landscape berm and fencing near the railroad track
 - a. Scope
 1. This berm would separate the common area and railroad tracks, improving the area aesthetics and safety. This would be done as part of the overall site plan, but we wanted to highlight it as a necessary feature of the turning the property into a commonly used gathering space.
 - b. Cost estimate
 1. TBD
 - c. Timeline
 1. Would be completed within the grant development timeline (1-2 years)

Recommendation

Staff is seeking feedback on these project components. The overall cost estimate of items currently known in non-present day dollars is \$3.85m on the high end, with the landscape berm, stamped asphalt, and community trash enclosures not estimated. Of this figure, the City can only receive \$2m in grant funds, and we already have ~\$700,000 budgeted for the watermain replacement. After feedback is received, we'd propose to conduct public discussions on the grant application throughout June, before submitting in mid-July.

DOWNTOWN REDEVELOPMENT

Potential East Alley Improvement Projects



Project	Estimated Cost*
1. Brownfield Remediation	\$150,000-\$500,000 <i>Possibly mitigated entirely depending on plan</i>
2. Underground Utilities/Watermain Relocation	\$400,000 (utilities) \$700,000 (watermain) <i>Watermain planned to be designed in FY 25, tentatively budgeted in FY 26. Cost may increase due to moving the main further east.</i>
3. Bandshell/Outdoor Seating	TBD <i>Will need to engage architect/designer, sound engineer, and consider operational/security needs</i>
4. Stamped Asphalt Design	TBD <i>Will need to finalize location (pedestrian pathway/placemaking)and design (branding).</i>
5. Gateway Sign	\$150,000
6. Landscape Berm/Fencing	TBD <i>Beautification & safety measure. Will need to engage landscape architect/designer.</i>
7. Catenary Lights	\$300,000
8. Community Trash Receptacles	\$50,000 <i>Need to engage architect/designer and discuss needs/interest of businesses</i>
9. Relocated Parking	N/A <i>Included in overall site design costs</i>
10. Rear Building Façade Improvements	~\$1,000,000 <i>Estimates \$150K per business. Possibility to design a larger public area accessed by each building. ADA compliance concerns. May seek business owners cost sharing via letters of support or financial commitment. Will need architect/designer professional.</i>
11. Wall Mural	\$50,000

* Cost estimates in 2021 dollars

DOWNTOWN REDEVELOPMENT

Potential East Alley Improvement Projects

1 Parking Lot Brownfield Remediation

Excavate/Dispose of contaminated soil or in-situ treatment of contaminated soils to leave in place

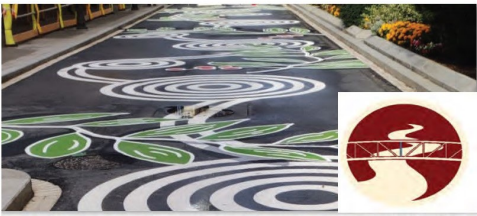
2 Underground Utilities & Water Main Replacement



3 Bandshell/Pavillion with Artificial Turf & Outdoor Seating



4 Stamped Asphalt Paved Parking Area with Downtown Emblem



5 Gateway Signage



6 Landscape Berm with Fencing



7 Overhead Catenary Lights



8 Community Trash Receptacles



9 Relocated Public Parking Area



10 Rear Building Facade Enhancements



11 Public Art - Wall Mural



12 Outdoor Dining Area



State of Illinois Uniform Notice of Funding Opportunity (NOFO)
Summary Information

Awarding Agency Name	Commerce And Econ Opp
Agency Contact	John O'Conner (john.oconner@illinois.gov)
Announcement Type	Initial
Type of Assistance Instrument	Grant
Funding Opportunity Number	FY24-1 Rebuild Downtowns & Main Streets/RISE Implementation Grants
Funding Opportunity Title	Rebuild Downtowns & Main Streets Capital Grant
CSFA Number	420-00-2560
CSFA Popular Name	Rebuild Downtowns & Main Streets
Anticipated Number of Awards	20
Estimated Total Program Funding	\$20,000,000
Award Range	\$250000 - \$2000000
Source of Funding	Federal and State
Cost Sharing or Matching Requirements	Yes
Indirect Costs Allowed	Yes
Restrictions on Indirect Costs	<p>Yes : Indirect or administrative costs under these programs cannot be applied to capital expenditures such as those on land acquisition, site development, construction, and infrastructure.</p> <p>Indirect costs may therefore be eligible for RISE projects in whole or in part, depending on the nature of the project and its associated expenditures. No indirect costs will be eligible for reimbursement under RDMS, however, since that program is limited to capital-only projects.</p>
Posted Date	04/22/2024
Application Date Range	04/22/2024 - 07/22/2024 : 5:00PM
Grant Application Link	<p>Please select the entire address below and paste it into the browser...</p> <p>https://dceo.illinois.gov/aboutdceo/grantopportunities/2560-2765--3304-2764.html</p>
Technical Assistance Session	<p>Offered : Yes</p> <p>Mandatory : No</p> <p>Date : 05/01/2024 : 10:30AM</p> <p>Registration link : https://illinois.webex.com/illinois/ldr.php?RCID=d37afa1a40eaf368e2788841caf7f466</p>

State of Illinois Uniform Notice of Funding Opportunity (NOFO)
Summary Information

Awarding Agency Name	Commerce And Econ Opp
Agency Contact	John O'Conner (john.oconner@illinois.gov)
Announcement Type	Initial
Type of Assistance Instrument	Grant
Funding Opportunity Number	FY24-1 Rebuild Downtowns & Main Streets/RISE Implementation Grants
Funding Opportunity Title	RISE Implementation Grant Program
CSFA Number	420-35-3304
CSFA Popular Name	RISE Implementation Grants
Anticipated Number of Awards	20
Estimated Total Program Funding	\$10,000,000
Award Range	\$250000 - \$2000000
Source of Funding	Federal and State
Cost Sharing or Matching Requirements	Yes
Indirect Costs Allowed	Yes
Restrictions on Indirect Costs	<p>Yes : Indirect or administrative costs under these programs cannot be applied to capital expenditures such as those on land acquisition, site development, construction, and infrastructure.</p> <p>Indirect costs may therefore be eligible for RISE projects in whole or in part, depending on the nature of the project and its associated expenditures. No indirect costs will be eligible for reimbursement under RDMS, however, since that program is limited to capital-only projects.</p>
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Technical Assistance Session	<p>Offered : Yes</p> <p>Mandatory : No</p> <p>Date : 05/01/2024 : 10:30AM</p> <p>Registration link : https://illinois.webex.com/illinois/ldr.php?RCID=d37afa1a40eaf368e2788841caf7f466</p>

Agency-specific Content for the Notice of Funding Opportunity Rebuild Downtowns & Main Streets/RISE Implementation Grants NOFO ID: 2560-2765 and 3304-2764

For information about grants please visit <https://dceo.illinois.gov/aboutdceo/grantopportunities/granteeresources.html>.

A. Program Description

Notice of Funding Opportunity Intent

The Illinois Department of Commerce and Economic Opportunity (the “Department” or “DCEO”) is issuing this Notice of Funding Opportunity (“NOFO”) to request applications for the Rebuild Downtowns & Main Streets (RDMS) Capital Grant Program and for the Research in Illinois to Spur Economic Recovery (RISE) Implementation Grant Program. As described below, each program will facilitate investments intended to accelerate economic recovery following the pandemic. Applicants will provide a single application for an eligible project, and within the application denote whether the project is eligible for RDMS, RISE, or both.

Program Description

The Illinois Department of Commerce and Economic Opportunity (DCEO) is providing a joint application for the RDMS and RISE Implementation programs. \$20 million has been allocated for RDMS and \$10 million for RISE, with individual grants for both opportunities ranging from \$250,000 to \$2 million. An applicant may receive no more than one award through this NOFO.

RDMS will facilitate investment to revitalize commercial corridors and downtown areas in Illinois, offering capital grants to support improvements in communities that have experienced disinvestment, particularly those hardest-hit by the COVID-19 crisis. This support will help to accelerate Illinois’ economic recovery and promote long-term, sustainable, and inclusive growth for the state. RDMS grants are available for capital projects only. Examples of suitable projects include but are not limited to:

- Improvement and repair of roads, sidewalks, and lighting in commercial corridors and downtowns
- Development of public spaces that will attract events to and/or add to the appeal of commercial corridors and downtowns
- Improvement and repair of water and sewer infrastructure serving commercial corridors and downtowns
- Mixed-use development that will add to the vitality of commercial corridors and downtowns

RISE Implementation Grants are a strategic effort to allocate funding towards economic development projects or initiatives identified by RISE Local and Regional Planning (RISE Planning) grants. RISE Planning awards, announced in the fall of 2022, reimbursed awardees for costs associated with developing or updating an economic recovery plan responsive to the COVID health and economic crisis. Examples of suitable projects for RISE Implementation Grants include but are not limited to the following types of projects:

- Infrastructure projects identified by economic recovery plans
- Housing or multi-use development projects consistent with economic recovery plans
- Workforce training programming consistent with economic recovery plans
- Site readiness projects consistent with economic recovery plans

RISE Implementation projects must be aligned with recommendations from a recovery plan produced as a result of a project funded through a RISE Planning grant. Unlike RDMS, RISE projects do not need to be wholly capital in nature and do not need to be located in commercial corridors or downtown areas.

Program History

This NOFO includes the second round of RDMS funding. The first round, with awards announced in August 2022¹, provided grants of up to \$3 million to support improvements and encourage investment in commercial corridors and downtowns that have experienced disinvestment, particularly in communities hardest-hit by the COVID-19 public health and economic crisis. Successful applicants demonstrated that their projects were well-conceived, consistent with local and regional economic development strategies, facilitated recovery from the economic downturn caused by the COVID-19 pandemic, and promoted job creation and enhanced the quality of life in the area.

The RISE Planning grant program was established to create or update local and regional Economic Recovery Plans. These plans were intended to assess current conditions and identify initiatives and investments to help communities and regions recover from the health and economic crisis caused by the COVID-19 pandemic. Awards were announced in September 2022.² RISE Implementation grants offer potential funding for worthy projects consistent with, or specifically identified through, these recovery plans.

Performance Goals and Measures

Grantees will be required to submit performance data to the Department on a quarterly basis. Performance reporting may encompass both achievement of milestones associated with implementation of the project and subsequent impacts on the community. Performance measures may include but will not necessarily be limited to:

- Project milestones completed
- Public and private investment leveraged

Other Information

Applicants will be asked whether they are applying for an RDMS or RISE Implementation grant - or both. However, the Department will evaluate submissions for both programs using the same criteria and may provide awards under either program (if eligible). Applicants shall only submit one application and are only eligible for one award, even if the project is eligible under both programs.

B. Funding Information

This grant program is utilizing state funds appropriated by appropriated by the General Assembly. Total amount of funding expected to be awarded through this NOFO is \$20 million for RDMS and \$10 million for RISE Implementation. Awards will range from \$250,000 to \$2 million for both programs. The Department expects to make 20-25 awards through this NOFO.

Anticipated start date for awards is fall 2024. The period of performance is expected to be late calendar year 2024 through the end of calendar year 2026.

Grants for both programs will be provided on a reimbursement basis.

RDMS grants will reimburse capital expenditures only, while RISE Implementation grants may include capital and non-capital elements. Capital expenditures refer generally to purchase or construction of long-lived assets. For more information on which expenditures qualify as capital, please review the Rebuild Illinois Bondability Guidelines.³

The release of this NOFO does not obligate the Department to make an award.

¹ See announcement and list of RDMS awardees here: <https://www.illinois.gov/news/press-release.25318.html#:~:text=%22I%20am%20thrilled%20to%20announce,quality%20of%20life%20for%20our>

² See announcement of RISE Planning grant awards here: <https://www.illinois.gov/news/press-release.25429.html>

³ See State of Illinois link at: <https://dceo.illinois.gov/content/dam/soi/en/web/dceo/communitydevelopment/documents/bondability-guidelines-rebuild-il.pdf>

C. Eligibility Information

An entity must be registered in the Grant Accountability and Transparency Act (GATA) Grantee Portal, <https://grants.illinois.gov/portal/>, at the time of grant application. The portal will verify that the entity:

- Has a valid FEIN number (<https://www.irs.gov/individuals/international-taxpayers/taxpayer-identification-numbers-tin#:~:text=You%20can%20use%20the%20IRS%27s,for%20Individual%20Taxpayer%20Identification%20Number>);
- Has a current SAM.gov registration (<https://sam.gov>), SAM.gov registrations must be marked as “public” to allow the GATA Grantee Portal to expedite the review of the federal information;
- Has a valid UEI number (<https://sam.gov>);
- Is not on the Federal Excluded Parties List (verified at <https://sam.gov>);
- Is in Good Standing with the Illinois Secretary of State, as applicable (https://www.cyberdriveillinois.com/departments/business_services/corp.html);
- Is not on the Illinois Stop Payment list (verified once entity is registered in GATA Grantee Portal); and
- Is not on the Department of Healthcare and Family Services Provider Sanctions list (<https://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>).

Entities on the Illinois Stop Payment List and/or the Federal Excluded Parties List at time of application submission will not be considered for an award.

An automated email notification to the entity alerts them of “qualified” status or informs how to remediate a negative verification (e.g., not in good standing with the Secretary of State). A federal Debarred and Suspended status cannot be remediated.

Pursuant to the policy of the Illinois Office of the Comptroller, to receive grant funds from the State of Illinois, a grantee must be considered a regarded entity by the IRS for federal income tax purposes. Disregarded entities will not be eligible to receive grant funds.

1. Eligible Applicants include:

Eligibility for both RDMS and RISE Implementation grants will be determined by characteristics of the applicant and the project.

The following entities are eligible to apply for both RDMS and RISE Implementation grants:

- Economic development organizations (EDOs)⁴
- Local units of government (e.g., municipalities, counties, townships)
- Private Businesses⁵

Special purpose local units of government (e.g., library districts, fire protection districts, schools) are not eligible.

Under RDMS, projects must be located in a commercial corridor or downtown area to be eligible. This requires that the project be in close proximity of multiple public-facing business establishments. Specific project types eligible under RDMS include -- but are not limited to -- new construction or rehabilitation of the following:

⁴ Economic Development Organizations (EDOs) are entities dedicated to the economic development of a region within the state. EDOs are typically government agencies, public-private partnerships, or non-governmental organizations who collaborate with public and private stakeholders within a defined sub-state area. For purposes of these programs, EDOs can also include organizations providing planning and technical assistance to counties and communities intended to guide and facilitate development of necessary transportation and other infrastructure needed to sustain economic growth and opportunity.

⁵ Private businesses were not eligible for RISE Planning grants, but they may be eligible for RISE Implementation grants if the proposed project or initiative aligns with a RISE Planning grant economic recovery plan.

- Roads, parking, and sidewalks
- Transit, pedestrian, or bicycle infrastructure
- Broadband infrastructure
- Water/sewer infrastructure
- Public spaces, such as parks and plazas, including lighting and landscaping
- Rehabilitation of structures in disrepair
- Mixed-use development or transit-oriented development

RISE Implementation projects must align with priorities identified through a RISE planning grant recovery plan and must be intended to accelerate economic recovery. RISE Implementation applicants must document their alignment with RISE by including a letter of support from the entity who issued the RISE Planning economic recovery plan associated with the RISE Implementation application. Expenditures may be capital or non-capital in nature. Examples of project types eligible under RISE Implementation include but are not limited to:

- Water, sewer, or broadband infrastructure
- Investment in affordable housing
- Local workforce development programming
- Retrofitting or renovating facilities and buildings
- Investment in site readiness for business development
- Tourism promotion programming

The following types of projects are specifically ineligible for RDMS or RISE Implementation grants:

- Construction or renovation of buildings, or portions thereof, used predominantly for the general conduct of government (e.g., city halls, courthouses, jails, police stations, libraries, schools)
- Costs of operating and maintaining public infrastructure and services
- Projects for which construction-related activities beyond design & engineering have been initiated.

Successful applicants for both programs will demonstrate that the proposed project or initiative is well-conceived, consistent with local and regional economic development strategies, and will facilitate economic recovery and revitalization.

The Department complies 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 Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.), The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a-and 2000H-6), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), and The Age Discrimination Act (42 USC 6101 et seq.).

2. Cost Sharing or Matching.

For both RDMS and RISE Implementation, the applicant is required to provide matching funds as follows:

- Local units of government must provide a cash match of 25% of total project costs (a 1:3 match).
- All other applicants must provide a cash match of 50% of total project costs (a 1:1 match). Note that this matching requirement is triggered if any project capital investment will occur on property that is not owned by a local unit of government.

Matching funds can come from the organization's own resources, other private funds, or other non-state grant funds. The applicant must document the availability of matching funds in the application.

3. Indirect Cost Rate.

In order to charge indirect costs to a grant, the applicant organization must have an annually negotiated indirect cost rate agreement (NICRA). There are three types of NICRAs:

a) Federally Negotiated Rate. Organizations that receive direct federal funding, may have an indirect cost rate that was negotiated with the Federal Cognizant Agency. Illinois will accept the federally negotiated rate. The organization must provide a copy of the federally NICRA.

b) State Negotiated Rate. The organization may negotiate an indirect cost rate with the State of Illinois if they do not have a Federally Negotiated Rate. If an organization has not previously established an indirect cost rate, an indirect cost rate proposal must be submitted through State of Illinois' centralized indirect cost rate system no later than three months after receipt of a Notice of State Award (NOSA). If an organization previously established an indirect cost rate, the organization must annually submit a new indirect cost proposal through CARS within six to nine months after the close of the grantee's fiscal year, depending on the grantee's audit type requirements.

c) De Minimis Rate. An organization may elect a de minimis rate of 10% of modified total direct cost (MTDC). Once established, the De Minimis Rate may be used indefinitely. The State of Illinois must verify the calculation of the MTDC annually in order to accept the De Minimis Rate.

All grantees must complete an indirect cost rate negotiation or elect the De Minimis Rate to claim indirect costs. Indirect costs claimed without a negotiated rate or a De Minimis Rate election on record in the State of Illinois' centralized indirect cost rate system may be subject to disallowance.

Grantees have discretion and can elect to waive payment for indirect costs. Grantees that elect to waive payments for indirect costs cannot be reimbursed for indirect costs. The organization must record an election to "Waive Indirect Costs" into the State of Illinois' centralized indirect cost rate system.

State Universities may request an indirect cost rate of 10% due to the State of Illinois' continuous funding of a portion of facility and administrative costs.

Indirect or administrative costs under these programs cannot be applied to capital expenditures such as those on land acquisition, site development, construction, and infrastructure.

Indirect costs may therefore be eligible for RISE projects in whole or in part, depending on the nature of the project and its associated expenditures. No indirect costs will be eligible for reimbursement under RDMS, however, since that program is limited to capital-only projects.

4. Other, if applicable.

Applicants may submit one application for this opportunity.

D. Application and Submission Information

1. Address to Request Application Package.

Grant application forms are available at the web link provided in the "Grant Application Link" field of this announcement or by contacting the Program Manager:

John O'Conner
Illinois Department of Commerce & Economic Opportunity
607 E. Adams
Springfield, IL 62701
Tele: 217-993-2275
Email: CEO.RDMS@illinois.gov

2. Content and Form of Application Submission.

A standard application package must be submitted and reviewed by the Department. Each package should contain the following items:

- ☐ Uniform Grant Application in fillable PDF format. Signature page must be printed, signed, scanned and submitted with application.
- ☐ Uniform Budget utilizing the template provided by DCEO for this project. The entire budget with all worksheets included even if the worksheets are not relevant to the grant opportunity must be submitted with the application materials. Signature page must be printed, signed, scanned and submitted with application.
- ☐ Conflict of Interest Disclosure
- ☐ Mandatory Disclosures

This Notice of Funding Opportunity also requires the **submission of the following other programmatic specific items as part of a program application:**

- ☐ Program Application
- ☐ Letters of Recommendation: Applicants must provide letters of support (LOS) from stakeholders in the community as part of their applications. Please note the following:
 - LOS must be included in the application to be considered. Any LOS submitted separately by email or regular mail will not be considered.
 - RISE Implementation applications must include a LOS from the RISE Planning grant awardee that developed the corresponding economic recovery plan, unless the applicant issued the recovery plan.
 - At least one LOS should come from an elected official (e.g., mayor, state legislator, or alderman) serving the area. Additional LOS may come from other stakeholders such as community organizations, local businesses, and local

Please note there is a maximum upload of 10 documents in the web form that you submit the application, so combining files may be necessary.

3. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Each applicant (unless the applicant is an individual or Federal or State awarding agency that is exempt from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal or State awarding agency under 2 CFR 25.110(d)) is required to:

- (i) Be registered in SAM. To establish a SAM registration, go to www.SAM.gov and/or utilize this instructional link: How to Register in SAM from the www.grants.illinois.gov Resource Links tab. SAM.gov registrations must be "public."
- (ii) Provide a valid UEI number in the GATA Grantee Portal registration.
- (iii) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal, Federal pass-through or State award or an application or plan under consideration by a Federal or State awarding agency. The State awarding agency may not make a Federal pass-through or State award to an applicant until the applicant has complied with all applicable UEI and SAM requirements and, if an applicant has not fully complied with the requirements by the time the State awarding agency is ready to make a Federal pass-through or State award, the State awarding agency may determine that the applicant is not qualified to receive a Federal pass-through or State award and use that determination as a basis for making a Federal pass-through or State award to another applicant.

4. Submission Dates and Times.

Applications for this opportunity must be submitted by 5PM CST on Monday, July 22nd, 2024.

Application materials must be submitted to the Department via electronic form at <https://app.smartsheet.com/b/form/a2931c36e0da49e294f7ae2019801883>

The Department is under no obligation to review applications that do not comply with the above requirements.

Failure to meet the application deadline may result in the Department returning application without review or may preclude the Department from making the award.

5. Intergovernmental Review, if applicable.

N/A

6. Funding Restrictions.

This opportunity does not allow reimbursement of pre-award costs. Other restrictions can be found in Sections A., B. and C.

7. Other Submission Requirements.

Documents stored in Google Docs or other cloud-based servers are not allowed.

Applicants may confirm receipt of the application and documents by contacting the program contact listed in this NOFO.

E. Application Review Information.

1. Criteria.

Grant proposals will be reviewed on a competitive basis. Each proposal will be scored on a 100-point scale. The Department shall consider the following criteria when evaluating the application submittal: Need, Capacity, and Quality. The extent of the applicant's matching expenditures beyond the minimum requirement required by Section C.2 will not impact the project score.

Need- Identification of stakeholders, facts, and evidence that demonstrate the proposal supports the grant program purpose (30 points)	
Project or initiative is located in an area that is experiencing economic disinvestment, job loss, or other form of particular economic hardship. Relevant factors may include local/regional unemployment rates, poverty rates, vacancy rates, status as underserved community ⁶ , etc.	12
Applicant demonstrates consistency with applicable local/regional economic development plans	10
Letters of support from elected officials and other community stakeholders (4 points for at least one LOS from a local elected official, 1 point apiece for up to four additional LOS. Up to 2 points may be deducted from score if LOS in total represent only a narrow set and/or category of community stakeholders.)	8
Capacity- The ability of the applicant to execute the project according to requirements of the grant program (20 points)	

⁶ See DCEO map of underserved communities at this link:
<https://dceo.illinois.gov/expandrelocate/incentives/underservedareas.html>

Applicant demonstrates relevant experience and expertise to manage grants of this nature	4
Applicant demonstrates relevant experience and expertise to execute project or initiative of this nature	10
Applicant provides detailed plan to fully fund the project, including status of commitments for matching funds	6
Quality- The totality of features and characteristics of the project that indicate its ability to satisfy the requirements of the grant program (50 points)	
Applicant provides a complete description of the project or initiative sufficient to enhance understanding of the project scope. Depending on the nature of the project or initiative, this could include maps, demographic data, business information, and pictures as necessary and appropriate.	6
Scope of work for the project is clear, coherent, well-aligned with the purpose of the project or initiative, and accounts for any necessary permits.	5
Applicant provides clear timeline, including intermediate milestones, for successful completion of the project or initiative	5
Budget is complete, clear and aligned with scope of work	7
Budget is reasonable and supported by evidence	7
Applicant demonstrates that the project or initiative will address an existing barrier to robust economic development	8
Applicant demonstrates that the project will promote economic development, including long-term job creation, in the project area	6
Applicant demonstrates that the project will leverage additional investment in the area and/or improve conditions for future investment in the project area	6

2. Review and Selection Process.

Applications will be graded using the Merit Review Process and scored on the criteria specified in Section E.1. The Department will designate an Evaluation Committee to grade each eligible application received for this funding opportunity. The final score of each Committee member will be calculated and an average of all scores will be the final applicant score. Each applicant will then be ranked for each program, and awards will be recommended according to project ranking and available funding. DCEO may take into account balance across several dimensions, in addition to applicant scores, when making award determinations. Such considerations may include the geographic distribution of projects across the state; sufficient inclusion of underserved communities; and sufficient inclusion of projects in urban, rural, and suburban locations.

The Merit Based Review process is subject to appeal. However, competitive grant appeals are limited to the evaluation process. Evaluation scores may not be protested. Only the evaluation process is subject to appeal. The appeal must be submitted in writing to the Department within 14 calendar days after the date that the grant award notice has been published. The written appeal shall include the name and address of the appealing party, the identification of the grant and a statement of reasons for the appeal. To file an appeal, applicants must submit the appeal in writing and in accordance with the Merit-Based Application Review Appeals Process listed on the Grant Opportunities page of the DCEO website:
<https://dceo.illinois.gov/aboutdceo/grantopportunities/meritappealpreview.html>.

3. Anticipated Announcement and State Award Dates, if applicable.

After the application period is closed, the Department will conduct a merit based review of eligible applications. Successful applicants will receive a Notice of State Award (NOSA) to initiate the grant agreement phase. During this phase, you will be contacted by a grant manager to develop a grant agreement, which can be a months long process depending on complexity, cooperation, and conformity with all applicable federal and state laws.

The Department reserves the right to issue a reduced award, or not to issue any award.

F. Award Administration Information

1. State Award Notices.

The Notice of State Award (NOSA) will specify the funding terms and specific conditions resulting from the pre-award risk assessments and the merit based review process. The NOSA must be accepted in the GATA Portal by an authorized representative of the grantee organization. The NOSA is not an authorization to begin performance or incur costs.

2. Administrative and National Policy Requirements.

Subrecipients and Subcontractors: Agreement(s) and budget(s) with subrecipients and subcontractors must be pre-approved by and on file with DCEO. Agreements can be submitted to DCEO when available. Subcontractors and subrecipients are subject to all applicable provisions of the Agreement(s) executed between DCEO and the grantee. The successful applicant shall retain sole responsibility for the performance of its subrecipient(s) and/or subcontractor(s).

Grant Uniform Requirements: The Grant Accountability and Transparency Act (30 ILCS 708/1 *et seq.*) (and its related administrative rules, 44 Ill. Admin. Code Part 7000), was enacted to increase the accountability and transparency in the use of grant funds from whatever source and to reduce administrative burdens on both State agencies and grantees by adopting federal guidance and regulations applicable to those grant funds; specifically, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

Procurement: Grantees will be required to adhere to methods of procurement per the Procurement Standards (2 CFR 200.317 – 2 CFR 200.327).

Business Enterprise Program: For grant awards of \$250,000 or more, grantees will be required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. The Department and the Capital Development Board will work with the grantees to ensure compliance prior to the establishment of the grant agreement as well as through the life of the grant.

Environmental Review Requirements: Capital grants will be reviewed to determine environmental review requirements. Based on the scope of the project, the grantees may be required to complete additional environmental approvals before a grant agreement can be initiated.

Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq.*): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor

hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

Prevailing Wage Act (820 ILCS 130/0.01 et seq.): Applicants that are awarded grants shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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. Grantees will be required to report on Prevailing Wage Act compliance on a monthly basis.

Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.): All grantees will be required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantees may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available, or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by DCEO in consultation with the Illinois Department of Labor. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

3. Reporting.

Periodic Performance Report (PPR) and Periodic Financial Report (PFR)

Grantees funded through this NOFO are required to submit in the format required by the Grantor, at least on a quarterly basis, the PPR and PFR electronically to their assigned grant manager. The first of such reports shall cover the first three months after the award begins. Pursuant to 2 CFR 200.328, Periodic Financial Reports shall be submitted no later than 30 calendar days following the period covered by the report. Pursuant to 2 CFR 200.329, Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Any additional reporting requirements will be disclosed in the NOSA. Grantees are required within 45 calendar days following the end of the period of performance to submit a final closeout report in the format required by the Grantor (See 2 CFR 200.344).

Monitoring

Grantees funded through this NOFO are subject to fiscal and programmatic monitoring visits by the Department in accordance with 2 CFR 200.337. They must have an open-door policy allowing periodic visits by Department monitors to evaluate the progress of the project and provide documentation upon request of the monitor. Program staff will also maintain contact with participants and monitor progress and performance of the contracts. The Department may modify grants based on performance.

Audit

Grantees shall be subject to Illinois' statewide Audit Report Review requirements. Terms of the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules set forth under the Grant Accountability and Transparency Act shall apply (See 30 ILCS 708/65(c)).

G. State Awarding Agency Contact(s)

Grant Help Desk
Illinois Department of Commerce & Economic Opportunity
Email: **CEO.GrantHelp@illinois.gov**

H. Other Information, if applicable

N/A