

AGENDA
COMMITTEE OF THE WHOLE
January 14, 2020
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

Trustee Brehmer – Chairperson
Trustee Glogowski
Trustee Spella
Trustee Sosine
Trustee Steigert
Trustee Jasper
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Presentation of the Community Survey**
4. **Community Development**
5. **General Administration**
 - A. Consider Amending Chapter 33, Increasing Class B-2 and Reducing Class E Liquor License by One
 - B. Consider an Intergovernmental Agreement with Illinois Department of Natural Resources for the Bike Path Grant
 - C. Consider Authorizing Financial Institutions as Designated Depositories
6. **Public Works & Safety**
 - A. Consider Certain Items as Surplus
 - B. Consider an Agreement with Water Well Solutions for Pulling Well No. 8, Preventative Maintenance and Reinstallation of the Pumping Equipment
 - C. Consider Amending the Algonquin Municipal by Adding Parking Restrictions When Parking in Electric Vehicle Charging Stations
7. **Executive Session**
8. **Other Business**
9. **Adjournment**



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: January 8, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager
Matthew Bajor, Management Intern

SUBJECT: *2019 Algonquin Community Survey*

In fall, staff began work on the seventh annual Algonquin Community Survey to residents of the Village. This survey was scientific in design and results are statistically-significant. This statement signifies that results can be used to make inferences about the entire population within a certain degree of accuracy.

Exactly 1,500 residents were randomly selected to complete the survey which was delivered via mail in late September. New this year, the Village offered an online option for residents to complete. The overall response rate was 16.1% with 242 residents responding anonymously.

The survey asked questions about quality of life measures, perceptions of safety, quality and importance of Village programs and services, performance of Village employees, and general demographic information.

The Algonquin Community Survey provides an enhanced means to:

- Foster a continuous improvement organizational culture
- Allocate budgetary resources using a data-driven approach
- Measure progress toward strategic goals
- Evaluate municipal services through the voice of our customers (residents)

A presentation of the results will be presented to the Committee of the Whole at their meeting on January 14. Additionally, a full report will also be provided to the Village Board (which will also be online at www.algonquin.org/survey) to augment the presentation.

Please do not hesitate to contact us with any questions.

Attachment (1)

- Executive Summary



THE VILLAGE OF
ALGONQUIN
ILLINOIS

**Algonquin Community Survey 2019
Report of Results**

Background

This report consists of the results from the sixth annual Algonquin Community Survey which was conducted in 2019. Goals of the survey are to evaluate municipal services and resident's perceptions of the community, identify trends, and develop strategies for future service delivery. Project information and historic reports are available at: www.algonquin.org/survey.

Project Summary

In September 2019, the Algonquin Community Survey was sent to randomly selected households in the community. Village staff was responsible for designing, administering, tabulating, and reporting the results of the Algonquin Community Survey. All Village department heads were given an opportunity to review draft versions. Every year, the Algonquin Community Survey instrument is reviewed and evaluated to determine any necessary modifications in the survey format needed to accurately capture resident opinions, while maintaining its integrity for meaningful year-to-year analysis.

The three-page survey was mailed to 1,500 randomly selected households on September 22, 2019.* Households were given 22 days to complete and return the survey. During the fall months of 2019, staff entered raw data into Microsoft Excel. Following entry into Excel, data was analyzed and various cross-tabulations were performed. Cross-tabulations allow users the ability to "drill down" within the results to see how certain segments of the population responded. For example, results can be broken down by age, gender, location of household, and length of residency. This information is useful in identifying underlying trends.

**The survey instrument was also available for residents to complete online. Residents that received survey instruments were also given unique identifiers that allowed them to access the survey. The results from the online version were formatted such that they aligned with the questions and answers in the mailed survey instrument. The feedback from both surveys was combined for calculations.*

Sample

This survey included a random sample of 1,500 households. The Village's water/sewer utility billing database and listing of all multi-family residential units were used to generate this sample.

Margin of Error

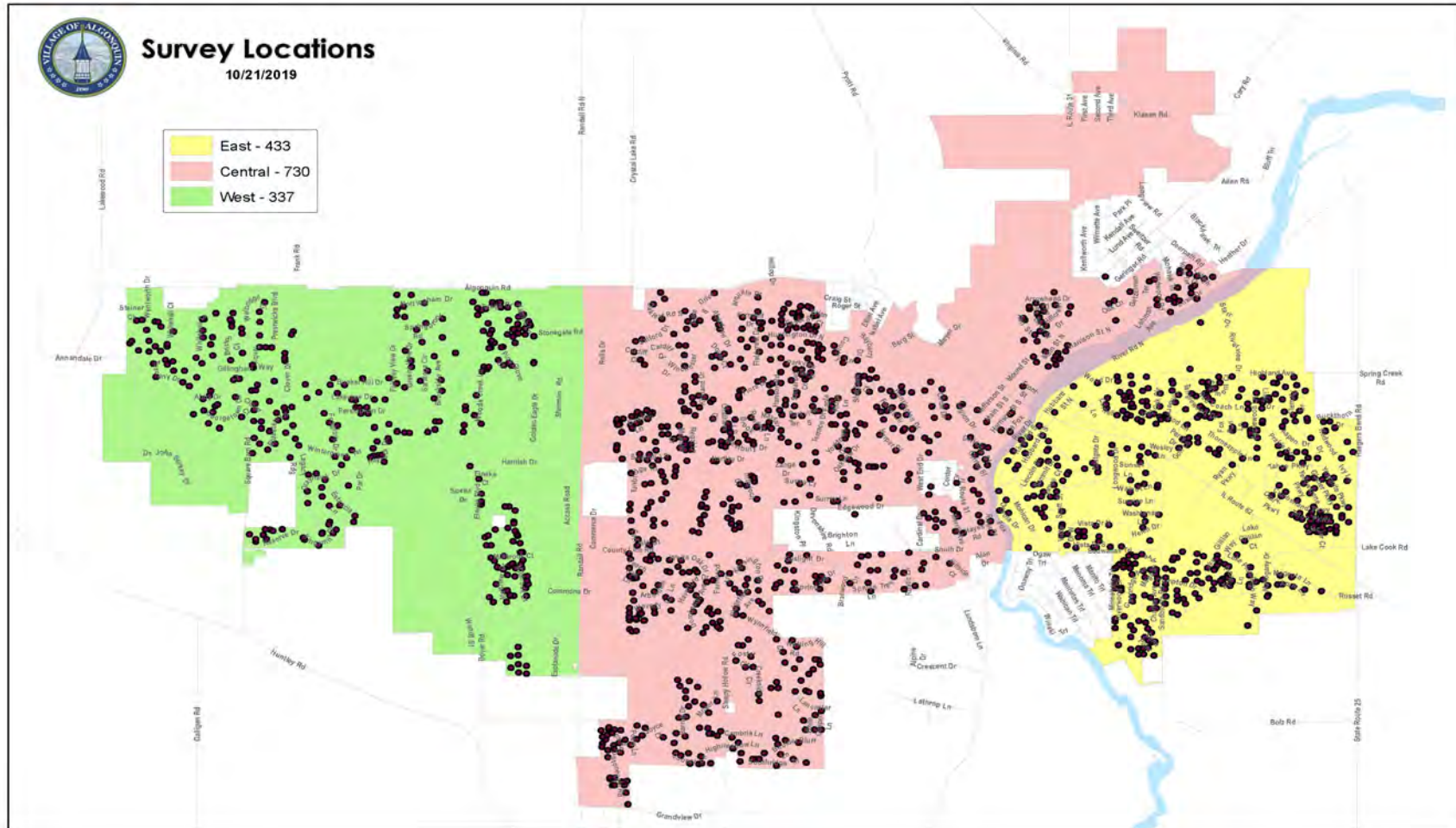
The Algonquin Community Survey was conducted with a 90% confidence level and a margin of error of 5.2%, plus or minus. Based on the survey responses received, 90% of the time, the results of a survey should differ by not more than 5.2% in either direction from what would have been obtained by surveying all households in Algonquin's population base.

Report

This report summarizes the results for each question in the survey and reports on any variances in attitude or perception where significant among demographic subgroups. This survey also reports year-to-year comparisons to help identify trends and changes.



Sample Distribution and Response Rate



Of the 1,500 surveys distributed, 242 were returned for a 16.1% overall response rate. Further delineating response rate by geography, households East of the Fox River had a 16.7% response rate, households west of the Fox River and east of Randall Road had a 16.7% response rate, and households west of Randall Road had a 13.9% response rate. A total of seven respondents did not indicate in what area of Algonquin they resided.

Executive Summary

Quality of Life

The Village of Algonquin earns its reputation as the "Gem of the Fox River Valley" by providing quality services and amenities to the community. This category asks residents to evaluate the overall quality and image of Algonquin, as well as Algonquin as a place to live, work, and play. **The top rated measure in this category is Algonquin as a Place to Live, receiving a positive (Good or Excellent) rating of 94.6% by respondents.** The next top two rated measures are: Your Neighborhood as a Place to Live (93.8%) and Algonquin as a Place to Raise Children (93.3%).

This year, the bottom most rated measures in this category are: Traffic Flow on Major Streets (25.2%), Ease of Car Travel in Algonquin (38.2%), and Employment Opportunities (50.4%).

Public Safety

Ensuring public safety is one of the most critical charges of municipal government. **The results of the Algonquin Community Survey indicate the vast majority of Algonquin residents feel safe in their neighborhoods. The top rated measure in this category is Responding to Citizen Calls (94.0%).** The next top two rated measures are: 911 Services (93.4%) and Crime Prevention (92.3%).

This year, the bottom most rated measures is Traffic Enforcement (72.7%).

Public Works/Infrastructure

Residents were asked to rate the quality of Public Works and infrastructure-related services in Algonquin. **The top rated measure in this category is Snow/Ice Removal (88.1%).** The following top two rated measures are: Street Lighting (85.9%) and Sewer Services (85.0%).

The bottom most rated measures in this category are: Stormwater Drainage (71.2%), Drinking Water (71.6%), and Street Improvement (75.7%).

The Village of Algonquin has 256 miles of municipal-owned and maintained streets, 21 park sites, 165 miles of water mains, and 137 miles of sanitary sewer.

Parks/Recreation

Parks and recreational services add to the high quality of life that Algonquin residents enjoy. **The top rated measure in this category is Swimming Pool Facility (92.3%).** The following top two rated measures are: Overall Parks/Recreation (90.5%) and Parks Maintenance (87.4%).

The bottom rated measures in this category are: Recreation Programs (78.1%), Recreation Facilities (81.1%), and Special Events (82.4%).

The Village of Algonquin owns and maintains all parks within the Village limits. Algonquin Recreation provides activity programs and special events at these parks and other facilities, including Historic Village Hall and the Lions-Armstrong Memorial Pool. Additionally, Barrington Hills Park District, Dundee Township Park District, and the Huntley Park District serve portions of Algonquin.

Community Development

The Community Development Department is responsible for planning/zoning, building permitting, economic development, and code enforcement. **The top rated measures in this category are Ease/Efficiency of Obtaining Permits (85.6%).** The next top two rated measures are: Overall Community Development (84.3%) and Economic Development (81.9%).

The bottom most rated measures are Land Use, Planning/Zoning (71.2%) and Code Enforcement (79.3%).

In calendar year 2018, the Community Development Department issued 3,163 building permits. In 2019, the Department issued 2,925 building permits.

General Services

This section of the Algonquin Community Survey asked respondents to evaluate services and programs ranging from the Village newsletter to promoting the Village to attract visitors. **The top rated measure in this category is Online Payment Options (93.0%).** The next top two rated measures are: Yard Waste Collection (91.4%) and Algonquin e-News (91.3%).

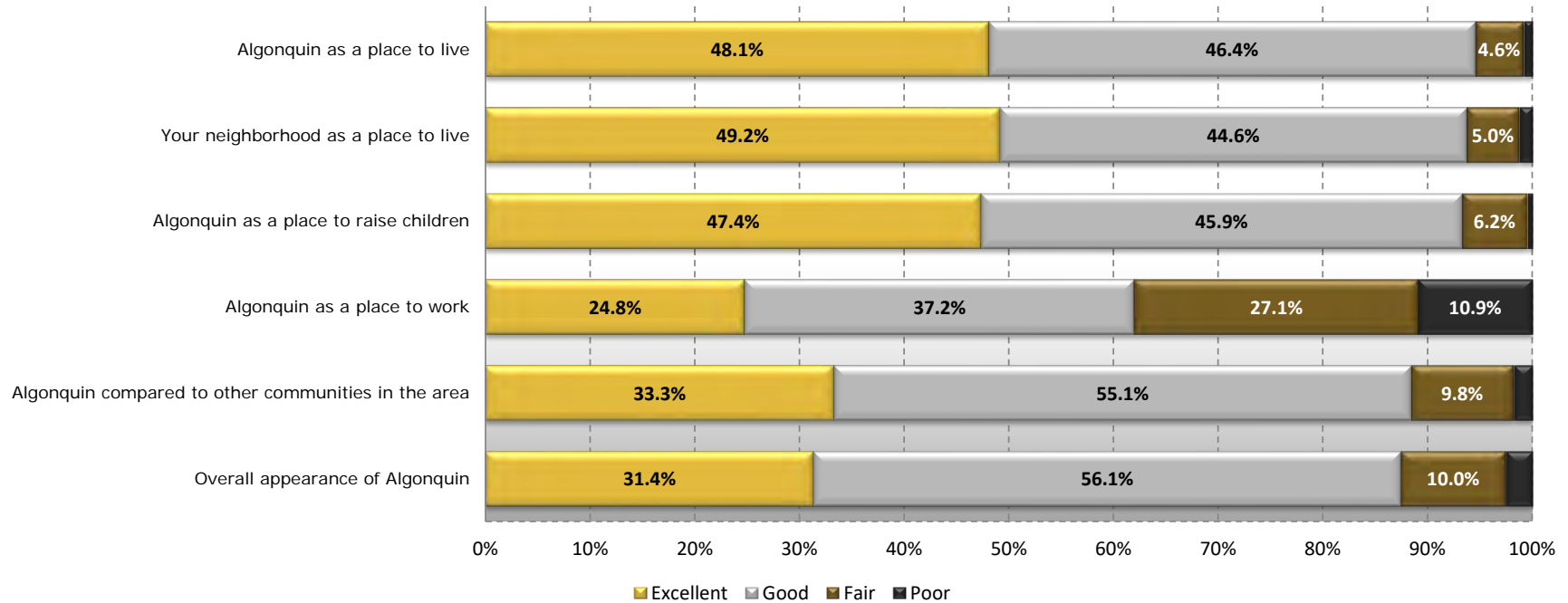
The bottom most rated measure is Promoting Village to Attract Visitors (75.8%).

Customer Service

Overall, employee interaction was rated overwhelmingly Excellent or Good in all three evaluation categories: knowledgeable (88.1%), responsive (84.6%), and courteous (92.4%). **Overall, 89.5% residents rated their interactions with Village employees as positive.**



Quality of Life in Algonquin

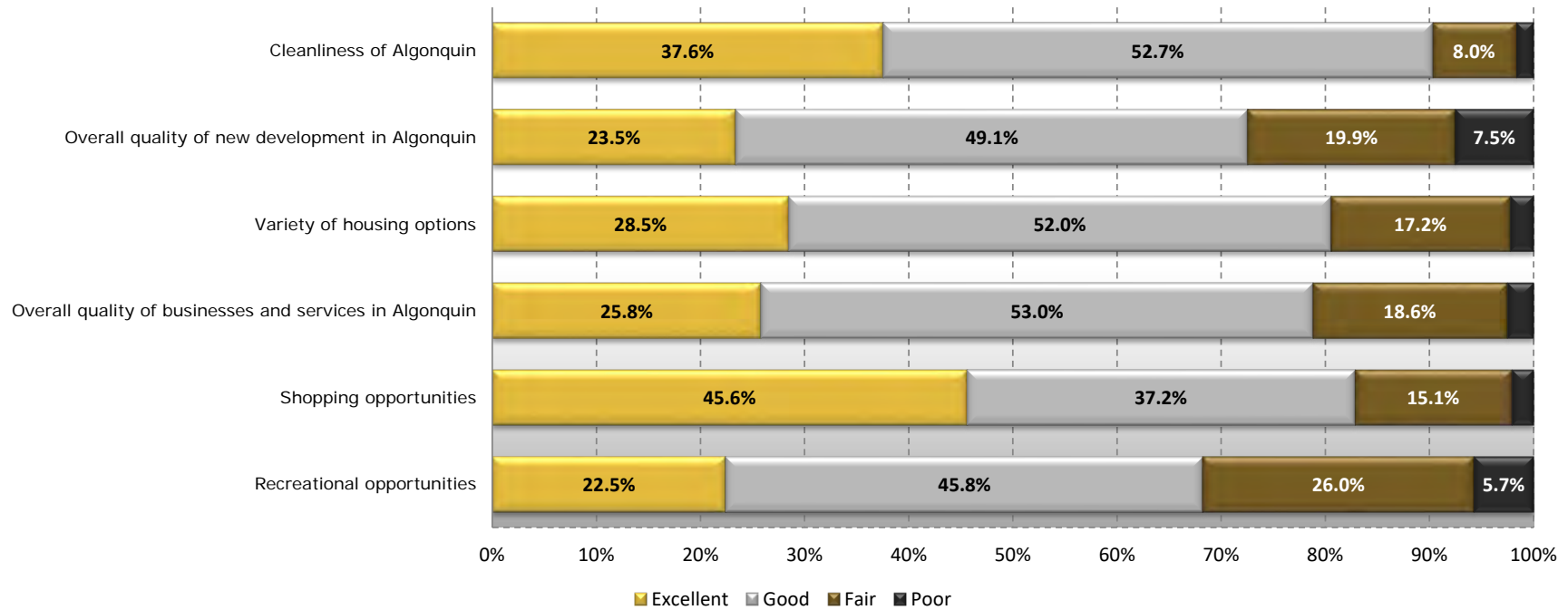


The above chart illustrates the first of four charts that quantify perceptions of quality of life in Algonquin. The term "positive" will be used as a combination of both "excellent" and "good" ratings. **94.6% of respondents rated Algonquin positively as a Place to Live.** In 2018, 86.7% of respondents rated this measure positively.

An area of concern is Algonquin as a Place to Work, which received a significant number of Fair (27.1%) and Poor (10.9%) ratings. This measure also received a significant number of Fair (29.9%) and Poor (11.1%) ratings in 2018. However, this measure has also shown an increase in positive ratings since 2018 (+1.6%) and inception of the survey (+9.1%).

The biggest change from 2018 to 2019, in this section, is Overall appearance of Algonquin (+9.2%), an increase from 2018.

Quality of Life in Algonquin (Part 2)

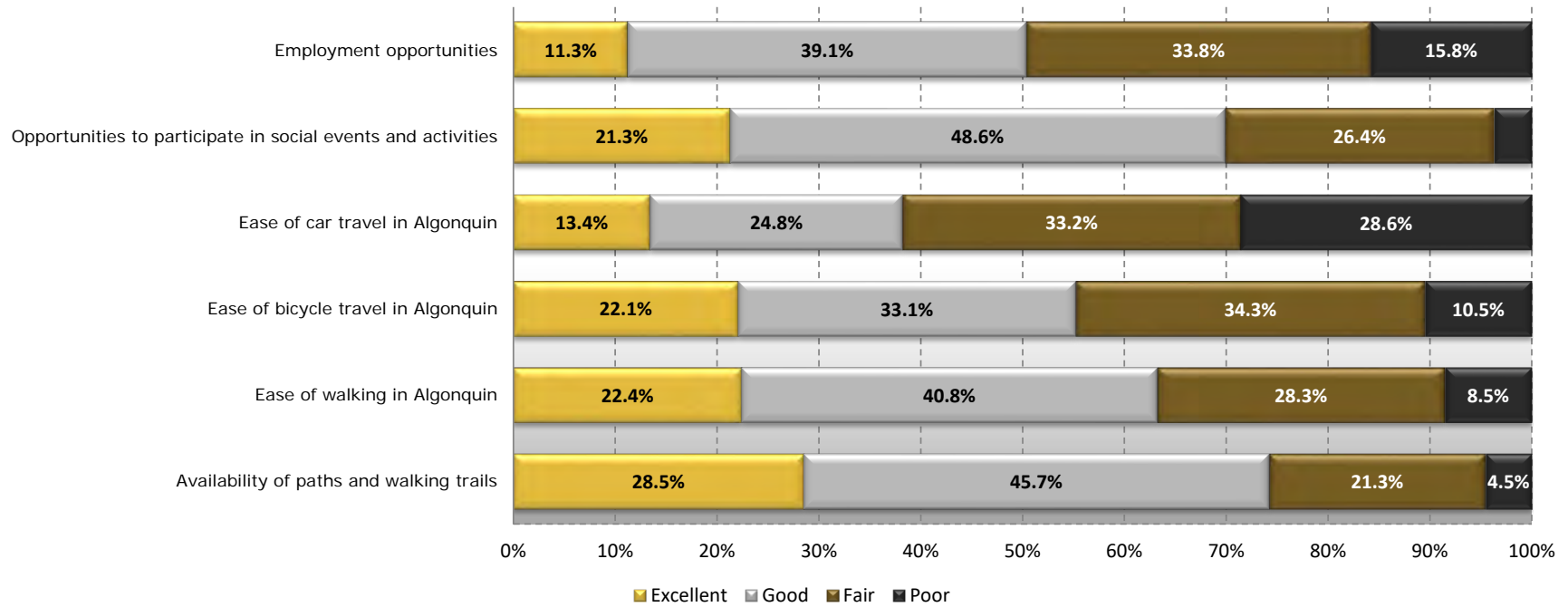


The above chart illustrates the second of four charts that quantify perceptions of quality of life in Algonquin. **90.3% of respondents rated the Cleanliness of Algonquin as positive.** In 2018, of 83.3% respondents rated this measure positively.

An area of concern is Recreational Opportunities, which received a significant number of Fair (26.0%) and Poor (5.7%) ratings. This measure also received a significant number of Fair (24.6%) and Poor (8.2%) ratings in 2018. This measure also received a significant number of Fair (29.9%) and Poor (11.1%) ratings in 2018. However, this measure has also shown an increase in positive ratings since 2018 (+1.1%) and inception of the survey (+8.4%).

The biggest change from 2018 to 2019, in this section, is Cleanliness of Algonquin (+7.1%), an increase from 2018.

Quality of Life in Algonquin (Part 3)

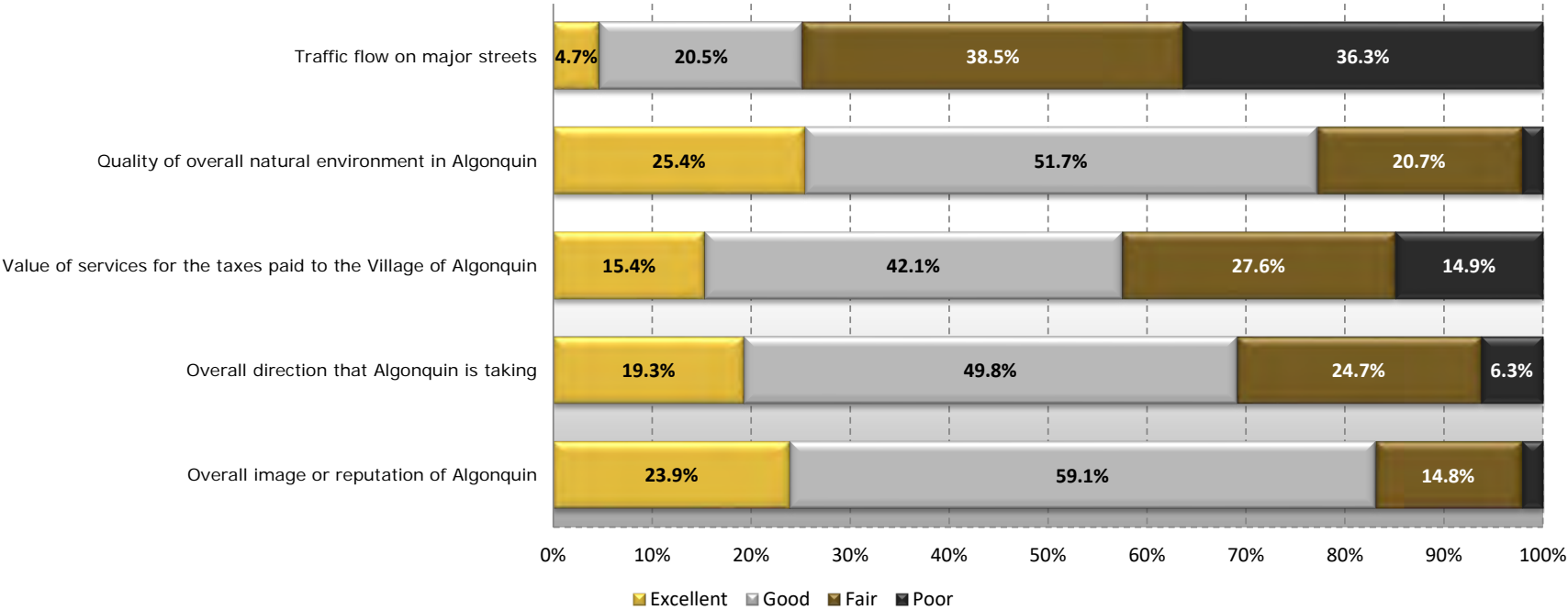


The above chart illustrates the third of four charts that quantify perceptions of quality of life in Algonquin. **74.2% of respondents rated the Availability of Paths and Walking Trails positively.** In 2018, 71.4% of respondents rated this measure positively.

An area of concern is Ease of Car Travel in Algonquin, which received a significant number of Fair (33.2%) and Poor (28.6%) ratings. This measure also received a significant number of Fair (35.3%) and Poor (16.4%) ratings in 2018.

Additionally, Ease of Car Travel in Algonquin was the biggest change from 2016 to 2017 (-10.1%), in this section, a decrease from 2018.

Quality of Life in Algonquin (Part 4)

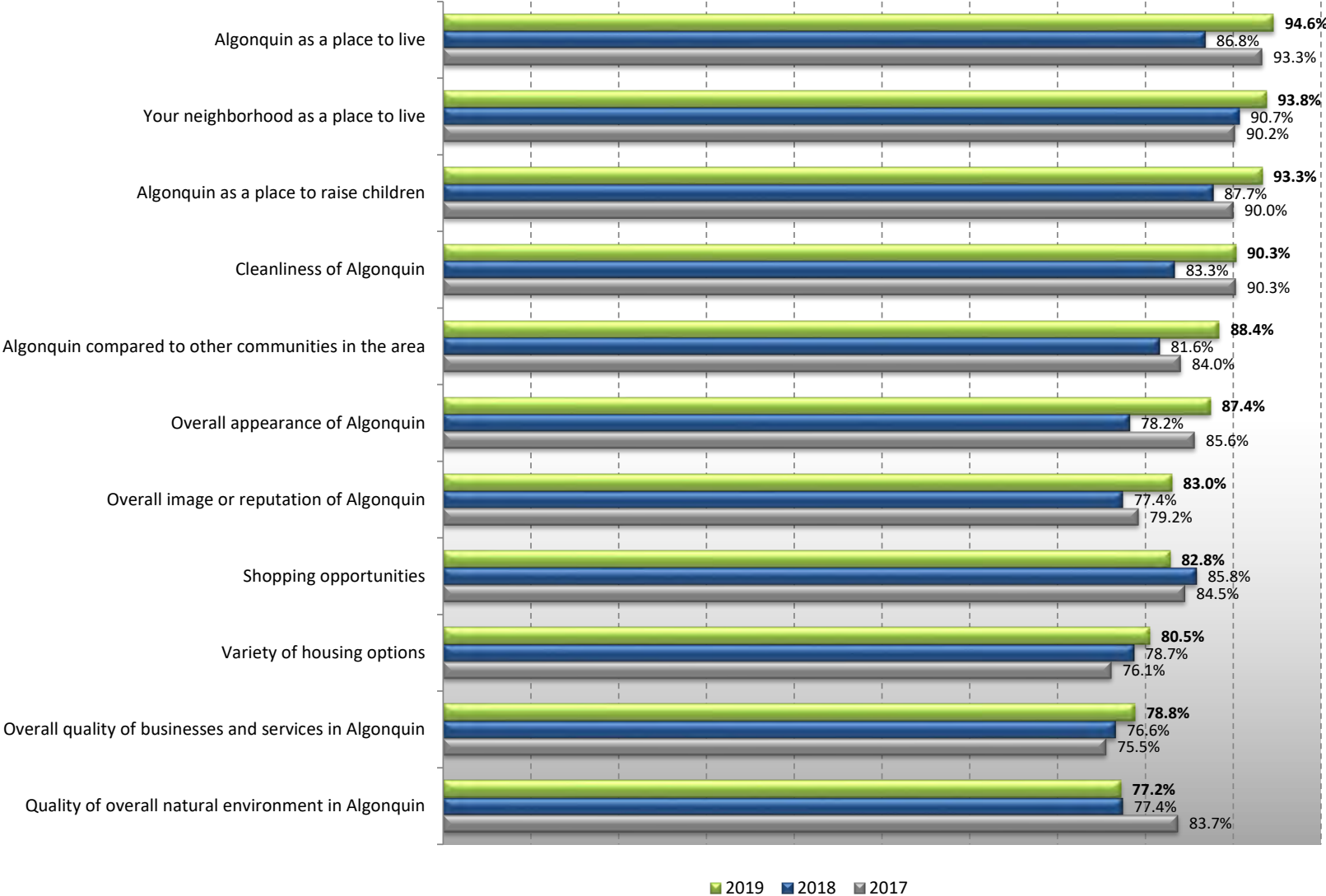


The above chart illustrates the last of four charts that quantify perceptions of quality of life in Algonquin. **83.0% of respondents rated the Overall Image or Reputation of Algonquin as positive.** In 2018, 77.4% of respondents rated this measure positively.

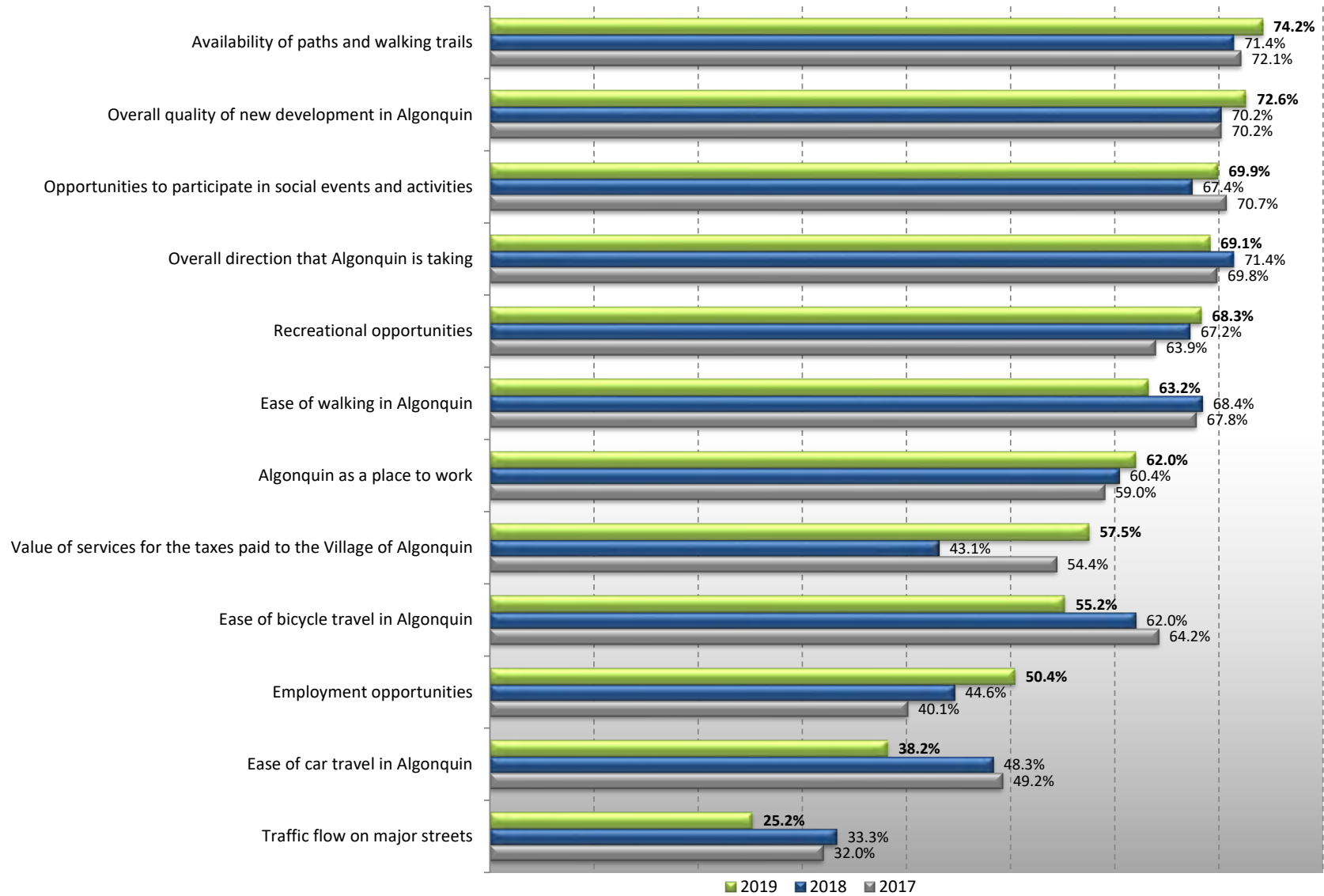
An area of concern is Traffic Flow on Major Streets, which received a significant number of Fair (38.5%) and Poor (36.3%) ratings. This measure also received a significant number of Fair (38.7%) and Poor (27.9%) ratings in 2018. However, it is important to note that streets such as Algonquin Road, Main Street, and Randall Road are considered "major" and are maintained by either the Illinois Department of Transportation or the Kane or McHenry County Division of Transportation, depending on location.

The biggest change from 2018 to 2019, in this section, is Value of Services for the Taxes Paid to the Village of Algonquin (+14.4%), an increase from 2018.

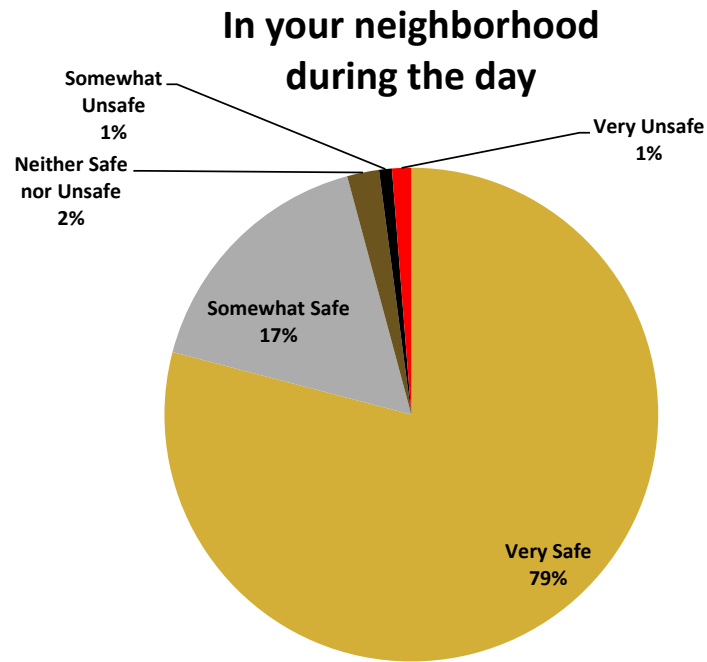
Quality of Life Year-to-Year Positive Rating Comparison: 2017 - 2019



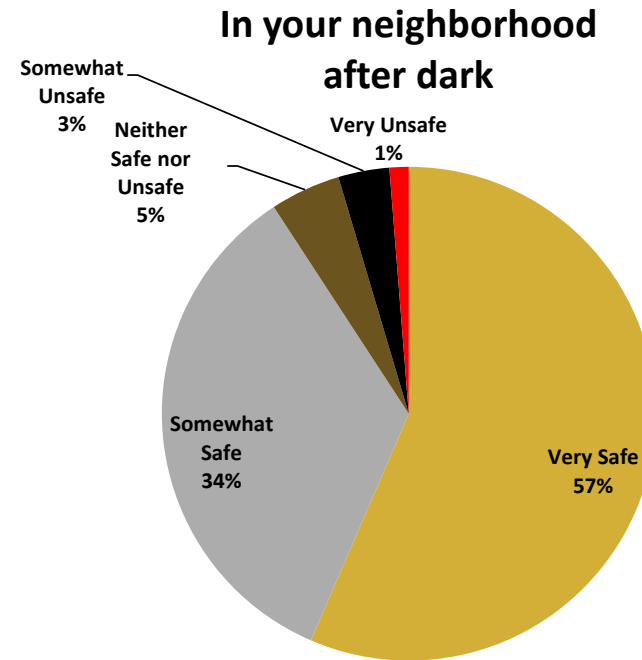
Quality of Life Year-to-Year Positive Rating Comparison: 2017 - 2019 (Part 2)



Public Safety: How Safe Do You Feel...

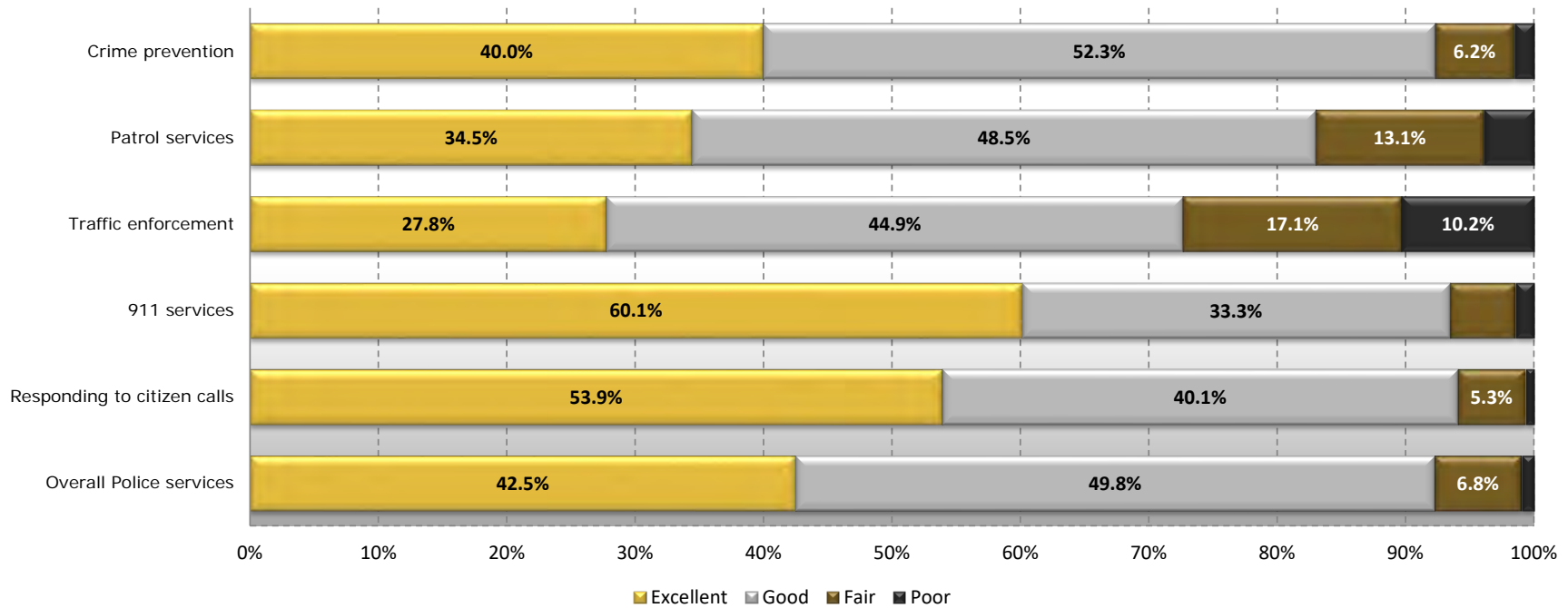


The above chart illustrates respondents' ratings as to how safe they feel in their neighborhood during the day. **Overall, 96% of respondents indicated that they feel either Very Safe or Somewhat Safe.** Around 2% of residents reported feeling less than safe during the day.



The above chart illustrates respondents' ratings on how safe they feel in their neighborhood after dark. **Overall, 91% of respondents indicated that they feel either Very Safe or Somewhat Safe.** Around 4% of the respondents state that they feel less than safe in their neighborhood after dark.

Quality Ratings: Police/Public Safety Summary

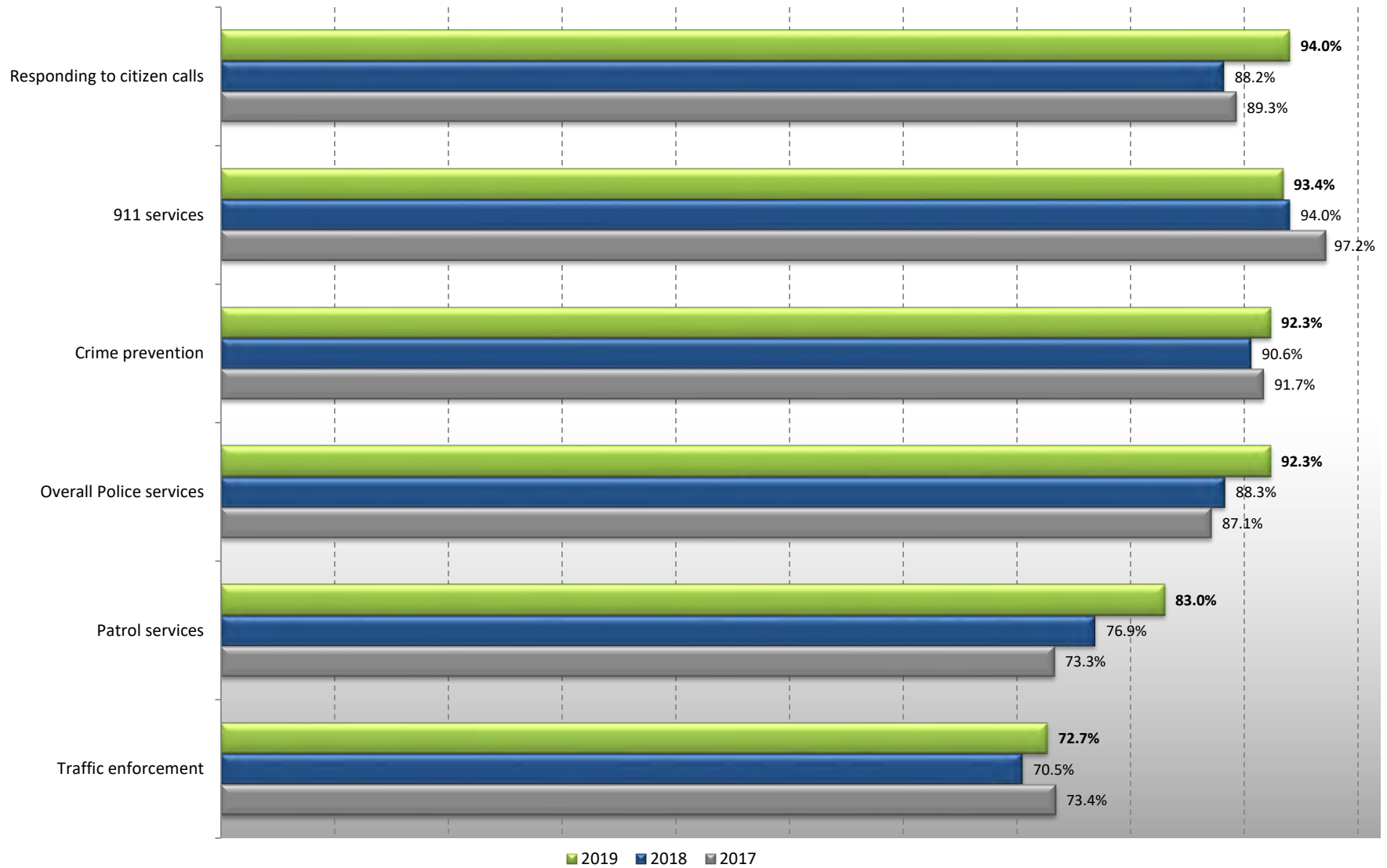


The above chart illustrates quality ratings related to police and public safety services. **94.0% of respondents rated Responding to Citizen Calls as positive.** In 2018, 88.2% of respondents rated this measure positively.

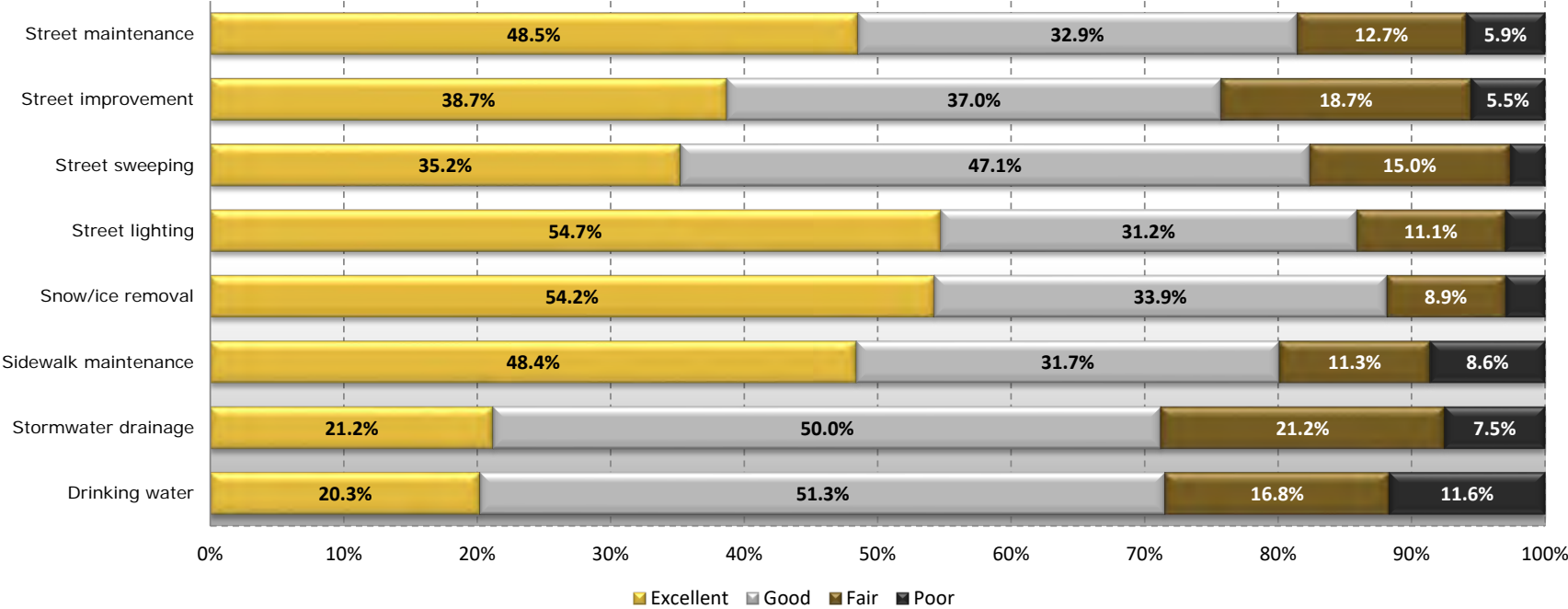
An area of focus is Traffic Enforcement, which received a significant number of Fair (17.1%) and Poor (10.2%) ratings. This measure also received a significant number of Fair (23.0%) and Poor (6.6%) ratings in 2018.

The biggest change from 2018 to 2019, in this section, is Patrol Services (+6.1%), an increase from 2018.

Police Year-to-Year Positive Rating Comparison: 2017-2019



Quality Ratings: Public Works/Infrastructure Summary

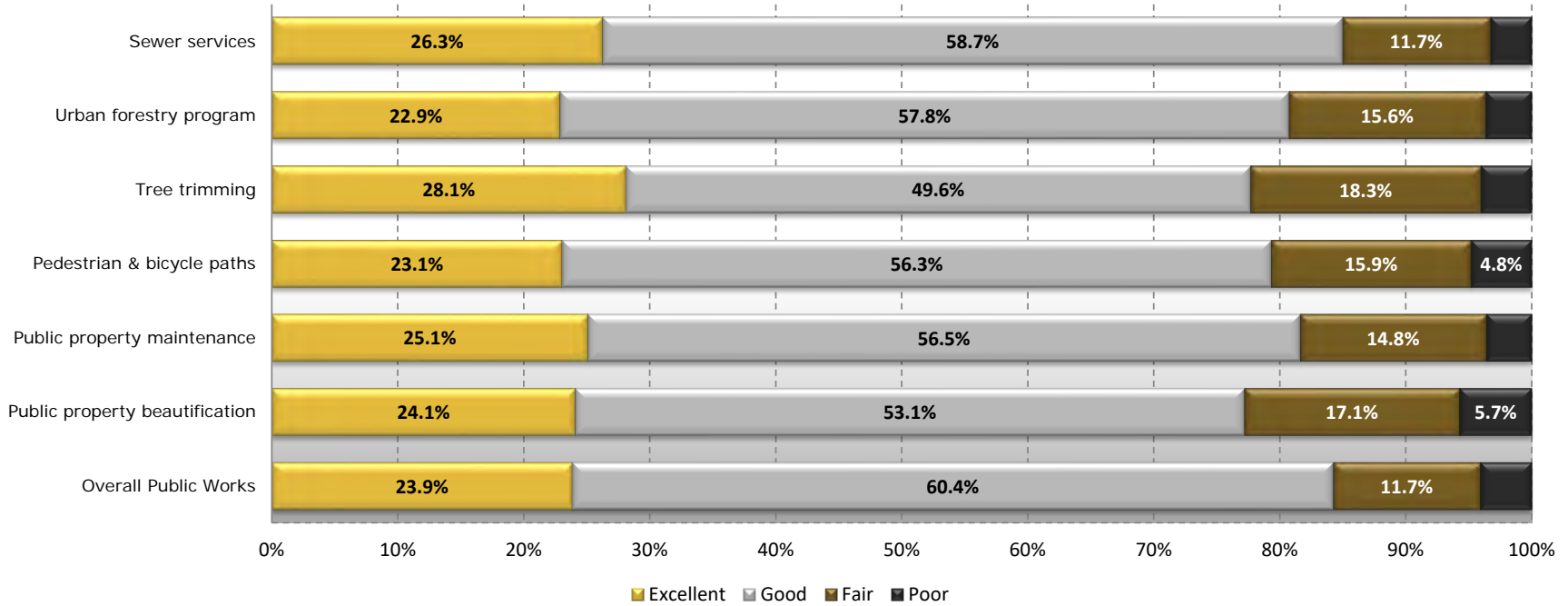


The above chart illustrates quality ratings related to public works and infrastructure services. **88.1% respondents rated Snow/Ice Removal as positive.** In 2018, 73.7% of respondents rated this measure positively.

An area of focus is Stormwater Drainage, which received a significant number of Fair (21.2%) and Poor (7.5%) responses. This measure also received a significant number of Fair (19.7%) and Poor (8.3%) ratings in 2018.

The biggest change from 2018 to 2019, in this section, is Street Maintenance (+16.1%), an increase from 2018.

Quality Ratings: Public Works/Infrastructure Summary (Part 2)

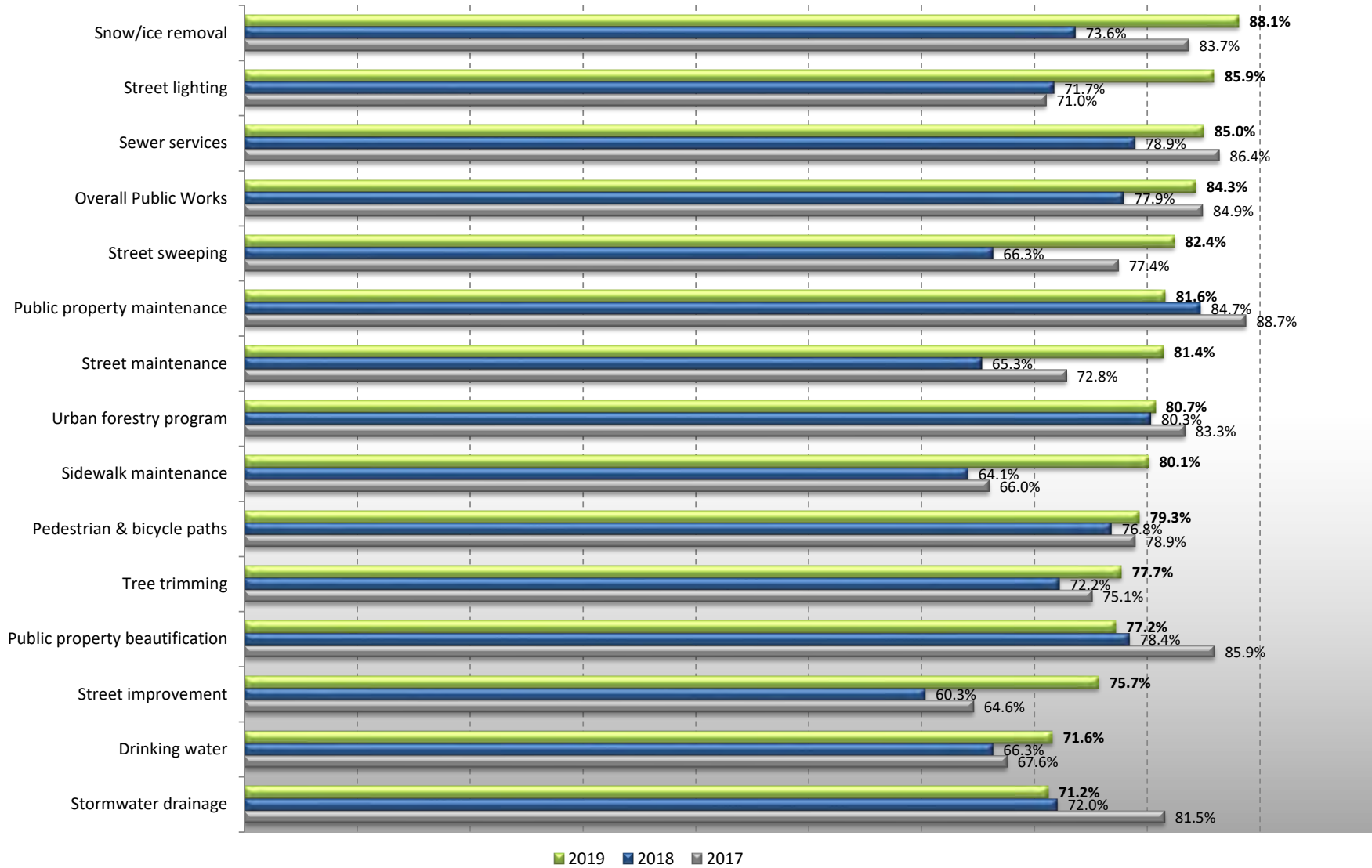


Above is another chart that illustrates quality ratings related to public works and infrastructure services. **88.7% of respondents rated Sewer Services as positive.** In 2018, 78.9% of respondents rated this measure positively.

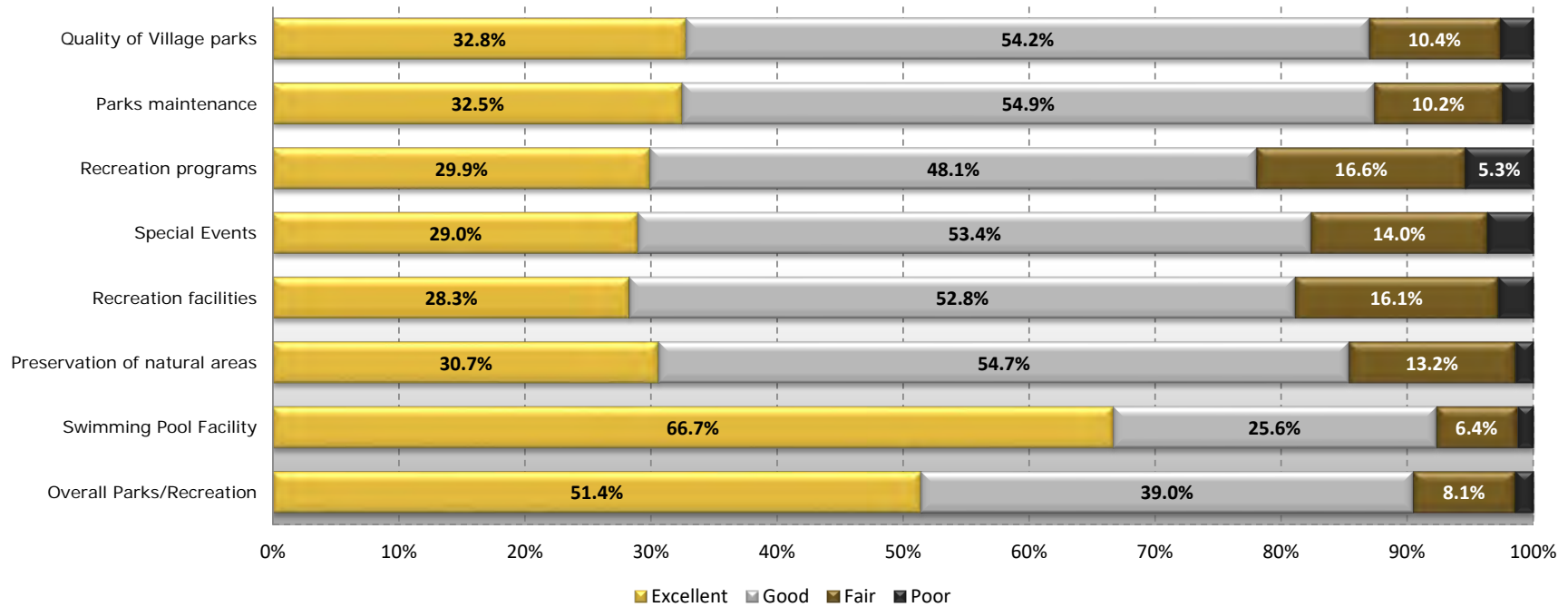
An area of focus is Tree trimming, which received a significant number of Fair (18.3%) and Poor (4.0%) responses. This measure also received a significant number of Fair (17.6%) and Poor (10.2%) ratings in 2018. However, this measure has also shown an increase in positive ratings since 2018 (+5.5%) and inception of the survey (+3.3%).

The biggest change from 2018 to 2019, in this section, is Overall Public Works (+6.4%), an increase from 2018.

Public Works Year-to-Year Positive Rating Comparison: 2017 - 2019



Quality Ratings: Parks/Recreation

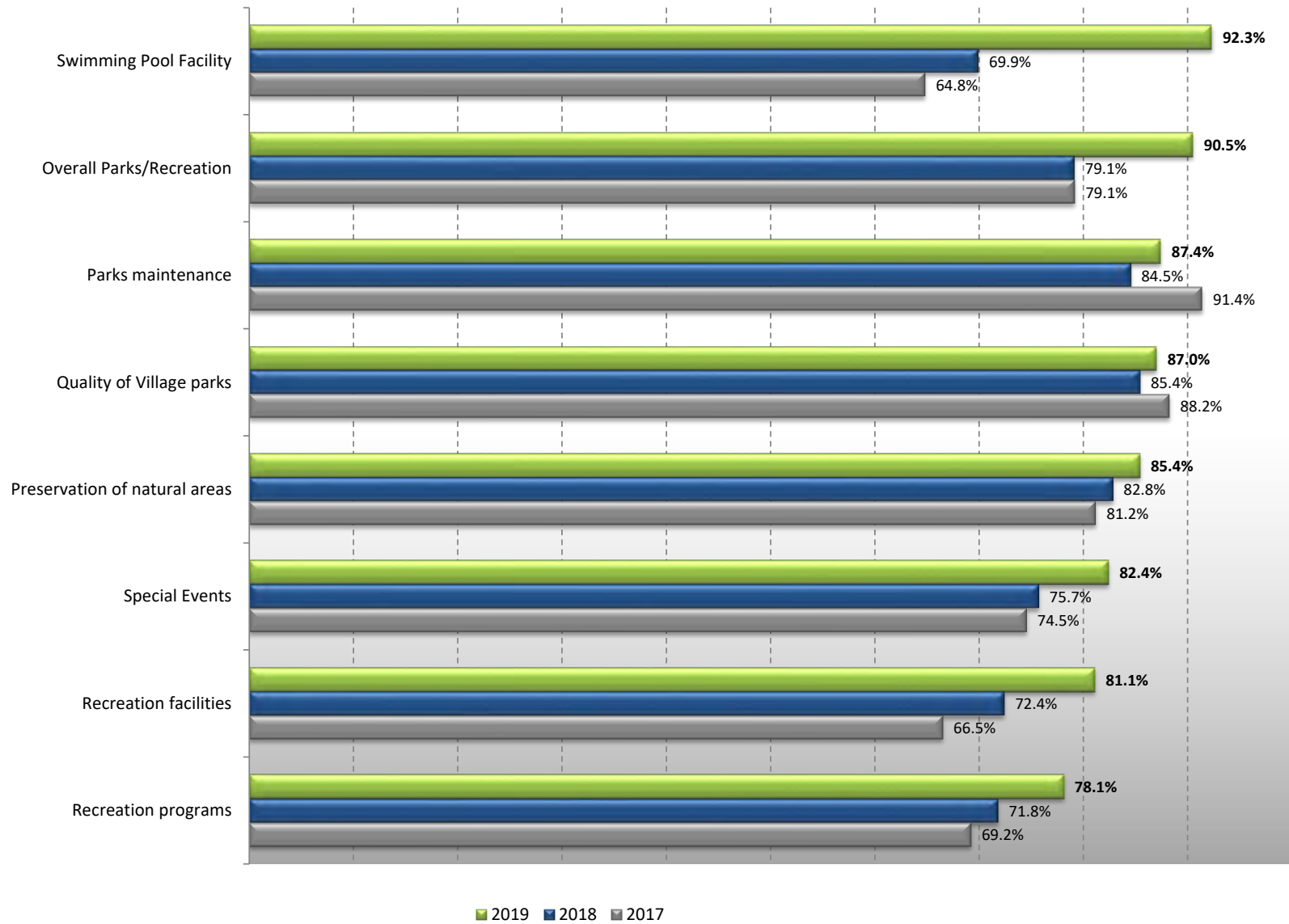


The above chart illustrates quality ratings related to parks and recreation services. **Overall Parks/Recreation was rated high with 90.5% of respondents rating it positive.** In 2018, 79.4% of respondents rated this measure positively.

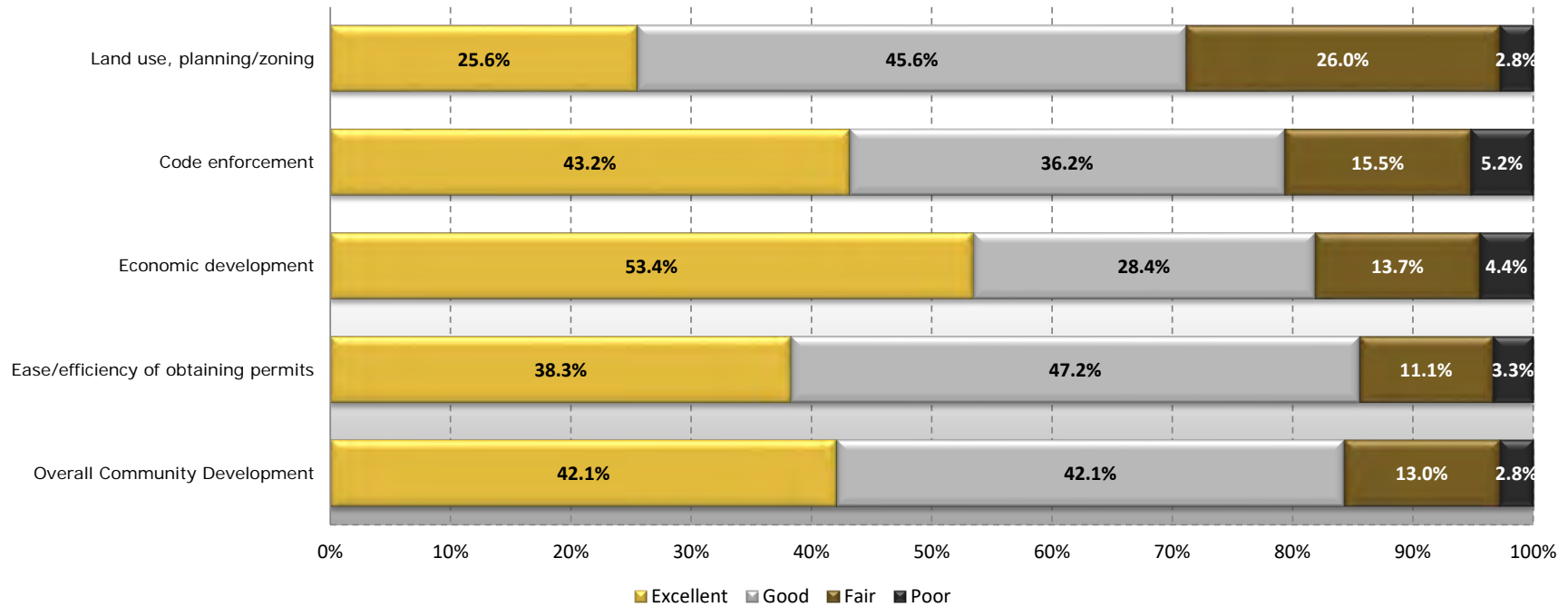
An area of focus is Recreation Programs, which received a significant number of Fair (16.6%) and Poor (5.3%) responses. This measure also received a significant number of Fair (23.5%) and Poor (4.7%) ratings in 2018. However, this measure has also shown an increase in positive ratings since 2018 (+6.3%) and inception of the survey (+8.0%).

The biggest change from 2018 to 2019, in this section, is Swimming Pool Facility (+22.4%), an increase from 2018.

Parks/Recreation Year-to-Year Positive Rating Comparison: 2017 - 2019



Quality Ratings: Community Development

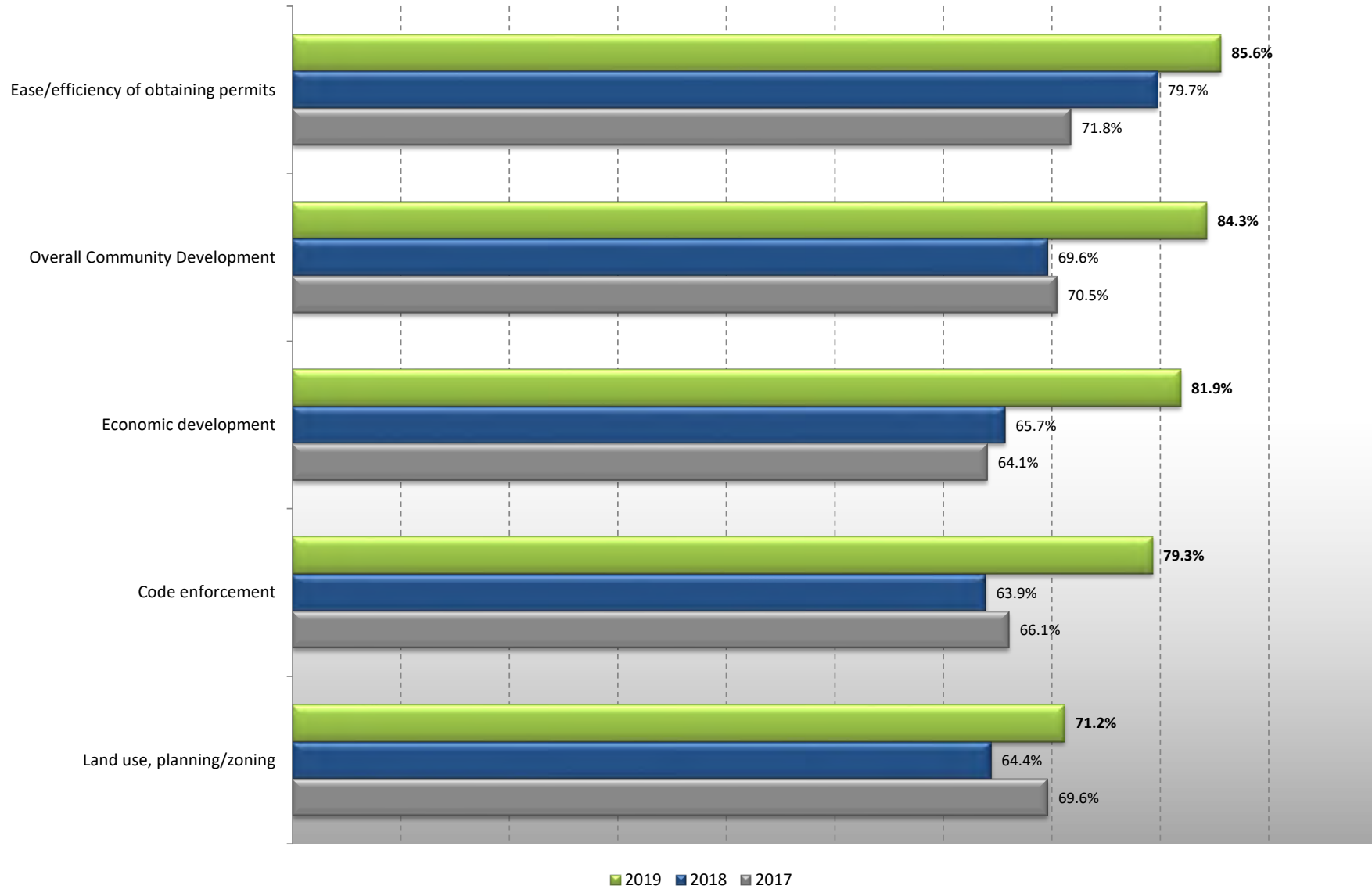


The above chart illustrates quality ratings related to community development services. **85.6% of respondents rated Ease/Efficiency of Obtaining Permits as positive.** In 2018, this measure was rated positively by 79.7% of respondents.

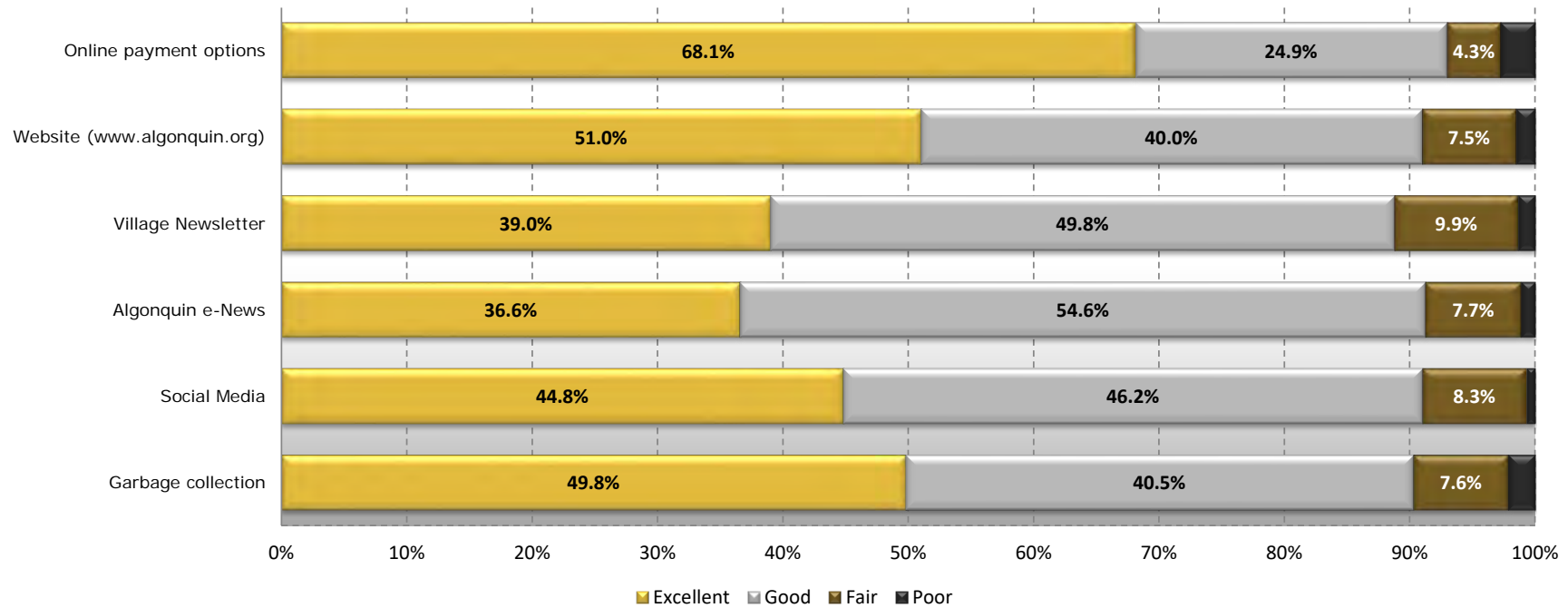
An area of focus is Land Use, Planning/Zoning, which received a significant number of Fair (26.0%) and Poor (2.8%) responses. This measure also received a significant number of Fair (25.8%) and Poor (9.8%) ratings in 2018.

The biggest change from 2018 to 2019, in this section, is Economic Development (16.2%), an increase from 2018.

Community Development Year-to-Year Positive Rating Comparison: 2017 - 2019



Quality Ratings: General Services

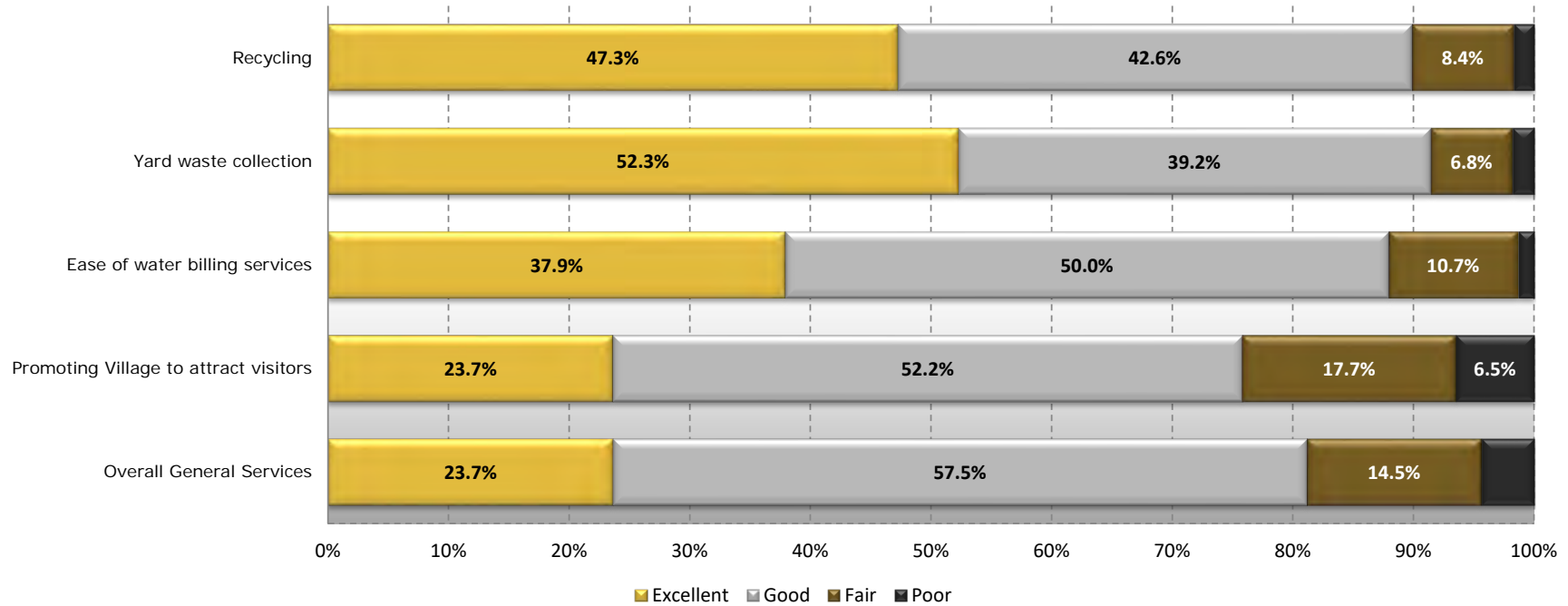


The above chart illustrates the first of two groupings of quality ratings related to general services. **Online Payment options received the highest rating in this category with 93.0% of respondents rating this as positive.** In 2018, 92.8% of respondents rated this measure positively.

The lowest rating (88.8%), in this section, is the Village Newsletter. However, the combination of Fair (9.9%) and Poor (1.3%) ratings is insignificant. This measure received similar ratings for Fair (11.7%) and Poor (0.4%) ratings in 2018.

The biggest change from 2018 to 2019, in this section, is Social Media (+12.6%), an increase from 2018.

Quality Ratings: General Services (Part 2)

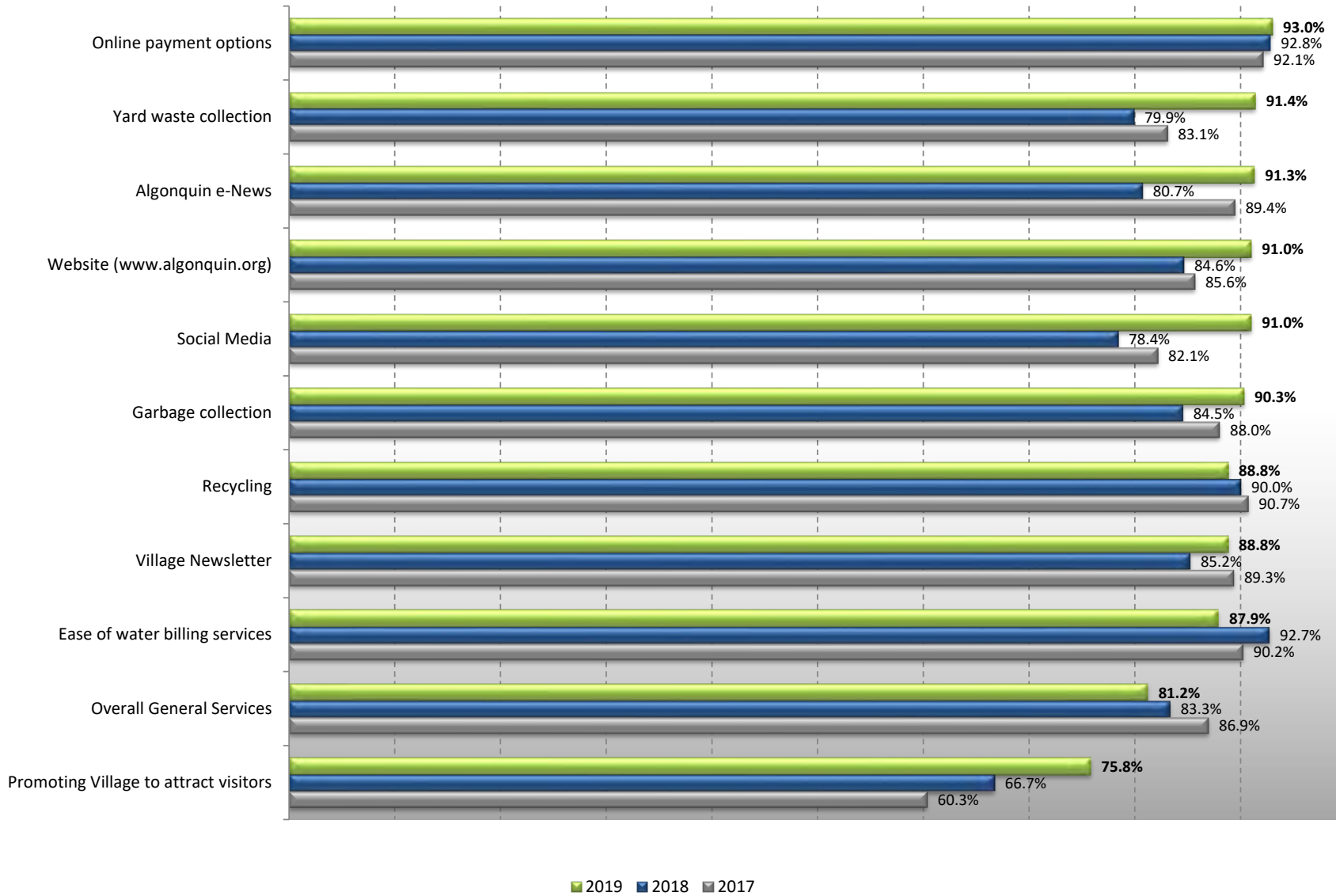


This chart shows the second grouping of general services evaluated in the Algonquin Community Survey. **Residents rated Yard Waste Collection positively with 91.4% support.** In 2018, this measure received a positive rating by 79.9% of respondents.

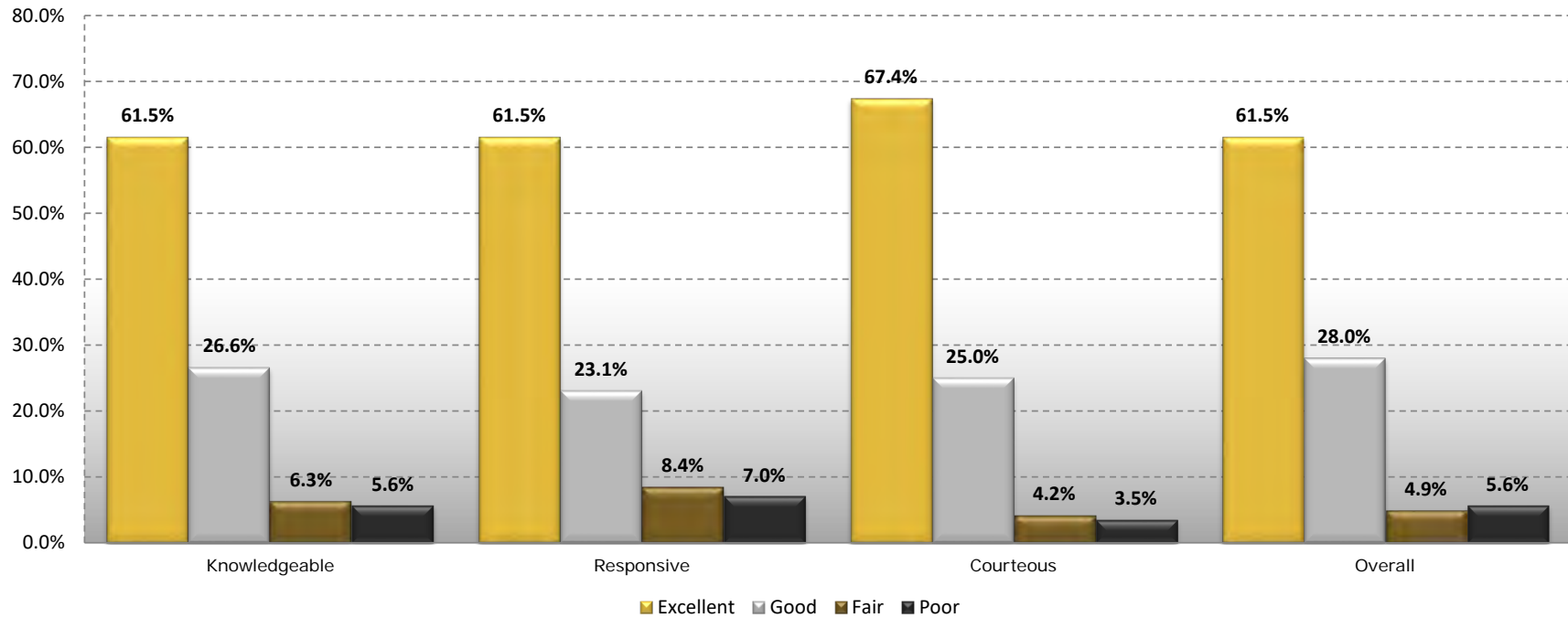
An area of focus is Promoting the Village to Attract Visitors, which received a significant number of Fair (17.7%) and Poor (6.5%) responses. This measure also received a significant number of Fair (21.7%) and Poor (11.6%) ratings in 2018.

The biggest change from 2018 to 2019, in this section, is the Yard Waste Collection (+11.5%), an increase from 2018.

General Services Year-to-Year Positive Rating Comparison: 2017 - 2019



Village Employee Performance



This chart illustrates the performance rating of Village employees by those residents who have had contact with staff. **Overall, employee interaction was rated as Excellent or Good in all four evaluation categories: Knowledgeable, Responsive, Courteous, and Overall.** Ratings in order of greatest to least are as follows: Courteous (92.4%), Overall (89.5%), Knowledgeable (88.1%), and Responsive (84.6%).



**VILLAGE OF ALGONQUIN
MEMORANDUM**

DATE: December 31, 2019

TO: Tim Schloneger
Village Manager

FROM: Michelle Weber
Executive Secretary

SUBJECT: Consider Amending Chapter 33

In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance increases the number of available Class B-2 by one and decrease Class E liquor licenses by one. This change is the result of requests from:

- **Lucky Gasoline, Inc.**, 1469 S. Randall Road, Algonquin currently holds a Class E liquor license (sell beer and wine) and would like to change their license to be able to sell all alcohol (B-2) for consumption off premises. At this time, the Village allows for 8 B-2 Liquor Licenses.

Staff recommends increasing the number of Class B-2 Liquor Licenses to 9 and decreasing the number for Class E Liquor Licenses from 3 to 2.

mw

Attachment

ORDINANCE NO. 2020 - O - XX

***An Ordinance Amending Chapter 33, Liquor Control
and Liquor Licensing, of the Algonquin Municipal Code***

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: Section 33.07-B, Paragraph 8 and 12 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

- 8. Nine Class B-2 licenses at any one time.
- 12. Two Class E license at any one time.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect January 22, 2020, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

(SEAL)

Village President John C. Schmitt

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed:
Approved:
Published:



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

- M E M O R A N D U M -

DATE: January 7, 2020

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Intergovernmental Agreement with IDNR for the Bike Path Grant

The Village of Algonquin has received \$148,314 in grant funding to establish a 0.142-mile trail connecting Armstrong Street to the existing Prairie Trail. The “Scorched Earth Bicycle Path” is designed to fill in the gap between the bike trail system and the highly frequented Algonquin Makers Park and the Old Town Algonquin historic district.

The McHenry County Conservation District Prairie Trail is a 26.6-mile trail which travels from Algonquin to the Wisconsin state line. To the south, this trail connects to the Fox River Trail, which connects users from Algonquin south to Aurora.

The Village must approve an Intergovernmental Agreement with IDNR as part of the grant process. The grant award fee payable to the IDNR is 1% of the total funding assistance awarded. Therefore, the Village’s award fee is \$1,483.

CULTURAL RESOURCES, ENDANGERED SPECIES & WETLANDS REVIEW REPORT

Project Sponsor: Village of Algonquin
 Project Title/Site Name: Algonquin Scorched Earth Bicycle Path
 Contact Person: Robert Mitchard
 Address: 110 Meyer Drive, Algonquin, IL 60102
 Phone: 847-658-2700 Date: 3/13/19
 email: bobmitchard@algonquin.org

Indicate Grant Program Type	
<input checked="" type="checkbox"/> Bike Path	<input type="checkbox"/> OLT
<input type="checkbox"/> Boat Access	<input type="checkbox"/> OSLAD/LWCF
<input type="checkbox"/> Line Item	<input type="checkbox"/> RTP
<input type="checkbox"/> OHV	<input type="checkbox"/> Snowmobile

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

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

Project Location

Street Address and City: Armstrong Street (South/East Limit), Algonquin County: McHenry
 USGS Numeric Location Designation: _____ Township: Algonquin Range: 8E Section: 28

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

Topographic maps may be obtained from:
 Illinois State Geological Society
 Champaign, IL
 (217) 244-2414
 Size of Project Site: 0.14 miles acres
 Topographical maps may also be available from local and/or regional planning commissions.

Does the project include tree removal? Yes No If yes, anticipated number to be removed: 10

Concise Project Description: (Also, attach 2 sets of color photos of any existing buildings/structures on project site.)
 This project involves constricting a multi-use path for recreational purposes which connects Armstrong Street to an existing trail, Prairie Trail in the Village of Algonquin. The Prairie Trail is a regional trail and Armstrong Street is the spine of an industrial complex owned and maintained by the Village of Algonquin. This new connection will provide safe bicycle access between residential and commercial areas via Armstrong Street to the Prairie Trail. Currently, there are no other alternatives to connect safely to Prairie Trail without negotiating a steep slope and a heavily looped area or travelling along Algonquin Road which does not have bicycle accommodations. The multi-use path is approximately 750' long and will be designed in accordance with AASHTO guidelines. It will be a 10' wide path with 4:1 or flatter side slopes, and the surface material will consist of hot-mix asphalt.

DEPARTMENT USE ONLY	Approved	Approved w/ Restrictions*	Comments*	Grant Adm.
Cultural Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>MW</u>
T&E Species/NP/Natural Area/LWR	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Wetlands (Sec.404, see reverse side)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
			* see attached letter/comments	
<u>Robert Mitchard</u> OREP/RR&C/CERP Coordinator	<u>5/10/2019</u> Date	Signature indicated IDNR CERP sign-off for ONLY the project information included in this submittal. Any changes must be resubmitted for review.		

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

OVERVIEW

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
Village of Algonquin

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271, and Village of Algonquin (Grantee), with its principal office at 2200 Harnish Drive, Algonquin, IL 60102 and payment address (if different than principal office) at _____, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 070161971 is Grantee's correct DUNS number, that 366005766 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one) [X] shall not exceed or [] are estimated to be \$148,300.00, of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the

Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is N/A. The State Award Identification Number is 422-11-1077.

1.4. Term. This Agreement shall commence up the last dated signature of the Parties and shall terminate twenty-four (24) months from the date of full execution.

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

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

Illinois Department of Natural Resources

By: _____
Signature of Director of IDNR
By: _____
Signature of Designee
Date: _____
Printed Name: Colleen Callahan
Printed Title: _____
Designee

Village of Algonquin

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: Tim Schloneger
Printed Title: Executive Director
E-mail: timschloneger@algonquin.org

By: _____
Signature of First Other Approver, if Applicable
Date: _____
Printed Name: Brad Colantino
Printed Title: Chief Financial Officer
Other Approver

By: _____
Signature of Second Other Approver, if Applicable
Date: _____
Printed Name: Renee Snow
Printed Title: Chief Counsel
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Program” means the services to be provided pursuant to this Agreement.

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

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

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

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

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement’s termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

4.4. Payments to Third Parties. Grantee agrees that Grantor shall 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.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the

funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all

applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

ARTICLE VI BUDGET

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation

methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

- (a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).
- (b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:
 - (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
 - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
 - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
 - (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
- (c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

7.6. 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 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

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

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

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

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

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

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

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

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

- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- (n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- (o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- (p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- (q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- (r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that

this Agreement may be declared void if this certification is false.

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

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

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

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

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

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

ARTICLE XI LOBBYING

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

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin.

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

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

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

- (b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:
- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
 - (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

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

- (c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.
- (d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.
- (e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and

State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

ARTICLE XVIII NOTICE OF CHANGE

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

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

Grantee's ability to perform under this Agreement.

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

ARTICLE XIX STRUCTURAL REORGANIZATION

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). 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, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and

that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

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

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

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

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

25.2. Liability. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

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

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

for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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

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

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

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

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

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

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

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

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

26.17. Attorney Fees and Costs. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Algonquin Scorched Earth Bicycle Path

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development, rehabilitation and maintenance of both motorized and non-motorized recreation trails for the Bike Path grant program.

This grant is funded through the Illinois Bicycle Path Grant Program (BP). It is funded up to 50% through Illinois Bicycle Path Grant Program. Funding for the program is derived from revenue generated from fees collected pursuant to Section 3-821 (f) of the Illinois Vehicle Code (625 ILCS 5/2-119). Grant limits \$200,000 development, no limit on acquisition projects.

This project involves constructing a multi-use path for recreational purposes which connects Armstrong Street to an existing trail, Prairie Trail in the Village of Algonquin. The Prairie Trail is a regional trail and Armstrong Street is the spine of an industrial complex owned and maintained by the Village of Algonquin. The new connection will provide safe bicycle access between residential and commercial areas via Armstrong Street to the Prairie Trail. Currently, there are no other alternatives to connect safely to Prairie Trail without negotiating a steep slope and a heavily looped area of traveling along Algonquin Road which does not have bicycle accommodations.

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Illinois Bicycle Path Grant Program Grant Program (BP). It is funded up to 50% through (BP).

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

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

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

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

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

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive \$148,300.00 under this Agreement.

Enter specific terms of payment here:

This grant is funded through the Illinois Bicycle Path Grant Program Grant Program (BP). It is funded up to 50% through (BP).

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

Payment to the Grantee will be made as reimbursement providing up to a maximum of 50% for eligible expenses following submission to IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (see 17 Ill. Adm. Code 3040.30).

Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the Illinois Bicycle Path Grant Program as so specified in 17 IL ADM. Code 3040.50.

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)).

The Grantee agrees to complete the project as described in this Agreement and to pay any and all costs associated with the project in excess of the specified State obligation for Grant Funding Assistance.

Billing: By submitting a bill the Grantee certifies that the supplies or services provided meet all requirements of the Agreement, and that the amount billed and expensed incurred are allowed in the Agreement.

- 1.1. Grantee shall not bill for any taxes unless accompanied by proof that the state is subject to the tax.

1.2. A project shall be deemed completed for grant payment when the Grantee submits a project billing form seeking final grant reimbursement, which is approved for payment by IDNR.

1.3. Bills for supplies purchased, services performed, and expenses incurred during the approved grant period shall be submitted to IDNR within one (1) year following the project expiration date. IDNR will be relieved from further payment obligations if the Grantee fails to submit such invoices within the allotted time.

1.4. Send bills to:

Agency	Illinois Department of Natural Resources
Attn:	Office of Grant Management & Assistance
Address:	One Natural Resources Way
City, State Zip	Springfield, Il 62702-1271

The Grantee shall be fully and solely responsible for and assume all operation and maintenance costs and responsibilities associated with the project.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Mary Jo Weller
Title: Grant Administrator
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 557-8781
TTY#: _____
Fax#: (217) 524-4082
E-mail Address: maryjo.weller@illinois.gov

GRANTEE CONTACT

Name: Tim Schloneger
Title: Village Manager
Address: 2200 Harnish, Algonquin, IL 60102
Phone: (847) 658-2700
TTY#: _____
Fax#: _____
E-mail Address: timschloneger@algonquin.org

Additional Information:

EXHIBIT E

PERFORMANCE MEASURES

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

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

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Mc Henry County and others from the general populous outdoor recreational opportunities by providing Algonquin Scorched Earth Bicycle Path for use.

Periodic Performance Reports & Periodic Financial Report:

Periodic Performance Reports: Is due every **January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois IDNR). **Failure to submit a status report will result in no reimbursement (for projects over \$25K).** A copy is provided below you may also find it in Exhibit B1 of the Bike Implementation & Billing Requirements.

Periodic Financial Report: Is due when requesting reimbursement. A copy is provided below you may also find it in Exhibit B1 of the Bike Implementation & Billing Requirements.

EXHIBIT G

SPECIFIC CONDITIONS

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

SPECIFIC CONDITIONS	
ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Implementation of new or enhanced system, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	04-Budgetary Controls (2 CFR 200.308)
Conditions:	Requires more detailed budget to actual reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant expenditures will exceed the approved budget categories that require prior approval and could result in amounts exceeding will not be reimbursed.
How to Fix:	Implementation of new or enhanced system controls, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	05-Cost Principles (2 CFR 200.400)
Conditions:	Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;
Risk Explanation:	Medium to high risk increases the likelihood unallowable costs or services, audit findings and questioned costs that would be required to be return to the state and federal government.
How to Fix:	Implementation of additional controls for reviewing and approval expenditures.

Timeframe:	One year from the implementation of additional controls.
ICQ Section:	09-Procurement Standards (2 CFR 200.317 - 326)
Conditions:	Requires additional prior approvals;
Risk Explanation:	Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
How to Fix:	Implementation of corrective action including new or enhanced controls over procurements of activities.
Timeframe:	One year from the implementation of corrective action.
ICQ Section:	11-Fraud, Waste and Abuse
Conditions:	Requires technical assistance including required training;
Risk Explanation:	Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employee's duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.
How to Fix:	Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.
Timeframe:	One year after implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

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

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

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

27.4 Compliance with the Laws

1) IDNR and the Grantee agree to perform this Agreement in accordance with the Illinois Bicycle Grant Program; with the rules promulgated pursuant to that Act 17 ILL.ADM. Code 3040; 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.

2) The Grantee agrees to perform the approved Bicycle Path Project in accordance with all applicable federal, State and local laws, ordinances and regulations.

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

4) The Grantee certifies, and shall be responsible for assuring, that no officer, employee, contractor, or agent of the Grantee, shall negotiate, make, accept, approve, or take part in decisions regarding a contract for acquisition or development of property in connection with this project, if such officer, employee, or agent has any financial or other personal interest in any such contract for the acquisition/development.

5) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

6) No assignment of grant provisions or duties is allowed.

7) This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

8) This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

27.5 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill Adm. Code 3040.70):

- 1) All bicycle facilities financed with funds from this grant program shall be continuously operated and maintained by the sponsoring agency at no cost to the Department and shall be operated and utilized in such a manner as to maximize the intended benefits to and for the general public.
- 2) The sponsoring agency shall satisfactorily maintain Program-assisted bicycle path facilities so as to promote the safe and enjoyable usage of the facility by the public.
- 3) All bicycle path facilities financed with funds from this grant program shall be open to the public for use and enjoyment without regard to race, color, disability, creed or national origin. No lessee or licensee of an area under a lease or license providing for a public or quasi-public use and no concessionaire of a lessee or licensee providing a service to the public, including facilities and accommodations, shall unlawfully discriminate against any person or persons because of race, color, disability, creed, or national origin in the conduct of its operation under the lease, license or concession agreement.
- 4) The charging of fees for general public use of bicycle path facilities financed with funds from this grant program is strongly discouraged. However, if it is deemed necessary by the sponsoring agency that fees must be levied for use of these facilities, the sponsoring agency shall:
 - a) Receive prior approval from the Department for scheduled fees to be charged;
 - b) Clearly document that existing agency operation and maintenance budget is not sufficient to cover the added cost of properly operating and maintaining the project facility; and
 - c) Deposit all fees in a separate account to be used for maintenance of and improvement to the Program-assisted facility only.
- 5) The Department shall have access to Program-assisted facilities at all times for inspection purposes to ensure project sponsor's continued compliance with this Part.
- 6) The Department shall have access to Program-assisted facilities at all times for inspection purposes to ensure project sponsor's continued compliance with this Part.
- 7) The sponsoring agency may enter into a contract or agreement with responsible concessionaires to operate and/or construct bicycle rental facilities, for dispersing food to the public and/or any other services as may be desired by the public and the sponsoring agency. Any and all concession revenue in excess of the costs of operation and

maintenance of Program-assisted bicycle facilities shall be used for the improvement of said facilities or similar public bicycling facilities in nearby areas.

- 8) All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the bicycle path facility for the benefit of the general public shall be submitted to the Department, upon request, for its approval prior to said sub-lease or license being entered into or granted by the sponsoring agency.

27.6 Performance Reports and Monitoring

- a) The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)).
- b) The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR and attached hereto as part of Project Application (Exhibit B2). Grantee shall make all development plans and specifications available for review by IDNR upon request.
- c) 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.
- d) Grantee agrees that property acquired or developed per terms of this Agreement must be operated and maintained in a safe and attractive manner and open to the general public during reasonable hours for bicycling use without regard to race, color, national origin, religious belief, sex, age, disability, or on the basis of residence.

27.7 Project Costs and Billing

- 1) 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.
- 2) 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.
 - a) 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)). Illinois Grants Recovery Act

- b) The Grantee agrees to complete the project as described in this Agreement and to pay any and all costs associated with the project in excess of the specified State obligation for Grant Funding Assistance.
- c) Billing: By submitting a bill the Grantee certifies that the supplies or services provided meet all requirements of the Agreement, and that the amount billed and expenses incurred are allowed in the Agreement:
 - a. Grantee shall not bill for any taxes unless accompanied by proof that the state is subject to the tax.
 - b. A project shall be deemed completed for grant payment when the Grantee submits a project billing form seeking final grant reimbursement, which is approved for payment by IDNR.
 - c. Bills for supplies purchased, services performed, and expenses incurred during the approved grant period shall be submitted to IDNR within one (1) year following the project expiration date. IDNR will be relieved from further payment obligations if the Grantee fails to submit such invoices within the allotted time.

Send bills to:

Agency	Illinois Department of Natural Resources
Attn:	Office of Grant Management and Assistance
Address:	One Natural Resources Way
City, State Zip	Springfield, IL 62702-1271

- d) The Grantee shall be fully and solely responsible for and assume all operation and maintenance costs and responsibilities associated with the project.

27.8 All correspondence arising from this Agreement shall be directed to the individuals who signed this Agreement or its designated representatives. All notices shall be deemed to have been provided at the time it is actually received.

27.9 Neither Grantee, nor its employees, agents, or subcontractors, shall be deemed to be an agent of the State of Illinois or IDNR.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

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

28.2 Project Implementation (17 Ill Adm. Code 3040.70):

- 1) 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.
- 2) 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.
- 3) 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.
- 4) Project Signage / Publicity: The Grantee agrees to display an "IL Bicycle Path Grant Program" acknowledgment sign provided by the IDNR, or similar sign designed by the Grantee and approved by IDNR, at the grant-assisted project site specified herein.

28.3 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

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

28.5 Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of Bicycle Path Grant Program funds expended on the project (17 Ill. Adm. Code 3040.70):

Total Grant Award	Time Period After Final Billing
-------------------	------------------------------------

\$1 to \$50,000	6 years
For every \$10,000 increment over \$50,000	Add 1 year

Land acquired with funding assistance from the Illinois Bicycle Path Grant Program shall be operated and maintained in perpetuity for public outdoor recreation use.

28.6 Property acquired or developed with Bicycle Path Grant Program funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3040.70).

28.7 For projects receiving acquisition assistance, an appraisal must be provided by the sponsoring agency and submitted to the Department for review and certification. The appraisal must be completed to Departmental specifications. Title to any property for which grant reimbursement is sought cannot be taken by the sponsoring agency before Department approval of Certified Fair Market Value for the property is received. (17 Ill. Adm. Code 3040.70).

28.8 For projects receiving development assistance, the sponsoring agency must possess

either fee simple title or a permanent easement to the property being improved or an approved lease arrangement of at least 25 years, unless otherwise approved by the Department. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements (see Section 3040.50(a)(1)). The sponsor must also adhere to applicable state and local procurement requirements and make available to the Department all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating dates of same, must also be presented, upon request, to the Department for review prior to publication. The Department will notify the project sponsor if the proposed project requires approval from a registered structural engineer. (17 Ill. Adm. Code 3040.70).

28.9 Upon project completion, the project sponsor must submit a certified project billing request (expenditure statement) listing/verifying all funds expended on the project for which grant reimbursement is sought, as well as required billing documentation, as follows:

- 1) ACQUISITION PROJECT: Proof of fair market value offer to seller for the property, copy of deed (Judgement Order in case of condemnation) showing ownership transferred to the local project sponsor, and copies of cancelled check(s) showing proof of payment to seller.
- 2) DEVELOPMENT PROJECTS: Copy of Construction As-Built drawings (no larger than 11" x 17"), copy of receipts/invoices for project costs, and copy of cancelled checks showing proof of payment.

- 28.10 Financial records on approved projects must be maintained and retained by the project sponsor for possible State audit for a period of final reimbursement payment is made by the Department.
- 28.11 The sponsoring agency must permanently post a Bicycle Path Grant Program acknowledgement sign at the project site where grant assistance is involved. The necessary sign will be provided by the Department -or specifications for its construction will be furnished to the local project sponsor, if requested.
- 28.12 The sponsoring agency shall indemnify, protect, defend and hold harmless the Department from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of Program-assisted bicycle path facilities.
- 28.13 The Grantee shall use its best efforts and due diligence to complete the project within the Agreement term. No extensions to the termination date will be issued without written approval from IDNR.
- 28.14 Termination for Cause: IDNR may terminate this Agreement, in whole or part, immediately upon written notice to the Grantee if the State determines that the actions or inactions of the Grantee, its agents, employees or subcontractors have caused or reasonably could cause jeopardy to health, safety or property; if the Grantee has notified the state that it is unable or unwilling to perform the contract; or if the Grantee owes money or is in pending litigation with the State of Illinois during the term of this agreement. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- 28.15 Termination for Convenience: Either party, prior to project commencement, has the right to rescind this Agreement upon thirty (30) days written notification to the other party. This Agreement is furthermore contingent upon and subject to the availability of funds. IDNR, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60 (b)).
- 28.16 Termination for Breach: IDNR may terminate this agreement if grant funds are not used exclusively in accordance with the provisions contained in this agreement; or if Grantee fails without legal excuse to comply with any of the terms of this Agreement. The parties agree that in the event of a breach of this Agreement by the Grantee and notification from IDNR, the Grantee shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, IDNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Grantee, and to seek any other remedy that may be available by law.
- 28.17 In the event of termination by IDNR in accordance with subsections (c), (d) and (e) this section, IDNR shall pay to the Grantee the reasonable value of services performed under this Agreement prior to the date of termination, provided the Grantee submits bills and proof of claims for supplies and services provided in compliance with this Agreement, cancels as many outstanding obligations as possible, and does not incur any new obligations after the effective date of termination. If IDNR terminates this Agreement, any payments made to the Grantee or recoveries by IDNR shall be in

accordance with the legal rights and liabilities of the parties.

28.18 In the event any court finds that Grantee's activities are a breach or violation of this Agreement, the Grantee will reimburse IDNR for all costs, including reasonable attorney's fees, incurred by IDNR in the pursuit of its rights under this Agreement. For purposes of this paragraph, "costs" shall be deemed to be all expenses, including but not limited to court costs and the value of IDNR staff time, reasonably incurred by IDNR.

28.19 Intellectual Property

- 1) 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.
- 2) 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.
- 3) Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

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

- 1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.
- 2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.
- 3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

- 28.21 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.
- 28.22 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.
- 28.23 No assignment of grant provisions or duties is allowed.
- 28.24 All facilities constructed with state Bicycle Path Grant Program grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).
- 28.25 If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

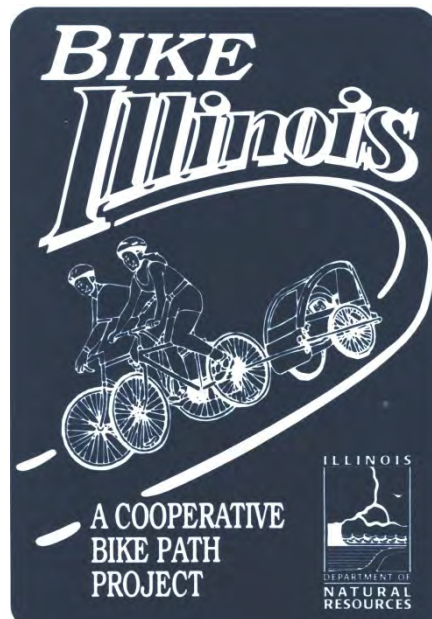


Illinois Department of Natural Resources

Illinois Bicycle Path Grant Program

Development Projects

Implementation & Billing Requirements



**IL Department of Natural Resources
Office of Grant Management and Administration**

One Natural Resources Way
Springfield, IL 62702

Telephone: 217/782-7481

Fax: 217-782-9599

DNR.Grants@illinois.gov

In this packet, you will find necessary information and instructions for implementing an approved development project involving IL Bike Path grant assistance through the Illinois Department of Natural Resources (DNR). **PLEASE READ THE FOLLOWING CAREFULLY!** Failure to comply with these instructions/guidelines could jeopardize grant reimbursement.

General:

- 1) To maintain grant eligibility, the local project sponsor must satisfactorily complete ALL approved project elements as specified in the approved project application and signed Project Agreement. Any project scope changes (additions or deletions) must be approved by the DNR in order to maintain eligibility for grant reimbursement.
- 2) Project construction for which Bike Path funding assistance is requested may be accomplished by any of the following methods or combinations thereof: 1) competitively bid contract(s) per local/state procurement guidelines, 2) directly hired labor and material purchases IF qualifying as bid exempt and 3) using local agency Force Account labor (in-house staff).
- 3) For all Development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 4) All facilities constructed with IL Bike Path assistance must be developed and designed to accommodate full accessibility standards as per the most current "Americans with Disabilities Act" (ADA) guidelines and "Illinois Accessibility Code". If you have any questions or doubts regarding the design standards being proposed for your project, it is strongly encouraged that "working drawings" be submitted to the DNR for review and approval prior to construction and/or bid solicitations.
- 5) Unless otherwise approved by the DNR, all bike paths must be constructed with a minimum finished tread surface width of eight feet (8'). It is recommended that construction be in compliance with the most recent edition of AASHTO's "Guide for the Development of Bicycle Facilities."
- 6) The approved IL Bike Path development project must be completed and ready for a final close-out/acceptance inspection by Illinois DNR staff AND all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by Illinois DNR Grant staff.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement for the project.
- 7) The maximum allowable claim for "contracted" Architectural/Engineering (A/E) services used for the proper design and construction supervision/administration of an approved IL Bike Path development project shall not exceed the following percentages of actual grant-assisted, project construction costs:

15.25% for Initial analysis, design & bid work and on-site construction supervision and final project acceptance/close-out work

NOTE: Project A/E services may be accomplished "in-house" (force account) IF qualified staff exists and approved by the Illinois DNR. (See page 5, item #6 under Force Account Labor Guidelines for funding limits.)

- 8) In connection with and **prior to construction**, and thereafter the subsequent operation and maintenance of the Bike Path grant assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as the case may be, from, but not limited to, the following agencies: **(Failure to do so can jeopardize grant reimbursement.)**
- a. U.S. Department of the Army, Corps of Engineers.
 - b. IL Dept. of Transportation (Div. of Highways).
 - c. IL Environmental Protection Agency.
 - d. IL Dept. of Natural Resources concerning "Interagency Wetlands Policy Act"(20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - e. IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - f. Local building or zoning agencies or boards, where applicable.
- 9) Your agency may be subject to the audit requirements of the Grants Accountability and Transparency Act (GATA) which is governed by federal 2 CFR 200.500. Audit certification and submission is completed on the State of Illinois Grantee Portal- <https://grants.illinois.gov/portal/>
- 10) Status of project progress and spending must be reported to the DNR Grant Administrator assigned to the project **each January 1, April 1, July 1 and October 1** throughout the duration of project implementation (i.e., until the FINAL project billing is submitted to DNR). The enclosed "Periodic Performance Report" and "Periodic Financial Report" forms are required under the Grant Accountability and Transparency Act. **Failure to submit a required reports will result in no reimbursement (for projects over \$25,000.00) and may result in the local sponsor being placed on the statewide Stop Pay List (See 44 IL Admin Code 7000.80)**
- 11) Please contact DNR Grant staff for assistance at 217/782-7481 if you have any questions regarding program requirements as you proceed with project implementation.

Accessibility Specifications Guide:

All facilities constructed with Illinois Bicycle Path grant assistance must be designed in accordance with standards of the most recent version of the Illinois Accessibility Code and most recent "Americans with Disabilities Act", whichever is more stringent.

A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago) or by visiting the Illinois Capital Development Board Website:

<https://www2.illinois.gov/cdb/business/codes/IllinoisAccessibilityCode/Pages/default.aspx>

To supplement this information, the U.S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. A copy of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 20004-1111. Telephone: 202/272-5434, or 800/514-0301, or contact their web site at www.access-board.gov.*

Open Competitive Bidding:

- 1) EXCEPT as noted below in items #2 - #5, all open competitive bidding shall be done in conformance with the local sponsor's statutory requirements governing public procurements.
- 2) **Language comparable to the following shall appear in all "bid advertisements" relative to the approved grant project:**

"This project is being funded, in part, with State of Illinois Bike Path Grant Program funding assistance made available through the Illinois Department of Natural Resources."
- 3) **The local sponsor shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services and construction. This stipulation should be noted in all bid solicitation notices.**
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) For contracts requiring "open competitive bidding", justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder **shall be subject to approval from the DNR.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and whether scope of individual work elements can be modified.

In general, the Instructions and General Conditions section of the bid specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements*
(*In accordance with the "Public Construction Bond Act", 30 ILCS 550/1 et.seq.*)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand without also accepting "or approved equal". Also, specifications for a particular product or material cannot be written in such detail to prevent a competitive bidding situation.

(*) Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public

works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

REMEMBER, the approved Bike Path project should be completed by the date specified in the Project Agreement. The local sponsor should ensure that all bidders are aware of the expected completion date by specifying the expected start date and completion date for project construction in the bid specifications package.

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local sponsor and contractor which necessitates a change in specification and/or price. To maintain grant eligibility, these changes must be done by formal change orders. **If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the local sponsor must receive Illinois DNR approval in order to ensure grant eligibility is maintained.** *For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to the Illinois DNR by the local sponsor that such a change was not reasonably foreseen at the time of initial construction contract execution.*
- 7) In addition, 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY 10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424.)

No-Bid Procurements & Force Account (FA) Labor Guidelines:

- 1) Project construction can be completed by various means of procurement of material and equipment. For all development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. In addition, grant reimbursement can be provided for project construction completed using local agency in-house staff ("Force Account" labor).
- 2) Equipment rental necessary to complete "force account" labor construction is eligible for grant reimbursement. **HOWEVER**, the value of donated material, labor and equipment to a project **IS NOT** grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.
- 3) For "Force Account labor", the local sponsor shall maintain accurate time records and complete the appropriate time sheet summary form (attached) for reporting "in-house" force account labor necessary and reasonable for completion of the approved project components. This includes only those employees directly involved in project construction and any associated design work, construction supervision, and overall project record keeping and administration. The value of such labor shall reflect actual wages paid to each employee, and may include fringe benefits. (Wages paid shall not be higher than those for persons on similar jobs within the local agency.) *Claims for clerical and administrative Force Account labor necessary for overall project record keeping and administration shall not exceed 2.5% of the total "direct" costs claimed for approved Force Account construction labor and "non-bid" material purchases (see item #6 below).*
- 4) For all small procurement (not required to be bid by state statute or local ordinance) material purchases, appropriate purchase orders and/or invoices and corresponding canceled checks must be recorded on the "Materials Itemization Sheet" (attached) according to each major project construction component for

which the materials were purchased. (Warning! Keep in mind that the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for equipment/material purchases.)

Please contact the DNR grant administrator assigned to your project if there are any questions regarding the completion of the forms mentioned in items #3 - #4 above.

- 5) Overall guidelines for billing claims involving Force Account (FA) labor for project architectural/engineering (A/E) and administrative services are as follows:
- At least 90% of project costs must be for "direct" construction costs.
 - Design and Construction Supervision Costs - $\leq 7.5\%$ of associated "direct" construction costs.
 - Administrative/Clerical Support Costs - $\leq 2.5\%$ of "direct" FA & small procurement material costs.

Billing Requirements:

- 1) Billing requests for grant reimbursement are processed after 100% project completion, unless otherwise approved by the DNR. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement. **Billing documentation must be submitted as soon as possible after project completion.**
 - 2) The following documentation is required for the final project billing:
 - A) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**).
 - B) Copy of the environmental (CERP) sign-off letters/forms from the Illinois DNR (see page 2, item #8 of General information section.)
 - C) Completed "Development Project Billing Form" (containing original signatures) and "Final Project Performance Report". (forms enclosed)
 - D) Agreed Upon Procedures Report from CPA firm. Costs claimed on the "Development Project Billing Form" must be reviewed and attested to by an independent CPA⁽¹⁾ in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedures" developed by DNR and identified on Attachment A.
- NOTE:** The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for 50% grant reimbursement. Submit invoice from accounting firm and proof of payment.
- E) One photo of the sign acknowledging BIKE PATH grant assistance posted at the project site.

⁽¹⁾ It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing attestation efficiently completed according to the established "Agreed Upon Procedures".

Copy of the signed Project Agreement and any amendments executed thereto;

A “spread sheet or schedule” of all professional services (A/E) contracts and **publicly bid** construction and material/equipment purchase contracts and associated contract change orders (if applicable) issued pursuant to the approved Bike Path project for which grant reimbursement is claimed;

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, itemized listings of any contract change orders. **(See Attachment B for example)**

Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts.

Copy of “Bid Tabulation” for each publicly bid construction and material/equipment purchase contract.

(If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.

A “Schedule of Professional Services (A/E) and Publicly Bid Project Contracts” and “Schedule of Project Expenditures” incurred pursuant to the approved Bike Path grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B on page 8.** *The “schedule/spread sheet” must contain a “certification statement” signed by the Grantee’s chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information and must be included in the submitted project billing to IDNR.*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases.

“Agreed Upon Procedures” for Bike Path Project Billing Attestation

Costs claimed for Bike Path grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following “agreed upon procedures” developed by the Illinois Department of Natural Resources.

Recommended “agreed upon procedures” for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. The report should include copies of the aforementioned schedules and the signed *Development Project Billing Form* provided by the local project sponsor (grantee).

- A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved Bike Path project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
- B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts, and equipment/material purchases. Identify and report any exceptions.
- C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
- D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved Bike Path project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
- E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
- F. If Force Account labor (use of project sponsor’s own staff to complete project construction) is listed/claimed on the “Schedule of Expenditures”, sample a minimum of 20% of the listed Force Account labor charges (minimum 35% of FA labor value) to determine if the charges are allowable and germane to the project scope AND can be traced to supporting Project Sponsor time keeping records. Identify and report any unsupported charges.

Revised: 09/06

ATTACHMENT B

Schedule of Professional Services (A/E) and Publicly Bid Project Contracts

[EXAMPLE FORMAT]

Grant Project #: BP 04 - XXX

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$10,500.00		\$10,500.00
Gonzo Construction Co.	Site Clearing/Grubbing	\$13,500.00	#1 - \$ 800.00	
			#2 - \$500.00	\$14,800.00
SG Contractors	Grading and Filling	\$35,900.00	#1 - \$2,500.00	
			#2 - \$1,520.00	\$ 39,920.00
Acme Paving Co.	Bike Path/Parking lot	\$108,000.00	#1 - \$3,000.00	
			#2 - \$1,000.00	\$112,000.00
Springdale Landscaping	Seeding	\$10,500.00	#1 - \$1,200.00	\$ 11,700.00
TOTAL				\$188,920.00

Schedule of Project Expenditures

[EXAMPLE FORMAT]

Grant Project #: BP 04-XXXX

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement
Gonzo Construction Co.	Clearing	12/15/03	52365	2535	\$14,800.00	\$14,800.00
SG Contractors	Grading	12/01/03	1539	2536	\$38,400.00	\$38,400.00
J. Doe & Associates	Plans	11/23/03	00256	2530	\$8,250.00	\$ 7,250.00
<i>(Force Account Labor)</i> Employee Name & S.S. #	Job Description	Hours Claimed (1)	Hourly Wage (Attach FA:DOC-1)			Amount Claimed for Grant Reimbursement

(1) Taken from Project Sponsor's time allocation records (time sheets)

CERTIFICATION STATEMENT:

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced Bike Path project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Illinois Bike Path grant program (17 IL Adm Code 3040).

Signature: _____

Name & Title _____

ATTESTED BY: _____

(Signature of local agency's chief fiscal officer)

Date: _____

Optional Bike Path Billing Documentation Procedure

An optional project billing documentation procedure may be authorized by DNR, on a case-by-case basis, for some rural communities and small scale projects. **However, this alternate method of documenting a project billing may result in a delay in grant payment.** If the optional billing documentation procedure is approved by DNR for a project, the following project cost support documents must be submitted, as applicable, in addition to items 2 A) B) C) & E) listed under the Billings Requirements on page 5.

1) (Billing Claim for BID and NON-BID construction contracts)

Proof of bid advertisement from local newspapers (Bid contracts only); and
Bid Tabulation for each project bid request.

Signed contract(*) and change orders, if any, for each contractor;

Copies of each contractor pay requests along with canceled check(s) or final lien waivers verifying proof of payment;

(*) only require cover page, signature page(s), contract amount/description page(s).

2) (Billing Claim for small procurement material costs and “force account” labor)

- Form FA/DOC-1 (Force Account Material Cost Summary). **[Form attached]**

Itemize all material purchases/costs by major project components, such as tennis court(s), picnic shelter(s), playground, ballfields, restroom buildings, parking, etc. For **each** major component list:

a) the company/business for **each** material purchase;

b) description of materials purchased, quantity, & the purchase order number; and

c) payment check number and check amount. (Do not submit canceled checks, purchase orders, etc. to IDNR. These items should be kept with the grantees project file.)

- Form FA/DOC-2 (Force Account Labor Summary). **[Form attached]**

For "in-house" labor claims, the sponsor must determine by corresponding time sheet records the amount of local agency labor attributed to each project component and tabulate on this form.

3) Contracted Project Design Work (architectural/engineering services)

- Copy of signed contract/agreement
- Copy of each pay request and canceled check verifying proof of payment

Audit Requirements

A. Record Retention

As stipulated in the General Provisions of the grant Project Agreement, the local project sponsor (grantee) must maintain, for a minimum **three (3) year** period 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 and/or the State of Illinois, Auditor General, and the Attorney General for auditing at reasonable times. Failure by the grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

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

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. Audit Resolution

The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the grantee shall be responsible for repayment of such costs.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

DEVELOPMENT PROJECT BILLING STATEMENT
(ILLINOIS BICYCLE PATH GRANT PROGRAM)

Project #: _____

Project Sponsor: _____

Project Title: _____

Project Billing #: _____

DEVELOPMENT COSTS SUMMARY STATEMENT

Cost Category	Expenditure
Construction Costs (Contracted)	bid contracts
	Non-bid contracts
Construction Costs (Force Account)	In-House labor
	Material Supplies
Architectural/Engineering Fees	
Other (specify)	
CPA Attestation Fee, if applicable (attach copy of invoice & proof of payment)	
TOTAL	
Less Local Agency Share	
Amount of Grant Reimbursement Claimed	

CERTIFICATION STATEMENT:

I do hereby certify that this Billing is correct and just and based on actual payment(s) of record by the Project Sponsor; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Illinois Bicycle Path grant program (17 IL adm Code 3040) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____

NAME: _____
(Signature)

TITLE: _____

AGENCY: _____

DATE: _____

(Document must be attested to by local agency fiscal officer)

ATTESTED BY: _____ (Signature) _____ (Title)

FINAL PROJECT PERFORMANCE REPORT
ILLINOIS BICYCLE PATH GRANT

Project #: _____

Project Sponsor: _____

Project Title: _____ Date: _____

(CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT):

(GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS):

<u>Approved Project Component</u>	<u>Quantity</u>	<u>Actual Costs</u>	<u>Budgeted Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL:	_____	_____	_____

Prepared by: _____

Title: _____

PROJECT FORCE ACCOUNT IN-HOUSE LABOR SUMMARY

PROJECT SPONSOR: _____ PROJECT #: _____

PROJECT TITLE: _____

Pay Periods from _____ to _____

EMPLOYEE'S NAME	JOB DESCRIPTION	HOURS WORKED ON PROJECT (*)	WAGES (HOURLY)	TOTAL WAGES
TOTAL				

(*) From local agency time allocation records

I hereby certify that the above is true and correct and all materials were used exclusively on the referenced project.

Signature: _____
 Name & Title: _____
 Date: _____



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
 - a. Grant number
 - b. Grantee organization
 - c. DUNS number
 - d. FEIN
 - e. Period covered by the PPR

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report of more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
1	<i>Grantee Name (per UGA)</i>	Enter the name of the grantee exactly as stated in the UGA.
2	<i>Grant Number</i>	Enter the number assigned by the awarding state agency; Grant Number specified in the UGA.
3	<i>Grantee DUNS</i>	Enter the grantee's Dun and Bradstreet number.
4	<i>CSFA Number</i>	Enter the number assigned to the program through the Catalog of State Financial Assistance.
5	<i>Grantee FEIN</i>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
6	<i>Program Name (per UGA)</i>	Enter the program name exactly as stated in the UGA.
7	<i>CFDA Number(s)</i>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
8	<i>State Agency (Grantor)</i>	Enter the name of the state agency awarding the grant as identified in the UGA.
9	<i>Agreement Period</i>	Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA.
10	<i>Report Period End Date</i>	Enter the ending date of the reporting period. The reporting periods are specified in the UGA.
11	<i>Final Report?</i>	Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9.
12	<i>Report Frequency</i>	Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions.
13	<i>Prepared Date:</i>	Enter date the PPR was prepared by the grantee.
Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.		
14	<i>Deliverable (if applicable)</i>	<p>List all high-level deliverables required under the current, approved UGA. Enter one Deliverable per row.</p> <p style="margin-left: 40px;">- Examples of Deliverables could include:</p> <ul style="list-style-type: none"> o Provide IT training o Purchase equipment o Hire contractors o Conduct workshop o Submit document <p>As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22.</p> <p>Grantees are not required to report on deliverables that were due and completed in prior reporting periods.</p>
15	<i>Due Date</i>	Per the current, approved UGA, enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.
16	<i>Date Completed</i>	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
17	<i>Deliverable Explanation</i>	<p>Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative.</p> <p>A description of the challenges and plans for overcome must be provided if:</p> <ul style="list-style-type: none"> - Deliverable was completed after the Due Date, - Deliverable is not completed and the Due Date has passed, or - Grantee anticipates the Deliverable will not be completed by a future Due Date. <p>If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.</p>
18	<i>Performance Measures</i>	Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row.
19	<i>Performance Standard/Frequency</i>	<p>Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement.</p> <ul style="list-style-type: none"> - Examples of Performance Standards/Frequency could include: <ul style="list-style-type: none"> o 1,000 Persons Trained/quarter o \$250,000 capital leveraged/year o 500 Patients Rehabilitated/month <p>If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.</p>
20	<i>Results/Accomplishments in Reporting Period</i>	Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period.
21	<i>Required (R) or Inform Only (IO)</i>	<p>Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement."</p> <ul style="list-style-type: none"> - Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee in not in compliance. - Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.
22	<i>Performance Explanation - Award to Date</i>	<p>Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards.</p> <p>Section 22 is not limited to the reporting period. Responses are <u>award to date</u>.</p> <p>If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.</p>



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instructions for PPR
All grantees must complete Section 23.		
23	<i>Performance Accomplishment Correlated to Reported Expenses</i>	<p>Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes.</p> <p>Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals.</p> <p>Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.</p>
Grantee Certification / State Agency Acceptance		
<i>Grantee Certification</i>		
Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR.		
24	<i>Name and Title of Authorized Individual from Grantee Organization</i>	Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity.
25	<i>Phone Number</i>	Enter the phone number of the grantee representative certifying the PPR.
26	<i>Email Address</i>	Enter the email address of the grantee representative certifying the PPR.
27	<i>Name and Title of State Agency PPR Approver</i>	Enter the name and title of the state agency representative authorized to approve the PPR.
28	<i>Date Received</i>	Enter the date the state agency representative received the PPR.
29	<i>Date Approved</i>	Enter the date the state agency representative approves the PPR.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Report Transmittal

1 Grantee Name (per UGA):	2 Grant Number:	3 Grantee DUNS:
	4. CSFA Number: 422-11-1077	5 Grantee FEIN:
6 Program Name (per UGA):		7 CFDA Number(s):

8 State Agency (Grantor):		
9. Agreement Period:		10. Report Period End Date:
Start Date (Month/Day/Year):	End Date (Month/Day/Year):	(Month/Day/Year):

11. Final Report?	12. Report Frequency:	13 Prepared Date:
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Other (specify):	

Responses to Sections 14 - 22 may be provided in a separate format.
All grantees must complete Section 23.

Alternative file or database used.

File Name or Database Source:

14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17 Deliverable Explanation)				ADD DEL
Wetland development plans submitted (Include only if required by CERP form)				ADD DEL
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)				ADD DEL



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete	
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)					
All necessary construction permits secured					
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)					
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0 01-12)					
Project put out to bid					
Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation)					
Project under construction (Include percent complete in 17. Deliverable Explanation)					
Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation)			Final Billing Submittal Date:		
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard- Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period		21. Required (R) or Inform Only (IO)	Add - Delete
Miles of trail completed	Final Report only			IO	ADD DEL
Estimated number of trail users impacted by project annually	Final Report only			IO	ADD DEL



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

22. Performance Explanation - Award to Date:	Add - Delete
<input type="checkbox"/> All performance accomplishments are on schedule with performance standards. <input type="checkbox"/> Not all performance accomplishments are on schedule with performance standards Explanation(s) required below: (Separate lines as appropriate)	
23. Performance Accomplishments Correlated to Reported Expenses:	Add - Delete
<input type="checkbox"/> Performance is consistent with grant-to-date expected services and expenditures/earnings. <input type="checkbox"/> Performance is not consistent with grant-to-date expected services and expenditures/earnings Explanation(s) required below: (Separate lines as appropriate)	

GRANTEE CERTIFICATION (2 CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. 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).

24 Name and Title of Authorized Individual from <u>Grantee Organization</u> :	25. Phone Number
	26 Email Address:

STATE AGENCY USE ONLY

27 Name and Title of <u>State Agency</u> PPR Approver:	28 Date Received:	28. Date Approved:
--	-------------------	--------------------

Illinois Bicycle Path Grant Program

General Project Information (Please Type or Print in Ink)

BP/DOC-1

1. **Project Title:** Algonquin Scorched Earth Bicycle Path

2. **Applicant (Sponsor) Legal Name:** Village of Algonquin

Applicant Executive Officer

Name: John Schmitt
Title: President
Address: 2200 Harnish Drive
City, State, Zip: Algonquin, IL 60102
Phone #: 847-658-2700
Email Address: johnschmitt@algonquin.org

Applicant Contact Person

Name: Robert Mitchard
Title: Public Works Director
Address: 110 Meyer Drive
City, State, Zip: Algonquin, IL 60102
Phone #: 847-658-2700
Email Address: bobmitchard@algonquin.org

3. **Trail Project Type:** BIKE PATH

Other permitted, secondary trail uses:

Mountain Bikes
 Equestrian
 Other: _____

Hiking
 Snowmobile

Cross-country Skiing

4. **Project Type:** Acquisition Rehabilitation / Restoration
 Development (includes trail signage) Equipment
 Development with land donation

5. **Intended Use** Nonmotorized Use Combination of Motor-Nonmotorized

6. **Concise Description of the Proposed Project:** (USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEETS)
(Be sure to indicate proposed project trail length, width & surface material)

This project involves constructing a multi-use path for recreational purposes which connects Armstrong Street to an existing trail, Prairie Trail in the Village of Algonquin. The Prairie Trail is a regional trail and Armstrong Street is the spine of an industrial complex owned and maintained by the Village of Algonquin. This new connection will provide safe bicycle access between residential and commercial areas via Armstrong Street to the Prairie Trail. Currently, there are no other alternatives to connect safely to Prairie Trail without negotiating a steep slope and a heavily looped area or travelling along Algonquin Road which does not have bicycle accommodations. The multi-use path is approximately 750' long and will be designed in accordance with AASHTO guidelines. It will be a 10' wide path with 4:1 or flatter side slopes, and the surface material will consist of hot-mix asphalt.

Illinois Bicycle Path Grant Program

General Project Information (Please Type or Print in Ink)

BP/DOC-1

Continued page 2

7. **Project Costs:** **Land Acquisition Costs:** (complete & attach Form OHV/DOC-2)
(include relocation costs & appraisal fees, as applicable) \$ _____

Development / Equipment Costs: (complete & attach Form OHV/DOC-3)
(New Construction and Rehab) \$ 296,628.75

Restoration Costs: (complete & attach Form OHV/DOC-3) \$ _____

TOTAL PROJECT COSTS: \$ 296,628.75

GRANT FUNDS REQUESTED: \$ ~~148,314.37~~ ^{148,300.00}

8. **Project Location:** McHenry Algonquin
(County / Counties) (Township / Townships)

9. **For Project Site:** IL Legislative (Senate) District: 26 IL Representative District: 52
US Congressional District: 6

10. **Miles of Trails Constructed / Improved with this Project:** 0.14

11. **Miles of Trail Directly Linked with Proposed Project:** 50

12. **Population Within Sponsor's Jurisdiction** (Local Government Applicants Only): 31,017

13. **Source(s) of Initial Project Funding & Match Funding:** Note: Illinois Recreational Trails Grant Programs operate on a reimbursement basis. Project sponsor must initially finance 100% of the project costs after DNR grant approval.

General Funds Non-Referendum Bonds Referendum Bonds

Donations (specify): _____

Other Federal or State Funds (specify): _____

Other (specify): _____

14. **List any other prior state or federal funds involved in the proposed project facility or site. (list applicable project numbers and status):**

Not applicable

Illinois Bicycle Path Grant Program

General Project Information (Please Type or Print in Ink)

BP/DOC-1

Continued page 3

15. **Project Termini:** Please describe the locations of all termini for the trail project for which you are seeking grant assistance. (For example: *The Trail project's two proposed termini are Fifth & Main Streets and the County Park parking lot*)

The project's two termini will be the regional Prairie Trail and the end of Armstrong Street near the Scorched Earth Brewing Company.

16. Does this project link to, or is it an integral part of any other trail(s)? (Check One)

Yes
 No

If yes, provide the names of trails and explain relationship. Please reflect this information on maps in form # 3 of this application.

This project will link residential and commercial areas via Armstrong Street to the existing Prairie Trail.

17. Provide excerpt(s) / reference(s) from local, regional or State Trail/Recreation Plan that justifies or identifies the proposed project as a priority.

The accepted Algonquin Bike Plan is attached which shows the subject path.

18. Complete Form RT/DOC-4, Narrative Statement to provide a brief/concise description of the proposed project.

19. **Local Government Applicants:** If this project will *initially* establish a trail within a linear corridor, a **public hearing** must be held to discuss the project and solicit public comments. If your project meets this criteria, provide the following:

Date the hearing was advertised in a local newspaper: _____

Date of the public hearing: _____

Were **negative** comments received: Yes No

NOTE: Minutes of the public hearing must be submitted to IDNR at time of application.

Illinois Bicycle Path Grant Program

(Please Type or Print in Ink)

BP/DOC-3

Development/Equipment Purchase Data

Applicant (Sponsor) Legal Name: Village of Algonquin

Project Title: Algonquin Scorched Earth Bicycle Path

1. (Proposed Development Costs)

Development / Equipment purchase items	Quantity	Construction Method	
		Cost Estimate	(see below)
Tree removal (acres)	1.5	22,500	C
Tree Pruning and Protection	1	8,700	C
Excavation, Removal, and Disposal	1	67,500	C
Aggregate Subgrade Improvement (square yard)	50	1,500	C
Geotechnical Fabric for Ground Stabilization (square yard)	150	1,500	C
Topsoil, Seeding, and Erosion Protection	-1	39,900	C
Aggregate Base Course and Bituminous Materials	1	22,950	C
Hot Mix Asphalt Surface Course, Mix "D", N50 (ton)	200	24,000	C
Sign Panel, Assembly, and Metal Post (each)	4	2,400	C
Thermoplastic Pavement Marking - Line 4" (foot)	800	3,200	C
Bollards	1	600	C
Stabilized Construction Entrance and Split Rail Fence	1	25,200	C
Construction Layout and Mobilization	1	25,000	C
Traffic Control and Protection	1	7,500	C
Permitting	1	6,311.25	C
A/E Design Fees ≤ 15.25% of Construction Costs (10.25% initial analysis & design; 5% const. supervision & close-out)	1	37,867.50	C

TOTAL COST \$ 296,628.75

C – Bid Contract
FA – Force Account
Labor

NOTE: The value of donated materials and labor are not eligible for reimbursement. They are eligible to be used as matching funds (labor for governmental units only).

DM – Donated Material
DL – Donated Labor
O - Other

NOTE: Contingency Costs are NOT Allowable – do not include in the budget.

- Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.
- As applicable, attach a copy of the deed(s) showing proof of ownership or a copy of the lease agreement. (If the deed is less than Warranty such as Trustees or Quit Claim Deed, Title Insurance is REQUIRED.)

Illinois Bicycle Path Grant Program

(Please Type or Print in Ink)

BP/DOC-4

Project Narrative Statement

Applicant (Sponsor) Legal Name: Village of Algonquin

Project Title: Algonquin Scorched Earth Bicycle Path

Instructions:

Describe, at a minimum, the overall concept of the project, project site, current BIKE PATH trail system including layout and size, and new trail system. Include the project funding, agencies involved, approach to implementation, project location, trail mileage to be provided through the project, need for the project, anticipated benefits and the proposed schedule of operation (daily and/or seasonal hours of operation) for the project facility. Be thorough and explicit, this narrative should completely describe the project and expected outcome. If application is for equipment, describe anticipated usage in this park.

The Algonquin Scorched Earth Bicycle Trail project is designed to fill a gap between the bike trail system and a highly frequented commercial and industrial area. Due to this gap, there is no safe alternative for bicyclists or pedestrians to easily access the regional trail system. The project will consist of constructing a multi-use trail from the existing Prairie Trail to Armstrong Street (please see attached map). The Prairie Trail is a regional trail owned and maintained by the McHenry County Conservation District. This portion of the Trail is 26.6 miles long, runs from Algonquin to the Wisconsin State Line and is paved in the portion that is near the project site. Armstrong Street is the spine of a business complex owned and maintained by the Village of Algonquin and adjacent to an industrial area.

Currently, there is no bicycle or pedestrian facility that allows for safe travel between the business areas and Prairie Trail and a nearby residential area, and the purpose of this project is to provide that needed safe connection. Prairie Trail crosses near this location as an overpass on Algonquin Road and along residential areas to the north. However, because there is no connection from the trail to the business areas along Armstrong Street and Algonquin Road, recreational users and residents cannot easily access the trail system. Pedestrians or bicyclists can only travel between Prairie Trail and the area by going off of the path and negotiating a steep slope and a heavily looped area or by traversing local roads and Algonquin Road, which has an AADT count of 35,300 and has no sidewalk or other suitable bicycle and pedestrian facility. This connection will be utilized by recreational users, from the nearby residential area and elsewhere, traveling to and from destinations along the trail including the Scorched Earth Brewing Company, an important local attraction at Armstrong Street. The multi-use trail will be approximately 750 feet long and designed in accordance with AASHTO guidelines. It will be a 10' wide trail with 4:1 or flatter side slopes, and the surface material will consist of hot-mix asphalt.

The Village has a long term non-revocable easement for the property on which this project will be constructed. If the grant is awarded in fall of 2019, the project will go through final design in early 2020 and let for construction in January 2021. The Village would utilize local Street Improvement funds to complete the full project and request reimbursement for 50 percent of the project costs.

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application Application Change/Corrected Application
2. Type of Application: New Continuation (i.e. multiple year grant) Revision (modification to initial application)
3. Completed by State Agency upon Receipt of Application

Date Received by State: _____ Time Received by State: _____

4. Name of the Awarding State Agency: Illinois Department of Natural Resources

5. Catalog of State Financial Assistance (CSFA) Number: 422-11-1077

6. CSFA Title: Illinois Bicycle Path Grant Program

Catalog of Federal Domestic Assistance (CFDA)

Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: 2019BIKE

12. Funding Opportunity Title: 2019 Illinois Bicycle Path Grant Program

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

Village of Algonquin

17. Common Name (Doing Business As-DBA):

18. Employer/Taxpayer Identification Number (EIN, TIN): 36-6005766

gata # 631541

19. Organizational Data Universal Number System (DUNS) Number: 070161971

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 6NJR2

21. Business Address:

Street: 2200 Hamish Drive

City: Algonquin

State: IL

County: McHenry

Zip+4: 60102

Applicant's Organization Unit

22. Department Name:

23. Division Name:

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

24. First Name: Robert

25. Last Name: Mitchard

26. Suffix:

27. Title: Public Works Director

28. Organizational Affiliation: Village of Algonquin

29. Telephone Number: 847-658-2700

30. Fax Number:

31. E-mail Address: bobmitchard@algonquin.org

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

32. First Name: Tim

33. Last Name: Schloneger

34. Suffix:

35. Title: Village Manager

36. Organizational Affiliation: Village of Algonquin

37. Telephone Number: 847-658-2700

38. Fax Number:

39. E-mail Address: timschloneger@algonquin.org

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Village of Algonquin

41. Legislative and Congressional Districts of Applicant:

State Rep: 52,66; State Senator: 26, 33; Congressional: 6, 14

42. Legislative and Congressional Districts of Program/Project:

State Rep: 52,66; State Senator: 26, 33; Congressional: 6, 14

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Algonquin Scorched Earth Bicycle Path

44. Proposed Project Term:

Start Date: 10/1/2019

End Date: 9/30/2021

45. Estimated Funding (include all that apply):

<input checked="" type="checkbox"/> Amount Requested from the State:	<u>148,300.00</u>	<u>\$148,314.37</u>
<input checked="" type="checkbox"/> Applicant Contribution (e.g., in kind, matching):		<u>\$148,314.38</u>
<input type="checkbox"/> Local Contribution:		
<input type="checkbox"/> Other Source of Contribution:		
<input type="checkbox"/> Program Income:		

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

(* The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

I Agree

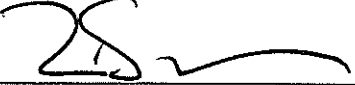
Authorized Representative

46. First Name: Tim 47. Last Name: Schloneger 48. Suffix: _____

49. Title: village Manager

50. Telephone Number: 847-658-2700 51. Fax Number: 847-658-4564

52. E-mail Address: timschloneger@algonquin.org

53. Signature of Authorized Representative:  Date Signed - Authorized Representative: 3-12-19



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Department of Natural Resources

Organization Name: Village of Algonquin

Notice of Funding
Opportunity (NOFO) Number: 2019BIKE

Data Universal Number System (DUNS) Number (enter numbers only): 070161971

Catalog of State Financial Assistance (CSFA) Number: 422-11-1077

CSFA Short Description: Illinois Bicycle Path Grant Program

Section A: State of Illinois Funds

Fiscal Year: 02/01/2019

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	148,314.37
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	148,314.37
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	148,314.37
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	148,314.37

Instructions
found at end of
document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Algonquin

NOFO Number: 2019BIKE

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Algonquin

NOFO Number: 2019BIKE

Section B: Non-State of Illinois Funds

Fiscal Year: 02/01/2019

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		\$	148,314.38
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	148,314.38
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	37,867.50
8. Construction		\$	110,446.88
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	148,314.38
17. Total indirect Costs	200.414	\$	
Rate %:	<input type="text"/>		
Base:	<input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	148,314.38
MUST EQUAL REVENUE TOTALS ABOVE			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Algonquin		NOFO Number: 2019BIKE
Data Universal Number System (DUNS) Number (enter numbers only): 070161971	Fiscal Year: 02/01/2019	
Catalog of State Financial Assistance (CSFA) Number: 422-11-1077	CSFA Short Description: Illinois Bicycle Path Grant Program	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Algonquin

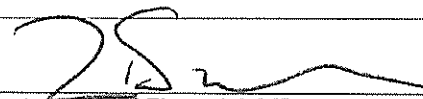
Institution/Organization Name:

Village Manager

Title (Chief Financial Officer or equivalent):

Tim Schlenger

Printed Name (Chief Financial Officer or equivalent):



Signature (Chief Financial Officer or equivalent):

3/12/19

Date of Execution (Chief Financial Officer):

Village of Algonquin

Institution/Organization Name:

Village President

Title (Executive Director or equivalent):

John Schmitt

Printed Name (Executive Director or equivalent):



Signature (Executive Director or equivalent):

3/12/19

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: <u>Village of Algonquin</u>	NOFO Number: <u>2019BIKE</u>
Data Universal Number System (DUNS) Number (enter numbers only): <u>070161971</u>	Fiscal Year: <u>02/01/2019</u>
Catalog of State Financial Assistance (CSFA) Number: <u>422-11-1077</u>	CSFA Short Description: <u>Illinois Bicycle Path Grant Program</u>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Algonquin

Institution/Organization Name:

Village Manager

Title (Chief Financial Officer or equivalent):

Tim Schloneger

Printed Name (Chief Financial Officer or equivalent):

[Signature]

Signature (Chief Financial Officer or equivalent):

3/12/19

Date of Execution (Chief Financial Officer):

Village of Algonquin

Institution/Organization Name:

Village President

Title (Executive Director or equivalent):

John Schmitt

Printed Name (Executive Director or equivalent):

[Signature]

Signature (Executive Director or equivalent):

3/12/19

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS:		Sub-recipient Parent Company DUNS:	
Sub-recipient Name:			
Sub-recipient DBA Name:			
Sub-recipient Street Address:			
City:	State:	Zip-Code:	Congressional District:
Sub-recipient Principal Place of Performance:			
City:	State:	Zip-Code:	Congressional District:
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
State of Illinois Awarding Agency and Project Detail Description:			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
<p>Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?</p> <p>Yes <input type="checkbox"/> If Yes, must answer Q2 below. No <input type="checkbox"/> If No, you are not required to provide data.</p>			
<p>Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.</p>			
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

	Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
				%		Add Delete
State Total						
				%		Add Delete
Non-State Total						
Total Fringe Benefits						

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total Supplies				
Supplies Narrative (State):					
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")					



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6. Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

	Item	Contractual Services Cost	Add/Delete Rows	
			Add	
			Delete	
	State Total			
			Add	
			Delete	
	Non-State Total			
	Total Contractual Services			
Contractual Services Narrative (State):				
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add/Delete
State Total						
TBD	Engineering Services	\$37,867.50		1	\$37,867.50	Add/Delete
NON-State Total					\$37,867.50	
Total Consultant Services (Fees)					\$37,867.50	

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):
 Engineering services fee for design and construction oversight are based on industry standards and are approximately 15% of construction costs.

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add/Delete
State Total							
							Add/Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Scorched Earth Bicycle Path Project	Construction of multi-use path	\$148,314.37	Add
			Delete
State Total		\$148,314.37	
Scorched Earth Bicycle Path Project	Construction of multi-use path	\$110,446.88	Add
			Delete
Non-State Total		\$110,446.88	
Total Construction		\$258,761.25	

Construction Narrative (State):
Grant funds will be used toward the construction costs for this project representing 50 percent of total project costs.

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")
The Village will cover \$110,446.88 toward the construction costs. The local match for construction and professional services/engineering costs are 50 percent of total project costs.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total Research and Development			
Research and Development Narrative (State):			
Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						
Grant Exclusive Line Item Narrative (State):						
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")						
Add New Grant Exclusive Line Item			Delete Grant Exclusive Line Item			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)		\$37,867.50	\$37,867.50
8. Construction	\$148,314.37	\$110,446.88	\$258,761.25
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT-EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$148,314.37		
Non-State Amount		\$148,314.38	
TOTAL PROJECT COSTS			\$296,628.75



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Village of Algonquin Notice of Funding Opportunity (NOFO) Number: 2019BIKE

Data Universal Number System (DUNS) Number (enter numbers only): 070161971

Catalog of State Financial Assistance (CSFA) Number: 422-11-1077 CSFA Short Description: Illinois Bicycle Path Grant Program

Fiscal Year(s): FY'20

Initial Budget Request Amount: \$ 148,300.00

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: _____

<u>BIKE PATH</u>		
Program Approval Name	Program Approval Signature	Date

_____	_____	_____
Fiscal & Administrative Approval Name	Fiscal & Administrative Approval Signature	Date

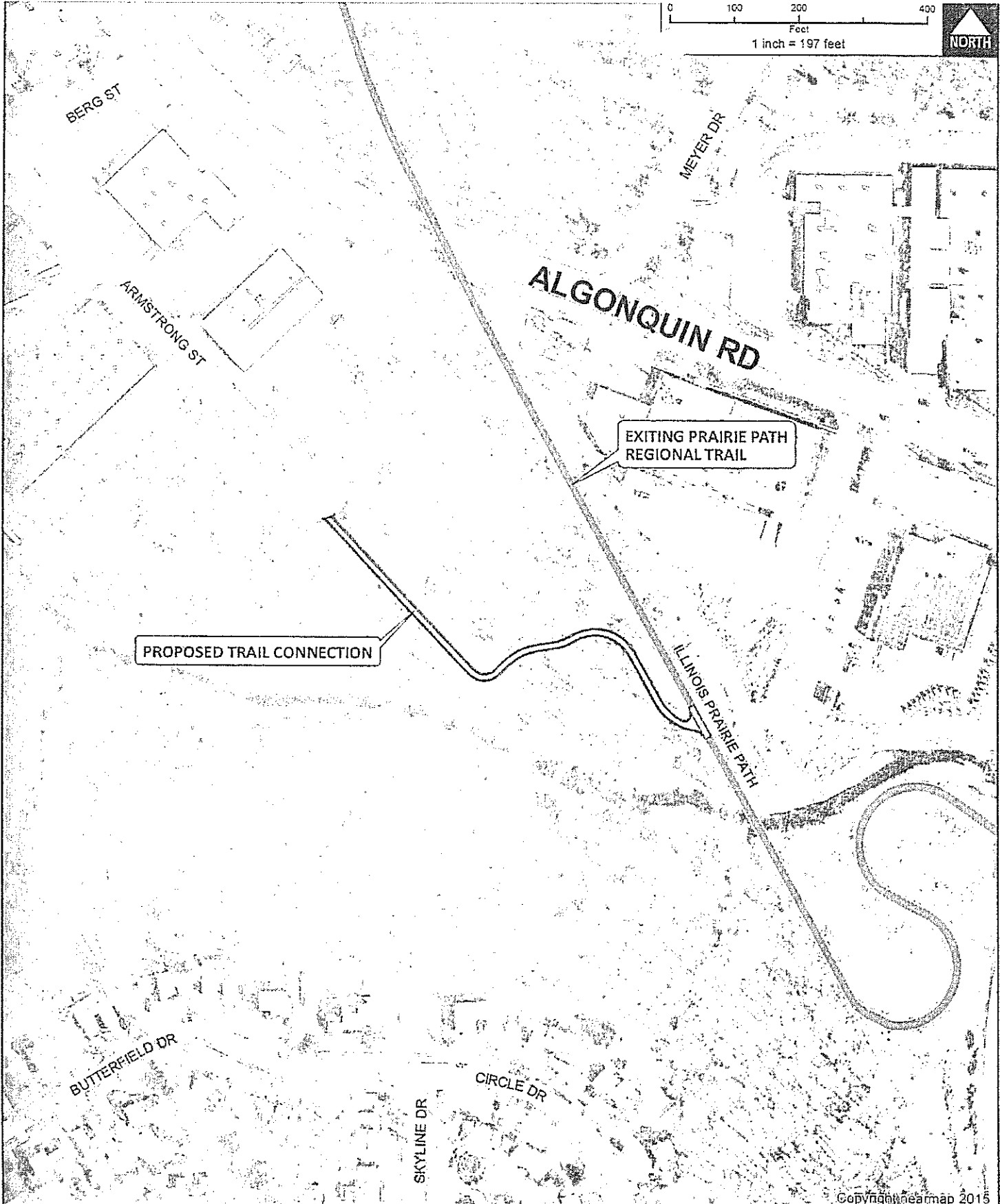
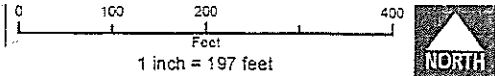
Budget Revision Approved: _____

_____	_____	_____
Program Approval Name	Program Approval Signature	Date



_____	_____	_____
Fiscal & Administrative Approval Signature	Fiscal & Administrative Approval Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



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CLIENT:  VILLAGE OF ALGONQUIN	TITLE: BIKE PLAN MAP VILLAGE OF ALGONQUIN SCORCHED EARTH BICYCLE PATH	PROJ. NO. INDPROP
		DATE: 03/05/2019
 CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500	DSGN.	SCALE: 1:2,359
	DIMN. DRW	AUTHOR: DWALTERS
	CHKD.	PLOT DATE: 3/8/2019
FILE: Bike Plan Attachment 3		SHEET 1 OF 1 DRAWING NO. 2C

Path: N:\ALGONQUIN\ScorchedEarth\GIS\Xtensions\MapPlanAttachment3.mxd

Illinois Department of Natural Resources Grant Award Fee Form

This grant program requires a **Grant Award Fee** be submitted by successful applicants at the time the grant agreement is returned to the IDNR for final execution. This fee shall be calculated as 1% of the total funding assistance granted to the applicant. No single Grant Award Fee shall exceed \$5,000.00.

EXAMPLES:

A \$200,000 grant award would require a \$2,000 Grant Award Fee
($\$200,000 \times 0.01 = \$2,000$)

A \$750,000 grant award would require a \$5,000 Grant Award Fee
($\$750,000 \times 0.01 = \$7,500$ which exceeds the \$5,000 maximum)

Grant Award Fees shall be rounded up to the nearest whole dollar amount.

EXAMPLES:

A \$54,750 grant award would require a \$548 Grant Award Fee
($\$54,750 \times 0.01 = \547.50 rounded up to the nearest whole dollar = \$548)

The grantee may choose to consider the Grant Award Fee as an allowable reimbursement cost and include this cost in the identified costs of the project if so desired.

Grant agreements returned without the required Grant Award Fee, or with an incorrect amount, will not be accepted by IDNR. Failure of a Grant Award Fee to clear the bank it is drawn against will result in the automatic denial of the award and cancellation of the grant without further consideration.

This form must be completed and returned with the signed grant agreement and Grant Award Fee.

GRANT NUMBER:	BP 20-423
APPLICANT:	Village of Algonquin
PROJECT TITLE:	Algonquin Scorched Earth Bicycle Path
TOTAL PROJECT COST:	\$296,628.75
TOTAL GRANT ASSISTANCE AWARD:	\$148,300.00 (Grant Award Fee based on this amount)
GRANT AWARD FEE AMOUNT ATTACHED:	\$1,483.00

Must be in the form of a check made payable to the "Illinois Department of Natural Resources"

I hereby certify that I have read the above information and that the required Grant Award Fee is included with our signed agreement being returned to the IDNR:

(signature AND date)

Please contact the IDNR Division of Grant Administration at 217/782-7481 or dnr.grants@illinois.gov if you have any questions.

y:\meetings\meeting information\2020\committee of the whole\1-14-20\bike grant\grant award fee form.docx



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

- M E M O R A N D U M -

DATE: January 9, 2019

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Authorizing Financial Institutions as Designated Depositories*

As part of its treasury management activities, the Village maintains several bank and investment accounts at multiple financial institutions. The Village Board, from time to time, shall designate depositories in which the funds and moneys belonging to the Village, in the custody of the Village Treasurer, and also all moneys collected by the Village, shall be kept. Attached is a Resolution listing the eight (8) banks and financial institutions the Village is actively engaged with.

Recommendation

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on January 21, 2020.

RESOLUTION NO. 2020-R-_____

**DESIGNATION OF DEPOSITORIES FOR FUNDS AND OTHER PUBLIC MONIES
IN THE CUSTODY OF THE VILLAGE OF ALGONQUIN**

WHEREAS, the investment of municipal funds is governed by the Public Funds Investment Act, 30 ILCS 235; and

WHEREAS, the Village of Algonquin (“Village”) has established an investment policy to further guide investment activities to achieve safety, liquidity, and yield-rate of annual return; and

WHEREAS, Public Funds Investment Act calls for the designation of depositories for fund and other public monies in the custody of the Village and sets certain requirements to be followed by financial institutions so designated; and

WHEREAS, the Village Treasurer requests the Board of Trustees to designate banks or other financial institutions, including brokered investments, in which the funds and monies of the Village may be deposited.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Algonquin, Kane and McHenry Counties, Illinois that the following named banks and other financial institutions are hereby designated as depositories for fund and other public monies in the custody of the Village:

- ALGONQUIN STATE BANK, N.A.
- BANK OF NEW YORK MELLON CORPORATION
- CHARLES SCHWAB CORPORATION
- HOME STATE BANCORP, INC
- ILLINOIS FUNDS
- ILLINOIS INSTITUTIONAL INVESTORS TRUST FUND
- ILLINOIS METROPOLITAN INVESTMENT FUND
- JP MORGAN CHASE BANK, N.A.

BE IT FURTHER RESOLVED, before any funds are deposited into any of the designated depositories, a copy of the aforesaid financial statements of the depository will be placed on file.

PASSED AND APPROVED, by the Board of Trustees for the Village of Algonquin the 21st day of January 2020.

Aye:
Nay:
Absent:
Abstain:

APPROVED:

(SEAL)

John C. Schmitt, Village President

ATTEST: _____
Gerald S. Kautz, Village Clerk



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *12/18/2019*

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

FROM: Steven R. Ludwig, General Services Superintendent
Mike Reif, Internal Services Supervisor

SUBJECT: Vehicles To Be Deemed Surplus

Unit #: 602
Year: 2007
Make: Dodge
Model: Dakota
ID/VIN: 1D7HW22K37S253779
Description: Part of Enterprise lease agreement. Replaced by vehicle 608.



Unit #: 904

Year: 2004

Make: Ford

Model: Crown Victoria

ID/VIN: 2FAFP71W56X103030

Description: Vehicle was auctioned in 2014 by my predecessor, but never deemed Surplus.



ORDINANCE NUMBER

2020-O-

An Ordinance Declaring Certain Property and Equipment as Surplus and Authorizing the Sale of the Personal Property in the Village of Algonquin McHenry and Kane Counties, Illinois

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois, and

WHEREAS, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, are of the opinion that the personal property herein described, to wit:

SEE ATTACHED LIST OF EQUIPMENT

is no longer necessary or useful to, or for the best interest of, the Village of Algonquin.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: That the sale of said personal property is hereby authorized to be conducted through negotiation without advertising for bids including the option for a donation to a local not-for-profit or charitable organization.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of the Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form (which publication is hereby authorized as provided by law).

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

(SEAL)

Village President John C. Schmitt

ATTEST: Village Clerk, Gerald S. Kautz

by: Deputy Village Clerk, Michelle Weber

PASSED:
APPROVED:
PUBLISHED:



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

- M E M O R A N D U M -

DATE: Friday, January 3, 2020
TO: Mr. Robert Mitchard, II
FROM: Mr. Jason A. Meyer, Chief Water Operator
SUBJECT: *Letter of Recommendation – Construction Contract
Well 8 Rehabilitation*

This memo is to advise you of the proposal recommendation on the Well 8 Rehabilitation project. You may recall that this project was sent exclusively to Water Well Solutions, as they are the Village's preferred and primary well rehabilitation contractor. As you are aware, the Village has a routine maintenance program, therefore, we have already pulled the well pump and performed the down hole inspection of the well. That inspection reported significant issues with the status of Well 8. The Village has used this report to form the scope of services, which includes but is not limited to mobilization, replacement of the 50hp Byron Jackson motor with a new 50hp Tesla submersible motor, recondition of the bowl assembly, recondition of the column pipe & testing. The well screen will also be rehabbed by having the plugging material removed via a double disk surge block with purge pump system.

Bids

In total 1 firm submitted a bid by the deadline of 1-3-2020 @ 11AM, below is a summary.

<u>FIRM</u>	<u>Calc. Total</u>	<u>Matched</u>	<u>SECURITY</u>	<u>CERT</u>
Water Well Solutions	\$74,813.45			

Budget Information

This project did not have an engineers estimate of cost, but comparing previous rehab projects the cost is \$74,813.45. In order to cover the cost of the proposal, it has been determined that all of the \$74,813.45 will be budgeted from account (700-44418). This decision has been made as Well 8 is a high priority installation and is currently not running due to rehabilitation need.

Recommendation

The Village has extensive working experience with Water Well Solutions of Elburn, IL. The contractor is very aware of the Village requirements and operations. It is for those reasons and the analysis conducted that I recommend Water Well Solutions for award in the amount of \$74,813.45 for the subject project contract. Please confirm this recommendation so that I may prepare the award and contract.



December 30, 2019

Mr. Jason Meyer
Chief Water Operator
Village of Algonquin
10 Meyer Dr.
Algonquin, IL 60102

RE: WELL NO. 8 PULL & INSPECTION PROPOSAL:

Our records indicate that Well No. 8 consists of a 50Hp, 4 pole, Type H Byron Jackson 460v, motor set 159ft on 8" T&C epoxy coated column pipe. Our proposal includes pulling Well No. 8 for preventative maintenance and reinstallation of the pumping equipment.

Project Scope Well No. 8:

Our proposal includes mobilization to the site, lockout tag out, well head disassembly, pipe rack set up, removal of the pumping equipment, disconnection of the pump and motor, place motor in shipping condition & transportation of the pump and motor to our Elburn facility for inspection. The bowl assembly will be disassembled and the rotating parts will be inspected as well as the impellers, bowl veins, and the bowl shaft will be checked for straightness. The pipe will be visually inspected onsite and a written report of our findings with recommendations for necessary repairs will be submitted to the owner for review and consideration.

We assume that the Village has the shipping cap for the BJ motor.

It would be beneficial to conduct a downhole investigational survey while the pump is out for service to review the integrity of the well casing and borehole. A report on the condition of the well and a DVD copy will be provided to you for your records.

As we cannot determine necessary repairs until the pumping equipment is pulled for inspection, pricing for repair and materials will be provided to you once the inspection has been completed. We have included our estimated labor cost to re-install and test the pumping equipment for performance.

Our proposal assumes that there is not an unknown downhole condition of either the well or pump that would prevent their removal from the well in a normal manner. Our labor would include travel time to and from the site with a (2) man pump crew and support equipment.

A: Proposed Pricing to Pull Well No. 8 for inspection is as follows;

Item 1	Mobilization of Hoist, Tools & Equipment	\$300.00
Item 2	16 Hrs. Labor with a (2) man pump crew to pull Well No. 11's pumping equipment for inspection @ \$365.00/hr. (Est.)	\$5,840.00
Item 3	Shop Labor to Disassemble & Inspect Submersible Turbine Bowl Assembly	\$850.00
Item 4	Perform Motor inspection and analysis;	\$500.00
Item 5	Investigational Downhole Television Survey	\$1,300.00

Item 6	20Hrs Labor with a 2-man pump crew to re-install pumping equipment, and conduct a 2hr flow test for pump performance and well efficiency @ \$365.00/hr. (Est.)	\$7,300.00
Estimated Total Part A		\$16,090.00

B: Estimated Repair and Rehabilitation Scope is Based on our Inspection Report Dated 12/19/19;

Item 1	Trucking of pipe & materials	\$1,500.00
Item 2	1 – 50Hp, 460v, 1800rpm Tesla Submersible motor with a (2) year manufacturer’s warranty (Cost of repairs to BJ motor exceed cost of new (\$35,000 est.)	\$24,613.00
Item 3	Mercury Remediation of Byron Jackson motor	\$6,520.00
Item 4	Repairs to Goulds Bowl Assembly, new discharge case, machine bowl to accept bronze wear ring to restore factory tolerances and re-assembly of bowl	\$3,900.00
Item 5	165ft of 2/3awg Heavy Duty Flat Jacketed submersible pump cable \$8.13/ft	\$1,341.45
Item 6	1 – 8” surge control valve	\$1,500.00
Item 7	1 – 8”X10’ section of epoxy coated column pipe.	\$990.00
Item 8	Our rehabilitation methodology and cost for the proposed rehabilitation is based on the recent BacT samples failing consecutively. Rehabilitation of the Gravel Pack and Screen will be conducted Utilizing a Double Disk Surge Block w/Purge Pump to Evacuate Dislodged Silts, Sediments and Biological Presences in Conjunction with Specialized Engineered Well Chemistry to Redevelop the Well Screen and to disinfect & sanitize well.	\$14,900.00
Item 9	8 – Estimated hrs Sand bailing hourly rate with a (2) man pump crew \$365.00	\$2,920.00
Item 10	1 – Misc. Tape, banding & Airline	\$364.00
Item 11	1 – Submersible Motor splice	\$175.00
Estimated Total Part B		\$58,723.45
Total Estimated Costs Part A & B		\$74,813.45

The costs estimates include labor and materials, however additional costs may apply based on the well and pump evaluation. We recognize the requirements of our clients are dynamic and strive for continuous improvement with the goal of providing satisfaction and total solutions for our customers, water systems and assets.

We are prepared to mobilize to the site early next week. If you have any questions, comments or concerns, please do not hesitate to contact me directly on my cell phone at (630) 201-0749 or at the office at (630) 369-9099.

Sincerely,

Todd E. Kerry
Regional Director Of Wells, Central Region – Water Well Solutions
Suez - Water I Advanced Solutions

Signature: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: January 3rd, 2020 Purchase Order No. _____

Project: Well #8 Rehabilitation	Location: Village of Algonquin
---------------------------------	--------------------------------

Originating Department: Water

Owner	Contractor/Vendor	Architect/Engineer
Village of Algonquin Address: 110 Meyer Dr Algonquin, IL 60102 Phone: 847-658-2754 X4420 Fax: 847-658-2759 Contact: Jason Meyer	Name: Suez/ Water Well solutions Address: 710 b Herra Road Elburn, IL 60119 Phone: 888-769-9009 Fax: 920-474-4771 Contact: Todd Kerry	Name: _____ Address: _____ Phone: _____ Fax: _____ Contact: _____

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is \$ 74,813.45.

SCOPE OF WORK: Furnish the Work/items described below in accordance with the following plans and specifications:

- ⌘ General Contract, dated _____, 20__ ⌘ Specification No(s): _____, dated _____, 20__
- ⌘ Plans dated : _____ ⌘ Addendum No(s): _____
- ⌘ Other: _____

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Provide all labor, materials and equipment necessary for construction/installation of:	\$ 74,813.45	\$ 74,813.45
			TOTAL	\$ 74,813.45

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION

Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES

Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner's Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

ACCEPTANCE OF PURCHASE AGREEMENT

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR:

PURCHASER:
Village of Algonquin

By:

Representative of Vendor authorized to
execute Purchase Agreement

Title:

Dated:

SUPPLEMENTAL CONDITIONS

1. **Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.
2. **Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
3. **Familiarity With Plans; Qualifications:** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.
4. **Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards.
5. **Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.
6. **Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection,

the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. Taxes, Delivery, Risk of Loss: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER

INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Contractor/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor. Further:

11.1 Contractor/Vendor acknowledges that any such items or Work furnished hereunder may include in whole or in part with or without modification or improvements in equipment, machinery or items constructed by Owner, and that should such item or Work prove defective such charges claimed by Owner shall include consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and the costs of defense, which may be imposed or incurred under any federal, state or local law, ordinance or regulation upon or with respect to (a) the payment of compensation to any individual employed by Contractor/Vendor; (b) any discrimination against any individual employed by Contractor/Vendor on the basis of race, color, religion, sex, national origin or physical or mental handicap; (c) the protection of purchasers and users of consumer products; or (d) occupational safety and health.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

15. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

16. **Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

17. **Records, Reports and Information:** Contractor/Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Contractor/Vendor and the results thereof. Contractor/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Contractor/Vendor on a mutually agreed date and time.

18. **Assignment:** Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

19. **Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

20. **Controlling Law, Severability:** The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

CONTRACTOR/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A Statutory
Limits: Coverage B \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage** *Required if an "x"*

Limits: Each Occurrence and in the aggregate \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** (*required if professional services are being provided*)

Limits: Each Occurrence \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

- M E M O R A N D U M -

DATE: January 10, 2020

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Parking in Electric Vehicle Charging Stations

Staff has drafted proposed regulations that make it unlawful to park any non-Electric Vehicle in an Electric Vehicle Charging Station designated for use by electric vehicles, including any Electric Vehicle Charging Station located in a private or public off-street parking facility.

Violators are subject to a \$100 fine, and the police department has the authority to tow the offending vehicle if deemed appropriate.

**AMENDMENT TO MUNICIPAL CODE REGARDING
PARKING IN ELECTRIC VEHICLE CHARGING STATIONS**

WHEREAS, the Village of Algonquin, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village of Algonquin desires to amend its Village Code to include regulations for parking in electric vehicle charging stations; and

WHEREAS, the Village of Algonquin finds it in the best interest to amend the Village Code to provide for the same; and

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN:

SECTION ONE: The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION TWO: That Title X, Chapter XX of the Algonquin Village Code is hereby amended to add a new Section XX.XX, to read in its entirety as follows:

"§ XX.XX- PARKING IN ELECTRIC VEHICLE CHARGING STATIONS.

(A) Definitions. For the purpose of this Section, the following definitions shall apply:

ELECTRIC VEHICLE: a battery powered vehicle operated solely by electricity or a plug-in hybrid vehicle that operated on electricity and gasoline, and having a battery that can be recharged from an external source.

ELECTRIC VEHICLE CHARGING STATION: any facility of equipment that is used to charge a battery or other energy storage devise of an Electric Vehicle.

(B) It shall be unlawful to park any non-Electric Vehicle in an Electric Vehicle Charging Station designated for use by electric vehicles, including any Electric Vehicle Charging Station located in a private or public off-street parking facility. Only Electric Vehicles shall be parked in a parking space designated for use by electric vehicles and containing an Electric Vehicle Charging Station.

(C) Electric vehicle charging stations shall be posted with signage indicating the minimum fine and that the space is to be used exclusively for electric vehicle purposes and that violators are subject to a fine and tow of the offending vehicle.

(D) Members of the Police Department and those Village employees designated by the Manager are authorized to remove and tow away, or have removed and towed away, any car or other vehicle illegally parked in a designated Electric Vehicle Charging Station.

(E) Cars or vehicles so towed away for illegal parking shall be stored in a pound designated by the Police Department and shall be restored to the owner or operator of such vehicle upon the payment of all towing and storage fees.

SECTION THREE: That Title X, Chapter XX, Section XX.XX of the Algonquin Village Code be amended to include the following in the Fine Payment Schedule:

	Parking In Electric Vehicle Charging Stations
Fine Schedule	Fine Amount
Step 1 (a) Upon service of a "violation notice" issued and prior to hearing	\$100
Step 1 (b) At a final determination (final late payment)	\$200

SECTION FOUR: This Ordinance shall be in full force and effect, after passage, approval and publication as required by law.