



# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

## Stormwater Management Committee Final Regular Meeting Agenda

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**Tuesday, May 7, 2024**

**7:30 AM**

**County Board Room**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

**4. CHAIRMAN'S REMARKS - CHAIR ZAY**

4.A Sustainable Design Challenge Awards Presentation

**5. APPROVAL OF MINUTES**

5.A [24-1141](#)

Stormwater Management Committee Meeting-Regular Meeting- Tuesday, April 2, 2024

**6. CLAIMS REPORTS**

6.A [24-1340](#)

Schedule of Claims - April 2024

**7. STAFF REPORTS**

7.A [24-1382](#)

2024 May Program and Events Update

7.B [24-1383](#)

2024 April Current Events Newsletter

**8. ACTION ITEMS**

8.A [SM-P-0012-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Glendale Heights, for the Lake Becerra Shoreline Restoration and Naturalization Project, for the period of May 14, 2024 through November 30, 2025, for an agreement not to exceed \$90,000. (WQIP Grant)

8.B [SM-P-0013-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Willowbrook, for the Borse Park Stream and Pond Enhancement Project, for the period of May 14, 2024 through November 30, 2025, for an agreement not to exceed \$60,000. (WQIP Grant)

8.C [24-1299](#)

COMMITTEE ACTION REQUESTED: A motion by Committee to not object to a variance request by Pulte Home Company, LLC, to allow construction of a site runoff storage facility that does not comply with the release rate provision of Section 15-74.C of the DuPage County Countywide Stormwater And Flood Plain Ordinance, with the condition that Woodridge certifies the application and approves the watershed modeling demonstrating that the proposed project has no adverse impacts to upstream or downstream properties and provides a watershed benefit.

8.D [FI-R-0079-24](#)

Acceptance and appropriation of the ILDCO Rebuild Illinois Timberlake Drainage Improvements Grant PY24, Inter-Governmental Agreement No. 22-203688, Company 5000 - Accounting Unit 3075, \$200,000. (Stormwater Management)

**9. OLD BUSINESS****10. NEW BUSINESS****11. EXECUTIVE SESSION**

11.A Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21) Biannual Review of Executive Session Minutes.

**12. MATTERS REFERRED FROM EXECUTIVE SESSION MINUTES**

12.A Disposition of Executive Session Minutes

**13. ADJOURNMENT**



## Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 24-1141**

**Agenda Date: 5/7/2024**

**Agenda #: 5.A**

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# DU PAGE COUNTY

## Stormwater Management Committee

### Final Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**Tuesday, April 2, 2024**

**7:30 AM**

**County Board Room**

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**1. CALL TO ORDER**

7:30 AM meeting was called to order by Chair James Zay at 7:30AM.

A motion was made by Member DeSart and seconded by Member Evans to allow Member Yusuf to participate remotely. Upon a voice vote, the motion passed with all ayes.

Member Yusuf arrived in person at 7:40AM and continued to participate in the meeting.

The following County Board Members were in attendance:

Member Rutledge

Member Gustin

**2. ROLL CALL**

<b>PRESENT</b>	Brummel, DeSart, Eckhoff, Evans, Garcia, Hinterlong, Pojack, Pulice, Tornatore, and Zay
<b>ABSENT</b>	Nero
<b>REMOTE</b>	Yusuf

**3. PUBLIC COMMENT**

The following individuals offered public comment:

Catherine Franczyk-League of Women Voters

Kay McKeen- SCARCE

**4. CHAIRMAN'S REMARKS - CHAIR ZAY**

Chair Zay thanked staff for their work during the recent weather events.

**5. APPROVAL OF MINUTES**

**5.A [24-1032](#)**

Stormwater Management Committee Meeting-Regular Meeting- Tuesday, March 5, 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sam Tornatore
<b>SECONDER:</b>	Paula Garcia

**6. CLAIMS REPORTS**

**6.A [24-1042](#)**

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## Schedule of Claims - March 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Nunzio Pulice

**7. BUDGET TRANSFERS****7.A [24-1098](#)**

Transfer of funds from 1600-3000-54110 (Equipment and Machinery) \$96,000 to 1600-3000-54120 (Automotive Equipment). When the FY24 budget was prepared, Stormwater budgeted for the cost share for the purchase of equipment with Public Works. The departments have collaboratively assessed equipment needs and it has been determined a dump truck is the highest priority. Although this will be utilized like construction equipment, the purchase must be made from Automotive Equipment, per the procurement purchasing guidelines.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

**8. STAFF REPORTS****8.A [24-1039](#)**

2024 April Program and Event Update

Member Garcia thanked staff for their work with the St. Joseph Creek Condominium Flood Mitigation Project.

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	David Brummel
<b>SECONDER:</b>	Chester Pojack

**8.B [24-1055](#)**

March 2024 Currents E-Newsletter

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	David Brummel
<b>SECONDER:</b>	Chester Pojack

**8.C [24-1056](#)**

2024 Sustainable Design Challenge

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
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<b>MOVER:</b>	David Brummel
<b>SECONDER:</b>	Chester Pojack

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	David Brummel
<b>SECONDER:</b>	Chester Pojack

## 9. ACTION ITEMS

### 9.A [SM-P-0007-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Carol Stream, for the Klein Creek Streambank Stabilization- Section III Project, for an agreement not to exceed \$100,000.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Lucy Evans

### 9.B [SM-P-0008-24](#)

Recommendation for the approval of a contract issued to Geosyntec Consultants, Inc., for Professional Engineering Services, for Stormwater Management, for the period of April 9, 2024 through November 1, 2025, for a contract total amount not to exceed \$90,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (EPA Grant Funded)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

### 9.C [SM-P-0009-24](#)

Recommendation for the approval of an agreement between the County of DuPage and ENCAP, Inc., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2024 through April 30, 2025, for a contract total amount not to exceed \$100,000; per renewal under bid award #23-021-SWM. First of three optional renewals.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Nunzio Pulice

9.D [SM-P-0010-24](#)

Recommendation for the approval of an agreement between the County of DuPage and V3 Construction Company, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2024 through April 30, 2025, for a contract total amount not to exceed \$75,000; per renewal under bid award #23-021-SWM. First of three optional renewals.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

9.E [SM-P-0011-24](#)

Recommendation for the approval of an agreement between the County of DuPage and Pizzo & Associates, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, for the period of May 1, 2024 through April 30, 2025, for a contract total amount not to exceed \$50,000; per renewal under bid award #23-021-SWM. First of three optional renewals.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Paul Hinterlong

9.F [FI-R-0056-24](#)

Acceptance and Appropriation of the Illinois Environmental Protection Agency PY21 Section 604B Water Quality Management Planning Grant, Inter-Governmental Agreement No. 6042102, Company 5000 - Accounting Unit 3065, \$125,600. (Stormwater Management)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Lucy Evans

9.G [PW-P-0009-24](#)

Recommendation for the approval of a contract purchase order to CIT Trucks – Rockford, to procure one (1) 2025 Kenworth T480 Chassis, for the period of April 10, 2024 to April 9, 2025, for a total contract amount not to exceed \$193,123, for Public Works (\$96,561.50) and Stormwater (\$96,561.50). Contract pursuant to the Intergovernmental Cooperation Act, per Sourcewell Contract # 060920-KTC.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Chester Pojack

**10. PRESENTATION**

10.A The Conservation Foundation- Brook McDonald

**11. PROCLAMATION**

11.A The Conservation Foundation River Sweep

**12. OLD BUSINESS**

No new business was discussed.

**13. NEW BUSINESS**

Member DeSart thanked staff and congratulated them on their recent award for the Smith and Cambridge project.

Chair Zay spoke to the Committee about participating in the upcoming Conservation Foundation event.

**14. EXECUTIVE SESSION**

14.A Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21) Biannual Review of Executive Session Minutes

Due to time constraints the Executive Session moved to the May 7, 2024 Stormwater Management Committee Meeting.

**15. MATTERS REFERRED FROM EXECUTIVE SESSION**

15.A Disposition of Executive Session Minutes

Due to time constraints the Executive Session moved to the May 7, 2024 Stormwater Management Committee Meeting.

**16. ADJOURNMENT**

A motion was made by Member Hinterlong and seconded by Member Evans to adjourn at 7:57AM. Upon a voice vote, the motion passed with all ayes.





## Payment of Claims

421 N. COUNTY FARM  
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**File #:** 24-1340

**Agenda Date:** 5/7/2024

**Agenda #:** 6.A

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**DUPAGE COUNTY STORMWATER MANAGEMENT**  
**SCHEDULE OF CLAIMS**  
**Apr-24**

Vendor	Service	Amount
Advance Auto	Engine filter	\$8.27
Advance Auto	Engine oil	\$52.38
AEP	Utility supply	\$81.18
Alphagraphics	Business cards	\$80.00
Alphagraphics	Business cards	\$16.00
Alphagraphics	Business cards	\$80.00
AT & T	Phone services	\$52.44
Firstnet/ATT	Cellular services	\$1,207.89
Grainger	Transmitter cable	\$1,006.08
Menards	Gloves	\$13.98
Nicor	800 N River Rd. Natural Gas service	\$149.41
Northwest Lawn	Saw Blades	\$103.32
Northwest Lawn	Saw Blade	\$23.75
Northwest Lawn	Bar for Chain Saw	\$45.95
Trotter	EQ E Lobe Pipe Replacement	\$5,784.75
Conservation Foundation	Water quality education	\$9,510.29
McGuire Woods	Lobbying services	\$2,500.00
Northwest Lawn	Chainsaw	\$544.80
Rexa	Motor seal kit	\$652.41
SCARCE	Water quality education	\$7,083.36
V3	On-call Engineering	\$10,849.19
Willowbrook Ford	Vehicle repairs SWM60	\$3,979.17
USPS	Postal charges February	\$84.63
AT & T	Armstrong Phone services	\$81.03
CDW-G	Webcam	\$388.44
Menards	pop-up canopy	\$79.99
Menards	Duct Tape	\$1.11
Menards	paint	\$18.96
A & W Trailer LLC	cables	\$49.23
Conserv FS	seed mix	\$147.50
Conserv FS	Various supplies	\$258.75
DuPage County B & Z	grading permit MISC-GRADE-23-000428	\$108.00
Great Lakes	Concrete	\$117.00
Hanes Geo	Siltworm	\$192.00
Homer Tree	tree removal	\$2,850.00
On Target Wildlife	Beaver trap/removal	\$1,250.00
On Target Wildlife	Beaver trap/removal	\$1,750.00
On Target Wildlife	Beaver trap/removal	\$1,750.00
Robinson Engineering	On-call Engineering	\$1,516.13
Robinson Engineering	On-call Engineering	\$343.14
Robinson Engineering	On-call Engineering	\$11,087.78
Sheffield Supply & Equip	Head/face/hearing protection	\$70.93
Village of Westmont	Alley Reconstruction Project	\$66,129.00
Vulcan	Stone	\$228.57
Vulcan	Stone	\$231.61
Vulcan	Rip Rap	\$500.22

Core & Main	Coupler	\$438.54
Home Depot	pallet plastic wrap	\$14.00
Home Depot	screws	\$9.47
Home Depot	Caution tape	\$26.97
Home Depot	saw blade	\$38.97
Home Depot	Solar light	\$49.97
Menards	Batteries	\$34.98
Menards	Various supplies	\$198.20
Menards	Drain Sock	\$35.99
Menards	Wraps	\$214.98
ComEd	0E River Rd. 3N034 Electric service	\$332.14
ComEd	Fanchon 1S Electric service	\$469.80
ComEd	4013 Washington Electric service	\$29.39
Advance Auto	Batteries #55	\$294.78
AT & T	Phone Services	\$53.91
AT & T	River Dumoulin Phone Services	\$90.03
AT & T	River Dumoulin Phone Services	\$98.58
AT & T	River Dumoulin Phone Services	\$78.89
Illinois Arborist Assoc	Training classes	\$5,990.00
Menards	PVC Coupling	\$6.26
V & R/Favia Investments LTD	Vehicle services #30	\$45.95
FedEx	Express Mail	\$9.03
City of WoodDale	Water/Sewer 301 School St.	\$41.26
ODP	Battery	\$20.15
ODP	Notebook	\$99.95
AT & T	WoodDale Itasca phone services	\$94.53
ComEd	701 W Third St. Electric service	\$21.90
ComEd	4525 Dumoulin Ave. Electric service	\$80.10
ComEd	4525 River Dr. Electric service	\$37.16
ComEd	4723 River Dr. Electric service	\$43.09
ComEd	4720 Dumoulin Electric service	\$85.39
ComEd	0S Irving Park Electric service	\$39.69
ComEd	397 Illini Dr. Electric service	\$875.91
Hazchem Environmental	Emergency response fee	\$2,872.70
HLR	Prof. Engineering	\$4,084.16
SCARCE	Water quality education	\$19,583.33
Strand Associates	On-call Engineering	\$5,166.20
CA Short	Award gift	\$95.00
CDW-G	CIV3D for Heatherly & Batista	\$5,288.79
Christopher B. Burke	Floodplain assistance	\$4,596.20
Comcast	ethernet services	\$1,288.05
ECT	HSPF Hydrologic	\$1,410.00
IAEP	Webinar- Jenna Fahey	\$40.00
Lake Hinsdale Village HOA	Lake Hinsdale Restoration WQ	\$3,540.00
Independent Mechanical	EQ Pump project	\$312,417.00
Suburban Door	key duplicates	\$13.50
Firstnet/ATT	Cellular services	\$2,030.39
Signal 88	Security services	\$976.50
V3	St. Joseph Creek	\$8,776.01
AT & T	River Dumoulin Phone Services	\$55.72
AT & T	Phone Services	\$53.74
AT & T	Long Distance Phone Services	\$46.23

ComEd	School St. Electric service	\$856.26
ComEd	Hagar 1W Electric service	\$48.11
Illinois Tollway	Tollway charges 1/1/24-3/31/24	\$992.55
Welch Bros.	Basins/flat top	\$795.00
CDM Smith	Electrical Improvements	\$19,704.03
DuPage Topsoil	soil	\$450.00
DuPage Topsoil	soil	\$225.00
GSG Consultants	Site Assessment	\$2,650.00
IAFSM	Membership fee Jen Boyer	\$25.00
Trotter	EQ E Lobe Pipe Replacement	\$3,464.25
ComEd	150 N Il Rt.83 Electric service	\$190.15
IAFSM	Membership fee Clayton	\$25.00
McGuire Woods	Lobbying services	\$2,500.00
Morton Arboretum	Tree ordinance workshop	\$18.00
Nicor Gas	800 N River Rd. Natural Gas service	\$150.21
ODP	Adhesive spray	\$29.13
IAFSM	Membership fee Dirkse	\$25.00
V3	Lacey Creek Watershed	\$2,893.80
College of DuPage	PSI Leading class Heller, Falsey, Lock	\$1,485.00
Conservation Foundation	Water quality education	\$7,963.52
IAFSM	Membership fee Winklebleck	\$25.00
V3	Lacey Creek Watershed	\$5,787.60
Strand Associates	On-call Engineering	\$5,863.17



## Staff Report

421 N. COUNTY FARM  
ROAD  
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**File #:** 24-1382

**Agenda Date:** 5/7/2024

**Agenda #:** 7.A

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**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services

# STORMWATER MANAGEMENT

## MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Sarah Hunn, P.E., Director- DuPage County Stormwater Management

SUBJECT: Stormwater Program Update April 2024

DATE: May 7, 2024

### *Facilities/Operations/ Shared Services Projects*

#### Shared Services/Drainage Projects:

Under the drainage program, staff continues to prepare for startup on two projects. Once a permit is received for each, the Department's in house crew will break ground in unincorporated Downers Grove and unincorporated Wheaton on a drainage and stabilization project, respectively.

The Stormwater Maintenance Crew completed collaborative project with the Elmhurst Park District to remove invasive trees adjacent to the Elmhurst Quarry.

#### Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis.

A stabilization project on the west lobe near Salt Creek Park has begun; this work will prevent erosion on the west lobe. Staff is also working with the awarded contractor Independent Mechanical Industries (IMI) that was the low bid contractor for upgrade to the pumps and motor control center for the west lobe.

Looking ahead, the National Weather Service has forecasted rain for the first couple weeks of May. Staff continues to monitor rainfall forecasts, stream elevations and rainfall gages throughout the County and are prepared to operate our flood control facilities as needed.



### ***Water Quality***

Staff continue working with our consultant on the design of the Winfield Creek/Campus Stream Stabilization Project. This project is funded by the IL EPA and is anticipated to be constructed in 2024.

Work has commenced on the IL EPA funded Watershed-Based Plan for the north half of the West Branch DuPage River. Work is scheduled to be completed by the end of 2025.

Staff conduct inspections of stormwater outfalls throughout the County to detect illicit discharges. The current schedule includes outfall inspections in one major watershed per year. In 2024, Stormwater Management staff will conduct outfall monitoring of the West Branch DuPage River Watershed. These inspections consist of a visual screening of storm sewer outfalls followed by chemical field testing as necessary. In the event of a suspected illicit discharge, staff will contact the municipality to cooperate on tracing and enforcement.

### ***Regulatory***

The Regulatory Group is efficiently managing a substantial workload, ensuring consistent compliance across all aspects, upholding regulatory standards and the core principles of the DuPage County Countywide Stormwater and Floodplain Ordinance.

### ***ARPA Projects***

Design of the St. Joseph Creek Condominiums flood gate and flood wall project (FEMA and ARPA funded) is ongoing. The project is located within the Village of Lisle. A floodway permit from IDNR/OWR has been issued for the building at 4721 St. Joseph Creek and additional permit applications to various regulatory agencies are underway. County staff, the Assistant State's Attorney, and the attorney for the Condominium Association have recently finalized changes to the agreement for the project. The agreement was approved at the HOA Board Meeting on April 18, 2024. Design and permitting for the project is expected to be completed in the next several months, with a bid opening planned for late summer.

Design of the Luther/High Ridge Stormwater project located in unincorporated DuPage County within York Township has been completed. This project is currently under review by regulatory agencies including DuPage County Stormwater Management and IDOT. An agreement with the Forest Preserve District is also being developed for the tree removals and required easements within the High Ridge Forest Preserve. The project is expected to be bid in late Summer 2024, with construction starting shortly thereafter. Once complete, the project will reduce flooding along Luther Avenue south of Roosevelt Road in unincorporated DuPage County.

The Main Street Storage Basin project in Lisle is nearing completion. Storm sewer installation is complete and construction of the spillway is underway. Remaining work includes concrete work, construction of an asphalt path, and final restoration.

Additional ARPA projects being overseen by in-house staff are underway. This includes the Tamarack Drive drainage project in unincorporated Glen Ellyn, which is nearing completion. Commencement of construction began in March, with additional improvements scheduled to begin soon, weather depending. Country Club Highlands Phase II also began on March 15, 2024, in unincorporated Elmhurst and is expected to be complete in the Summer of 2024. Work completed to date includes sanitary and watermain work.

### Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
5/4/2024	9AM-12PM	SCARCE Growin' Green Garden Market	SCARCE	SCARCE	Vendor	General Public	<a href="#">More Info</a>
5/4/2024	9AM-12PM	DuPage River Sweep 2024	Countywide	TCF	Sponsor	General Public	<a href="#">More Info</a>
5/9/2024	7PM-8:30PM	"Rain Barrels, Rain Gardens & Water Issues" Presentation	Mayslake Forest Preserve	TCF	Sponsor	General Public	<a href="#">More Info</a>
6/1/2024	9AM-12PM	Children's Safety Expo	Lakeview Jr High School	State Senators	Vendor	General Public	<a href="#">More Info</a>
6/5/2024	Afternoon	Churchill Woods Public Tour	Churchill Woods Forest Preserve	SWM, TCF	Host	General Public	TBA
6/13/2024	3:30PM-6:30PM	Wood Dale Public Works Open House	Wood Dale Public Works	Wood Dale	Vendor	General Public	<a href="#">More Info</a>
6/24-26/2024	All Day	Wetland Plant ID Class	TBD	SWM	Host	Professionals	Contact Nick Assell





## Staff Report

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**File #:** 24-1383

**Agenda Date:** 5/7/2024

**Agenda #:** 7.B

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## DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 04/26/2024 11:53 AM CDT

April 2024

[View this email in your browser](#)



### DuPage County, SCARCE Host Sustainable Design Challenge



A student team from Glenbard East High School present their Sustainable Design project to SWM Committee Chair Jim Zay and Committee Member Dawn DeSart.

Students from DuPage County high schools displayed their green building projects to the public at the 18th annual Sustainable Design Challenge on April 16. Sponsored by DuPage County Stormwater Management, SCARCE coordinates the event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. Participating high schools included York Community (Elmhurst), Glenbard East (Lombard), Wheaton Academy (West Chicago), Lake Park (Roselle), Hinsdale South (Darien) and Hinsdale Central (Hinsdale).

[More Info](#)

### Main Street Flood Storage Facility Nearing Completion



V3 construction crew work to excavate the area for installation of a concrete spillway, which will be the entry point for stormwater into the facility from St. Joseph Creek.

The County's fourth major ARPA Project, the Main Street Flood Storage Facility in Lisle, is nearing completion. The low bid contractor V3 Construction Corporation has

### Around Town

This week, SWM Director Sarah Hunn spoke about watershed restoration projects at an public workshop held by the League of Women Voters and hosted at SCARCE. The event focused on the importance of watershed health and the ways government agencies and residents can take action to keep ours clean. Other speakers included DuPage Forest Preserve Director of Natural Resources Erik Neidy, and SCARCE Founder and Executive Director Kay McKeen.

finished all storm sewer installation and earth excavation. Next steps in the coming months include construction of a concrete spillway and pedestrian path around the detention area, followed by a final installation of native seed and plugs. The \$2.2 million project is expected to provide over 2.9 million gallons of floodwater capacity to mitigate the effects of flooding along St. Joseph Creek.

### Registration Open for Advanced Wetland Plant ID Course

SWM is once again hosting a three-day Wetland Plant Identification Course from June 24 to June 26. The course is intended for government agencies, restoration professionals, wetland consultants and others interested in advanced plant identification. The class will be held in the field at various forest preserves across DuPage, Cook and Lake Counties, and taught by famed Illinois botanist Chris Benda. The course costs \$650. If you are interested in attending, please contact Nick Assell at [nick.assell@dupagecounty.gov](mailto:nick.assell@dupagecounty.gov) for more details.



Wheaton League of Women Voters member Catherine Franczyk introduces the speakers for "Healthy Communities - Our Water and Watersheds" hosted at SCARCE.

## Upcoming Events

### Warrenville Arbor Day Event

Saturday, April 27, 2024, 10:00 A.M. - 12:00 P.M.

Warrenville's Arbor Day celebration offers residents an opportunity to learn about the correct way to mulch trees, how to maintain their lawn without pesticides, and composting. Vendors, including SWM, will provide educational information regarding native plants, local wildlife, proper recycling techniques, and more. This event will take place at the Warrenville Park District Recreation Center (3S260 Warren Ave.).

[More Info](#)

### 2024 DuPage County River Sweep

Saturday, May 4, 2024, 9:00 A.M. - 12:00 P.M.

Sponsored in part by SWM, The Conservation Foundation's 33rd annual DuPage County River Sweep is a countywide stream cleanup held each spring. Individuals, businesses and other organizations may become involved in this year's River Sweep by serving as a Community Liaison, Group Coordinator or Individual Volunteer. Interested in participating? Registration is closed, but there are still spots available and lots of work to do in Addison, along Salt Creek. Contact Amy Phillips at [aphillips@theconservationfoundation.org](mailto:aphillips@theconservationfoundation.org) to join this site!

[More Info](#)

### SCARCE Growin' Green Garden Market

Saturday, May 4, 2024, 9:00 A.M. - 1:00 P.M.

Join SCARCE at their annual Growin' Green Garden Market. Since 2014, the garden market has been the premier eco-friendly garden fair in DuPage County, featuring several environmentally conscious vendors and activities, including SWM staff discussing water quality-friendly practices and initiatives. Free to the public, it will be held outdoors at 800 South Rohlwing Road (IL Route 53) in Addison.

[More Info](#)

### "Rain Barrels, Rain Gardens and Water Issues" Presentation

Thursday, May 9, 2024, 7:00 P.M. - 8:30 P.M.

Water is one of our most important resources. Jim Kleinwachter from The Conservation Foundation explains why we need to think of it as a resource to be conserved rather than a waste product to be removed. We'll provide tips and strategies for what a person can do to keep water local and clean, solve water issues on their property, as well as add a bit of color to their landscape with water-loving plants.

[Register Here](#)



#### Stormwater Management Planning Committee

Deborah A. Conroy, Chair | Jim Zay, Committee Chair

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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**File #:** SM-P-0012-24

**Agenda Date:** 5/7/2024

**Agenda #:** 8.A

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND  
THE VILLAGE OF GLENDALE HEIGHTS FOR THE LAKE BECERRA SHORELINE  
RESTORATION AND NATURALIZATION PROJECT

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 *et seq.*); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of shoreline stabilization practices installed on Lake Becerra in Glendale Heights (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Armitage Creek, a tributary to the East Branch DuPage River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed ninety thousand dollars (\$90,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Village of Glendale Heights, is hereby accepted and approved in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Glendale Heights, Attn: Jeff McCumber, 1615 Glen Ellyn Road, Glendale Heights, IL 60139; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 14<sup>th</sup> day of May, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-1297	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$90,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$90,000.00
	CURRENT TERM TOTAL COST: \$90,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Glendale Heights	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Jeff McCumber	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: jeff_mccumber@glendaleheights.org	VENDOR WEBSITE: www.glendaleheights.org	DEPT REQ #: 1600-2412	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the restoration of the shoreline of Lake Becerra in Glendale Heights, Illinois. A native buffer and native trees and shrubs will be installed in the project area along with limestone ledge rock.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Glendale Heights Lake Becerra Shoreline Restoration and Naturalization Project has been selected for funding for the FY 2024 Water Quality Improvement Program grant.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Glendale Heights	Vendor#:	Dept: Stormwater Management	Division:
Attn: Jeff McCumber	Email: jeff_mccumber@glendaleheights.org	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 1615 Glen Ellyn Road	City: Glendale Heights	Address: 421 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60139	State: Illinois	Zip: 60187
Phone: 630-206-6040	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Glendale Heights	Vendor#:	Dept: Stormwater Management	Division:
Attn: Jeff McCumber	Email: jeff_mccumber@glendaleheights.org	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 1615 Glen Ellyn Road	City: Glendale Heights	Address: 421 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60139	State: illinois	Zip: 60187
Phone: 630-206-6040	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 14, 2024	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Alicia Favela-Perez			



Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Water quality improvement for Village of Glendale Heights Lake Becerra Shoreline Restoration and Naturalization Project	FY25	1600	3000	53830		90,000.00	90,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 90,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached:    ☐ W-9        ☐ Vendor Ethics Disclosure Statement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF GLENDALE HEIGHTS FOR THE LAKE BECERRA  
SHORELINE RESTORATION AND NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 14<sup>th</sup> day of May 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF GLENDALE HEIGHTS, a body politic and corporate, with offices at 1615 Glen Ellyn Road, Glendale Heights, Illinois 60139 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of shoreline stabilization practices installed on Lake Becerra in Glendale Heights (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Armitage Creek, a tributary to the East Branch DuPage River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed ninety thousand dollars (\$90,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this

AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT includes restoration of the shoreline of Lake Becerra in Glendale Heights, Illinois. A native buffer and native trees and shrubs will be installed in the project area along with limestone ledge rock. The goal of the VILLAGE is to reduce pollutant loadings associated with the eroding shoreline of Lake Becerra which drains into Armitage Creek and the East Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the construction contract plans titled "Lake Becerra Conceptual Restoration Plans Village of Glendale Heights", as prepared by Christopher B. Burke Engineering, LTD. and dated December 21, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the VILLAGE or its consultant.

## **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be one million two hundred twenty-three thousand two hundred fifty-five dollars (\$1,223,255.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF GLENDALE HEIGHTS	\$1,133,255.00
COUNTY OF DUPAGE	\$ 90,000.00
TOTAL	\$1,223,255.00

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree in writing to apportion such extra costs before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2025, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance after the PROJECT's completion.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the total amount requested by the Village's invoices exceed ninety thousand dollars (\$90,000). Each invoice shall show the quantities and cost per item and be summarized by PROJECT area and/or stage of completion.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amount(s) herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.

- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotional materials related to the PROJECT including, but not limited to, printed materials, press releases and presentations.

## 5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended and/or required changes to the CONTRACT DOCUMENTS for PROJECT components necessary to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed ninety thousand dollars (\$90,000).
- 5.2.3 In the event PROJECT costs total less than one million two hundred twenty-three thousand two hundred fifty-five dollars (\$1,223,255.00), the COUNTY'S total reimbursement amount shall be not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2025, regardless of when the work was contracted or completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

## **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 November 30, 2025, or to a new date agreed upon by the parties.
  - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

## **10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **11.0 SEVERABILITY.**



- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

## **12.0 GOVERNING LAW.**

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

## **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

Jeff McCumber  
Deputy Director of Public  
Works  
Glendale Heights  
1615 Glen Ellyn Road  
Glendale Heights, Illinois,  
60139

Claire Kissane  
Water Quality Specialist  
DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

DuPage County State's  
Attorney's Office  
ATTN: Civil Bureau  
503 N. County Farm Rd.  
Wheaton, Illinois 60187

## **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

**15.0 NO WAIVER OF TORT IMMUNITIES**

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF GLENDALE HEIGHTS

\_\_\_\_\_  
Deborah Conroy,  
Chair

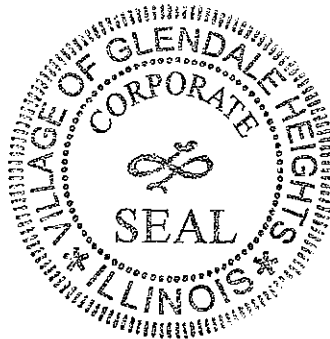
\_\_\_\_\_  
Chodri Ma Khokhar,  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Marie Schmidt,  
Village Clerk





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**File #:** SM-P-0013-24

**Agenda Date:** 5/7/2024

**Agenda #:** 8.B

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND  
THE VILLAGE OF WILLOWBROOK FOR THE BORSE PARK STREAM AND POND  
ENHANCEMENT PROJECT

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank and pond enhancement practices installed on a segment of Sawmill Creek through Willowbrook and a pond within Borse Park in Willowbrook (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Sawmill Creek, a tributary to the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed sixty thousand dollars (\$60,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Village of Willowbrook, is hereby accepted and approved in an amount not to exceed sixty thousand dollars and zero cents (\$60,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Willlowbrook, Attn: Sean Halloran, 835 Midway Drive, Willowbrook, IL 60527; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 14<sup>th</sup> day of May, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-1311	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Willowbrook	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Sean Halloran	VENDOR CONTACT PHONE: 630-323-8125	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: shalloran@willowbrook.il.us	VENDOR WEBSITE: www.willowbrookil.org	DEPT REQ #: 1600-2411	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the streambank stabilization of 980 lateral feet of Sawmill Creek within Borse Park and the shoreline enhancement of the 0.5-acre pond within Borse Park. The improvements include re-shaping slopes, rock toe, vegetation management, native plant seeding, native plant plug installation, an erosion blanket, and the installation of two rock riffle grade control structures.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Willowbrook's Borse Park Stream and Pond Enhancement Project has been selected for funding for the FY 2024 Water Quality Improvement Program grant.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Willowbrook	Vendor#:	Dept: Stormwater Management	Division:
Attn: Sean Halloran	Email: shalloran@willowbrook.il.us	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 835 Midway Drive	City: Willowbrook	Address: 421 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60527	State: Illinois	Zip: 60187
Phone: 630-323-8125	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Willowbrook	Vendor#:	Dept: Stormwater Management	Division:
Attn: Sean Halloran	Email: shalloran@willowbrook.il.us	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 835 Midway Drive	City: Willowbrook	Address: 421 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60527	State: illinois	Zip: 60187
Phone: 630-323-8125	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 14, 2024	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Willowbrook- Borse Park Stream and Pond Enhancement Project	FY24	1600	3000	53830		60,000.00	60,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 60,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached:    ☐ W-9    ☐ Vendor Ethics Disclosure Statement

**RESOLUTION NO. 24-R- 21**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS  
FOR THE BORSE MEMORIAL COMMUNITY PARK STREAM AND  
POND ENHANCEMENT PROJECT**

---

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

**WHEREAS**, the Village of Willowbrook (“Village”) and the County of DuPage, Illinois (“DuPage”) are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

**WHEREAS**, the Village and DuPage have determined that it is in the best interest of the citizens of DuPage and residents of the Village for the Village and DuPage to enter into an Intergovernmental Agreement for stormwater run-off reduction and improving water quality, as an integral part of the proper management of storm and flood waters, for the Borse Memorial Community Park Stream and Pond Enhancement Project (the “Project”), whereby DuPage will participate in cost-sharing for the Project upon the terms and conditions contained in that certain Intergovernmental Agreement, attached hereto as Exhibit “A” and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:



The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, for the Borse Memorial Community Park Stream and Pond Enhancement Project in the Village of Willowbrook, is hereby approved. The Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Intergovernmental Agreement is attached hereto as Exhibit "A" and made a part hereof.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 8th day of April 2024, by a ROLL CALL VOTE as follows:

AYES: Costella Berghini Davi Mustale Neal Ruffolo  
NAYS: Ø  
ABSTENTIONS: Ø  
ABSENT: Ø

APPROVED:

[Redacted Signature]  
Frank A. Trilla, Mayor

ATTEST:

[Redacted Signature]  
Deborah A. Hahn, Village Clerk



**EXHIBIT “A”**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE, ILLINOIS  
FOR THE BORSE MEMORIAL COMMUNITY PARK STREAM AND  
POND ENHANCEMENT PROJECT**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,  
ILLINOIS AND THE VILLAGE OF WILLOWBROOK FOR THE BORSE PARK STREAM  
AND POND ENHANCEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 14<sup>th</sup> day of May 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WILLOWBROOK, a body politic and corporate, with offices at 835 Midway Drive, Willowbrook, Illinois 60527 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank and pond enhancement practices installed on a segment of Sawmill Creek through Willowbrook and a pond within Borse Park in Willowbrook (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Sawmill Creek, a tributary to the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed sixty thousand dollars (\$60,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they

become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the streambank stabilization of 980 lateral feet of Sawmill Creek within Borse Park and the shoreline enhancement of the 0.5-acre pond within Borse Park. The improvements include re-shaping slopes, rock toe, vegetation management, native plant seeding, native plant plug installation, an erosion blanket, and the installation of two rock riffle grade control structures. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Sawmill Creek and the Des Plaines River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the construction contract plans titled “Stream and Pond Enhancement Project Tony and Florence Borse Memorial Park Village of Willowbrook, Illinois”, as prepared by Living Waters Consultants, Inc. and dated December 15, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the VILLAGE or its consultant.

## **3.0 FUNDING.**

- 3.1 The total water quality related PROJECT costs are estimated to be three hundred seventy-five thousand dollars (\$375,000.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WILLOWBROOK	\$ 315,000.00
COUNTY OF DUPAGE	\$ 60,000.00
TOTAL	\$375,000.00

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree in writing to apportion such extra costs before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2025, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

#### **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance after the PROJECT's completion.

- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the total amount requested by the Village's invoices exceed sixty thousand dollars (\$60,000). Each invoice shall show the quantities and cost per item and be summarized by PROJECT area and/or stage of completion.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amount(s) herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any

review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.

- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotional materials related to the PROJECT including, but not limited to, printed materials, press releases and presentations.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended and/or required changes to the CONTRACT DOCUMENTS for PROJECT components necessary to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
  - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed sixty thousand dollars (\$60,000).
  - 5.2.3 In the event PROJECT costs total less than three hundred seventy-five thousand dollars (\$375,000.00), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
  - 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2025, regardless of when the work was contracted or completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data

collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.



**8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

**9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 November 30, 2025, or to a new date agreed upon by the parties.
  - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

**10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **11.0 SEVERABILITY.**

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

## **12.0 GOVERNING LAW.**

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

## **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

Sean Halloran  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois,  
60527

Claire Kissane  
Water Quality Specialist  
DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

DuPage County State's  
Attorney's Office  
ATTN: Civil Bureau  
503 N. County Farm Rd.  
Wheaton, Illinois 60187

## **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

**15.0 NO WAIVER OF TORT IMMUNITIES**

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF WILLOWBROOK

\_\_\_\_\_  
Deborah Conroy,  
Chair

\_\_\_\_\_  
Frank A. Trilla  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Deborah A. Hahn  
Village Clerk





## Action Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-1299

**Agenda Date:** 5/7/2024

**Agenda #:** 8.C

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**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services



# STORMWATER MANAGEMENT

## MEMORANDUM

Date: May 7, 2024

To: Stormwater Management Committee

From: Clayton Heffter, Stormwater Permitting Manager

Re: Rivers Edge Online Detention Variance  
Incorporated Woodridge

**COMMITTEE ACTION REQUESTED:** A motion by Committee to not object to a variance request by Pulte Home Company, LLC, to allow construction of a site runoff storage facility that does not comply with the release rate provision of Section 15-74.C of the DuPage County Countywide Stormwater And Flood Plain Ordinance, with the condition that Woodridge certifies the application and approves the watershed modeling demonstrating that the proposed project has no adverse impacts to upstream or downstream properties and provides a watershed benefit.

Staff has received a Petition for Variance concerning an online site runoff storage facility, commonly known as a detention basin, associated with the Rivers Edge development in Woodridge, Illinois. This petition seeks relief from Section 15-74.C (detention release rates in the floodplain) of the DuPage County Countywide Stormwater and Flood Plain Ordinance (CSFPO). Woodridge, being a complete waiver community under the CSFPO, will undertake the review and certification of the Pulte stormwater application.

The petitioner requests relief from Section 15-74.C due to their proposal to integrate detention storage within the floodplain, known as the on-line detention hybrid method. A variance is necessary for on-line detention because combining detention and compensatory storage in the floodplain makes it impossible to demonstrate that the release rate aligns with CSFPO requirements. The petitioner asserts that watershed modeling shows no adverse impacts upstream or downstream of the project site and anticipates a watershed benefit.

The petitioner notes the following items are relevant to their request:

1. The proposed development site (the property) is situated adjacent to the East Branch DuPage River and Prentiss Creek. The property was originally developed with a large-scale corporate training center. While the original corporate training center building has since been demolished, associated structures (i.e., parking, landscaping, recreational amenities) remain but are not actively maintained.



## DUPAGE COUNTY

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services



# STORMWATER MANAGEMENT

2. The property consists of approximately 45 acres. Approximately 22.6 acres of the property is mapped floodplain. Of those 22.6 acres, 5.8 acres are existing wetlands that will remain. With approximately 50% of the property being in a special management area the percentage of the property impacted is unusually high compared to a typical development site. With the floodplain encumbrance the remaining acreage for residential use is diminished. To strictly comply with the provisions of the Ordinance, all development and detention would have to occur outside the existing floodplain which would result in an extreme limitation of the developable land.
3. The DuPage County Countywide Stormwater and Floodplain Ordinance does allow for detention in the floodplain and combined detention/floodplain function when it can be verified through technical analysis that there is no adverse impact to the receiving waterway and adjacent properties. Given the potential influence of the floodplain on the detention basin, it is not possible to demonstrate that the detention basin discharge will always meet the allowable release rate requirement of the Ordinance when the river is at or near its peak flood stage.
4. CEMCON, Ltd has performed an FEQ analysis to evaluate the impact of the floodplain on the release rate from the proposed detention facility. The FEQ analysis showed that the proposed detention facility would comply with ordinance requirements for 148 of 157 storm events in the FEQ analysis. Because the river will overtop the detention facility in a limited number of events, the release rate for those events could not be definitely proven. This does not change the volume of detention being provided. Additionally, additional volume is being accommodated earlier in the FEQ analysis, thereby providing material benefit to the regional watershed.
5. The proposed project detention volume is more than required by Ordinance. In addition, compensatory floodplain volume provided is more than required by Ordinance. Overall, the project provides approximately 66% more total stormwater/floodplain volume than required by Ordinance. This will provide a net watershed benefit to surrounding properties.
6. With the exception of the specific variance request item, the project has been designed to comply with all Ordinance requirements.
7. The project provides for a naturalized detention/compensatory storage facility which will improve water quality compared to existing conditions. This is an additional watershed benefit afforded by the project.
8. In the existing condition the property is all privately owned and there is no public access. With the development, public access will be provided following a significant dedication of river frontage to the Lisle Park district. With the development of the property the existing 5.8 acres of wetlands will remain and the floodplain will be improved as 4.8 acres of naturalized stormwater basins, incorporating plants that will reduce erosion and improve water quality will be created.



## DUPAGE COUNTY

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services



# STORMWATER MANAGEMENT

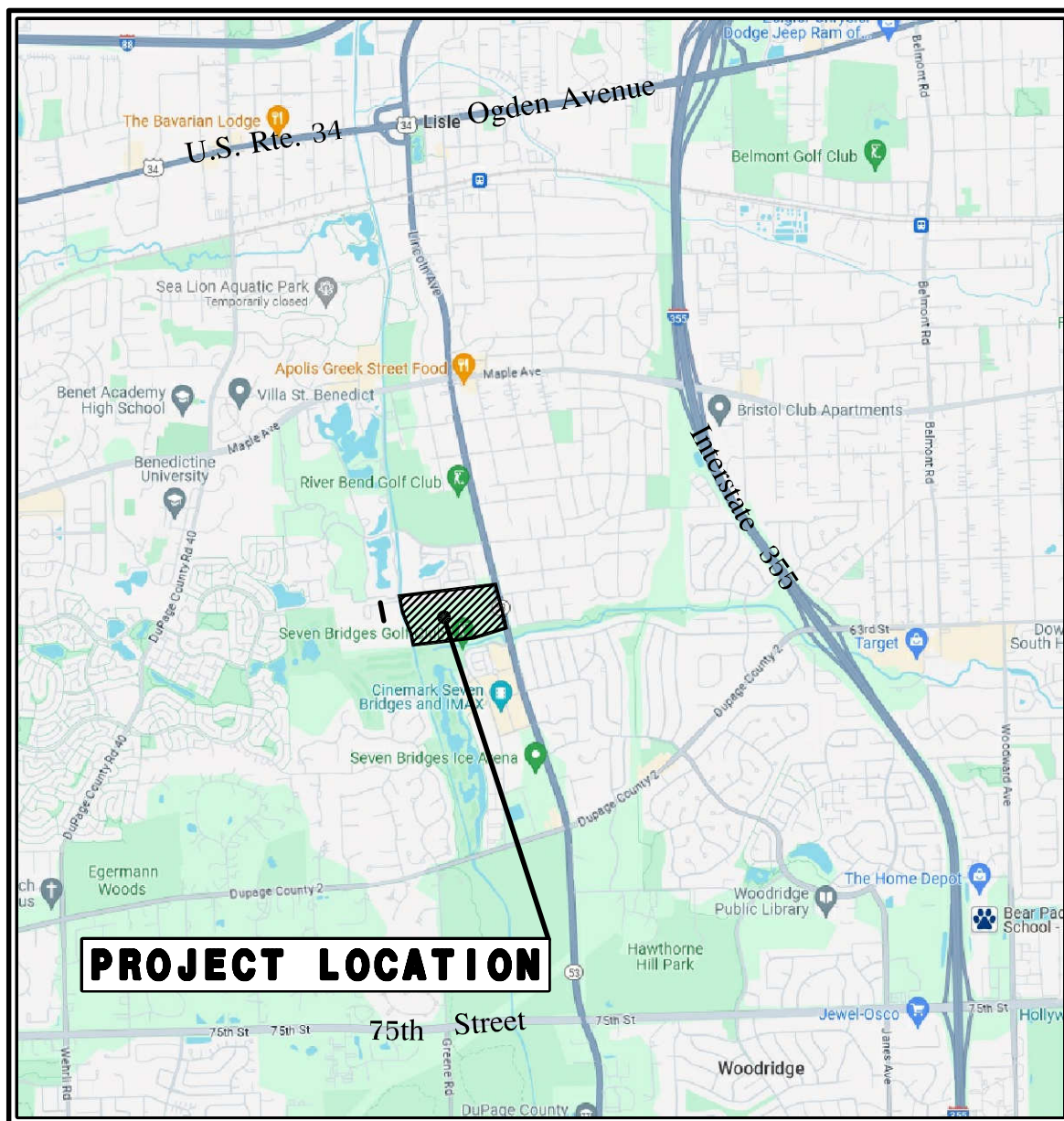
9. In addition, with the development of the property, a blight on the Village's important Route 53 commercial corridor will be replaced with productive commercial uses that will expand the tax base. Absent the proposed stormwater variance, none of these benefits can be realized because development would not be viable.
10. The proposed mixed-use project transforms a distressed, blighted and vacant property, consisting of approximately 50% floodplain/wetlands, into an asset consistent with the Village's vision for mixed-use development that will diversify its tax base. The required commercial land use along IL Rt. 53 will provide needed tax revenue for the municipality. The planned residential use provides multiple housing needs on the same site with direct access to the Seven Bridges commercial center. The addition of significant stormwater/floodplain storage volume with improved naturalize plantings, provides a watershed benefit for surrounding properties while the proposed regional trail connections and park district improvements provide a needed benefit for the community.

Staff notes that upon Woodridge's certification of the application and approval of the watershed modeling, the proposed project will be documented to have no adverse impacts on surrounding properties and will offer a watershed benefit. Therefore, staff does not oppose the variance request. Staff also notes that this variance request aligns with past requests that the Committee did not oppose and recommends the Committee not object to this variance request.





# RIVERS EDGE - WOODRIDGE, IL SEC. 15, T38N, R10E






# RIVERS EDGE - WOODRIDGE, IL

## SEC. 15, T38N, R10E



 CEMCON, Ltd.	PROJECT / CLIENT:  PULTE HOME COMPANY, LLC 1900 E. Golf RD., SUITE 300 SCHAUMBURG, IL 60195 (847) 230-5281	DRAWN BY:	JMH	04-03-'23
		CHECKED BY:		
		APPROVED:		
		SCALE: N.T.S.		

## **Rivers Edge-Variance Petition**

In accordance with the requirements outlined in Article XVI Sections 15-117.G and 15-117.F of the DuPage County Countywide Stormwater and Floodplain Ordinance, the following requisite information is provided to the Waiver Community (Village of Woodridge) in support of the variance petition for the above referenced project.

15-117.G.1 The owner's or developer's signed consent to the filing of the petition.

**Developer: Pulte Home Company, LLC.**  
**1900 E. Golf Road**  
**Suite 300**  
**Schaumburg, IL 60195**

### **Signed Consent:**

***I hereby consent to the filing of this petition for a variance from the provisions of the DuPage Countywide Stormwater and Floodplain Ordinance as indicated below.***

X  **-Ty Morris, Pulte Home Company, LLC**  
**Applicant**

**Vice President of Land Development**  
**Applicant Title**

15-117.G.2 The names and addresses of all professional consultants, if any, advising the petitioner with respect to the petition.

**CEMCON, Ltd.**  
**2280 White Oak Circle, Suite 100**  
**Aurora, IL 60502**

15-117.G.3 The name and address and the nature and extent of any economic or family interest of any officer or employee of the County in Non-Waiver Communities, or the local municipality in a Waiver Community, as to: the owner, the petitioner, or the subject property or Development.

**None**

15-117.G.4 The addresses and legal description of the subject property or Development.

**Address: 6S700 Route 53 Lisle, IL**

### **ANNEXATION PARCEL DESCRIPTIONS**

**PARCEL 1:**  
**THAT PART OF LOT 1 LYING EAST OF THE CENTER LINE OF THE EAST**  
**BRANCH OF THE DUPAGE RIVER OF WOODLANE ASSESSMENT PLAT**

**NUMBER 2 OF PART OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF THE SOUTHEAST 1/4 OF SECTION 15 AND PART OF THE NORTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1982 AS DOCUMENT NO. R82-49575 IN DUPAGE COUNTY, ILLINOIS.**

**PARCEL 2:**

**LOTS 2, 3 AND 4 OF WOODLANE ASSESSMENT PLAT NUMBER 2 OF PART OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF THE SOUTHEAST 1/4 OF SECTION 15 AND PART OF THE NORTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1982 AS DOCUMENT NO. R82-49575 IN DUPAGE COUNTY, ILLINOIS.**

- 15-117.G.5 The specific feature or features of the proposed construction or Development that require a variance.

***Section 15-74 of the DuPage County Countywide Stormwater & Floodplain Ordinance (the "Ordinance") permits the Storage facilities to be located in the Regulatory Floodplain upon satisfaction of certain conditions. The proposed development site (the "Property") is situated adjacent to the East Branch DuPage River and Prentiss Creek. The Property was originally developed with a large-scale corporate training center. While the original corporate training center building has since been demolished, associated structures (i.e. parking, landscaping, recreational amenities) remain but are not actively maintained.***

***The Property consists of approximately 45 acres. Approximately 22.6 acres of the Property is mapped floodplain. Of those 22.6 acres, 5.8 acres are existing wetlands that will remain. With approximately 50% of the Property being in a special management area, the percentage of the Property impacted is unusually high compared to a typical development site. With the floodplain encumbrance the remaining acreage for residential use is diminished. To strictly comply with the provisions of the Ordinance, all development and detention would have to occur outside the existing floodplain which would result in an extreme limitation of the developable land.***

***The DuPage County Countywide Stormwater and Floodplain Ordinance (Ordinance) does allow for detention in the floodplain and combined detention/floodplain function when it can be verified through technical analysis that there is no adverse impact to the receiving waterway and adjacent properties. Given the potential influence of the floodplain on the detention basin, it is not possible to demonstrate that the detention basin discharge will always meet the allowable release rate requirement of the Ordinance when the river is at or near its peak flood stage. For this reason, DuPage County requires a variance petition for Ordinance Article IX Section 15-74.C "Not allow design release rates to be exceeded under any stream elevation less than the Base Flood Elevation".***

- 15-117.G.6 The specific provision of this Ordinance or the Waiver Community Ordinance from which a Variance is sought and the precise variation there from being sought.



***Ordinance Article IX Section 15-74.C. The Applicant proposes to construct a detention facility at the edge of the floodplain limit and utilize said facility for combined stormwater management and compensatory storage. CEMCON, Ltd has performed an FEQ analysis to evaluate the impact of the floodplain on the release rate from the proposed detention facility. The FEQ Analysis showed that the proposed detention facility would comply with ordinance requirements for 148 of 157 storm events in the FEQ analysis. Because the river will overtop the detention facility in a limited number of events, the release rate for those events could not be definitely proven. This does not change the volume of detention being provided. Additionally, additional volume is being accommodated earlier in the FEQ Analysis, thereby providing material benefit to the regional watershed. Accordingly, while the release rate cannot be proven for a limited number of modeled events as required under Section 15-74.C, the proposed detention facility meets the underlying intent of the Ordinance.***

- 15-117.G.7 A statement of the characteristics of the subject property or Development that prevent compliance with the provisions of this Ordinance or the Waiver Community Ordinance.

***As outlined above, the Property is situated adjacent to the East Branch DuPage River and Prentiss Creek. Approximately 50% of the Property is encumbered by mapped floodplain and wetlands. The percentage of floodplain and wetland encumbrance is unusually high compared to a typical development site.***

***To strictly comply with the Ordinance, all development and detention would have to occur outside the existing floodplain. Given that the proposed detention facility does meet the intent of the ordinance, alternative configuration which removes the detention facility from the floodplain undermine the purpose and intent of the development, causing the Property to remain vacant.***

- 15-117.G.8 A statement of the minimum Variance of the provisions of this Ordinance or the Waiver Community Ordinance that would be necessary to Certify the proposed construction or Development.

***Applicant seeks a variance from Article IX Section 15-74.C of the Ordinance. This Section requires that design release rates not be exceeded under any stream elevation less than the base flood elevation. Here, Applicant proposes combined detention and compensatory storage as permitted under Section 15-177.G.5. Applicant has submitted a Stormwater Report with associated FEQ modeling for the combined detention & compensatory storage facility. The design meets the requirements in 148 of 157 modeled storm events. In the 9 modeled storm events where the design does not satisfy requirements, the river will overtop the detention facility so the release rate cannot be definitively proven. This does not change the fact that substantial volume is being accommodated earlier in the FEQ analysis, thereby providing material benefit to the regional watershed and meeting the underlying intent of the Ordinance. The proposed project detention volume is more than required by Ordinance. In addition, compensatory floodplain volume provided is more than required by Ordinance. Overall, the project provides approximately 66% more total stormwater/floodplain volume than required by Ordinance. This will provide a***

***net watershed benefit to surrounding properties. The design reflected in these studies reflects the minimum variance from the County Ordinance necessary to certify the proposed development.***

15-117.G.9 A statement of how the Variance sought satisfies the standards set forth in Section 15-27 of this Ordinance.

***15-27.A.1 A detailed FEQ analysis was completed and provided to the Waiver Community for review. The analysis verifies that the Project poses no adverse impacts to the receiving waterway(s) or any adjacent properties. In fact, the Project provides a watershed benefit due to the additional floodplain storage volume afforded by the Project. The Project detention/compensatory storage facility is located at the edge to the floodplain limit within a larger floodplain storage area that encompasses the westerly half of the site and will have no adverse impacts to environmental stream uses and functions.***

***15-27.A.2 A detailed FEQ analysis of peak water surface elevations was completed and provided to the Waiver Community for review. The FEQ analysis for 157 historical storm events (some of which exceed the traditional 100-Year event rainfall amount) shows no increase in peak water surface elevation at the Project discharge location or upstream of the Project, and therefore verifies that the Project poses no adverse impacts (i.e. peak WSEL increases greater than 0.04 feet) to the receiving waterway(s) or any adjacent properties. In fact, the Project provides a watershed benefit with the additional floodplain storage volume afforded by the Project. The Project detention/compensatory storage facility is located at the edge to the floodplain limit within a larger floodplain storage area that encompasses the westerly half of the site and will have no adverse impacts to environmental stream uses and functions.***

***15-27.A.3 As stated above, the Project poses no adverse impacts to the receiving stream and no unreasonable additional increase in flood velocity.***

***15-27.A.4 With the exception of the specific variance request item, the Project has been designed to comply with all Ordinance requirements.***

***15-27.A.5 The Project provides for a naturalized detention/compensatory storage facility which will improve water quality compared to existing conditions. This is an additional watershed benefit afforded by the Project.***

***15-27.B As stated above, the Project poses no increase in peak water surface elevation at the Project discharge location or upstream and downstream of the Project, and therefore verifies that the Project poses no adverse impacts (i.e. peak WSEL increases greater than 0.04 feet) to the receiving waterway(s) or any adjacent properties.***

***15-27.C.1 The proposed detention/compensatory storage facility analysis and design are based on the Ordinance requirements which follow the DuPage County Stormwater Management Plan (Plan).***

***15-27.C.2 The proposed detention/compensatory storage facility configuration and techniques are based on the Ordinance requirements which follow the DuPage County Stormwater Management Plan (Plan).***

**15-27.C.3 The proposed detention/compensatory storage facility will be constructed concurrent with the other site improvements and will be functional prior to or concurrent with any building construction that increase the total impervious area of the subject site.**

- 15-117.J.1 A statement or documentation demonstrating that granting the Variance shall not alter the essential character of the area involved, including existing stream uses.

**The Project detention/compensatory storage facility is located at the edge of the floodplain limit within a larger floodplain storage area that encompasses the westerly half of the site and will not alter the essential character of the area involved or existing stream uses. The proposed facility is not on-line with the receiving stream. In its present configuration, the property does not allow public access to the river. With the proposed development, approximately 10.7 acres of property along the east side of the river will be converted from private property to public property via dedication of land to the Lisle Park District.**

- 15-117.J.2 A statement or documentation confirming that carrying out the strict letter of the provisions of this Ordinance or the Waiver Community Ordinance would create an undue or particular hardship or difficulty on a specific developer or owner.

**As outlined above, the subject property is situated adjacent to the East Branch DuPage River and Prentiss Creek and is nearly 50% encumbered by mapped floodplain and wetlands. The percent floodplain/wetland encumbrance is unusually high compared to a typical development site. The proposed stormwater configuration may not comply with the strict letter of the ordinance, but it meets the spirit and intent of the ordinance and will provide net improvements over existing conditions. In the existing condition the property is all privately owned and there is no public access. With the Development, public access will be provided following a significant dedication of river frontage to the Lisle Park District. With the development of the Property the existing 5.8 of wetlands will remain and the floodplain will be improved as 4.8 acres of naturalized stormwater basins, incorporating plants that will reduce erosion and improve water quality will be created. With the development of the Property, significantly more stormwater volume than required by Ordinance will be provided within the floodplain, thereby minimizing impacts on downstream properties in smaller storm events. In addition, with the development of the Property, a blight on the Village's important Route 53 commercial corridor will be replaced with productive commercial uses that will expand the tax base. Absent the proposed stormwater variance, none of these benefits can be realized because development would not be viable.**

- 15-117.J.3 A statement or documentation confirming that the relief requested is the minimum necessary and there are no means other than the requested Variance by which the alleged hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the Development.

**The relief hereby requested from Ordinance Article IX Section 15-74.C represents the minimum necessary given the site encumbrances outlined above. Development of the Property with a legally permissible use is not feasible absent the proposed variance. There are no other viable options to**

***relocate detention facility outside of the floodplain and realize the underlying purpose and intent of the development.***

- 15-117.J.4 A statement or documentation indicating that the Applicant's circumstances are unique and do not represent a general condition or problem.

***As outlined above in 15-117.J.2, the unusually high percentage of floodplain/wetland encumbrance on the subject site is unique condition of the Property (much higher than a typical development site) and therefore does not represent a general condition that would be experienced on most other development sites.***

- 15-117.J.5 A statement or documentation demonstrating that the subject Development is exceptional as compared to other Developments subject to the same provision.

***The proposed mixed-use project transforms a distressed, blighted and vacant property, consisting of approximately 50% floodplain/wetlands, into an asset consistent with the Village's vision for mixed-use development that will diversify its tax base. The required commercial land use along IL RT. 53 will provide needed tax revenue for the municipality. The planned residential use provides multiple housing needs on the same site with direct access to the Seven Bridges commercial center. The addition of significant stormwater/floodplain storage volume with improved naturalize plantings, provides a watershed benefit for surrounding properties while the proposed regional trail connections and park district improvements provide a needed benefit for the community.***

- 15-117.J.6 A statement or documentation confirming that when the Variance request involves the standards for Wetlands and Floodplains, the Development proposed for a wetland or floodplain could not be constructed if it were limited to areas outside the wetland or floodplain.

***The variance request does not involve the standards for wetlands and floodplains. The proposed Project design elements are in conformance with the Ordinance requirements concerning wetlands and floodplains.***



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**File #:** FI-R-0079-24

**Agenda Date:** 5/7/2024

**Agenda #:** 8.D

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ACCEPTANCE AND APPROPRIATION OF THE  
ILDCEO REBUILD ILLINOIS  
TIMBERLAKE DRAINAGE IMPROVEMENTS GRANT PY24  
INTER-GOVERNMENTAL AGREEMENT NO. 22-203688  
COMPANY 5000 - ACCOUNTING UNIT 3075  
\$200,000  
(Under the administrative direction of the  
DuPage County Stormwater Management Division)

WHEREAS, the County of DuPage, through the Stormwater Management Division, has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) are available to be used for the Timberlake Drainage Improvements Project; and

WHEREAS, to receive said grant funds, the County of DuPage, through the Stormwater Management Division, must enter into Inter-Governmental Agreement No. 22-203688 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from April 1, 2024 through March 31, 2026; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 22-203688 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) be made to establish the ILDCO Rebuild Illinois - Timberlake Drainage Improvements Grant PY24, Company 5000 - Accounting Unit 3075, for period April 1, 2024 through March 31, 2026; and



BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Stormwater Management is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Stormwater Management Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Stormwater Management Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 14<sup>th</sup> day of May, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
REBUILD ILLINOIS - TIMBERLAKE DRAINAGE IMPROVEMENTS PY24  
AGREEMENT NO. 22-203688  
COMPANY 5000 – ACCOUNTING UNIT 3075  
\$200,000

REVENUE

41401-0000 - State Capital Grant \$ 200,000

TOTAL ANTICIPATED REVENUE \$ 200,000

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 16,723  
50010-0000 - Overtime 10,000  
51010-0000 - Employer Share I.M.R.F. 2,197  
51030-0000 - Employer Share Social Security 2,045  
51040-0000 - Employee Med & Hosp Insurance 4,035

TOTAL PERSONNEL \$ 35,000

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 42,900  
52270-0000 - Maintenance Supplies 40,000

TOTAL COMMODITIES \$ 82,900

CONTRACTUAL

53010-0000 - Engineering & Architectural \$ 15,000  
53240-0000 - Waste Disposal Services 26,600  
53410-0000 - Rental Of Machinery & Equipmnt 20,500  
53830-0000 - Other Contractual Expenses 20,000

TOTAL CONTRACTUAL \$ 82,100

TOTAL ADDITIONAL APPROPRIATION \$ 200,000



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
DuPage County**

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

**PART ONE – The Uniform Terms**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

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

By: \_\_\_\_\_  
Signature of Designee

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

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

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

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

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

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

Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Authorized Representative

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

Printed Name: Deborah A Conroy

Printed Title: County Board Chairperson

Email: chair@dupageco.org

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

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

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

Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

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

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

Printed Title: \_\_\_\_\_  
Third Grantor Approver

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II AWARD INFORMATION**

2.1. Term. This Agreement is effective on **04/01/2024** and expires on **03/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$200,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-46285.

### ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **W7KRN7E54898** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

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

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

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

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

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

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

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

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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



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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

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

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

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

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

## ARTICLE VI BUDGET

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

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

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII LOBBYING

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

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

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

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

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

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

**ARTICLE IX  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

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

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

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

10.2. Financial Close-out Report.

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

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

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

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

## ARTICLE XII AUDIT REQUIREMENTS

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

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

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



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

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

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

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

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

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

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

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

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

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

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

12.4. "For-Profit" Entities.

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

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

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

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

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

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

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

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **13.1. Termination.**

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

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

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

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

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

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

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

**ARTICLE XIV**  
**SUBCONTRACTS/SUBAWARDS**

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

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

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

## **ARTICLE XV NOTICE OF CHANGE**

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

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

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

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

## **ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

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

## **ARTICLE XVII CONFLICT OF INTEREST**

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

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

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## **ARTICLE XVIII EQUIPMENT OR PROPERTY**

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

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

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

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

## **ARTICLE XX INSURANCE**

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

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

## **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

## **ARTICLE XXII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10. Precedence.

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

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

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

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

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

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

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

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## EXHIBIT A

### PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

### PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the Village of Willowbrook in DuPage County.

Grant funds will be utilized for all costs, including any that are prior incurred, associated with the design, oversight, removal, and replacement of stormwater pipes running north-south and east-west along 10S267 Kaye Lane, and along the stream centerline behind properties, in the Timberlake area of Willowbrook, IL. The Timberlake Drainage Improvement Project will reduce both the duration and frequency of flooding experienced within unincorporated areas of Willowbrook in the Downers Grove Township. Currently, inadequate infrastructure exists to handle the flow of stormwater, resulting in flooding. During large events, residential properties become flooded. Grant funds will be utilized for the purchase and installation of new high-capacity inlets, upsizing stormwater pipes, increasing stormwater volume, and improvements to the overland flow path. The proposed improvements are within the public right-of-way and private property. Existing easements are in place where most of the improvements are proposed. Additional temporary construction easements will be needed.

Specifically, Grant funds will cover all costs associated with the project as follows:

- **Design/Engineering** – to include costs associated with surveying, permitting, engineering services, and project coordination.
- **Paving/Concrete/Masonry** – to include costs associated with the purchase and installation of concrete for sidewalks and curbs, and pavement patching.
- **Construction Management/Oversight** – costs associated with managing the construction activities and/or overseeing all aspects of the construction project, including mobilization.
- **Excavation/Site Prep/Demo** – to include costs associated with earth excavation, site preparation for the perimeter erosion barrier and inlet protection, demolition of existing infrastructure, and relocation of site utilities.
- **Plumbing** – to include costs associated with the purchase and installation of storm sewers, catch basins, manholes, and trench backfill.
- **Other Construction Expenses** – to include the purchase and construction costs for landscape restoration and site security video surveillance.

- **Contingency** – coverage of potential cost overruns in any of the other utilized Grant Budget line-item categories.

The completion of this project will benefit the public by providing public safety and health improvements including increased water quality, flood damage reduction, improved drainage, decreased risk of spreading contaminants, decreased damage to local foliage, and decreased risk of icy patches.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Kristin A. Richards  
Title: Director  
Address: 607 E. Adams St.  
Springfield, IL 62701

**GRANTEE CONTACT**

Name: Deborah A Conroy  
Title: County Board Chairperson  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Brie-Anna Andrew  
Title: Grant Manager  
Address: 607 E. Adams St.  
Springfield, IL 62701  
Phone: 217-785-9967  
TTY#: (800) 785-6055  
Email: BrieAnna.L.Andrew@illinois.gov  
Address:

**GRANTEE CONTACT**

Name: Sarah Hunn  
Title: Director of Stormwater  
Management Department  
Address: 421 North County Farm Road  
Wheaton, IL 60187-3978  
Phone: 630-407-6676  
TTY#: N/A  
Email: sarah.hunn@dupageco.org  
Address:

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Sarah Hunn  
Authorized Designee Title: Director of Stormwater Management Department  
Authorized Designee Phone: 630-407-6676  
Authorized Designee Email: sarah.hunn@dupageco.org

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

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: Geoffrey Kinczyk  
Authorized Designee Title: Principal Accountant  
Authorized Designee Phone: 630-407-6182  
Authorized Designee Email: geoffrey.kinczyk@dupageco.org

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

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

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

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

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

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: James Kanter  
Email: james.f.kanter@illinois.gov  
Phone: 000-000-0000  
Fax#: N/A

Address: 607 E. Adams St.  
Springfield, IL 62701

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

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

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.



## PART TWO – GRANTOR-SPECIFIC TERMS

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

### ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

### ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

### ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

### ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

#### ARTICLE XXVII ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

#### ARTICLE XXVIII ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

#### ARTICLE XXIX

#### ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

### **ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS**

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

#### **ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

#### **ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse



Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

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

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### PART THREE – PROJECT-SPECIFIC TERMS

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

#### ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

#### July 2024

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

#### October 2024

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager

#### January 2025

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

#### April 2025

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

#### July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

#### October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

#### January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

#### April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

#### May 2026

- End of grant Closeout Financial Report (05/15/2026) - Covering Period of 04/01/2024 - 03/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (05/15/2026) - Covering Period of 04/01/2024 - 03/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

### ARTICLE XXXVII GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies).  
**The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY

SIGN-OFF

SIGN-OFF

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		RECEIVED	OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
<b>X</b>	Illinois Dept. of Natural Resources	_____	<b>X</b>
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

**NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.**

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

**(3) External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing

Wage Act, including but not limited to: (a) 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 and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards 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 (see 14 Ill. Admin. Code Part 680). 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. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. 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. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor 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 Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (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. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is 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. Grantee 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 the grant manager. 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.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor’s bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

## ARTICLE XXXVIII BOND FUNDED GENERAL GRANT PROVISIONS

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.