

**A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE
CONSERVATION FOUNDATION**

WHEREAS, the County of DuPage (“County”) is a body corporate and politic; and

WHEREAS, THE CONSERVATION FOUNDATION (“Agency”) is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County’s funding for each Agency is not a donation and must be used to perform certain services or functions within the County’s statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the “Party” and collectively referred to herein as “the Parties”; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
4. **Project Description.** Agency shall receive fifteen thousand dollars (\$15,000.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days’ notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment.** The County agrees to pay the Agency fifteen thousand dollars (\$15,000.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff including providing

sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. All funds shall be expended not later than November 30, 2025.

8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
12. **Liability.** The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

CONSERVATION FOUNDATION,

Deborah Conroy
Chair, DuPage County



Brook McDonald,
President/CEO

ATTEST:

Jean Kaczmarek,
County Clerk



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	The Conservation Foundation
Contact Person	Jim Kleinwachter
Address	10S404 Knoch Knolls Rd
City	Naperville
Phone Number	630-428-4500
Email	jkleinwachter@theconservationfoundation.org

SECTION II Project Description

Project Title	Clearing Invasives along the Prairie Path in Glen Ellyn
Cost of the Project	\$15,000
Brief Description of the Scope of Initiative	<p>With the long-term goal to establish butterfly meadows and pollinator gardens on no wooded land adjacent to the Prairie Path in Glen Ellyn, this proposal is to clear weeds and invasive and woody plants from these target areas.</p> <p>The land along the Prairie Path is County property, maintained by Glen Ellyn</p> <p>The intended scope is the strip of land that runs between Park Blvd and Montclair Ave, between the Prairie Path and the Montclair Commuter Parking Lot.</p> <p>The proposal is to clear the 4,200sf area and prepare the soil for installation of Monarch meadows, consisting of perennials and small shrubs. If budget allows, one or more sections of meadow will be installed as part of this project.</p>
Desired Outcomes	<p>The goal is to remove weeds, poison ivy, and invasive plants such as buckthorn - to make way for future Monarch meadows, which would:</p> <ul style="list-style-type: none">- Beautify an area that is enjoyed daily by many DuPage County residents - as they walk, bike, and run along the Prairie Path - and as they ride Metra from Chicago to the suburbs- Replace woody plants and weedy areas, rather than with turf, with native prairie flowers and grasses - setting a positive example of sustainable landscaping- Making good use of a rare open-sky area to establish much-needed Monarch habitat in an area with limited municipal greenspace


SECTION III Signature

Member Name	Lynn LaPlante
District	
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- **Letters of Engagement from all involved organizations**
- **Vendor Ethics Disclosures**
- **Bid Documents**
- **Proof of Good Standing with IL Secretary of State for all partner organizations**
- **Tax Documents (such as W-9 forms, where applicable)**

Project Title	Clearing Invasives along the Prairie Path in Glen Ellyn
Cost of the Project	\$15,000
Brief Description of the Scope of Initiative	<p>With the long-term goal to establish butterfly meadows and pollinator gardens on non-wooded land adjacent to the Prairie Path in Glen Ellyn, this proposal is to clear weeds and invasive and woody plants from these target areas.</p> <p>The land along the Prairie Path is County property, maintained by Glen Ellyn</p> <p>The intended scope is the strip of land that runs between Park Blvd and Montclair Ave, between the Prairie Path and the Montclair Commuter Parking Lot.</p> <p>The proposal is to clear the 4,200sf area and prepare the soil for installation of Monarch meadows, consisting of perennials and small shrubs. If budget allows, one or more sections of meadow will be installed as part of this project.</p>
Desired Outcomes	<p>The goal is to remove weeds, poison ivy, and invasive plants such as buckthorn - to make way for future Monarch meadows, which would:</p> <ul style="list-style-type: none"> • Beautify an area that is enjoyed daily by many DuPage County residents - as they walk, bike, and run along the Prairie Path - and as they ride Metra from Chicago to the suburbs • Replace woody plants and weedy areas, rather than with turf, with native prairie flowers and grasses - setting a positive example of sustainable landscaping • Making good use of a rare open-sky area to establish much-needed Monarch habitat in an area with limited municipal greenspace • Partner with The Conservation Foundation and local sustainable horticulture experts in the design and selection of native plants
Location	



The Village of Glen Ellyn Public Works department identified an opportunity to **transform a highly visible (yet weedy) area into a native pollinator showcase.**

This strip of land is DuPage County property running along the Prairie Path, at the East edge of downtown Glen Ellyn.

The impact of transforming this space is high! This narrow strip is viewed daily by many, from the Prairie Path, from the Metra West line, from the adjacent Montclair parking lot, and by cars crossing the tracks along Park Boulevard.

The opportunity for improvement is high. The strip is sparse and patchy near town but becomes full with woody plants and invasive shrubs further east - including a plethora of poison ivy and buckthorn. There is also a lot of woody low grow sumac, which is difficult to keep weeded well.

The impact can be gained from addressing a relatively small square footage of roughly 4,200 square feet (the strip is 720' long and expands from 3' to 8' wide).

Timing in 2025 is ideal. This spring, the Village of Glen Ellyn installed a native pollinator garden at the west end of downtown (Volunteer Park) and plans to install pollinator-friendly plants in downtown planters this summer. If installed this fall, this project could do the same at the east end of downtown - bookending the central business district and **creating a corridor for pollinators and birds.**

Approach

- 1) Clear the existing weeds - a majority of the grant budget will be directed toward clearing the weedy sites
- 2) Create the planting design (no cost) - The Glen Ellyn Environmental Commission has asked representatives from The Conservation Foundation to mentor and guide this project along with a Glen Ellyn professional horticulturalist (certified in native landscape design), who has generously volunteered her time to create the detailed design.
- 3) Create mulched paths - a portion of the grant will be directed to establish 5' and 10' wide mulched paths to create the outline of the Monarch Meadows.

- 4) Acquire plants - if budget remains after clearing and path setup, The Conservation Foundation will acquire plants to install one or more of the Monarch meadows this year. Otherwise, the beds will be left clear.
- 5) Install plants (no cost) - if funds enable plant purchase, The Conservation Foundation and the Glen Ellyn Environmental Commission will coordinate "Monarch Festival" community planting days to install the garden with local garden clubs and volunteers.

Design Outline and Guidelines

- 1) Section Layout: The 720-foot site is divided by lampposts into six 120' sections
Each 120-foot section will adopt a similar layout:
 - a) Lamppost with 5' of gardens on both sides
 - b) 5' mulched path
 - c) 45' Monarch meadow
 - d) 10' mulched path (at center of section)
 - e) 45' Monarch meadow
 - f) 5' mulched path
 - g) Lamppost with 5' of gardens on both sides
- 2) Average Section Width: 4' for three sections; 7' for three sections.
Plants will be selected to be appropriate for the section width.
- 3) Plant height will be kept at 2-4'
- 4) Meadows will be designed for large drifts (Dutch wave) of plants for easier maintenance.
- 5) Plants will be selected for their native wildlife support characteristics as well as for salt and drought tolerance.

Sample Plant List and Supporting Criteria

Plants selected with serve as nectar and pollen sources for a diverse array of native pollinators including:

- Bees (native, bumble, honey)
- Butterflies (monarchs, swallowtails, fritillaries, painted ladies, skippers, sulphurs)
- Hoverflies, beetles, moths, and even some wasps
- Hummingbirds (especially tubular-flowered species)

We can also expect regular visits from:

- Finches (including goldfinch)
- Sparrows and native songbirds
- Wrens and chickadees
- Hummingbirds
- Orioles, warblers, and tanagers
- Ground-feeding doves and quail

These plantings provide food (nectar, seeds, insects), nesting material, and habitat for birds throughout the growing season and into winter.

Narrow Meadows (Sections 1-3) - “shrub scape”, steppe-inspired:

Mugo Pine ‘Valley Cushion’
Potentilla ‘Creme brulee’ or ‘Happy Face’
Hypericum - straight species or ‘Blues Festival’
Panicum ‘Cheyenne Sky’
Sporobolus heterolepis
Monarda bradburiana
Asclepias tuberosa
Sedum ‘Pillow Talk’

Parking Islands:

Prairie alumroot - under trees
Sporobolus heterolepis

Wide Meadows - naturalistic, “Dutch wave”-inspired (may include small shrubs):

Grass matrix:

Panicum ‘Cheyenne Sky’, ‘Red Flame’, ‘Cape Breeze’
Schizachyrium scoparium - ‘Prairie Blues’, ‘Little Red Fox’
Sporobolus heterolepis
Bouteloua curtipendula
Karl Foerster
Sesleria autumnalis

Spring-Early Summer:

Amsonia tabernaemontana var. salicifolia
Baptisia australis or cultivar
Echinacea pallida
Penstemon digitalis or cultivar
Monarda bradburiana
Nepeta

Achillea ‘Moonshine’

Asclepias incarnata

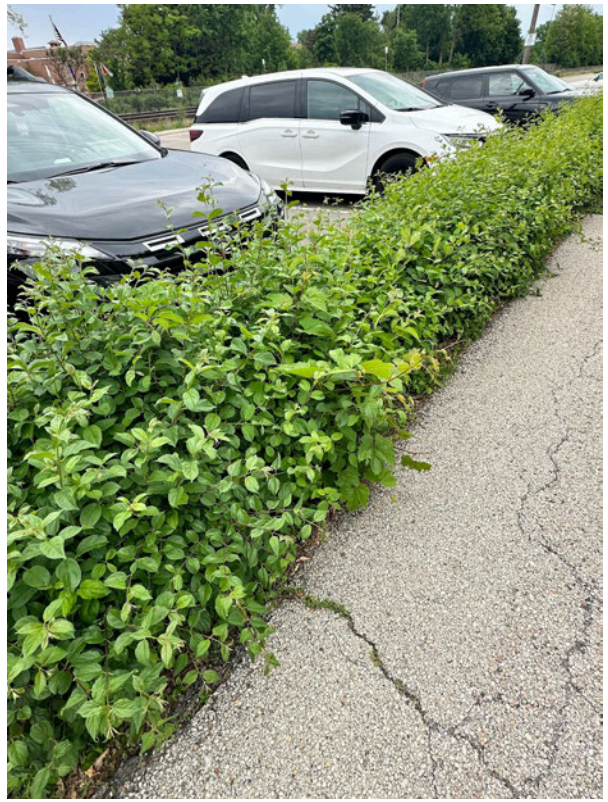
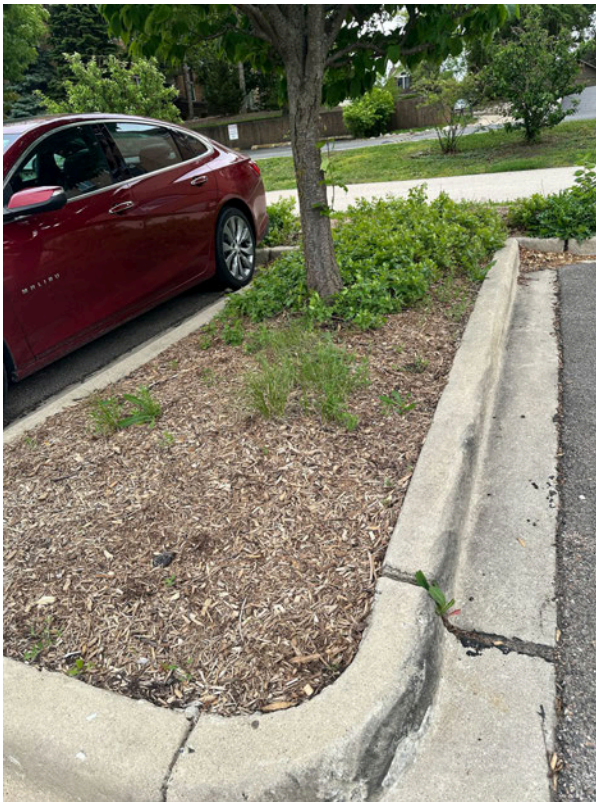
Summer:

Monarda cultivars
Calamintha nepeta
Veronicas - ‘Seaside’
Allium ‘Windy City’, ‘Big Beauty’ or Allium cernuum (Nodding)
Asclepias tuberosa
Eryngium yuccifolium ‘Prairie Moon’
Echinacea purpurea or cultivar
Verbena stricta

Late summer-fall:

Rudbeckia ‘American Gold Rush’; Rudbeckia fulgida
Eupatorium-eutrochium - Joe Pye Weed ‘Little Joe’
Perovskia ‘Little Spire’
Euphorbia corollata
Liatris aspera

Site Photos







DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	The Conservation Foundation
CONTACT <u>PERSON</u> :	Jim Kleinwachter
CONTACT EMAIL:	jkleinwachter@theconservationfoundation.org

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☒ Yes

☐ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Jim Kleinwachter	630-428-4500	jkleinwachter@theconservationfoundation.org
Beth Peluse	630-428-4500	bpeluse@theconservationfoundation.org

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

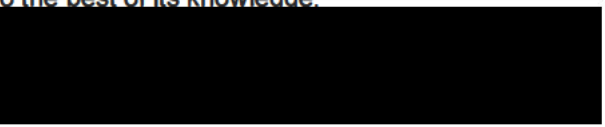
The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

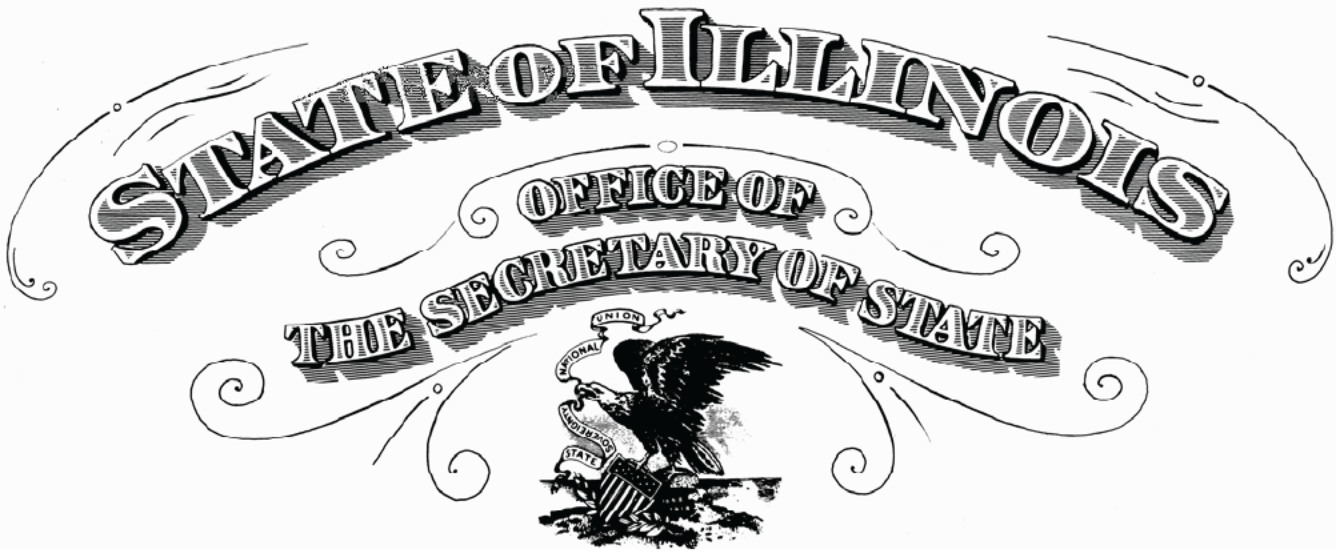
By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Brook McDonald

Signature: 

Title: CEO, The Conservation Foundation

Date: 8/22/25



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE CONSERVATION FOUNDATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 19, 1971, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of SEPTEMBER A.D. 2024 .