

# KENDALL COUNTY FOREST PRESERVE DISTRICT

## MEETING AGENDA

TUESDAY, MAY 6, 2025

6:00 PM

### KENDALL COUNTY HISTORIC COURTHOUSE – THIRD FLOOR COURTROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. <sup>(1)</sup> **CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Committee of the Whole meeting of April 8, 2025
    - Kendall County Forest Preserve District Commission meeting of April 15, 2025
  - B. <sup>(1)</sup> **MOTION**: Approval of Claims in the Amounts of \$16,870.63
  - C. <sup>(1)</sup> **MOTION**: Approval of the State of Illinois – Department of Natural Resources Regional Trails Program Grant Agreement #RTP 24-0194 Awarding \$200,000.00 for Completion of the Hoover-Fox River Bluffs Trail Connection Project
  - D. <sup>(1)</sup> **MOTION**: Approval of a Proposal from Prairie Archaeology & Research, Ltd. in the Amount of \$12,420.00 to Complete Additional Phase II Archaeological Survey Work at Hoover Forest Preserve for the Hoover-Fox River Bluffs Trail Connection Project
- VIII. **OLD BUSINESS**

*No items posted for consideration.*
- IX. **NEW BUSINESS**

*No items posted for consideration.*
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**

*No items posted for consideration.*
- XIV. Adjournment

*(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)*

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE of the WHOLE MEETING MINUTES**

**APRIL 8, 2025**

**I. Call to Order**

President DeBolt called the meeting to order at 4:20 pm in the Kendall County Historic Courthouse – 3<sup>rd</sup> floor courtroom.

**II. Roll Call**

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
	Flowers	X	Rodriguez
X	Gengler		Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Gengler, Kellogg, Koukol, Peterson, Rodriguez, Wormley, and DeBolt were all present.

**III. Approval of Agenda**

Commissioner Koukol made a motion to approve the meeting agenda as presented. Seconded by Commissioner Wormley. Aye, all. Opposed, none.

**IV. Public Comments**

No public comments were offered by those in attendance.

**V. Leadership Team Report**

Acting Executive Director White provided an overview of the District's leadership team report.

**VI. Motion to Forward Claims to Commission**

Commissioner Wormley made a motion to forward claims to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**VII. Review of Preliminary Financial Statements through March 31, 2025**

Acting Executive Director presented an overview of the preliminary financial statements through March 31, 2025.

**VIII. OLD BUSINESS**

- a) **MOTION: Approval to Forward Amended Intergovernmental Agreement #24-05 Increasing Kendall County – Transportation Alternatives Program Awarded Grant Funds from \$189,000.00 to**

**\$272,000.00 to be Combined with an Anticipated \$200,000.00 Illinois Department of Natural Resources – Regional Trail Program Grant Award to Support Completion of the Hoover-Fox River Bluffs Trail Connection Project to Commission for Approval**

Commissioner Kellogg made a motion to forward Amended Intergovernmental Agreement #24-05 increasing Kendall County – Transportation Alternatives Program Awarded Grant Funds from \$189,000.00 to \$272,000.00 to be Combined with an Anticipated \$200,000.00 Illinois Department of Natural Resources – Regional Trail Program Grant Award to Support Completion of the Hoover-Fox River Bluffs Trail Connection Project to Commission and the Kendall County board for Approval. Seconded by Commissioner Gengler. Aye all. Opposed, none.

**b) TC Energy – Build Strong Community Giving Program – Project Application Final Staff Recommendations**

Executive Advisor presented recommendations for an educational grant proposal.

**IX. NEW BUSINESS**

**a) MOTION: Approval to Forward the Mack & Associates PC FY24 Audit Report of the Kendall County Forest Preserve District to Commission for Approval**

Commissioner Gengler made a motion to forward the Mack & Associates PC FY24 Audit Report of the Kendall County Forest Preserve District to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

**b) MOTION: Approval to Forward the Mack & Associates PC Single Audit Proposal for the District's IDNR OSLAD Grant #OS 23-2290 for the Subat Nature Center Project to Commission for Approval**

Committee of the Whole gave direction to forward the Mack & Associates PC Single Audit Proposal for the District's IDNR OSLAD Grant #OS 23-2290 for the Subat Nature Project to Commission for approval.

**c) MOTION: Approval of a Special Use Permit with the Kendall County Horse Show Association for Use of the Harris Arena and Shelter 7 for KCHSA Horse Show Events to be Held on June 29, 2025; August 23, 2025; October 4, 2025 and October 12, 2025 Including Waiving of Fees and Charges**

Commissioner Kellogg made a motion to approve a Special Use Permit with the Kendall County Horse Show Association for Use of the Harris Arena and Shelter 7 for KCHSA Horse Show Events to be Held on June 29, 2025; August 23, 2025; October 4, 2025 and October 12, 2025

Including Waiving of Fees and Charges. Seconded by Commissioner Peterson. Aye, all.  
Opposed, none.

**d) MOTION: Approval of an Amended Terms to the Special Use Permit License Agreements with the University of Illinois – Cooperative Extension for Use of the Harris Arena and Shelter 7 for 4H Horse Show Events to be Held on June 21, 2025 and July 19, 2025**

Commissioner Rodriguez made a motion to approve an Amended Terms to the Special Use Permit License Agreements with the University of Illinois – Cooperative Extension for use of the Harris Arena and Shelter 7 for 4H Horse Show Events to be Held on June 21, 2025 and July 19, 2025. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**e) MOTION: Approval to Forward Change Order #002 (Contract Contingency Allowance Reduction) in the Amount of \$57,148.20 for the Mary M. Subat Nature Center Project #23-429-1495 to Commission for Approval**

Commissioner Rodriguez made a motion to forward Change Order #002 (Contract Contingency Allowance Reduction) in the Amount of \$57,148.20 for the Mary M. Subat Nature Center Project #23-429-1495 to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

**f) MOTION: Approval to Forward a One-Year Contract Extension with Groot Enterprises, Inc. of Plano, Illinois for Trash and Recycling Removal from Harris, Hoover, Baker Woods, and Pickerill-Pigott Forest Preserves for a Total Amount of \$5013.24 for Services Extending May 1, 2025-April 30, 2026 to Commission for Approval**

Commissioner Rodriguez made a motion to forward a One-Year Contract Extension with Groot Enterprises, Inc. of Plano, Illinois for Trash and Recycling Removal from Harris, Hoover, Baker Woods, and Pickerill-Pigott Forest Preserves for a Total Amount of \$5013.24 for Services Extending May 1, 2025-April 30, 2026 to Commission for Approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

**X. Other Items of Business**

**a) Grant-Funded Project Updates**

- 1. Subat Nature Center Project Updates – IDNR OSLAD Grant Extension Request to July 31, 2025**

**2. Hoover-Fox River Bluffs Forest Preserve Trail Connector Project**

Updates were provided on the extension request for the Subat Nature Center, and the District is waiting to receive the final grant agreement for the RTP grant.

**b) Commission Agenda Items Recommended for Approval (March Operations Committee)**

- 1. KCFPD Employee Handbook Policy Changes**
- 2. Yorkville Fury License Agreement**

**c) Downstate Forest Preserve Act Amendment Legislative Updates – HB23963 Amendment – Forest Preserve Revenue**

**d) Hoover Forest Preserve Wastewater Treatment Facilities – IEPA Compliance Response Letter**

**XI. Public Comments**

No public comments were offered by citizens in attendance.

**XII. Executive Session**

None.

**XIII. Summary of Action Items**

Acting Executive Director White provided a summary of action items to be presented to Commission for approval.

**XIV. Adjournment**

Commissioner Gengler made a motion to adjourn. Seconded by Commissioner Koukol. Aye, all. Opposed, none. Meeting adjourned at 5:00 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES**

**APRIL 15, 2025**

**I. Call to Order**

President DeBolt called the meeting to order at 10:51 am in the Kendall County Historic Courthouse – 3<sup>rd</sup> floor courtroom.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

**III. Invocation**

An invocation was offered at the start of the Kendall County Board Meeting.

**IV. Roll Call**

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
	Flowers		Rodriguez
X	Gengler		Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Gengler, Kellogg, Koukol, Peterson, Wormley, and DeBolt were all present. Commissioner Rodriguez entered the meeting at 10:55 am.

**V. Approval of Agenda**

Commissioner Peterson made a motion to approve the agenda as presented. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Committee of the Whole Meeting of March 11, 2025
- Kendall County Forest Preserve District Commission Meeting of March 18, 2025

**B. MOTION:** Approval of Claims in the Amount of \$70,093.11 (033125F); \$209,705.49 (041525F); and \$100.00 (041525FR)

**C. MOTION:** Approval of License Agreement #25-03-002 with the Yorkville Athletic Association for the Use of the Baseball Field at Hoover Forest preserve from April 16, 2025-August 31, 2025 for a Lump Sum Payment of \$4025.00

**D. MOTION:** Approval of Kendall County Employee Handbook Policy Amendments Effective April 16, 2025

- E. **MOTION:** Approval of Amended Intergovernmental Agreement #24-05 increasing Kendall County – Transportation Alternatives Program Awarded Grant Funds from \$189,000.00 to \$272,000.00 to be Combined with an Anticipated \$200,000.00 Illinois Department of Natural Resources – Regional Trail Program Grant Award to Support Completion of the Hoover-Fox River Bluffs Trail Connection Project
- F. **MOTION:** Approval of the Mack & Associates PC FY24 Audit Report of the Kendall County Forest Preserve District
- G. **MOTION:** Approval of Mack & Associates PC Single Audit Proposal for an Amount Not-to-Exceed \$1500.00 for the District's IDNR OSLAD Grant #OS 23-2290 for the Subat Nature Center Project
- H. **MOTION:** Approval of Change Order #002 in the Amount of \$57,148.20 to be Deducted from the \$145,087.52 Total Contingency Available in Contract #23-429-1495 with Lite Construction, Inc. for the Mary M. Subat Nature Center Project which Sum Includes Preparation of Millwork Shop Drawings and Production of Seven (7) Exterior 4' X 8' Graphic Panels (\$17,024.40); Four (4) Exterior 4' Column Wrap Graphic panels (\$20,399.40), and Delivery, Installation and Project Management (\$19,724.40)
- I. **MOTION:** Approval of a One-Year Contract Extension with Groot Enterprises, Inc. of Plano, Illinois for Trash and Recycling Removal from Harris, Hoover, Baker Woods, and Pickerill-Pigott Forest Preserves for a Total Amount of \$5,013.24 for Services Extending May 1, 2025-April 30, 2026

President DeBolt recited the items posted to the Consent Agenda.

Commissioner Peterson made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Wormley.

Motion: Commissioner Peterson  
Second: Commissioner Wormley

**Roll call: Consent Agenda**

<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann			Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez	X	
Gengler	X		Shanley		
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Gengler, Kellogg, Koukol, Peterson, Rodriguez, Wormley, and DeBolt aye. Opposed, none. Motion unanimously approved.

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

*No items posted for consideration.*

**X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)**

Finance Chair Wormley reported the next Finance Committee meeting is scheduled for April 24, 2025.

Operations Chair Koukol reported the next Operation Committee meeting is scheduled for May 7, 2025.

**XI. Public Comments**

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

*No items posted for consideration.*

**XIV. Adjournment**

Commissioner Gengler made a motion to adjourn. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none. Meeting adjourned at 11:01 am.

Respectfully submitted,

Antoinette White  
Acting Executive Director, Kendall County Forest Preserve District



# Claims Listing

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	21	ADS, INC	147996-1066	Alarm Monitoring-Ellis	19001161 62270	Utilities	\$391.62
	4762	WATCH COMMUNICATIONS	1405336	Ellis Internet	19001161 62270	Utilities	\$113.89
						<b>Sub-Total</b>	<b>\$505.51</b>
					<b>Ellis Barn</b>	<b>Total</b>	<b>\$505.51</b>
Ellis House	1323	MENARDS	20866	cleaning pads, staples, bucket, staple gun	19001160 68580	Grounds and Maintenance	\$49.01
						<b>Sub-Total</b>	<b>\$49.01</b>
					<b>Ellis House</b>	<b>Total</b>	<b>\$49.01</b>
Ellis Other Rentals	899997	OTP SEC DEP REFUND	167	Ellis Sec Dep Refund	19001169 63040	Security Deposit Refund	\$320.00
						<b>Sub-Total</b>	<b>\$320.00</b>
					<b>Ellis Other Rentals</b>	<b>Total</b>	<b>\$320.00</b>
Ellis Riding Lessons	2057	MATTHEW CAVINESS	12024338	Horse Shoes and trims	19001164 63020	Vet & Farrier	\$1,170.00
	2057	MATTHEW CAVINESS	12024479	Horse shoes and trims	19001164 63020	Vet & Farrier	\$520.00
						<b>Sub-Total</b>	<b>\$1,690.00</b>
					<b>Ellis Riding Lessons</b>	<b>Total</b>	<b>\$1,690.00</b>
Environ. Educ. Laws of Nature	1871	JESSICA VOSBURGH	Apr2025Reimburse	Education Supplies Reimbursement	19001180 63030	Program Supplies	\$21.66
						<b>Sub-Total</b>	<b>\$21.66</b>
					<b>Environ. Educ. Laws of</b>	<b>Total</b>	<b>\$21.66</b>
Environ. Educ. Other Pblc Prg	1871	JESSICA VOSBURGH	Apr2025Reimburse	Education Supplies Reimbursement	19001179 63030	Program Supplies	\$31.25
						<b>Sub-Total</b>	<b>\$31.25</b>
					<b>Environ. Educ. Other Pblc</b>	<b>Total</b>	<b>\$31.25</b>
Environmental Educ. Natrl Beg.	1323	MENARDS	21833	Radish Seed	19001178 63030	Program Supplies	\$3.28

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Forest Preserve Director	3380	AMAZON CAPITAL SERVICES	1RMG-W94C-QVNP	Horseradish and Radish Seeds	19001178 63030	Program Supplies	\$43.60
						Sub-Total	\$46.88
					Environmental Educ. Natrl	Total	\$46.88
	1020	ILLINOIS STATE POLICE SERVICES FUND	20250305718	Background Check	190011 62000	Office Supplies	\$20.00
	3380	AMAZON CAPITAL SERVICES	1W7D-MK4Y-47N3	Binder clips, batteries	190011 62000	Office Supplies	\$10.69
						Sub-Total	\$30.69
	67	AMEREN ILLINOIS	2786444006043025	Millbrook S Electric	190011 63510	Electric	\$77.17
						Sub-Total	\$77.17
	3292	SUMMERS OF CHICAGO LLC	357128	Furnace Replacement at Rookery	190711 66500	Miscellaneous Expense	\$4,088.00
						Sub-Total	\$4,088.00
Grounds and Natural Resources	2035	GENESIS NURSERY, INC.	24689	Pollinator and Open Woods Seeds	190711 68500	Project Fund Expenses	\$4,616.14
						Sub-Total	\$4,616.14
					Forest Preserve Director	Total	\$8,812.00
	1452	NICOR	85662610121043025	Nicor Millbrook S	19001183 63090	Natural Gas	\$152.95
	1452	NICOR	8794611001043025	Nicor Harris	19001183 63090	Natural Gas	\$198.82
						Sub-Total	\$351.77
	1820	UNIQUE PRODUCTS & SERVICE	480959	Paper products, cleaning supplies, liners	19001183 63110	Shop Supplies	\$331.77
						Sub-Total	\$331.77
	678	GRAINCO FS, INC.	60024978	Herbicide	19001183 68530	Preserve Improvements	\$160.50

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Hoover	1323	MENARDS	21414	Soil, air freshener	19001183 68530	Preserve	\$27.99
	5303	UNITED PIPE AND SUPPLY CO INC	1419245	Faucet Replacement-Pickerill	19001183 68530	Improvements Preserve Improvements	\$235.00
						Sub-Total	\$423.49
					Grounds and Natural	Total	\$1,107.03
	899997	OTP SEC DEP REFUND	173	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$240.00
						Sub-Total	\$240.00
	1452	NICOR	228270830270430 25	Nicor Hoover Shop	19001171 63090	Natural Gas	\$57.98
	1452	NICOR	233366982970430 25	Nicor Rookery	19001171 63090	Natural Gas	\$57.28
	1452	NICOR	246142036280430 25	Nicor Blazing Star	19001171 63090	Natural Gas	\$93.49
	1452	NICOR	308310348940430 25	Nicor Kingfisher	19001171 63090	Natural Gas	\$76.49
	1452	NICOR	509801971280430 25	Nicor Meadowhawk Lodge	19001171 63090	Natural Gas	\$61.23
	1452	NICOR	723893741240430 25	Nicor Hoover Residence	19001171 63090	Natural Gas	\$69.78
	1452	NICOR	885514011490430 25	Nicor Hoover Maintenance	19001171 63090	Natural Gas	\$105.82
						Sub-Total	\$522.07
	2047	COMED	0474403800000430 25	ComEd Hoover Multiple	19001171 63100	Electric	\$1,292.30
	2047	COMED	0507397000004302 5	ComEd Hoover Residence	19001171 63100	Electric	\$240.79
	2047	COMED	983783122204302 5	ComEd Hoover Residence	19001171 63100	Electric	\$116.02
						Sub-Total	\$1,649.11
	1323	MENARDS	21972	Towels, lightbulbs, batteries	19001171 63110	Shop Supplies	\$96.91
	1820	UNIQUE PRODUCTS & SERVICE	480959	Paper products, cleaning supplies, liners	19001171 63110	Shop Supplies	\$469.91

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
						<b>Sub-Total</b>	<b>\$566.82</b>
	1030	J & D DOOR SALES, INC	123611	Hoover Residence-Door Repair	19001171 63120	Building Maintenance	\$689.00
	1323	MENARDS	21844	Batteries, light bulbs, emergency light, lumber	19001171 63120	Building Maintenance	\$262.12
	3380	AMAZON CAPITAL SERVICES	14XQ-QKR3-HTDM	Flush handle	19001171 63120	Building Maintenance	\$171.09
						<b>Sub-Total</b>	<b>\$1,122.21</b>
	1820	UNIQUE PRODUCTS & SERVICE	480959	Paper products, cleaning supplies, liners	19001171 68580	Grounds and Maintenance	\$187.08
						<b>Sub-Total</b>	<b>\$187.08</b>
					<b>Hoover</b>	<b>Total</b>	<b>\$4,287.29</b>
						<b>Grand Total</b>	<b>\$16,870.63</b>



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, NATURAL RESOURCES  
AND  
KENDALL COUNTY FOREST PRESERVE DISTRICT**

The parties to this Grant Agreement (Agreement) are the **State of Illinois** (State), acting through the undersigned agency (Grantor) and **Kendall County Forest Preserve District** (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.

DEPARTMENT OF NATURAL RESOURCES

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: \_\_\_\_\_  
Signature of Natalie Finnie, Director  
By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Authorized Representative  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Second Grantor Approver

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.

“Grantee Compliance Enforcement System” 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" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 Upon Execution and expires on 03/31/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$200,000.00, of which \$200,000.00 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):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is to be determined, the federal awarding agency is Federal Highway Administration, and the Federal Award date is To be Determined. 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 422-11-1154 and the CSFA Name is RTP - Recreational Trails Program (FY24). If applicable, the State Award Identification Number (SAIN) is RTP-24-0194.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and GDTLKWCBEV33 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 change, 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: 366006598 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 Governmental Unit.

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

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

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

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

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

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

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

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

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

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

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

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

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all

applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

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

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

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

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

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

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

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

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

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

Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

#### ARTICLE 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**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time-period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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 the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *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 adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also 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, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, 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 due 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 at least the threshold amount as set out in 2 CFR 200.501(a) 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 at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. 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 the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) 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 the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) 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 at least the threshold amount as set out in 2 CFR 200.501(a) 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 the threshold amount as set out in 2 CFR 200.501(a) 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 officer or 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.** Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are 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**

**PROJECT NAME:** Hoover-Fox River Bluffs Trail Connection

**PROJECT LOCATION:**

Trail: At the intersection of the Fox River and Eldamain Road, in Yorkville, Illinois 60545

Hoover Forest Preserve: 11285 West Fox Road Yorkville, IL 60560

Fox River Bluffs Forest Preserve: Edalmain Road, Yorkville, IL 60560

**DESCRIPTION:**

Kendall County Forest Preserve District is proposing a new Fox River regional trail connection between Hoover Forest Preserve on the east side of Eldamain Road with Fox River Bluffs Forest Preserve on the west side of Eldamain Road. 720 feet separate the property lines of the two preserves. Hoover Forest Preserve is located approximately 1.5 miles west of downtown Yorkville. The 8' wide crushed limestone trail will be approximately 3/4 of a mile long with an underpass near the south abutment of the Eldamain Bridge crossing at the Fox River. The connecting limestone trail will connect to Hoover Forest Preserve trails and include a 3/10-mile trail loop at Fox River Bluffs Forest Preserve. A future-phase trail project will complete a connection to the existing trail loop at Fox River Bluffs, with eventual regional trail connectivity to Silver Springs State Park. The new trail will connect to existing and extensive hiking, and designated biking and equestrian trails at Hoover Forest Preserve. This new trail will also connect to the Eldamain Road pedestrian bridge crossing over the Fox River and Subat Forest Preserve.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

This grant is funded through the Federal Highway Administration's (FHWA) Recreational Trails Program (RTP). It is funded 80% through RTP and 20% by the project sponsor (Grantee).

The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference.

A billing request must be submitted within nine (9) months after grant approval, and at least once every nine (9) months thereafter until the project is completed. Each billing is paid at 80% of its value with the remaining 20% being paid by the Grantee as the required match. Grantee shall be responsible for all costs deemed unallowable by the IDNR, and FHWA. Forms and instructions presented in the Implementation and Billing Requirements must be used.

Payment to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported on the Project Performance Report that is provided in the Implementation and Billing Requirement Packet.

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

If the grantee receives less than \$300,000 in grant funds or charges the grant less than \$25,000 for Force Account labor and/or non-bid labor/material purchase costs, the grantee will provide the IDNR with copies of any audits that report findings involving the RTP grant project.

Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the RTP grant as so specified in The National Recreational Trails Fund Act. Failure by the Grantee to submit the required final billing form and substantiating documentation within 90 days following the project expiration date will result in the Grantee forfeiting the final reimbursement and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).

**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: Jill Nation

Title: Conservation Grant Administrator

Address: 1 Natural Resources Way, Springfield, IL 62702

**GRANTEE CONTACT**

Name: David Guritz

Title: Executive Director

Address: 110 W. Madison Street, Yorkville, IL 60560

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address:

**FOR GRANT ADMINISTRATION**

<b><u>GRANTOR CONTACT</u></b>	<b><u>GRANTEE CONTACT</u></b>
Name: Jill Nation	Name: David Guritz
Title: Conservation Grant Administrator	Title: Executive Director
Address: 1 Natural Resources Way, Springfield, IL 62702	Address: 110 W. Madison Street, Yorkville, IL 60560
Phone: 217-785-4153	Phone: 630-553-4131
TTY#:	TTY#:
E-mail Address: jill.r.nation@illinois.gov	E-mail Address: dguritz@kendallcountyil.gov

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

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

Providing community members with an area that can be utilized by members of the general public for outdoor recreational use.

Periodic Reports. The grantee is required to submit the following periodic reports:

Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

Reporting Period	PPR and PFR Due Date
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

Failure to provide the Final Project Report. As required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

**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.

**SPECIFIC CONDITIONS**

ICQ Section: 03-Financial and Programmatic Reporting

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe: One year.



## 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. The signature of the Authorized Representative for the Grantor on the signature page of this Award is considered the Authorized Signatory for purposes of this Agreement. Any amendments or changes to this Agreement must be approved and signed by the Authorized Signatory.

### ARTICLE XXIV ILLINOIS WORKS JOBS ACT

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

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

### ARTICLE XXV ADDITIONAL BUDGET PROVISIONS

25.1. Restrictions on Discretionary Line-Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (1) ten percent (10%) of the Budget line item, or (2) one thousand dollars (\$1,000) of the Budget line item. Discretionary line-item transfers may not result in an increase to the Budget Total. Transfers above 10% of a line item, or over \$1,000 must be requested in advance and be approved by the Grantor.

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

26.1. **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 Grant Funds disbursed to it under this Agreement for costs determined ineligible,
- (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; and,
- (c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

26.2. **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 said date.

#### **ARTICLE XXVII ADDITIONAL MODIFICATION PROVISIONS**

27.1. **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. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. **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 E) must be completed during the Grant Term set forth in paragraph 2.1 herein. Extensions of the Award 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.

#### **ARTICLE XXVIII ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

28.1. **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 shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

28.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

#### **ARTICLE XXIX APPLICABLE STATUTES**

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

29.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. 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.

29.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall 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.

29.3. 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 shall 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).

29.4. Steel Products Procurement Act (30 ILCS 565 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 et seq).

#### **ARTICLE XXX ADDITIONAL MISCELLANEOUS PROVISIONS**

30.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept 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.

**ARTICLE XXXI  
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.

31.1. Applicable Taxes. 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.

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

**ARTICLE XXXII  
INCORPORATION**

32.1. Incorporation into Agreement. The full Uniform Application, Uniform Budget, Grant Manual, are hereby incorporated into this Agreement and therefore are a part of this Agreement.

### 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 XXXIII REPORT DELIVERABLE SCHEDULE

33.1. Periodic Reports. The grantee is required to submit the following periodic reports: Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

<u>Reporting Period</u>	<u>PPR and PFR Due Date</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

33.2. Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department as outlined in the Implementation & Billing Report.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

Failure to provide the Final Project Report. As required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

#### ARTICLE XXXIV EQUIPMENT REPORTS

34.1 Equipment Reports. Are due on December 31st during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (2 CFR 200.313)

#### ARTICLE XXXV REIMBURSEMENT OF COSTS INCURRED

35.1. Reimbursement Based Program. Grant funds are available on a reimbursement basis for

expenditures incurred by the Grantee during the grant term as identified in this Agreement. Costs incurred prior to the effective date of this Agreement, and costs incurred after the expiration date of this Agreement are not eligible for reimbursement.

**ARTICLE XXXVI  
FINANCIAL INFORMATION**

36.1 Cash Management. The Cash Management requirements and Interest requirements listed in Paragraphs 4.4 and 4.7 of PART ONE respectively do not apply as the federal funds of this agreement are only paid to the Grantee as reimbursement of prior project expenditures.

36.2 Timely Billing. The Timely Billing requirements listed in Paragraph 4.8 of PART ONE are modified to require the Grantee to submit billings at 9-month minimum intervals. The nine-month intervals begin on the date of the Director's award letter.

36.3 Project Costs. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Recreational Trails Program as so specified in 17 IL Adm. Code 3090 and in the National Recreational Trails Fund Act.

36.4 Payment. Any payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR following all instructions provided in the Implementation and Billing Packet.

36.5 Project Billings. Project billings shall be submitted to IDNR every 9 months at a minimum. Each billing is paid at 80% of its value with the remaining 20% being paid by the Grantee as the required match. Forms and instructions presented in the Implementation and Billing Requirements must be used.

36.6 Reimbursement. A project shall be deemed completed for grant payment when the Grantee submits a final certified development project billing form seeking final grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within 60 days following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.

36.7 Costs. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment.

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

36.9 Audit. The Project Sponsor (grantee), within 30 days of notification, shall provide the Department with a copy of any Project Sponsor agency-wide audit(s) covering the period of the RTP grant expenditures that report “findings” involving the herein referenced RTP project.

**ARTICLE XXXVII  
RTP SPECIFIC TERMS**

37.1 Term. For projects receiving grant assistance for development costs only, terms of this Part and the Grant Agreement shall no longer apply after the following time periods:

<u>Total Grant Award</u>	<u>Time Period After Final Billing</u>
\$1 to \$50,000	5 years
For every \$10,000 increment over \$50,000	Add 1 year

37.2 Covenant. For projects receiving acquisition grant assistance, a covenant must be placed on the acquired property deed at the time of recording that stipulates the property will be available for public RTP use or the site will revert to the IDNR.

37.3 Property. Property acquired or developed with RTP grant assistance shall (1) be operated and maintained in a safe and attractive manner for the benefit of recreational trails use without regard to sex, race, color, religious belief, or national origin, nor on the basis of residence, except to the extent that reasonable differences in admission or user fees may be imposed, and (2) not be converted to a use that prohibits RTP recreational trails use as specified herein without written approval from the IDNR. Specific actions regarded as conversions, although not inclusive, are as follows:

- (a) The sale or exchange of ANY portion of the project site or granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.
- (b) Any significant deviation from the approved project site plan or change, alteration or disposition of the project site to other than recreational trails use unless specifically authorized in this Agreement or by the IDNR.

37.4 Concessions. The Grantee may operate and/or construct appropriate facilities for disbursing food to the public and/or any other services as may be deemed necessary and appropriate, or may enter into a contract or agreement with responsible concessionaires to disburse food or provide any other service as may be desired by the public and the Grantee to enhance recreational trails use of the project site. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

37.5 Deviation/Conversion. It is hereby agreed and understood by the Grantee that any deviation or conversion of the project site from recreational trails use without IDNR approval shall be considered a breach of this Agreement resulting in either (1) the repossession and disposition of all land and equipment/materials purchased through the RTP grant or (2) the repayment of funds to the IDNR equal to the original grant amount disbursed to the Grantee or the property's certified fair market value at the time of non-compliance, whichever is deemed most appropriate by the IDNR.

37.6 Change in use. Should the real property purchased by the Grantee pursuant to this Agreement be used for any purpose other than those purposes contemplated in this Agreement, IDNR reserves the right to require the Grantee to purchase an alternative parcel of real property of equal or greater value other than the value of the property purchased with the grant funds received, and said alternative real property shall be subject to the same terms, covenants, and conditions imposed by this Agreement on the original parcel.

37.7 Subcontractor Requirements. The Grantee shall insert as an integral part of any publicly bid contract for the approved project work, the following provisions:

(a) The Contractor shall abide by and comply with all applicable local, State and federal laws and regulations relating to contracts involving public funds and the development / construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project work site.

(b) The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the IDNR from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, though, or by virtue of the construction and development of the specified project facilities.

(c) The Contractor shall abide by the "Employment of IL Workers on Public Works Act" (30 ILCS 570, sec 1-7) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the US Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer and DNR.

37.8 RTP Program Rules. IDNR and the Grantee agree to perform this Agreement in accordance with the federally funded Recreational Trails Program as created pursuant to the National Recreational Trails Fund Act and funded through the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and jointly administered by the IDNR and Illinois Department of Transportation; with the rules promulgated pursuant to these Acts, including applicable U.S. Department of Transportation regulations, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.



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

37.10 Grant Site. The Grantee shall be responsible for adequately patrolling the RTP grant site to ensure proper usage of the facility and user compliance with all State and local regulations. Failure of the Grantee to take corrective measures which bring the site into compliance or to help remedy complaints lodged by local citizens concerning misuse of the RTP grant site shall be grounds for a finding of program non-compliance and is subject to corrective measures by IDNR as deemed appropriate.

37.11 Insurance. During all times of operation of a motorized RTP grant site, the Grantee (excluding local political subdivisions) must possess insurance protection providing a minimum of \$1,000,000 per occurrence liability coverage.

37.12 Alcohol Prohibited. The possession, sale or consumption of alcoholic beverages on RTP assisted sites is expressly prohibited.

37.13 Intellectual Property. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.

37.14 Materials License. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.

37.15 Plans. Grantee will review and approve plans to ensure state and federal requirements are met.

37.16 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Grantee will ensure all acquisitions of rights-of-way comply with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and upon request, provide certification of compliance to Grantor. Grantor will provide assistance, and perform audits to the extent necessary, to assure validity of Grantee's certification of compliance with Titles II and III of the aforesaid Act.

37.17 Responsibility. Grantee shall assume responsibility for the administration, control, reconstruction, and maintenance of all multi-use trails, paths, and facilities constructed as part of this Agreement. Grantee shall require its sub-contractors to indemnify and hold the State of Illinois and its employees harmless from all claims for injuries and damages to persons or property relating to the use, maintenance, or reconstruction of the multi-use trails, paths, and facilities.

37.18 Design and Implementation. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by

reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles.

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

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

37.21 Appraisal. The Grantee shall provide to the IDNR for approval all land appraisals done per this Agreement PRIOR to commencing the project land acquisition.

37.22 IDNR Recognition. Project Signage & Publicity: Grantee agrees to post a "Recreational Trails Program" (RTP) grant acknowledgement sign at the grant-assisted site specified herein. At a minimum, the sign must include the following wording:

THIS TRAIL/FACILITY RECEIVED FUNDING ASSISTANCE  
THROUGH THE FEDERALLY FUNDED RECREATIONAL TRAILS PROGRAM  
ADMINISTERED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

37.23 Site Development Plan. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR, and made a part of Grantee's application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

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

37.25 Environmental Testing. Grantee acknowledges that Grantor has not and will not perform any environmental testing on any real property to be acquired with the grant funds or used in connection with this project. Grantee further assumes all responsibility for any and all environmental testing that may be necessary for the use of the property by the public. Environmental testing may include, but is not limited to, actions set forth in the American Society and Testing Materials (ASTM) Standard Practice for Environmental Site Assessments (ESA). Grantee assumes all liability and is solely responsible for any loss, damage, costs or expenses arising from Grantee's failure to conduct the necessary environmental testing and remediation of any environmental or human health risks.

**ARTICLE XXXVIII  
ACKNOWLEDGEMENT OF FUNDING SOURCE**

38.1 Funding Source/IDNR Recognition. The grantee shall give proper credit to the appropriate Fund and coordinate with the Department on any publication, written document, news article, television and radio release, interview or personal presentation, if initiated by the grantee, which refers to the project.

38.2 Signage. The grantee shall post a sign, include a logo or affix a decal, if practical and applicable, crediting the applicable Fund. Signs, logos and decals may be supplied by the Department. The IDNR will provide guidance to the grantee for posting of signs, logos and decals on projects awarded under this Fund.

**ARTICLE XXXIX  
BUILD AMERICA BUY AMERICA**

39.1 As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

39.2 The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

39.3 For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

Joseph Craig  
Archaeologist



April 21, 2025

**Mr. David Guritz**  
Director  
Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

*RE: Professional Service Proposal  
Phase II Cultural Resource Evaluation and Report  
Trail Route Addendum  
Archaeological Site 11KE829  
Hoover Forest Preserve  
Kendall County, Illinois*

**Dear David:**

Prairie Archaeology & Research is pleased to submit this Professional Services Proposal to conduct a Phase II cultural resource significance evaluation for the directly impacted portions of prehistoric archaeological site 11KE829 by the proposed and recently reconfigured Hoover Forest Preserve trail. The following presents the proposed scope of services and deliverables, the costs to complete the investigation, and the schedule to complete the project.

#### ***SCOPE OF SERVICES***

Prairie Archaeology & Research archaeologists will conduct a Phase II Cultural Resource Evaluation for National Register of Historic Places (NRHP) inclusion and an assessment of adverse impact to significant cultural deposits for the portion of archaeological site 11KE829. This evaluation and assessment will be confined to only the portions of the resource directly affected by the proposed trail and other improvements funded through the OSLAD grant administered and awarded by the Illinois Department of Natural Resources (IDNR).

The following presents a work plan to investigate and evaluate the impacted areas of the referenced archaeological site to determine if those portion of the site impacted by the proposed granted project meets the criteria for inclusion on the National Register of Historic Places (NRHP) and to ascertain if the proposed funded activity will result in an "adverse impact" to significant archaeological resources.

This proposal is divided into the following sub-tasks: Pre-Field Investigations Coordination and Literature Review, Archaeological Field and Laboratory Methods, and Cultural Resources Evaluation Report.

### ***SCOPE OF WORK***

#### **Task 1: Pre-Field Investigations Coordination and Literature Review**

Field investigations and reporting requirements will be coordinated with the Illinois Department of Natural Resources. The goal of early coordination is to receive concurrence with the regulatory agency in regard to field methods, laboratory methods, and data analyses prior to the implementation of field studies. In addition, a literature review of previous research conducted within or near the project area will be made before beginning fieldwork. Pre-field investigations will have three objectives: 1) to summarize the geomorphological, environmental, and cultural history of the area as they pertain to the evaluation of resources; 2) to summarize previous archaeological investigations; and 3) to a context within which the potential for inclusion on the National Register of Historic Places results of investigations can be assessed.

#### **Task 2: Archaeological Field and Laboratory Methods**

The proposed scope of the Phase II Cultural Resource Evaluation conforms to the recommendations of the Illinois Department of Natural Resources Historic Preservation Program.

Close Interval Screened Shovel Test: Close interval screened shovel probe excavations will be conducted within the APE of the site. Shovel probes will consist of the excavation of systematically placed holes at 5- to 10-meter intervals. Holes will measure about 30 centimeters in diameter. Soil will be passed through a 1/4-inch mesh screen. The objective of the screened shovel probes is to pinpoint areas of high artifact concentrations that may indicate the location of intact midden or subsurface cultural features.

Hand Excavations: Investigators will excavate a limited number of test units (up to 1-meter by 2-meter in size) that will be dispersed across the Area of Potential Effect (APE) within the site area. If possible, these test units will be placed in areas of greatest integrity and highest or higher than average artifact density, as determined by the results of the close-interval systematic screened shovel probe excavations. Units will be hand excavated and screened through ¼ -inch mesh to identify and recover artifacts. Units will be excavated in 10 cm levels below the ground surface. Test units will be excavated until cultural sterile pre-Holocene deposits are encountered (typically 20 to 30 cm below the surface). At the base of each level, the unit floor will be scraped and observed for indications of cultural deposits. Diagnostic artifacts or features will be documented on standardized unit-level forms. Artifacts recovered from the units will be bagged and issued a catalog number. Bags will be labeled with the project name, site number, unit number, catalog number, date, and name of the collector.

Cultural Deposit Excavations. If intact cultural deposits are identified, they will be assigned a number, mapped in plan view, and plotted on the site map. A representative sample of intact deposits or features will be cross-sectioned and excavated. Soil excavated from the deposit will be passed through a ¼-inch mesh screen. Artifacts recovered from the cultural deposit will be bagged and issued a catalog number. Bags will be labeled with the project name, site number, feature number, catalog number date, and name of the excavator. A profile of the deposit will be drawn and recorded. As required by the Illinois Department of Natural Resources, a 5 to 10-liter soil sample will be retained and processed to detect the presence of macro floral and faunal remains.

Site Mapping. Hand-excavated units and cultural deposit excavations will be plotted and recorded on the final site plan maps prepared for the report.

Photography. Digital photographs will be taken of the site, excavated units, cultural deposits, and selected artifacts. Representative photographs will be included in the final report.

Laboratory Methods. All cultural material recovered during investigations and greater in age than 50 years will be washed, sorted, and labeled. The objectives of cultural material analyses are: 1) to provide a tabulation and description of the artifacts; 2) to interpret these materials as indicators of activities conducted at the site by prehistoric and historic inhabitants; and 3) to provide a general chronological framework for site occupation. If human remains are recovered, then standard bio-anthropological analyses will be conducted. The level of analysis will be determined by the completeness and condition of the remains. All cultural material collected during cultural resource investigations will be curated at the Illinois State Museum's Research and Collections Center in Springfield, Illinois.

### **Task 3: Cultural Resources Investigation Report**

The results of the Phase II Cultural Resources Evaluation for the site will be submitted to the client in a format acceptable to the Illinois Department of Natural Resources. Following client approval, the Cultural Resources Investigation Report will be submitted to the IDNR for review and comment.

### ***COSTS***

The total cost to complete field excavations and the NRHP evaluation for archaeological site 11KE829 will be a fixed fee not to exceed \$12,420.00.

### ***SCHEDULE***

Prairie Archaeology & Research would be able to initiate investigations during May of 2025. The draft report will be submitted within 15 business days following the completion of the

fieldwork for client review. The final version of the report will be submitted to the client within 5 business days from the completion of the client's and agency's review of the draft report. With the approval of the client, standard archaeological resource reporting forms will be completed and submitted to the Illinois State Museum for approval prior to completing the final report.

Following your review and approval, PAR can initiate activities on your verbal authorization. And again, thank you for allowing PAR the opportunity to submit this proposal and please contact me at 217.544.4881 if you have any questions.

*Prairie Archaeology & Research, Ltd.*

A handwritten signature in black ink, appearing to read 'Joe Craig', with a stylized, flowing script.

Joe Craig  
Archaeologist