

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 10, 2025 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. RECOGNITION - ANNUAL POLICE OFFICERS' AWARD PRESENTATION
OFFICER OF THE YEAR - NICHOLAS CLEDON
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Board of Trustees Regular Meeting February 24, 2025 (APPROVE)
 - c. Warrants \$449,558.04
 - d. MOTION - MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND (PASS)

NEW BUSINESS

7. ORDINANCE NO. _____ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF TRAFFIC CONTROL SIGNAGE FROM HIGH STAR TRAFFIC FOR THE CURRENT FISCAL YEAR (PASS)
8. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, PHASE THREE, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS (ADOPT)
9. BUSINESS DISTRICT FLOCK LPR CAMERAS
 - a. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A FIRST AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOWBROOK TOWN CENTER, LLC (ADOPT)

b. RESOLUTION NO. _____ - A RESOLUTION TO APPROVE AND
AUTORIZE THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE
OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF
ADDITIONAL AUTOMATIC LICENSE PLATE READERS (ADOPT)

PRIOR BUSINESS

10. TRUSTEE REPORTS
11. ATTORNEY'S REPORT
12. CLERK'S REPORT
13. ADMINISTRATOR'S REPORT
14. MAYOR'S REPORT
15. EXECUTIVE SESSION
16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, FEBRUARY 24, 2025, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele and Gayle Neal, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, Deputy Chief Ben Kadolph, and Deputy Clerk Christine Mardegan.

Present via Zoom: Trustee Greg Ruffolo

ABSENT: None.

MOTION TO APPROVE – A MOTION TO ALLOW TRUSTEE GREGROY RUFFOLO TO ATTEND THE MEETING REMOTELY. (PASS)

Trustee Neal advised that a motion was necessary to allow Trustee Gregory Ruffolo to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to allow Trustee Ruffolo to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Chief Kaspar to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None present and no written comments were received.

5. OMNIBUS VOTE AGENDA:

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting February 10, 2025 (APPROVE)
- c. Minutes - Board of Trustees Budget Workshop #2 February 13, 2025 (APPROVE)
- d. Warrants \$ 348,203.68

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 25-R-08 - A RESOLUTION AUTHORIZING THE VILLAGE OF WILLOWBROOK TO REQUEST THE VILLAGE OF BURR RIDGE TO ADD THE VILLAGE OF WILLOWBROOK TO ANY IMPACT ASSESSMENTS THE VILLAGE OF BURR RIDGE IS REQUESTING THE DEVELOPER OF THE CNH INDUSTRIAL REDEVELOPMENT PROJECT TO CONDUCT (ADOPT)

Administrator Halloran presented information about the CNH Development project resolution request to Burr Ridge, discussing concerns about environmental assessment and traffic impact.

In response to a question from Trustee Davi, Trustee Neal provided additional detailed information about Bridge Industrial's development plans, including concerns about increased truck traffic, road expansion, and environmental impacts on the Waterford subdivision.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 25-R-08 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

7. RESOLUTION NO. 25-R-09 - A RESOLUTION AUTHORIZING THE EXECUTION OF CONSENTS AND AGREEMENTS TO COLLATERAL ASSIGNMENTS (Willowbrook Town Center) (ADOPT)

Administrator Halloran presented information about the Willowbrook Town Center's procedural requirement with Harlem Irving and Huntington National Bank regarding consent and agreement to collateral assignments.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 25-R-09 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

9. ATTORNEY'S REPORT

Attorney Durkin had no report but reminded the Board of this evening's Executive Session.

10. CLERK'S REPORT

Clerk Boerwinkle had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

12. MAYOR'S REPORT

Mayor Trilla had no report.

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13. EXECUTIVE SESSION

5 ILCS 120/2(c)(1)-The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees.

14. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adjourn the Regular Meeting and recess to closed session at the hour of 6:44 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

Meeting adjourned and recessed into Closed Session.

PRESENTED, READ, and APPROVED.

March 10 , 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

March 10, 2025

GENERAL CORPORATE FUND	-----	\$ 326,530.85
WATER FUND	-----	\$ 56,717.61
CAPITAL PROJECT FUND	-----	\$ 60,054.80
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 1,254.78
17 SERIES 2022 BOND	-----	\$ 5,000.00
TOTAL WARRANTS	-----	\$ 449,558.04

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/10/2025	APCHK	103240	ABC PHCE	01_BUILDING PERMIT	310-401	00	150.00
03/10/2025	APCHK	103241#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,790.15
				INTERNET/WEBSITE HOSTING	460-225	10	237.37
				INTERNET/WEBSITE HOSTING	640-225	30	3,731.20
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				INTERNET/WEBSITE HOSTING	715-225	35	237.37
				CHECK APCHK 103241 TOTAL FOR FUND 01:			6,708.20
03/10/2025	APCHK	103242	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20	312.50
03/10/2025	APCHK	103243	ADMINISTRATIVE CONSULTING	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	6,250.00
03/10/2025	APCHK	103245	AMERICAN LITHO	PRINTING & PUBLISHING	550-302	20	3,714.00
03/10/2025	APCHK	103246	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	23,305.00
03/10/2025	APCHK	103248	AT & T MOBILITY II LLC	PHONE - TELEPHONES	630-201	30	1,808.85
03/10/2025	APCHK	103249	AXON ENTERPRISE, INC	AMMUNITION	630-346	30	8,415.00
03/10/2025	APCHK	103250	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	1,309.67
				MAINTENANCE - BUILDING	630-228	30	75.42
				MAINTENANCE - BUILDING	630-228	30	66.43
				MAINTENANCE - BUILDING	630-228	30	71.89
				MAINTENANCE - BUILDING	630-228	30	603.97
				MAINTENANCE - BUILDING	630-228	30	78.87
				MAINTENANCE - BUILDING	630-228	30	66.43
				OPERATING EQUIPMENT	630-401	30	250.00
				CHECK APCHK 103250 TOTAL FOR FUND 01:			2,522.68
03/10/2025	APCHK	103251	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	790.00
03/10/2025	APCHK	103253*#	CAR REFLECTIONS	OPERATING EQUIPMENT	630-401	30	225.00
03/10/2025	APCHK	103254	CHOICE SCREENING	PERSONNEL RECRUITMENT	455-131	10	190.00
03/10/2025	APCHK	103255#	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	32.20
				FUEL/MILEAGE/WASH	810-303	40	26.04
				CHECK APCHK 103255 TOTAL FOR FUND 01:			58.24
03/10/2025	APCHK	103256	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	821.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				ENGINEERING SERVICES	820-262	40	950.00
				ENGINEERING SERVICES	820-262	40	434.00
				ENGINEERING SERVICES	820-262	40	308.50
				ENGINEERING SERVICES	820-262	40	222.28
				ENGINEERING SERVICES	820-262	40	478.50
				ENGINEERING SERVICES	820-262	40	434.00
				CHECK APCHK 103256 TOTAL FOR FUND 01:			3,648.28
03/10/2025	APCHK	103257	CLESENS, INC.	SALT	755-331	35	955.50
03/10/2025	APCHK	103258	COMCAST CABLE	INTERNET/WEBSITE HOSTING	715-225	35	350.40
03/10/2025	APCHK	103259	COMED	ENERGY - STREET LIGHTS	745-207	35	648.90
				ENERGY - STREET LIGHTS	745-207	35	78.11
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	132.46
				CHECK APCHK 103259 TOTAL FOR FUND 01:			859.47
03/10/2025	APCHK	103260	CONRAD POLYGRAPH INC	EXAMS - PHYSICAL	440-543	07	200.00
03/10/2025	APCHK	103261	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
03/10/2025	APCHK	103263	DUPAGE CNTY CHIEFS OF POL.ASSN.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	125.00
03/10/2025	APCHK	103264	DUPAGE COUNTY TREASURER	RADIO DISPATCHING	675-235	30	28,900.40
03/10/2025	APCHK	103268*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	12,313.60
				EMP DED PAY- INSURANCE	210-204	00	11,846.50
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	70.21
				LIFE INSURANCE - COMMISSIONERS	435-148	07	21.24
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	(2,674.31)
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	7,391.64
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,210.59
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	43,475.24
				PSEBA BENEFITS	630-142	30	1,525.00
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,936.18
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	4,585.70
				LIFE INSURANCE - PLAN COMMISSION	810-148	40	70.21
				CHECK APCHK 103268 TOTAL FOR FUND 01:			84,771.80
03/10/2025	APCHK	103270	GREAT LAKES WATER & SAFETY	UNIFORMS	630-345	30	768.00
				UNIFORMS	630-345	30	768.00
				CHECK APCHK 103270 TOTAL FOR FUND 01:			1,536.00
03/10/2025	APCHK	103272	HERITAGE PRAIRIE FARM	ACTIVE ADULT PROGRAM	590-517	20	500.00

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Fund: 01 GENERAL FUND							
03/10/2025	APCHK	103273	HIGH STAR TRAFFIC	ROAD SIGNS	755-333	35	560.10
03/10/2025	APCHK	103274*	HOME DEPOT CREDIT SERVICES	MAINTENANCE - EQUIPMENT OPERATING SUPPLIES & EQUIPMENT	570-411 710-401	20 35	327.50 111.32
				CHECK APCHK 103274 TOTAL FOR FUND 01:			438.82
03/10/2025	APCHK	103275	INT ASSOC OF CHIEFS OF POLICE	SCHOOLS/CONFERENCES/TRAVEL SCHOOLS/CONFERENCES/TRAVEL	630-304 630-304	30 30	650.00 735.00
				CHECK APCHK 103275 TOTAL FOR FUND 01:			1,385.00
03/10/2025	APCHK	103276	JOSEPH LAVALLE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	224.70
03/10/2025	APCHK	103277*	KONICA MINOLTA BUSINESS SOLUTIONS	COPY SERVICE COPY SERVICE COPY SERVICE COPY SERVICE	455-315 630-315 630-315 810-315	10 30 30 40	150.00 150.00 150.00 150.00
				CHECK APCHK 103277 TOTAL FOR FUND 01:			600.00
03/10/2025	APCHK	103278*	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	13,650.00
03/10/2025	APCHK	103279	LAW ENFORCEMENT RECORDS MNGRS IL	FEES/DUES/SUBSCRIPTIONS FEES/DUES/SUBSCRIPTIONS	630-307 630-307	30 30	80.00 100.00
				CHECK APCHK 103279 TOTAL FOR FUND 01:			180.00
03/10/2025	APCHK	103281	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	224.70
03/10/2025	APCHK	103282	LOTS-A KNOTS FAMILY BAKERY, LLC	ACTIVE ADULT PROGRAM	590-517	20	359.48
03/10/2025	APCHK	103286	MIKE KROL	SCHOOLS/CONFERENCES/TRAVEL	810-304	40	197.01
03/10/2025	APCHK	103287*	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING MAINTENANCE - BUILDING MAINTENANCE - EQUIPMENT MAINTENANCE - BUILDING	466-228 466-228 570-411 630-228	10 10 20 30	11,880.00 1,222.50 900.00 1,222.50
				CHECK APCHK 103287 TOTAL FOR FUND 01:			15,225.00
03/10/2025	APCHK	103288*	NICOR GAS	NICOR GAS (835 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS (7760 QUINCY)	466-236 570-235 630-235	10 20 30	501.52 370.44 707.83

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Fund: 01 GENERAL FUND							
				NICOR GAS	725-415	35	690.80
				CHECK APCHK 103288 TOTAL FOR FUND 01:			2,270.59
03/10/2025	APCHK	103289	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	11,200.00
				TREE MAINTENANCE	750-338	35	7,680.00
				TREE MAINTENANCE	750-338	35	7,000.00
				CHECK APCHK 103289 TOTAL FOR FUND 01:			25,880.00
03/10/2025	APCHK	103290	NORMA HERRERA	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	208.00
03/10/2025	APCHK	103291#	ODELSON, MURPHEY, FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10	285.00
				LEGAL FEES	820-239	40	95.00
				CHECK APCHK 103291 TOTAL FOR FUND 01:			380.00
03/10/2025	APCHK	103292#	ORBIS SOLUTIONS	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	280.00
				CONSULTING SERVICES - IT	460-306	10	1,038.40
				CONSULTING SERVICES - IT	460-306	10	1,038.40
				INFORMATIONAL TECH SERVICES	555-308	20	415.37
				INFORMATIONAL TECH SERVICES	555-308	20	415.37
				INFORMATIONAL TECH SERVICES	640-308	30	4,361.33
				INFORMATIONAL TECH SERVICES	640-308	30	4,361.33
				INFORMATIONAL TECH SERVICES	715-308	35	692.28
				INFORMATIONAL TECH SERVICES	715-308	35	692.28
				INFORMATIONAL TECH SERVICES	815-308	40	5,845.98
				INFORMATIONAL TECH SERVICES	815-308	40	415.37
				INFORMATIONAL TECH SERVICES	815-308	40	415.37
				CHECK APCHK 103292 TOTAL FOR FUND 01:			19,971.48
03/10/2025	APCHK	103293	PETRESKI, ALEX	BTCO24-002 - PB22-293	210-109	00	20,000.00
03/10/2025	APCHK	103294#	PETTY CASH OR CASH	COMMISSARY PROVISION	455-355	10	17.04
				ACTIVE ADULT PROGRAM	590-517	20	120.00
				FEES/DUES/SUBSCRIPTIONS	810-307	40	4.00
				CHECK APCHK 103294 TOTAL FOR FUND 01:			141.04
03/10/2025	APCHK	103295	RAGS ELECTRIC, INC	MAINTENANCE	725-410	35	3,305.00
03/10/2025	APCHK	103296	RICK VALENT	FEES/DUES/SUBSCRIPTIONS	710-307	35	65.00
03/10/2025	APCHK	103297	RYDIN	PRINTING & PUBLISHING	810-302	40	401.36

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
03/10/2025	APCHK	103298	SOLITUDE LAKE MANAGEMENT, LLC	MAINTENANCE - EQUIPMENT	570-411	20	464.65
				MAINTENANCE - EQUIPMENT	570-411	20	464.65
				MAINTENANCE - EQUIPMENT	570-411	20	79.35
				CHECK APCHK 103298 TOTAL FOR FUND 01:			1,008.65
03/10/2025	APCHK	103299*#	TAMELING GRADING	STREET IMPROVEMENTS	765-685	35	1,230.00
03/10/2025	APCHK	103300	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	1,670.40
03/10/2025	APCHK	103301	THE DAVENPORT GROUP USA, LTD.	SPECIAL PROJECTS	810-305	40	22,264.20
03/10/2025	APCHK	103302	THE JACOB HENRY MANSION ESTATE	ACTIVE ADULT PROGRAM	590-517	20	200.00
03/10/2025	APCHK	103303	THE JACOB HENRY MANSION ESTATE	ACTIVE ADULT PROGRAM	590-517	20	200.00
03/10/2025	APCHK	103304	THE JOFFREY BALLET	ACTIVE ADULT PROGRAM	590-517	20	746.00
03/10/2025	APCHK	103305	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	200.00
03/10/2025	APCHK	103306	TONY CANNOLI LLC	ACTIVE ADULT PROGRAM	590-517	20	228.00
03/10/2025	APCHK	103308	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,000.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,800.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,700.00
				CHECK APCHK 103308 TOTAL FOR FUND 01:			13,500.00
03/10/2025	APCHK	103311	WEST CENTRAL MUNICIPAL CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	195.00
03/10/2025	APCHK	103312	WHITE PINES LODGE	ACTIVE ADULT PROGRAM	590-517	20	600.00
03/10/2025	APCHK	103313	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	25.00
				Total for fund 01 GENERAL FUND			326,530.85

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Fund: 02 WATER FUND							
03/10/2025	APCHK	103244	ALARM DETECTION SYSTEMS INC	PHONE - TELEPHONES	401-201	50	235.05
				PHONE - TELEPHONES	401-201	50	273.03
				PHONE - TELEPHONES	401-201	50	394.89
				CHECK APCHK 103244 TOTAL FOR FUND 02:			902.97
03/10/2025	APCHK	103247	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	740.00
03/10/2025	APCHK	103252	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC	425-474	50	500.00
03/10/2025	APCHK	103265	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				SPOILS HAULING SERVICES	430-280	50	5,500.00
				CHECK APCHK 103265 TOTAL FOR FUND 02:			16,500.00
03/10/2025	APCHK	103266	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	58.90
03/10/2025	APCHK	103267	FOX TOWN PLUMBING INC	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	189.00
03/10/2025	APCHK	103268*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	8,840.45
03/10/2025	APCHK	103269	GRAINGER	VEHICLE MAINTENANCE	401-350	50	653.54
03/10/2025	APCHK	103271	HACH CHEMICAL COMPANY	OPERATING EQUIPMENT	430-401	50	3,414.00
03/10/2025	APCHK	103274*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	17.46
				VEHICLE MAINTENANCE	401-350	50	60.92
				OPERATING EQUIPMENT	430-401	50	115.91
				CHECK APCHK 103274 TOTAL FOR FUND 02:			194.29
03/10/2025	APCHK	103278*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	9,100.00
03/10/2025	APCHK	103284	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
03/10/2025	APCHK	103285	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	4,410.53
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	3,402.86
				CHECK APCHK 103285 TOTAL FOR FUND 02:			7,813.39
03/10/2025	APCHK	103299*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	1,474.00
				WATER DISTRIBUTION REPAIRS/MAINTENANCE	430-277	50	440.00
				SPOILS HAULING SERVICES	430-280	50	2,495.50
				CHECK APCHK 103299 TOTAL FOR FUND 02:			4,409.50

03/07/2025 09:37 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 03/10/2025 - 03/11/2025

Page 7/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
03/10/2025	APCHK	103307	ULINE	FURNITURE & OFFICE EQUIPMENT	401-405	50	1,470.13
03/10/2025	APCHK	103310	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	907.84
				POSTAGE & METER RENT	401-311	50	885.60
				CHECK APCHK 103310 TOTAL FOR FUND 02:			1,793.44
				Total for fund 02 WATER FUND			56,717.61

03/07/2025 09:37 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 03/10/2025 - 03/11/2025

Page 8/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
03/10/2025	APCHK	103253*#	CAR REFLECTIONS	POLICE VEHICLES	600-317	55	5,925.00
03/10/2025	APCHK	103262	DIXON ENGINEERING, INC.	WATER TOWER REPAIRS/MAINT	600-604	55	4,250.00
				WATER TOWER REPAIRS/MAINT	600-604	55	8,200.00
				CHECK APCHK 103262 TOTAL FOR FUND 10:			12,450.00
03/10/2025	APCHK	103280	LIVING WATERS CONSULTANTS	BORSE PARK PHASE II	600-347	55	1,000.00
03/10/2025	APCHK	103309	UPLAND DESIGN, LTD.	BORSE PARK - PHASE III	600-355	55	40,679.80
				Total for fund 10 CAPITAL PROJECT FUND			60,054.80

03/07/2025 09:37 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 03/10/2025 - 03/11/2025

Page 9/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
03/10/2025	APCHK	103268*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	1,254.78
Total for fund 15 RT 83/PLAINFIELD RD BUSINESS							
1,254.78							

03/07/2025 09:37 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 03/10/2025 - 03/11/2025

Page 10/10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
03/10/2025	APCHK	103283	MALLON AND ASSOCIATES, INC.	OTHER PROFESSIONAL SERVICE (WEDP)	540-425	80	5,000.00
				Total for fund 17 SERIES 2022 BOND			5,000.00
			TOTAL - ALL FUNDS				449,558.04

'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



Village of
WILLOWBROOK

**Village Administrator's
Office**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: March 10, 2025

SUBJECT:

MOTION TO TRANSFER ADDITIONAL SURPLUS FUNDS FROM THE GENERAL FUND TO THE OPPORTUNITY RESERVE FUND.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, Chief Financial Officer
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is requesting to transfer surplus funds from the General Fund to the Opportunity Reserve Fund.

BACKGROUND/SUMMARY

At the December 12, 2022 Village Board meeting, the Village Board passed the following motions:

- a. Change the General Fund's fund balance policy from 33% (120 days) to a range of 40% to 50% of approved operating expenditures.
- b. Create an Opportunity Reserve Fund that accounts for the surplus funds transferred from the General Fund and use of these funds, as directed by the Board.
- c. Transfer \$6,189,686.80 from the General Fund to the Opportunity Reserve Fund.

The increase in the targeted reserve of the General Fund's fund balance from 33% to a range of 40% to 50% allows Village staff to better manage economic uncertainty and cash flow needs, while yielding available resources for unexpected occurrences and/or planned opportunities. The surplus funds in the Opportunity Reserve Fund add flexibility to future annual budgets, as the Village Board may appropriate and approve these funds to be used for capital projects, economic development, debt service payments, and/or unforeseen events or needs.

On April 30, 2023, the General Fund's unassigned fund balance, net of the approved transfer of surplus funds to the Opportunity Reserve Fund, was \$1,736,181 more than 40% of the total approved operating expenditures for Fiscal Year 2024-2025.

FINANCIAL IMPACT

In keeping with the fund balance policy of the General Fund, which is to keep a reserve of 40–50% of total approved operating expenditures, the targeted fund balance at 40% is \$5,021,852, with surplus funds of \$1,736,181. Village staff is recommending that \$1,736,181 of surplus funds be transferred from the General Fund to the Opportunity Reserve Fund.

If approved, the Opportunity Reserve Fund total balance will be \$8,404,072.

RECOMMENDED ACTION:

Pass the motion to transfer the surplus funds from the General Fund to the Opportunity Reserve Fund.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7

DATE: March 10, 2025

SUBJECT:

AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF TRAFFIC CONTROL SIGNAGE FROM HIGH STAR TRAFFIC FOR THE CURRENT FISCAL YEAR

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests the Village Board approve the purchase of \$2,444.45 from High Star Traffic as expected purchases will exceed \$20,000 from a single vendor and waive the competitive bidding process and authorize High Star Traffic to provide traffic control services and signage.

BACKGROUND/SUMMARY

High Star Traffic was formed by rebranding three of the premier, founder-led traffic companies in the industry, Traffic Control & Protection (TCP), Traffic Services, Inc (TSI), and Traffic Control Specialists (TCS). The merger allowed the expansion of services and a single stop for equipment rentals, traffic control services, and signage. Prior to the merger staff would request competitive pricing from these companies for the services and commodities they offered.

Some of High Star Traffic's recent projects for the Village have been the rental of message boards for Light Up the Night, the newly designed street name signs, and traffic control services for water and storm sewer maintenance repairs.

With services and commodities already completed and additional expenditures expected in the remaining months of FY2024/2025, to comply with the Village's procurement policies and procedures when exceeding \$20,000 with a single vendor, staff is requesting approval of the sign and sign components quote and for a waiver of competitive bidding for future purchases.

FINANCIAL IMPACT

Funding in FY2024/2025 will be utilized for various operating and capital expenditures as needed to complete public works maintenance and improvements. Staff will present future budget amendments for approval as needed.

RECOMMENDED ACTION:

Staff is requesting the Village Board waive the competitive bidding process and authorize High Star Traffic for traffic control services and signage purchases.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING THE PURCHASE OF TRAFFIC CONTROL SIGNAGE FROM HIGH
STAR TRAFFIC FOR THE CURRENT FISCAL YEAR**

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals from High Star Traffic for various traffic control signage at a cost of Two Thousand Four Hundred Forty-Four and 45/100ths Dollars (\$2,444.45); and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that the competitive bidding process be waived for the purchase of various traffic control signage for the Village from High Star Traffic.

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

SECTION 1: the foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, as if fully recited herein.

SECTION 2: The competitive bidding process for the purchase of various traffic control signage be and is hereby waived.

SECTION 3: The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a purchase order with High Star Traffic for various traffic control signage at a total cost not to exceed Two Thousand Four Hundred Forty-Four and 45/100ths Dollars (\$2,444.45), which purchases are hereby approved. A copy of said purchase order is attached hereto as Exhibit “A” and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: The Village Administrator of the Village of Willowbrook be and is hereby further authorized and directed to execute, on behalf of the Village, subsequent purchase orders with High Star Traffic for various traffic control signage during the remaining current fiscal year, on an as-needed basis, so long as said subsequent individual purchase orders do not exceed Twenty Thousand and 00/100ths Dollars (\$20,000.00).

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 10th day of March, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”



High Star Traffic
Traffic Control & Protection
225 Miles Parkway
Bartlett, IL 60103
An Equal Opportunity Employer
Phone 630-293-0026

Quote

Date
2/18/2025

Quote No
4678

Customer

Willowbrook Village of
7760 Quincy St
Willowbrook, IL 60527

Ship To

Willowbrook Village of
Attn A.J. Passero
700 Willowbrook Centre Pkwy
Willowbrook, IL 60527

Terms	Rep	FOB	Shipping Method	Estimated Ship Date	Page
Net 30	DMC	Bartlett IL	CPU		1

DESCRIPTION	QTY	UNIT PRICE	EXTENDED
30" FYG 080 School Symbol	10	76.00	760.00*
24 X 8 FYG 080 School	3	30.15	90.45*
24 X 12 DG B/FYG 080 Left Diagonal Arrow	4	23.85	95.40*
24 X 12 DG B/FYG 080 Right Diagonal Arrow	3	23.85	71.55*
24 X 12 FYG 080 Ahead	9	23.85	214.65*
30" HIP B/FYG 080 School Speed Limit Ahead Symbol	2	114.30	228.60*
24 X 30 HIP 080 End SchoolZone	1	65.40	65.40*
Telspar Post 2.00" 14GA 10'	12	46.50	558.00*
Telspar Anchor 2.25" 12GA 3'	12	21.70	260.40*
3/8" Steel Drive Rivet w/ Washer	100	1.00	100.00*

* means item is non-taxable

TOTAL AMOUNT **2,444.45**

CUSTOMERS ARE RESPONSIBLE FOR SECURING AND STRAPPING OF THEIR ORDER

Orders for custom products cannot be cancelled or returned once an order has been placed. Returns of stock items will not be accepted without prior approval – call to discuss. Standard restocking fee is 25%. No returns will be authorized after 30 days.

Ship Date	/	/
# of Packages	Weight	
Delivered By: _____		

Customer Signature _____

PRICE QUOTES WILL ONLY BE HELD FOR 7 DAYS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. ITEMS MAY BECOME UNAVAILABLE & LEAD TIMES WILL BE LONGER THAN USUAL.



Village of **WILLOWBROOK**

**Parks &
Recreation**

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: March 10, 2025

SUBJECT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, PHASE THREE, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution approving a grant agreement between The State of Illinois, Department of Natural Resources and the Village of Willowbrook for Borse Memorial Community Park Phase III Project Open Space Lands Acquisition and Development (OSLAD) grant.

BACKGROUND/SUMMARY

The Village of Willowbrook was awarded \$600,000 OSLAD grant from the IDNR for the Phase III project of the Borse Memorial Community Park project. The grant agreement covers the terms and conditions of the grant acceptance and the responsibility of the Village to carry out the requirements of the agreement to ensure project completion occurs within 24 months of an approved agreement, competitive bidding and, best practice construction practices are utilized, define the scope of award activity, and reimbursement of expenditures.

With an OSLAD grant award, staff will have to report on the progress of the project for three years from final expenditure report date. In addition, there are several financial requirements and reports that the Village will be responsible for providing to Illinois Department of Natural Resources at the completion of the project.

FINANCIAL IMPACT

The grant award from Illinois Department of Natural Resources for Borse Memorial Community Park Phase III is for \$600,000.

RECOMMENDED ACTION:

Staff's recommendation is to approve the Open Space Lands Acquisition and Development (OSLAD) grant agreement between The State of Illinois, Department of Natural Resources and the Village of Willowbrook for the Borse Memorial Community Park Phase III Project.

RESOLUTION NO. 25-R-____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR THE BORSE
MEMORIAL COMMUNITY PARK RENOVATION PROJECT, PHASE THREE, 208
MIDWAY DRIVE, WILLOWBROOK, ILLINOIS**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois (the “Village”), is a home rule unit of government duly organized, existing and created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Village of Willowbrook will be entering the final phase of the three-phase renovation and improvement of Borse Memorial Community Park (the “Project”); and

WHEREAS, the total projected cost for the Project is estimated to be approximately \$3,594,000; and

WHEREAS, the Village applied for and was awarded a grant under the Open Space Lands Acquisition and Development (OSLAD) Program from the Illinois Department of Natural Resources for the Project in the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into a Grant Agreement with the Illinois Department of Natural Resources for the Project for matching funds for the construction of improvements to Borse Memorial Community Park in the Village.

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

SECTION 1. The above recitals are incorporated herein as the findings of the corporate authorities of the Village of Willowbrook as express provisions of this Resolution.

SECTION 2. The Grant Agreement between the State of Illinois Department of Natural Resources and the Village (the “Grant Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof, is hereby approved. The Mayor of the Village of Willowbrook shall be and is hereby authorized and directed to execute the Grant Agreement, on behalf of the Village of Willowbrook.

SECTION 3. The Director of Parks and Recreation, of the Village of Willowbrook, with the assistance of the Village Administrator of the Village of Willowbrook, is hereby directed to deliver the Grant Agreement to the Illinois Department of Natural Resources.

SECTION 4. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 10th day of March, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

Exhibit "A"

**GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS DEPARTMENT OF
NATURAL RESOURCES AND THE VILLAGE OF WILLOWBROOK**



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Department Of Natural Resources
AND
VILLAGE OF WILLOWBROOK**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF NATURAL RESOURCES

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

Designee

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

Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____

Third Grantor Approver

VILLAGE OF WILLOWBROOK

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

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____

Second Grantee Approver
(Optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

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

2.2. Amount of Agreement. Grant Funds must not exceed \$600,000.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-0970 and the CSFA Name is OSLAD - Open Space Land Acquisition and Development (FY25). If applicable, the State Award Identification Number (SAIN) is OS-25-2667.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and PMANAFW11UH3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 36-6097046 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time-period, the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time-period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

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

provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

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

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

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

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

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

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

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

- (i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
- (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time

spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be

separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

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

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

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

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

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

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

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents, and information relevant to the Award. Grantor may make site visits as

warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

- (a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.
- (b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.
- (c) The CYEFR must follow a format prescribed by Grantor.

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

- (a) This Paragraph applies to Grantees that are not "for-profit" entities.
- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in

accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

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

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

7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

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

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

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

ARTICLE XV
NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XVII
CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

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

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products

under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

Borse Memorial Community Park Phase 3

208 Midway Drive
Willowbrook, IL 60527

Borse Memorial Community Park is a 17.17-acre site, opened in 1986, currently undergoing renovations. The project goal is to increase the number of amenities available to the community, improve existing recreational opportunities, and enhance the accessibility of the current spaces.

Recreational Amenities:

- Multi-use Trail Renovation – 0.39 miles (existing trail is 19 years old)
- New Pavilion and Restroom Building
- New Splash Pad
- New 2–12-Year-Old Playground
- New Shelter at Playground
- Softball Field Renovations - Three Fields
- New Pavilion at Sports Courts
- Basketball Court Renovation – 1 court
- Veterans Memorial

Habitat and Conservation Elements:

- New Pollinator Walk

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (100% for Disadvantaged Communities) through OSLAD.

The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference. Project reimbursement requests shall be submitted at project completion unless otherwise approved by IDNR. Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet.

If the approved OSLAD 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 C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Josh LeMasters

Title: Conservation Grant Administrator

Address: 1 Natural Resources Way, Springfield, IL 62702

GRANTEE CONTACT

Name: Dustin Kleefisch

Title: Director of Parks and Recreation

Address: 835 Midway Drive, Willowbrook, IL 60527

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Josh LeMasters	Name: Dustin Kleefisch
Title: Conservation Grant Administrator	Title: Director of Parks and Recreation
Address: 1 Natural Resources Way, Springfield, IL 62702	Address: 835 Midway Drive, Willowbrook, IL 60527
Phone: (217) 557-1238	Phone: (630) 920-2429
TTY#:	TTY#:
E-mail Address: joshua.t.lemasters@illinois.gov	E-mail Address: dkleefisch@willowbrook.il.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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

Providing community members with outdoor recreational opportunities that can be utilized by members of the public.

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

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

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

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

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

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

EXHIBIT E

SPECIFIC CONDITIONS

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

ICQ Section: 05-Audit
Conditions: Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
Risk Explanation: Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.
How to Fix: Implementation of grantee's corrective action plan.
Timeframe: When corrective action is complete.

PART TWO –GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

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

ARTICLE XXIV LABOR ACTs

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

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

ARTICLE XXV ADDITIONAL BUDGET PROVISIONS

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

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

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

- (a) Direct the Grantee to refund Grant Funds disbursed to it under this Agreement for costs determined ineligible,
- (b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,
- (c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

ARTICLE XXVII
ADDITIONAL MODIFICATION PROVISIONS

27.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 2.1 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

ARTICLE XXVIII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

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

ARTICLE XXIX
APPLICABLE STATUTES

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

29.1. **Grantee Responsibility.** All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations.

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

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

29.4. **Steel Products Procurement Act (30 ILCS 565 et seq.).** The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

ARTICLE XXX
ADDITIONAL MISCELLANEOUS PROVISIONS

30.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation,

Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

ARTICLE XXXI
ADDITIONAL REQUIRED CERTIFICATIONS

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

31.1. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

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

ARTICLE XXXII
INCORPORATION

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

PART THREE –PROJECT-SPECIFIC TERMS

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

ARTICLE XXXIII REPORT DELIVERABLE SCHEDULE

33.1. **Periodic Reports**. The Grantee is required to submit the following periodic reports based on the Reporting Period and Due Dates listed below.

- (a) Periodic Performance Report (PPR) – describes the progress of the activities/implementation of the project
- (b) Periodic Financial Report (PFR) – documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget.

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

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

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

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

33.3. **Failure to provide the Final Project Report**. May render the Grantee ineligible to receive payments under the current award or make them ineligible for future awards.

ARTICLE XXXIV EQUIPMENT REPORTS

34.1. **Equipment reports**. Are due on December 31st during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (Administrative Rule 3060.80 (b) 7)

ARTICLE XXXV
REIMBURSEMENT OF COSTS INCURRED

35.1. Reimbursement based program. Grant funds are available on a reimbursement basis for expenditures incurred by the Grantee during the grant Term as identified in this Agreement. Costs incurred prior to the effective date identified in the Term of this Agreement, and costs incurred after the expiration date for the Term of this Agreement are not eligible for reimbursement.

ARTICLE XXXVI
OSLAD SPECIFIC FINANCIAL INFORMATION

36.1. Advance Payment/Reimbursement. An advance payment of 50% of the grant award may be paid to the Grantee. The Grantee may opt out of the advance payment at the time of the award of the grant. Reimbursement of costs shall be handled in accordance with the following:

(a) Grantee Receives Advance Payment. If the Grantee chooses to receive the advance payment it will be paid to the Grantee at the time the Grantor awards the grant. The remaining 50% of the grant award shall be distributed to the Grantee on a reimbursement basis. The Grantee must provide to the Grantor all bills/receipts, payments/canceled checks, and any other documentation required by the Grantor to document the expenditure of the advanced funds, including interest. No reimbursement of the remaining 50% of the grant award will occur until documentation of all advanced funds, including interest, is approved by the Grantor. Once the Grantor approves the expenditure of the advanced funds, including interest, the 50% balance of the grant funds will be paid out on a reimbursement basis.

(b) Grantee Opt's Out of Advance Payment. The Grantee may opt out of receiving the advance payment at the time of the award of the grant. The Grantee must provide to the Grantor all bills/receipts, payments/canceled checks, and any other documentation required by the Grantor for reimbursement of all costs incurred.

(c) Grant Extension. The Grantor shall consider the Grantee's request for an extension to the grant if:

- (i) The advanced payment is expended or legally obligated within the 2 years required by Section 5 of the Illinois Grant Funds Recovery Act, or;
- (ii) No advance payment was made.

36.2. Interest-bearing Account. The Grantee is required to deposit the 50% advance payment in an separate interest-bearing account separate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds.

36.3. Project Costs. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Open Space Lands Acquisition and Development Grant Program as so specified in 17 Illinois Administrative Code Part 3025.

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

Packet.

36.5. Project Reimbursement requests. Project reimbursement requests are to be submitted to the Grantor quarterly. Forms and instructions presented in the Implementation and Billing Requirements must be used.

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

36.7. Record Maintenance. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to the Grantor and the State of Illinois, Auditor General or 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.

36.8. Audit. Grantees receiving a cumulative total of \$500,000 or more in state OSLAD 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.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to the Grantor, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

36.9. Disallowed Costs. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by the Grantor or its representative, the Grantee shall be responsible for repayment of such costs.

ARTICLE XXXVII OSLAD SPECIFIC TERMS

37.1. The purpose of Agreement. To enable the Grantor to provide financial assistance to the Grantee to acquire or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.

37.2. Project Implementation. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.

37.3. Project Progress. 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 the Grantor per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Grantor under this Agreement.

37.4. 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 the Grantor's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Grantor as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

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

37.6. Public Access. Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex, age, 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.

37.7. Land Acquisition. Projects receiving funding for land acquisition from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

37.8. Program Compliance/Maintenance Requirements – Project Development. Projects receiving funding for development from the OSLAD program shall be bound by the terms of this Agreement for the time period specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70).

Total Grant Award	Time Period After Final Billing
\$1 to \$50,000	6 years
For every \$25,000 increment over \$50,000	Add 1 year

37.9. Program Compliance/Maintenance Requirements – Acquisition Projects. Land acquired with funding assistance from the Illinois Bicycle Path Grant Program shall be operated and maintained in perpetuity for public outdoor recreation use.

37.10. Conversion. Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Grantor 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 3025.70).

37.11. Appraisal. For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to the Grantor for review and certification to establish the property's market value. The appraisal must be completed to the Grantor specifications (17 Ill. Adm. Code 3025.70).

37.12. Property Title/Deed. For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for the period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by the Grantor. The Grantor will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits the Grantee from entering into such a long-term agreement, or other circumstances beyond the control of the Grantee prohibit such arrangements.

37.13. Procurement. The Grantee must adhere to applicable state and local procurement requirements and make available to the Grantor 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 Grantor for review prior to publication.

37.14. Operation and Maintenance. The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

(a) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to the Grantor and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.

(b) the Grantor shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

(c) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to the Grantor, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

37.15. Project Deviations. 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 the Grantor. Specific actions regarded as significant deviations include, but are not limited to:

a) 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.

b) 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 the Grantor. 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.

c) 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 the Grantor. (All future utility lines servicing the project site, except as noted, must be buried.)

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

37.17. Assignment. No assignment of grant provisions or duties is allowed.

37.18. Accessibility - Americans with Disabilities Act. All facilities constructed with state OSLAD 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).

37.19. Business Enterprise Program. 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.

37.20. Access. It is agreed and understood by the Grantee that the Grantor 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 the Grantor reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

37.21. Incorporation. The OSLAD Grant Manual, the Grant Application, Grant Budget, and Implementation and Billing Packet is hereby incorporated herein by reference and made a material and binding part of this Agreement.

ARTICLE XXXVIII
ACKNOWLEDGEMENT OF FUNDING SOURCE

38.1. Program Acknowledgement. Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by the Grantor or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

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



Village of **WILLOWBROOK**

Police

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: March 10, 2025

SUBJECT:

WILLOWBROOK TOWN CENTER - FLOCK SAFETY FALCON LPR CAMERAS

- a. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A FIRST AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOWBROOK TOWN CENTER, LLC
- b. A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Gerard Wodka, Deputy Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval for a first amendment to the license agreement between the Village of Willowbrook and Willowbrook Town Center LLC. The amendment will include the installation and maintenance of two Flock Safety Falcon license plate recognition (LPR) cameras on the Town Center Property. Additionally, Village staff is requesting approval to execute a professional services agreement with Flock Group for the installation and maintenance of the two additional LPR cameras to be added on the Town Center property.

BACKGROUND/SUMMARY

In March of 2023, the Village of Willowbrook was approved for a grant awarded by the State of Illinois Attorney General's Office to help with its Organized Retail Crime (ORC) program. As part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems. Staff worked on partnering with local retail areas including Willowbrook Town Center and adopted a resolution approving a licensing agreement with Willowbrook Town Center LLC for the installation of six Sentry 6000 Mobile Pro camera devices.

On October 28, 2024, the Village Board was briefed by staff on the possible development of a Business District Safety Plan to include initiatives to increase pedestrian safety and decrease vehicular threats and potential criminal activities in the business district. After receiving consensus to move forward with the funding allocations of \$30,000 in bollard installation, \$50,000 in security cameras, and \$35,000 in increased police patrols, staff began meeting with various property owners in the business district.

Currently, Willowbrook Town Center LLC has been the only property owner to express interest in participation in the security camera initiative of the Business District Safety Plan. Willowbrook Town Center staff requested Village staff explore the option of adding Flock LPR cameras to the property in lieu of an integration with private security cameras. Willowbrook Town Center staff stated that they are familiar with the Flock LPR products and



have them in place at other properties. Using Flock LPR cameras was a preferred method of enhancing surveillance, as there was little interest from their tenants in a collaborative private security camera initiative.

After reaching out to the vendor, Flock Safety, and speaking with the stakeholders, an agreement was made to draft a first amendment to the current licensing agreement allowing for the installation of the six Sentry 6000 Mobile Pro camera and add the additional two Flock LPR cameras to the agreement. The two new Flock LPR cameras would be installed on the Willowbrook Town Center LLC property but would be maintained in the same fashion as the Village's exiting LPR cameras.

The two additional LPR cameras would be purchased and paid for by the Village under a five-year professional services agreement covering installation, maintenance, repair, and replacement for a total cost of \$30,800 over the five years. These two additional LPR cameras will increase the Village's total to seventeen. These additional cameras, in conjunction with other organized retail theft initiatives, will provide the most effective coverage and aid in the effort to gather evidence to solve crimes. For the purposes of this staff report, the proposed camera locations have not been included.

FINANCIAL IMPACT

The overall financial impact for the addition of the two LPR cameras would be \$30,800.00 to be paid with the Business District Funds allocated by the Village Board in October of 2024.

Billing Schedule Amount	
Year 1 – after 1 st camera validation	\$6,800.00
Annual recurring after Year 1	\$6,000.00
Contract Total (5-year)	\$30,800.00

RECOMMENDED ACTION:

Staff is recommending approval of the two resolutions.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
ACCEPTANCE OF A FIRST AMENDED AND RESTATED NON-EXCLUSIVE
LICENSE AGREEMENT WITH WILLOWBROOK TOWN CENTER, LLC**

WHEREAS, in March of 2023, the Village of Willowbrook (the “Village”) was approved for a grant by the State of Illinois Attorney General’s Office to help with its organized retail crime (ORC) program, and as part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems; and

WHEREAS, on June 26, 2023, the Village Board approved the purchase of these Mobile Pro Camera Systems (“Security Cameras”) in order to assist in police investigations and enhance public safety; and

WHEREAS, Willowbrook Town Center, LLC is the owner of that certain shopping center known as Willowbrook Town Center located at 7185 Robert Kingery Highway, Willowbrook, Illinois (the “Property”); and

WHEREAS, the Village, by Resolution adopted on October 9, 2023, approved a Non-Exclusive License Agreement with Willowbrook Town Center, LLC (“Licensor”), where Licensor granted the Village a certain non-exclusive license (the “License”) for the purpose of installing, attaching, maintaining and using six (6) security cameras at the Property to assist in police investigations and enhance public safety, in accordance with the terms and conditions of the Non-Exclusive License Agreement; and

WHEREAS, the Village and Licensor now desire to enter into a First Amended and Restated Non-Exclusive License Agreement to add the installation, attachment, maintenance and use of two (2) automatic license plate readers on stand-alone poles at the Property, as set forth in that certain First Amended and Restated Non-Exclusive License Agreement Between

Willowbrook Town Center, LLC and the Village of Willowbrook, attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. It is hereby determined that it is advisable, necessary, and in the public interest, that the Village accept, enter into and approve the First Amended and Restated Non-Exclusive License Agreement with Licensor, for the purpose of the construction, installation, maintenance and use of two (2) automatic license plate readers at the Property, owned and maintained by Licensee, as described in the First Amended and Restated Non-Exclusive License Agreement.

SECTION 3. The corporate authorities hereby approve that certain First Amended and Restated Non-Exclusive License Agreement with Licensor, Willowbrook Town Center, LLC, a copy of which is attached hereto and marked as Exhibit "A".

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. The Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the First Amended and Restated Non-Exclusive License Agreement with Licensor, Willowbrook Town Center, LLC, attached hereto and marked as Exhibit "A",

PASSED and APPROVED this 10th day of March, 2025, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

First Amended and Restated Non-Exclusive License Agreement

FIRST AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT

This First Amended and Restated Non-Exclusive License Agreement (the "License") is made and entered into on this ____ day of March, 2025, by and between Willowbrook Town Center LLC, an Illinois limited liability corporation (herein referred to as "Licensor") and the Village of Willowbrook, DuPage County, Illinois, an Illinois municipal corporation (herein referred to as "Licensee"). Licensor and Licensee are sometimes referred to herein as the "Party(ies)."

RECITALS

WHEREAS, the Licensee and Licensor entered in a Non-Exclusive License Agreement on October 9, 2023, for the installation, attachment, maintenance and use of six (6) security cameras on property owned by Willowbrook Town Center LLC, commonly known as the parking lot of 7185 Kingery Hwy, Willowbrook, Illinois (the "Property") (the "Original Agreement"); and

WHEREAS, the Licensee and Licensor now desire to amend and restate said Original Agreement to allow for the installation, attachment, maintenance and use of two (2) automatic license plate readers on stand-alone poles, owned and maintained by the Licensee at the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

(1) **AMENDMENT AND RESTATEMENT.** This License constitutes the complete and exclusive agreement between the Licensor and Licensee and supersedes and replaces in its entirety the Original Agreement. All rights and obligations of the parties under the Original Agreement are hereby terminated, except as specifically provided in this License.

(2) **EQUIPMENT INSTALLATION.** Licensee desires to enter onto property owned by Willowbrook Town Center LLC, commonly known as the parking lot of 7185 Kingery Hwy, Willowbrook, Illinois (the "Property"), for the purpose of installing and attaching six (6) Sentry 6000 Mobile Pro Systems camera devices onto six (6) parking lot light poles owned and maintained by Willowbrook Town Center LLC; and two (2) automatic license plate readers on stand-alone poles owned and maintained by Licensee; and the Licensor is willing to grant Licensee a temporary non-exclusive license to do so, on the terms and conditions set forth below.

(3) **LICENSE.** Licensor hereby grants Licensee a temporary non-exclusive license for the purpose of installing, attaching, maintaining and using six (6) Sentry 6000 Mobile Pro Systems camera devices onto six (6) parking lot light poles owned and maintained by Willowbrook Town Center LLC, and two (2) automatic license plate readers on stand-alone poles owned and maintained by Licensee; subject to the terms and conditions set forth in this License.

(4) TERM. The term of this License shall begin upon execution of this License by both Parties and continue until revoked or terminated, in writing, by either party as hereinafter provided (the "License Term").

(5) RESTRICTION ON USE. Licensee shall only use the Property for the purposes stated above. Licensee shall not store or permit any storage of any materials or items on the Property other than attaching six (6) Sentry 6000 Mobile Pro Systems camera devices onto six (6) parking lot light poles which shall be affixed and attached to the light pole by Licensee; and installing two (2) automatic license plate readers on stand-alone poles owned and maintained by Licensee. The cost of the installation shall be the sole responsibility of Licensee. The Licensee shall not alter the Property or the light pole in any fashion without the written consent of the Lessor. The Licensee's use of the Property shall not be exclusive and shall not interfere with the Lessor's use of or access to the Property. The cost of acquisition of the six (6) Sentry 6000 Mobile Pro Systems camera devices and two (2) automatic license plate readers on stand-alone poles shall be the sole responsibility of Licensee and the six (6) Sentry 6000 Mobile Pro Systems camera devices and two (2) automatic license plate readers on stand-alone poles shall be the sole and exclusive property of the Licensee.

(6) NO LIENS. Licensee and Users shall comply with the requirements of the Lessor in the installation, maintenance, and repair of the camera devices and automatic license plate readers. No mechanic's or other lien shall be allowed against the Property or the estate of Lessor. If any mechanic's or other lien shall at any time be filed or otherwise perfected against the Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Licensee or anyone claiming by, through or under Licensee, Licensee shall forthwith cause the same to be discharged and released. If Licensee shall fail to cause such lien to be so discharged and released with twenty (20) days after notice of the filing thereof, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same, by paying the amount claimed to be due without inquiring as to the validity of any such lien, and the amount so paid by Lessor, including attorneys' fees incurred by Lessor in connection therewith, shall be due and payable by Licensee immediately upon demand together with interest accruing at the rate of twelve percent (12%) per annum from the date of payment.

(7) CONDITION; MAINTENANCE; REPAIR. Licensee accepts the Property in its current condition, and Lessor makes no representations concerning the condition of the Property. Lessor has no duty or obligation to maintain or repair any of the six (6) Sentry 6000 Mobile Pro Systems camera devices or two (2) automatic license plate readers on stand-alone poles during the License Term. Any maintenance or repairs made to the camera devices and the automatic license plate readers on the Property by the Licensee shall be made at the sole expense of the Licensee, and the Licensee shall have no right to recover any amounts for said maintenance or repairs from the Lessor. Lessor grants access to the Property to Licensee to maintain, repair, or replace any of the six (6) Sentry 6000 Mobile Pro Systems camera devices, and two (2) automatic license plate readers on stand-alone poles as needed, during the term of the License. Further, Lessor shall not be liable to Licensee for any damage or injury occasioned by the failure of the Lessor to keep the Property maintained and in repair.

(8) INSTALLATION COSTS: Licensee shall be solely responsible for the electrical hookup costs incurred in the installation of the six (6) Sentry 6000 Mobile Pro Systems camera devices onto

the six (6) parking lot light poles; as well as the two (2) automatic license plate readers on stand-alone poles.

(9) ELECTRICITY COSTS ONLY: Lessor shall be solely responsible for the electricity costs incurred in the operation of the camera devices in the operation of the six (6) parking lot light poles; as well as the two (2) automatic license plate readers on stand-alone poles.

(10) ASSUMPTION OF RISK. Licensee shall use the Property at its own risk and Lessor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's use of the Property.

(11) INDEMNIFICATION. Licensee shall indemnify and save harmless Lessor and its members, managers, directors, officers, employees, agents, affiliates, successors, assigns, and any lender (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Lessor may suffer, incur or sustain arising out of or relating to the activities of Licensee on the Property, with respect to or arising out of any use of the Property or the rights herein granted, or the performance or non-performance of Licensee's obligations hereunder.

(12) INSURANCE. No later than seven (7) days prior to the installation of the camera devices and automatic license plate readers, the Licensee shall furnish, or cause their contractors to furnish, to the Lessor, a certificate of insurance evidencing commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. The insurance policy shall be expressly endorsed to include the Lessor, its members, managers, directors, officers, employees, agents, affiliates, successors, assigns, any lender and other parties as stipulated by Owner as an additional insured by separate endorsement which must be form CG2010 11/85 or its equivalent. Such insurance shall be maintained during the License Term against claims for injuries to persons or damages to property which may arise from or in connection with the installation, maintenance, repair, operation and use of the camera devices by the Licensee, its agents, representatives, employees or contractors. Additionally, Licensee shall require its contractors and subcontractors to maintain worker's compensation insurance to the extent required, and in the amounts required by applicable laws covering contractors, subcontractors and their employees at the site as well as employer's liability with limits of at least \$1,000,000 and any legally mandated disability insurance in force for all employees on the Property.

(13) REVOCATION. This License and any rights granted herein may be revoked by the Lessor at any time upon seven (7) days written notice to Licensee.

Notices to Licensee should be sent first class mail, postage prepaid to:

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

If to Lessor:

Willowbrook Town Center LLC
c/o Harlem Irving Companies, Inc.
Attn: General Manager
4104 North Harlem Avenue
Norridge, Illinois 60706

With a copy to:

Willowbrook Town Center LLC
c/o Harlem Irving Companies, Inc.
Attn: General Counsel
4104 North Harlem Avenue
Norridge, Illinois 60706

(14) **REMOVAL OF EQUIPMENT ON TERMINATION.** Upon termination of this License, Licensee shall, at its sole cost, remove the six (6) Sentry 6000 Mobile Pro Systems camera devices; and two (2) automatic license plate readers/stand-alone poles.

(15) **AUTHORITY.** Each party warrants to the others that it is authorized to execute, deliver and perform this License. Each party warrants to the other that execution, delivery and performance of this License does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party may be bound. Each individual signing this License on behalf of a party warrants to the other that such individual is authorized to execute this License in the name of the party on whose behalf he or she executes it.

(16) **NOT ASSIGNABLE.** This License shall not be assignable without the express written consent of Licensor.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

[The remainder of this page has been intentionally left blank.]

LICENSOR

Willowbrook Town Center LLC, an Illinois limited liability corporation
By: The Harlem Irving Companies, Inc., its Administrative Manager

By: _____
Richard D. Filler, President

Attest: _____
Gregory E. Fix, EVP, General Counsel and Secretary

LICENSEE

Village of Willowbrook, an Illinois municipal corporation

By: _____
Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



Village of **WILLOWBROOK**

Police

BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: March 10, 2025

SUBJECT:

WILLOWBROOK TOWN CENTER - FLOCK SAFETY FALCON LPR CAMERAS

- a. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A FIRST AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT WITH WILLOWBROOK TOWN CENTER, LLC
- b. A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Gerard Wodka, Deputy Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff is requesting approval for a first amendment to the license agreement between the Village of Willowbrook and Willowbrook Town Center LLC. The amendment will include the installation and maintenance of two Flock Safety Falcon license plate recognition (LPR) cameras on the Town Center Property. Additionally, Village staff is requesting approval to execute a professional services agreement with Flock Group for the installation and maintenance of the two additional LPR cameras to be added on the Town Center property.

BACKGROUND/SUMMARY

In March of 2023, the Village of Willowbrook was approved for a grant awarded by the State of Illinois Attorney General's Office to help with its Organized Retail Crime (ORC) program. As part of the grant award, the Village received funds to purchase Mobile Pro Camera Systems. Staff worked on partnering with local retail areas including Willowbrook Town Center and adopted a resolution approving a licensing agreement with Willowbrook Town Center LLC for the installation of six Sentry 6000 Mobile Pro camera devices.

On October 28, 2024, the Village Board was briefed by staff on the possible development of a Business District Safety Plan to include initiatives to increase pedestrian safety and decrease vehicular threats and potential criminal activities in the business district. After receiving consensus to move forward with the funding allocations of \$30,000 in bollard installation, \$50,000 in security cameras, and \$35,000 in increased police patrols, staff began meeting with various property owners in the business district.

Currently, Willowbrook Town Center LLC has been the only property owner to express interest in participation in the security camera initiative of the Business District Safety Plan. Willowbrook Town Center staff requested Village staff explore the option of adding Flock LPR cameras to the property in lieu of an integration with private security cameras. Willowbrook Town Center staff stated that they are familiar with the Flock LPR products and



have them in place at other properties. Using Flock LPR cameras was a preferred method of enhancing surveillance, as there was little interest from their tenants in a collaborative private security camera initiative.

After reaching out to the vendor, Flock Safety, and speaking with the stakeholders, an agreement was made to draft a first amendment to the current licensing agreement allowing for the installation of the six Sentry 6000 Mobile Pro camera and add the additional two Flock LPR cameras to the agreement. The two new Flock LPR cameras would be installed on the Willowbrook Town Center LLC property but would be maintained in the same fashion as the Village's exiting LPR cameras.

The two additional LPR cameras would be purchased and paid for by the Village under a five-year professional services agreement covering installation, maintenance, repair, and replacement for a total cost of \$30,800 over the five years. These two additional LPR cameras will increase the Village's total to seventeen. These additional cameras, in conjunction with other organized retail theft initiatives, will provide the most effective coverage and aid in the effort to gather evidence to solve crimes. For the purposes of this staff report, the proposed camera locations have not been included.

FINANCIAL IMPACT

The overall financial impact for the addition of the two LPR cameras would be \$30,800.00 to be paid with the Business District Funds allocated by the Village Board in October of 2024.

Billing Schedule Amount	
Year 1 – after 1 st camera validation	\$6,800.00
Annual recurring after Year 1	\$6,000.00
Contract Total (5-year)	\$30,800.00

RECOMMENDED ACTION:

Staff is recommending approval of the two resolutions.

RESOLUTION NO. 25-R-__

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS

WHEREAS, the Village of Willowbrook (the “Willowbrook”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Village staff previously solicited a proposal from Flock Group, Inc. for the installation and maintenance of Automatic License Plate Readers (ALPR) within the Village; and

WHEREAS, the Village of Willowbrook previously contracted with Flock Group, Inc. for the installation and maintenance of fifteen (15) APLR’s within the Village; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the health, welfare and safety of the residents and visitors to the Village to purchase two (2) additional ALPRs upon the terms, conditions and costs set forth in that certain Flock Group, Inc. Master Services Agreement, previously executed by the parties, and the Order Form, attached hereto as Exhibit “A” and made a part hereof.

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

SECTION 1. That certain proposal submitted by Flock Group, Inc. for the installation and maintenance of two (2) Automatic License Plate Reader cameras for an initial term of five (5) years upon the terms and conditions set forth in that certain Master Services Agreement, previously

executed by the parties, and Order Form, attached hereto as Exhibit "A" and made a part hereof, are hereby accepted and approved.

SECTION 2. The Police Chief of the Village be and is hereby authorized and directed to execute that certain Order Form on behalf of the Village of Willowbrook, attached hereto as Exhibit "A" and made a part hereof.

SECTION 3. This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 10th day of March, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Flock Safety + IL - Willowbrook PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	IL - Willowbrook PD	Initial Term:	60 Months
Legal Entity Name:	IL - Willowbrook PD	Renewal Term:	24 Months
Accounts Payable Email:	bkadolph@willowbrook.il.us	Payment Terms:	Net 30
Address:	835 Midway Drive Willowbrook, Illinois 60527	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
			Subtotal Year 1: \$6,800.00
			Annual Recurring Subtotal: \$6,000.00
			Estimated Tax: \$0.00
			Contract Total: \$30,800.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$6,800.00
Annual Recurring after Year 1	\$6,000.00
Contract Total	\$30,800.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Willowbrook PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____