



**Rantoul Village Board of Trustees
Special Board Meeting
Louis B. Schelling Memorial Board Room
Rantoul Municipal Building**

**December 23, 2019
5:30 pm**

Order of Business

Board Packet Page(s)

1. Call to Order – Mayor Smith
Roll Call
2. Public Participation
Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.
3. Motion to affirm the appointment of Tony Peyton to the Planning & Zoning Board with a term to expire 2023
4. Motion to pass [Resolution No. 12-19-1297](#), A RESOLUTION AUTHORIZING AND APPROVING A [GRANT AGREEMENT](#) BETWEEN THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE VILLAGE OF RANTOUL
5. Motion to pass [Resolution No. 12-19-1298](#), A RESOLUTION TO APPROVE LAND [LEASE AGREEMENT](#) BETWEEN THE VILLAGE OF RANTOUL AND THE UNITED DEVELOPERS, LLC
6. Motion to Adjourn

Statement Regarding the Americans with Disabilities Act (ADA)

The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons with hearing difficulties may obtain auxiliary hearing aids available at each meeting upon request. Persons requiring additional assistance regarding accessibility issues should contact the Village Administrator's office at (217) 893-1661, x. 202. TTY users should call the Illinois Relay Center at 1-800-526-0844.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: 2019 IDNR PARC GRANT AGREEMENT Forum Fitness Center Renovation & Expansion	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT of Agreement: \$750,000
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: December 4, 2019

SUMMARY HIGHLIGHTS: PARC (Park and Recreational Facility Construction) is an annual grant program offered through the IDNR (Illinois Department of Natural Resources) that provides grants to park districts and other eligible local governments for bondable, bricks and mortar projects that include site preparation and improvements for indoor and outdoor recreation facilities, reconstruction, improvements and expansion to existing facilities, and new construction.

The initial application for the Forum Fitness Center Renovation & Expansion was submitted in 2014, re-submitted in November 2018 and we received notice via a media release on October 22, 2019 that we were awarded the grant which was followed by the documented Notice of State Award on November 18, 2019.

This agreement provides for the IDNR to provide grant funds in the amount of \$750,000. In November 2018, the Village Board of Trustees approved re-submitting the grant documents which included direction of including a not-to-exceed matching amount of \$100,000 in Village funding. The total cost of the project, \$850,000, is currently included in the FY20 budget.

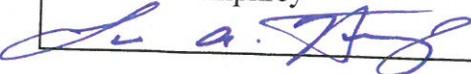
Total Grant Amount Request: \$850,000

IDNR Grant Agreement Amount: \$750,000

Village Portion: \$100,000

- Scope of Work included in board packet
- Estimated Timeline: January-February 2020 (Agreement signed, Issue RFP for A/E), March 2020 (Board Approval for A/E), April-May 2020 (A/E progress), June 2020 (RFP for construction), July 2020 (Board approval for construction), August 2020 -TBD (Construction and Project Closeout)

RECOMMENDED ACTION: Authorize approval of a Grant Agreement between THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES and the VILLAGE OF RANTOUL in the amount of \$750,000.

DEPARTMENT HEAD APPROVAL:
 Luke A. Humphrey


VILLAGE ADMINISTRATOR:


**Illinois Grant Accountability and Transparency
Notice of State Award**

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Department Of Natural Resources Department/Organziation Unit: OGMA, PARC 14-074 (Forum Fitness Ctr)
State Award ID Number (SAIN)	1165-11434
State Program Description	Provides financial assistance to eligible local governments for park and recreation unit construction projects. Park or recreation unit construction project include the acquisition, development, construction, reconstruction, rehabilitation, improvements, architectural planning, and installation of capital facilities consisting, but not limited to, buildings, structures, and land for park and recreation purposes and open spaces and natural areas.
Announment Type	Initial
Agency (Grantor) Contact Information	Name: Steve Baggerly Phone: 2177853884 Email: steve.baggerly@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: Village of Rantoul Address: 333 South Tanner St, Rantoul, IL 61866 Phone: 217-893-5701 Email: lhumphrey@myrantoul.com
Grantee Identification	GATA: 687615 DUNS: 060860350 FEIN: 376000510
Period of Performance	Start Date: 4/1/2018 End Date: 3/31/2021

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
PARC FUND	422-11-1165		\$750,000.00
TOTAL			\$750,000.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

**Illinois Grant Accountability and Transparency
Notice of State Award**

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee: 1. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles. 30 ILCS §705/6. 2. This Agreement shall further the objective of the Park and Recreational Facility Construction Grant Program ("PARC"), which is to provide grant assistance to projects that will reflect the useful life of existing facilities and improvements, address public health and safety needs, correct accessibility deficiencies, and reflect outdoor recreation needs and priorities identified through the Department's Statewide Comprehensive Outdoor Recreation Plan (SCORP) Program. 30 ILCS §764/10-20. 3. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement. 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 IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4. 5. The sponsoring agency must permanently post a PARC grant acknowledgment sign at the project site entrance. The acknowledgement shall incorporate the following language: "PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM" ILLINOIS DEPARTMENT OF NATURAL RESOURCES 6. Any property acquired or developed through assistance from the Illinois PARC grant program must be open to the public for indoor/outdoor recreation use without regard to race or color, creed, national origin, sex or disability. 17 Ill. Adm. Code 3070.70. 7. All development projects receiving grant assistance shall be bound by the terms of this program for a period of 20 years. All properties acquired with PARC assistance are required to have a covenant placed on the deed at the time of recording that stipulates the property must be used, in perpetuity, solely for indoor/outdoor recreation purposes and cannot be sold or exchanged, in whole or part, to another party without approval from the Department. 17 Ill. Adm. Code 3070.70 8. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR.

	<p>Specific actions regarded as significant deviations, although not inclusive, are as follows:</p> <ul style="list-style-type: none"> a. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity. b. Any significant modification to the approved project site plan or usage OR the change, alteration or disposition of the project site to other than public recreation use unless otherwise approved in this Agreement or by the DNR. <p>9. 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 sponsoring agency for enjoyable and convenient use of the PARC assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the PARC lands and/or facilities shall be used for the improvement of those lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the PARC facility for benefit of the public shall be submitted to the Department, upon request, for its approval prior to the sublease or license being entered into or granted by the sponsoring agency. 17 Ill. Adm. Code 3070.70.</p> <p>10. For projects receiving development assistance, the sponsoring agency must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of 20 years. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the unit of local government prohibit such arrangements. The sponsor must also adhere to applicable local bidding and procurement requirements and make available to the Department, upon request, 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 submission deadlines, must also be presented, upon request, to the Department for review prior to publication. 17 Ill. Adm. Code 3070.70.</p> <p>11. Operation and Maintenance: all lands and facilities assisted with PARC funds shall be continuously operated and maintained by Grantee in a safe and attractive manner at no cost to the Department and be operated and utilized in such a manner as to maximize the intended benefits to the public. The Department shall have access to PARC assisted facilities at all times for inspection purposes to ensure the project sponsor's continued compliance with this Part. 17 Ill. Adm. Code 3070.70.</p> <p>12. Property acquired or developed with PARC funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Department approval. Approval for property conversion will be granted only if the project sponsor substitutes replacement property of at least equal fair market value and comparable outdoor recreation usefulness, quality and location. 17 Ill. Adm. Code 3070.70.</p>
<p>Program-Specific Term(s)</p>	<p>In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:</p> <ul style="list-style-type: none"> 1. IDNR and the Grantee agree to perform this Agreement in accordance with the PARC Grant Program (30 ILCS §764/10-1 et seq.); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3070.10 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement. 2. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.). 3. The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations. 4. 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. 5. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.

6. Conflict of Interests (17 Ill. Adm. Code 3070.70):
 - a. No official or employee of the local political subdivision who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in decisions regarding a contract or subcontract in connection with an approved PARC grant project shall have any financial or other personal interest in any such contract or subcontract.
 - b. No person performing services for the local political subdivision in connection with an approved PARC grant project shall have a financial or other personal interest other than his or her employment or retention by the local political subdivision in any contract or subcontract in connection with an approved PARC grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved PARC grant project unless that interest is openly disclosed upon the public records of the local political subdivision and the officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.
7. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
8. No assignment of grant provisions or duties is allowed.
9. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
10. This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).
11. All facilities constructed with PARC 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).
12. The sponsoring agency must observe and comply with the provisions of the Prevailing Wage Act (820 ILCS 130/4), which apply to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60) (see 17 Ill. Adm. Code 3070.70(k)).
13. Grantee agrees to comply with the provisions 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).
14. Intellectual Property
 - a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
 - b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
 - c. Grantee shall provide to all employees and agents of Grantee who might otherwise be

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

15. Financial Records and Audit Requirements

a. 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 IDNR 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.

b. Grantees receiving a cumulative total of \$500,000 or more in PARC 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 IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

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

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE**The nature of the additional requirements****GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Requires more detailed reporting;

05 - Cost Principles (2 CFR 200.400)

Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;

06 - Audit (2 CFR 200.500)

Requires desk review of the status of implementation of corrective actions;

11 - Fraud, Waste and Abuse

Requires technical assistance including required training;

Agency Adjustments / Explanation:

Under GATA condition 05 - Cost Principles - Please provide PARC Development Project Status (quarterly) Reports to the Grant Administrator. They are due January 1, April 1, July 1 and October 1.

Change orders +/- \$10,000 not approved by IDNR in advance will not be eligible for grant reimbursement

The reason why the additional requirements are being imposed**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

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

05 - Cost Principles (2 CFR 200.400)

Medium to high risk increases the likelihood unallowable costs or services, audit findings and questioned costs that would be required to be return to the state and federal government.

06 - Audit (2 CFR 200.500)

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 or managing the grant program.

11 - Fraud, Waste and Abuse

Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

Agency Adjustments / Explanation:

05 - Cost Principles (2 CFR 200.400)

Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;

The nature of the action needed to remove the additional requirement, if applicable**GATA Conditions:****03 - Financial and Regulatory Reporting (2 CFR 200.327)**

Implementation of new or enhanced system, mitigating controls or a combination of both.

05 - Cost Principles (2 CFR 200.400)

Implementation of additional controls for reviewing and approval expenditures.

06 - Audit (2 CFR 200.500)

Completion of corrective action plan implementation.

11 - Fraud, Waste and Abuse

Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Agency Adjustments / Explanation:

Change orders +/- \$10,000 not approved by IDNR in advance will not be eligible for grant reimbursement

The time allowed for completing the actions, if applicable

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
One year.

05 - Cost Principles (2 CFR 200.400)
One year from the implementation of additional controls.

06 - Audit (2 CFR 200.500)
When corrective action is complete.

11 - Fraud, Waste and Abuse
One year after implementation of corrective action.

Agency Adjustments / Explanation:

Project must be completed within two-years of the Director's signature on the two-party agreement.

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

03 - Financial and Regulatory Reporting (2 CFR 200.327)
One year.

05 - Cost Principles (2 CFR 200.400)
One year from the implementation of additional controls.

06 - Audit (2 CFR 200.500)
When corrective action is complete.

11 - Fraud, Waste and Abuse
One year after implementation of corrective action.

Agency Explanation:

Contact your Grant Administrator at IDNR; call Grants Main Line at (217) 782-6302

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW
The nature of the additional requirements Agency Adjustments / Explanation: N/A
The reason why the additional requirements are being imposed Agency Adjustments / Explanation: N/A
The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation: N/A
The time allowed for completing the actions, if applicable Agency Adjustments / Explanation: N/A
The method for requesting reconsideration of the additional requirements imposed Agency Explanation: N/A

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

The nature of the additional requirements

Agency Adjustments / Explanation:

N/A

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

N/A

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

N/A

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

N/A

The method for requesting reconsideration of the additional requirements imposed

Agency Explanation:

N/A

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution

Illinois Department of Natural Resources Grant Award Fee Form

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

EXAMPLES:

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

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

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

EXAMPLES:

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

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

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

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

GRANT NUMBER:	PARC 14-074
APPLICANT:	Village of Rantoul
PROJECT TITLE:	Forum Fitness Center Renovation and Expansion
TOTAL PROJECT COST:	\$850,000.00
TOTAL GRANT ASSISTANCE AWARD:	\$750,000.00 (Grant Award Fee based on this amount)
GRANT AWARD FEE AMOUNT ATTACHED:	\$5,000

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

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

(signature AND date)

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

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GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
Rantoul Village of

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
 and Village of Rantoul (Grantee), with its principal office at 333 S. Tanner Rantoul, IL 61866-9998
 and payment address (if different than principal office) at _____
 hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 060860350 is Grantee's correct DUNS number, that 37-6000510 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$ 750,000.00 of which \$ 0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-1165.

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

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

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

Illinois Department of Natural Resources

Rantoul Village of

By: _____
Signature of Director of IDNR

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Printed Name: _____

E-mail: _____

Date: _____

Title: _____

Printed Name: Colleen Callahan

Printed Title: _____
Designee

By: _____
Signature of Chief Financial Officer

Date: _____

Printed Name: Brad Colantino

By: _____
Signature of Chief Counsel

Date: _____

Printed Name: Renee Snow

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code Part 7000.

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

"Allowable Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Award" has the same meaning as in 44 III. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 III. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

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

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

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

"Cost Allocation Plan" has the same meaning as in 44 III. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

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

"FAIN" means the Federal Award Identification Number.

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

"Financial Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

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

"Grant Funds" has the same meaning as in 30 ILCS 705.

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

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

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

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

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

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement.

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

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

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

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

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

**ARTICLE IV
PAYMENT**

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

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

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

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

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

4.6 Interest.

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

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

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

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

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

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

**ARTICLE VI
BUDGET**

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

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

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d)

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

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

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

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

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

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

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

7.7. 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.

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

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

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

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

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

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

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

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

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

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

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

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

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5 and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

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

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

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

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

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

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

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

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

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit.

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

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

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

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

13.2 Close-out Reports.

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

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

13.3 Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

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

(c) The Consolidated Year-End Financial Reports must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Reports must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Year-End Financial Reports.

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

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and, in the format, required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, and 44 Ill. Admin. Code 7000.430(a), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the

report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

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

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2 Entities That Are Not "For-Profit".

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

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

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

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

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends in excess of \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

15.3 "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents

15.5 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI
TERMINATION; SUSPENSION**

16.1 Termination.

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

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

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

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

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

16.5 Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.
- (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
 - (i) Grantor expressly authorizes them in the notice of suspension or termination;
 and
 - (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or

termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.01 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

ARTICLE XVIII NOTICE OF CHANGE

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

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

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

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

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

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this state including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

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

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

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

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2 Indemnification. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *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.

**ARTICLE XXVI
MISCELLANEOUS**

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

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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

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

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

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

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

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

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

- 26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- 26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.
- 26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.
- 26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in Portable Document Format (PDF) document shall be deemed original for all purposes.
- 26.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Forum Fitness Center Renovation and Expansion

The Park and Recreational Facility Construction Grant Program (PARC) provides for grants to be disbursed by the Illinois Department of Natural Resources (DNR) to eligible local governments for park and recreation unit construction projects. The program was created by Public Act 096-0820, effective November 18, 2009. IDNR is authorized to award grants for park or recreation unit construction projects with funds appropriated from the Build Illinois Bond Fund.

Project includes construct 3,000 sq ft group fitness/playroom addition completely finished and equipped. Project consist of demo walls in cardio room and weight room to expand square footage, install drop ceilings in 2 current racquetball courts, install new flooring in weight/cardio rooms, install new electrical in cardio room, install 36" x 78" windows, replace lights in gym/locker rooms, new locker's women's/men's locker room, women's/men's steam room renovation and install new HVAC in locker rooms.

DELIVERABLES OR MILESTONES

This grant is funded through the Build Illinois Bond Fund. It is funded 75% through state funding and 25% by the project sponsor (Grantee). Local governments defined as "disadvantaged" in the administrative rule shall be eligible for up to 90% funding assistance, provided that no more than 10% of the amount so appropriated in any fiscal year is made available for such governments.

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

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

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

If the approved PARC 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.

The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR and attached hereto as part of Grantee's Application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

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

The Grants Manual, a copy of which the IDNR [or Department or Grantor] previously provided to the Grantee, is hereby incorporated herein by reference and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants Manual and (2) agrees to comply with same. _____ (initials of undersigned).

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive up to \$ 750,000.00 under this Agreement.

1. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the PARC Grant Program, as set out in 17 Ill. Adm. Code 3070.50 et seq.
3. Payment to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (see 17 IL ADC 3070.70).
4. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification. Costs incurred prior to Department approval are ineligible for grant assistance with the exception of architectural and engineering fees. For acquisition projects, costs are considered incurred when a property deed, lease or other conveyance is accepted by the local sponsor or first payment is made on the project property or to an escrow account for the property. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. 17 Ill. Adm. Code 3070.50.
5. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
6. Upon project completion, Grantee must submit a certified project billing request listing and verifying all funds expended on the project for which grant reimbursement is sought, as well as required billing documentation, as follows (17 Ill. Adm. Code 3070.70):
 - a) Acquisition Project: Proof of good faith negotiations or fair market value offer to land seller, copy of property deed and title insurance policy (Judgment Order in case of condemnation) showing ownership transferred to the local Grantee, and copies of canceled checks showing proof of payment to seller.
 - b) Development Projects: Copy of construction as-built drawings (no larger than 11" x 17") and verification of actual project costs.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Mary Jo Weller
Title: Conservation Grant Administrator
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 557-8781
TTY#: _____
Fax#: (217) 558-4192
E-mail Address: maryjo.weller@illinois.gov

GRANTEE CONTACT

Name: Luke Humphrey
Title: Recreation Director
Address: 333 S. Tanner Rantoul, IL. 61866-9998
Phone: 217 893-5701
TTY#: _____
Fax#: 217 893-5730
E-mail Address: lhumphrey@myroul.com

Additional Information:

Name: _____
Title: _____
Address: _____
Phone: _____
TTY#: _____
Fax#: _____
E-mail Address: _____

EXHIBIT E

PERFORMANCE MEASURES

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

- Construction of 3,000 sq. ft group fitness/playroom addition completely finished and equipped
- Demo walls in cardio room and weight room to expand square footage,
- Install drop ceilings in 2 current racquetball courts,
- Install new flooring in weight/cardio rooms,
- Install new electrical in cardio room,
- Install 36" x 78" windows,
- Replace lights in gym/locker rooms,
- New locker's women's/men's locker room
- Women's/men's steam room renovation
- Install new HVAC in locker rooms

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Champaign County and others from the general populous recreational opportunities by providing community members in Rantoul, IL a project that includes construction of 3,000 sq. ft Forum Fitness Center, fitness/playroom addition completely finished and equipped.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

ANY CONDITIONS FROM Internal Control Questionnaire (ICQ) OR Programmatic Risk Assessment (PRA) MUST BE LISTED HERE.

N/A

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

1. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles. 30 ILCS §705/6.
2. This Agreement shall further the objective of the Park and Recreational Facility Construction Grant Program ("PARC"), which is to provide grant assistance to projects that will reflect the useful life of existing facilities and improvements, address public health and safety needs, correct accessibility deficiencies, and reflect outdoor recreation needs and priorities identified through the Department's Statewide Comprehensive Outdoor Recreation Plan (SCORP) Program. 30 ILCS §764/10-20.
3. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
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 IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
5. The sponsoring agency must permanently post a PARC grant acknowledgment sign at the project site entrance. The acknowledgement shall incorporate the following language:
"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
6. Any property acquired or developed through assistance from the Illinois PARC grant program must be open to the public for indoor/outdoor recreation use without regard to race or color, creed, national origin, sex or disability. 17 Ill. Adm. Code 3070.70.
7. All development projects receiving grant assistance shall be bound by the terms of this program for a period of 20 years. All properties acquired with PARC assistance are required to have a covenant placed on the deed at the time of recording that stipulates the property must be used, in perpetuity, solely for indoor/outdoor recreation purposes and cannot be sold or exchanged, in whole or part, to another party without approval from the Department. 17 Ill. Adm. Code 3070.70
8. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations, although not inclusive, are as follows:
 - a. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.

b. Any significant modification to the approved project site plan or usage OR the change, alteration or disposition of the project site to other than public recreation uses unless otherwise approved in this Agreement or by the DNR.

9. 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 sponsoring agency for enjoyable and convenient use of the PARC assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the PARC lands and/or facilities shall be used for the improvement of those lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the PARC facility for benefit of the public shall be submitted to the Department, upon request, for its approval prior to the sublease or license being entered into or granted by the sponsoring agency. 17 Ill. Adm. Code 3070.70.

10. For projects receiving development assistance, the sponsoring agency must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of 20 years. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the unit of local government prohibit such arrangements. The sponsor must also adhere to applicable local bidding and procurement requirements and make available to the Department, upon request, 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 submission deadlines, must also be presented, upon request, to the Department for review prior to publication. 17 Ill. Adm. Code 3070.70.

11. Operation and Maintenance: all lands and facilities assisted with PARC funds shall be continuously operated and maintained by Grantee in a safe and attractive manner at no cost to the Department and be operated and utilized in such a manner as to maximize the intended benefits to the public. The Department shall have access to PARC assisted facilities at all times for inspection purposes to ensure the project sponsor's continued compliance with this Part. 17 Ill. Adm. Code 3070.70.

12. Property acquired or developed with PARC funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Department approval. Approval for property conversion will be granted only if the project sponsor substitutes replacement property of at least equal fair market value and comparable outdoor recreation usefulness, quality and location. 17 Ill. Adm. Code 3070.70.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

1. IDNR and the Grantee agree to perform this Agreement in accordance with the PARC Grant Program (30 ILCS §764/10-1 et seq.); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3070.10 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
2. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).
3. The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations.
4. 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.
5. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.
6. Conflict of Interests (17 Ill. Adm. Code 3070.70):
 - a. No official or employee of the local political subdivision who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in decisions regarding a contract or subcontract in connection with an approved PARC grant project shall have any financial or other personal interest in any such contract or subcontract.
 - b. No person performing services for the local political subdivision in connection with an approved PARC grant project shall have a financial or other personal interest other than his or her employment or retention by the local political subdivision in any contract or subcontract in connection with an approved PARC grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved PARC grant project unless that interest is openly disclosed upon the public records of the local political subdivision and the officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.
7. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
8. No assignment of grant provisions or duties is allowed.
9. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

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

11. All facilities constructed with PARC 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).

12. The sponsoring agency must observe and comply with the provisions of the Prevailing Wage Act (820 ILCS 130/4), which apply to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60) (see 17 Ill. Adm. Code 3070.70(k)).

13. Grantee agrees to comply with the provisions 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).

14. Intellectual Property

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

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

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

15. Financial Records and Audit Requirements

a. 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 IDNR 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.

b. Grantees receiving a cumulative total of \$500,000 or more in PARC 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 IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

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

*PARK AND RECREATIONAL FACILITY CONSTRUCTION
GRANT PROGRAM*

*DEVELOPMENT PROJECT
IMPLEMENTATION AND BILLING REQUIREMENTS*

**IL Dept. Of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, IL 62702-1271
Tele: 217/782-7481
Fax: 217/782-9599**

IMPLEMENTATION & BILLING PACKET-PARC
17F
REVISED 11/18/2019

**DEVELOPMENT PROJECT COMPLIANCE INSTRUCTIONS
AND
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved development project involving the Park and Recreational Facility Construction Grant Program (PARC) from the Illinois Department of Natural Resources (DNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

- 1) To maintain eligibility for grant reimbursement, the local project sponsor must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by DNR in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by IDNR will not be eligible for grant reimbursement (see page 4, #6).
- 2) Unless otherwise approved by DNR, the local agency shall retain the services of a registered professional architect and/or engineer to make necessary field surveys, prepare detailed plans and specifications, and contract agreements; furnish necessary field supervision of the project construction; and provide other services that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.)
- 3) In-house engineering and administration, force account labor and force account materials are **NOT** reimbursable under the PARC grant program.
- 4) As a reminder, no other state or federal funds may be used as match for a PARC grant.
- 5) For all development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 6) All PARC-assisted facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
- 7) The approved PARC development project must be completed **AND** all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by Illinois DNR Grant staff.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 8) All development projects receiving grant assistance shall be bound by the terms of the PARC Grant Program for a period of 20 years.
- 9) The maximum allowable claim for hired "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved PARC development project shall be based upon the following percentages of actual PARC-assisted construction costs:

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

- 10) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PARC-assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. **(Failure to do so can jeopardize grant reimbursement.)**
- U.S. Department of the Army, Corps of Engineers.
 - IL Dept. of Transportation (Division of Highways).
 - IL Environmental Protection Agency
- For development sites that are one (1) acre or more, a "Storm Water Pollution Prevention Control Plan" and a permit are required from IEPA. Contact (217) 782-0610.
- IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - Local Building or Zoning Agencies or Boards, where applicable.
- 11) Status of project progress should be reported to the DNR Grant Administrator assigned to the project **each January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois DNR). The enclosed "project status report" form is provided for your convenience. **Failure to submit a status report may result in forfeiture of reimbursement.**
- 12) Please contact the DNR Grants staff for assistance at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

SPECIAL CONDITIONS FOR POOL PROJECTS

The local project sponsor must provide evidence that the Pool Manager and/or Assistant Pool Manager has attended a Certified Pool/Spa Operators course once every five years for the duration of the agreement.

The local project sponsor will provide a copy of the letter from the Illinois Department of Public Health authorizing the sponsor to renovate/construct the sponsor's swimming pool prior to commencement of the project. Upon completion of the project the sponsor will also submit to IDNR a copy of the IDPH license to operate the facility prior to receiving grant reimbursement.

ACCESSIBILITY SPECIFICATIONS GUIDE

All facilities constructed with State PARC assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code (April, 1997) and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

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

OPEN COMPETITIVE BIDDING

- 1) EXCEPT as noted below in items #2 - #6, all open competitive bidding for PARC projects shall be done in accordance with the local agency's statutory requirements governing public procurement.
- 2) **Language similar to the following should appear in all bid advertisements relative to the approved PARC grant project:**

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

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

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements (*)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

Bid specifications must include the requirement that contractors and subcontractors pay State Prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

In addition, 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY 10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424.)

(*) Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

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

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local agency and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. **If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the local agency must receive Illinois DNR approval in order to ensure grant eligibility is maintained.** *For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to the Illinois DNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.*

BILLING REQUIREMENTS

- 1) Billing requests for grant reimbursement will be processed at the 50% and 100% completion levels. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement.
- 2) The following documentation is required for project billings at 50% and 100%:
 - A) Completed "Development Project Billing Form" containing original signatures. (form enclosed)
 - B) Completed "Project Performance Report". (form enclosed)
 - C) Agreed Upon Procedures Report from CPA firm (including applicable schedules-see Attachment B on page 7). Costs claimed on the "Development Project Billing Form" must be reviewed and attested to by an independent CPA⁽¹⁾ in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedures" developed by DNR and identified on Attachment A.

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.

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

In addition to the documents listed above, the following documentation is required for the 100% project billing:

- D) One photo of a sign acknowledging PARC grant assistance posted at the project site. Sign fabrication is the responsibility of the project sponsor. The acknowledgement shall incorporate the following language:

*"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES*

- E) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**). Drawings should be marked "as-built" and must be signed by the project manager or local official.

BILLING REQUIREMENTS CONTINUED

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

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

A "spread sheet or schedule" of all professional services (A/E) contracts and **publicly bid** construction contracts and associated contract change orders (if applicable) issued pursuant to the approved PARC project for which grant reimbursement is claimed.

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

Proof of bid advertisement for all publicly bid construction contracts;

Copy of "Bid Tabulation" for each publicly bid construction contract;

(If applicable) Justification for, and proof of Board action and IDNR approval, approving the awarding of any project construction contract to someone other than a low bidder;

A "Schedule of Project Expenditures" incurred pursuant to the approved PARC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B.** *The "schedule/spread sheet" must contain a "certification statement" signed by the Grantee's chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information;*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts.

“Agreed Upon Procedures” for PARC Project Billing Attestation

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

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

- Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. **The report should include copies of the aforementioned schedules and the signed *Development Billing Form* provided by the local project sponsor (grantee).**
 - A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved PARC project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
 - B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. Identify and report any exceptions.
 - C. Verify that all publicly bid construction contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
 - D. Verify that all change orders to the construction contracts are germane to the approved PARC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
 - E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
 - F. Verify that “Prevailing Wage” language was included in any/all construction contract(s). Identify and report any exceptions.
 - G. Verify that local matching dollars for the project did not include federal or other state funds.

ATTACHMENT B

1. Schedule of Professional Services (A/E) and Publicly Bid Project Contracts *[SAMPLE FORMAT]*

Grant Project #: _____

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$181,500.00		\$181,500.00
Acme Paving Co.	Parking lot paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
ABC Construction Co.	Recreation Center construction	\$2,379,000.00	#1 - 27,800.00	
			#2 - 8,530.00	
			#3 - \$39,900.00	
			#4 - \$1,800.00	
			#5 - \$2,300.00	\$2,459,330.00
Springdale Co.	Outdoor Sitework	\$44,200.00	#1 - \$1,200.00	\$ 45,400.00
TOTAL				\$2,799,330.00

2. Schedule of Project Expenditures (Grant Project #: _____) *[SAMPLE FORMAT]*

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PARC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Illinois PARC grant program (17 IL Adm Code 3070).

(Name & Title)

(Signature of Chief Administrator/Elected Official)

ATTESTED BY: _____
(Signature of local agency's chief fiscal officer)

RECORD RETENTION / AUDIT REQUIREMENTS

A. Record Retention

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

B. Audit Requirements

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

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

C. Audit Resolution

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

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM

DEVELOPMENT PROJECT BILLING FORM

Project #: _____ Project Billing #: _____
 Project Sponsor: _____
 Project Title: _____ F.E.I.N./T.I.N. ____ - _____

DEVELOPMENT COSTS SUMMARY STATEMENT

Cost Category	Expenditures
Construction Costs (Bid Contracts)	
Architectural/Engineering Fees	
Other (Specify)	
CPA Attestation Fee, if applicable (attach copy of invoice & proof of payment)	
TOTAL	
Less Local Agency Share	
Amount Claimed for Grant Reimbursement	

I hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local political subdivision; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Park and Recreational Facility Construction Grant Program (17IL Adm. Code 3070 pursuant to 30 ILCS 764/1 et. seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____
(Document must be attested to by the local agency's fiscal officer)

AGENCY: _____

ATTESTED BY: _____

TITLE: _____



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Periodic Performance Report (PPR) Instructions

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

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

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

Report Submission

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

Reporting Requirements

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



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

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



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

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



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

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



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Report Transmittal

1. Grantee Name (per UGA):		2. Grant Number:		3. Grantee DUNS:	
		4. CSFA Number:		5. Grantee FEIN:	
6. Program Name (per UGA):		7. CFDA Number(s):			
8. State Agency (Grantor):					
9. Agreement Period:		10. Report Period End Date:			
Start Date (Month/Day/Year):		(Month/Day/Year):			
11. Final Report?		12. Report Frequency:		13. Prepared Date:	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Other (specify):			
<p>Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.</p>					
File Name or Database Source: <input type="checkbox"/> Alternative file or database used.					
Alternative formats are not allowed. Please complete all fields for 14-17 below, entering N/A for items that are not applicable.					
14. Deliverable (if applicable): (Separate line for each based on UGA)		15. Due Date (based on UGA)		16. Date Completed	
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17. Deliverable Explanation)					
Wetland development plans submitted (Include only if required by CERP form)					
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)					
				Add - Delete ADD DEL ADD DEL ADD DEL	



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)				ADD DEL
All necessary construction permits secured				ADD DEL
Playground plans submitted to DNR for review and approval (if applicable)				ADD DEL
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)				ADD DEL
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0.01-12)				ADD DEL
Project put out to bid				
Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation)				ADD DEL ADD DEL
Project under construction (Include percent complete in 17. Deliverable Explanation. Please use only the following percentages: <25%, 25%, 50%, 75%, 90%, 100%)				ADD DEL
Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation)				ADD DEL
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard-Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period	21. Required (R) or Inform Only (IO)	Add - Delete
Recreational Amenities completed	Final Report only		IO	ADD DEL



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

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

GRANTEE CERTIFICATION (2 CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

24. Name and Title of Authorized Individual from Grantee Organization: _____

25. Phone Number: _____

26. Email Address: _____

STATE AGENCY USE ONLY

27. Name and Title of State Agency PPR Approver: _____

28. Date Received: _____ 28. Date Approved: _____



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Periodic Financial Report (PFR) Instructions

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

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

Report Submission

1. The grantee must submit the PFR and any forms required by the awarding state agency as specified in the UGA. State awarding agencies have discretion to add to or supplement the PFR as necessary.
2. The PFR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PFR in accordance with the terms established in the UGA.
2. The Category / Program Expenses or line items of the PFR template should correspond to the current, approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
3. Use "N/A" for Not Applicable if a data field in Sections (a) through (w) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA dictate if a field is relevant.
4. The frequency of the PFR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PFR must be submitted within the specified time frames.. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
5. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
6. A final PFR shall be required at the completion of the grant term. For final PFRs, the reporting period end date shall be the end date of the project / grant award.
7. A separate consolidated year-end financial report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
	State Agency/Grantor	State Awarding Agency Name.
(a)	Grantee Name	Enter the name of the grantee as exactly stated in the UGA.
(b)	Grant Number	Number assigned by the state awarding agency to the grant award and specified in the UGA.
(c)	CSFA	Number assigned through the Catalog of State Financial Assistance.
(d)	CFDA(s)	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
(e)	Appropriation Number(s) (State Agency Use Only)	(For State Agency Use Only) Enter the 16 digit State Appropriation code(s) that fund the grant.
(f)	FEIN Number	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
(g)	DUNS	Enter the grantee's Dun and Bradstreet number.
(h)	Program Name and/or Code	Enter the program name and / or code exactly stated in the UGA.
(i)	Date Prepared	Enter date PFR was developed and submitted by the grantee to the awarding state agency.
(j)	Agreement Period	Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA.
(k)	Report Period	Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA.
(l)	Final Report for Award Period	Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j).
(m)	No changes from prior reporting period and/ or No new expenses	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(n)	Indirect Cost Rate	Enter the Indirect Cost Rate percentage (%) as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0%
(o)	Approved Indirect Cost Rate Base	Enter the Indirect Cost Base description as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A.
(p)	Program Restrictions	Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(q)	List of Restrictions	Specify the program restriction(s) if Section (p) was marked "Yes".
(r)	Mandatory Match %	If the UGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA does not include a mandatory match, select "No".
(s)	Specify Match	Specify the match percentage if Section (r) was marked "Yes".



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
(t)	Program Income (Award to Date)	Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting.
(u)	Program Income (In current reporting period)	Enter the amount of grant program income earned during the current reporting period.
(v)	Interest Earned (Award to Date)	Enter the cumulative amount of grant interest earned to date including current reporting period.
(w)	Interest Earned (In current reporting period)	Enter the amount of grant interest earned during the current reporting period.
(x)	Category / Program Expenses	Enter all current and approved line items as exactly stated within the current, approved grant budget. All program expenses must align with specified line items.
(y)	Current Approved Budget (Enter this item first for every Category/Program Expense)	
	Approved Budget	Enter the most current, approved budget amount for each program expense line item.
	Remaining Balance Available	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date)
	Expend %	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(z)	Grant Expenditures	
	Current Period Grant Expense	Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified in Section (k).
	Prior Approved Grant Expenses	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
	Grant Expense Adjustment	Enter any adjustments / corrections needed to restate expenditures reported in a prior period.
	Post Adjustment Grant Expenses (Award to Date)	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments.
(aa)	Current Period Match	Enter amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306.
	Cash	Enter amount of cash contributed to the grant program for the current reporting period.
	In-Kind	Enter value of non-cash contributions to the grant program for the current reporting period.
	Total	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(bb)	Total Match (Award to Date)	Enter prior reporting period Total match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program.
(cc)	Total Direct Expenses	AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb).
(dd)	Indirect Costs	Enter computed indirect costs based on Sections (n) and (o).
(ee)	Total Expenditures	AUTO CALCULATED: Total Direct Expenses plus Indirect Costs.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR (continued)
	Grantee Certification (2 CFR 200.415)	Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative to certify the accuracy of the information provided in the PFR
(ff)	Name and Title of Authorized Grantee Representative	Enter the name and title of the grantee representative certifying the PFR. This individual must be authorized to represent the grantee in this capacity.
(gg)	Date Submitted	Enter the date the Authorized Grantee Representative submitted the PFR.
(hh)	Email	Enter the email address of the Authorized Grantee Representative certifying the PFR.
(ii)	Telephone Number	Enter the phone number of the Authorized Grantee Representative certifying the PFR.
(ji)	Name and Title of State Agency Authorized Individual	State agency representative authorized to review and approve PFR.
(kk)	Date Received	Date the state agency representative received the submitted PFR.
(ll)	Date Approved	Date the state agency representative authorized approves the PFR.



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

(a) Grantee Name	(b) Grant Number	(c) CSFA	(d) CFDA(s)	(e) Appropriation Number(s) (State Agency Use Only)
(f) FEIN Number	(g) DUNS		(h) Program Name and/or Code	
(j) Agreement Period thru	(k) Report Period July 1 or Start Date thru June 30	(l) Final Report for Award Period <input type="checkbox"/>		(m) No changes from prior reporting period and/or No new expenses <input type="checkbox"/>
(n) Indirect Cost Rate:	% (o) Approved Indirect Cost Base:			
(p) Program Restrictions:	Yes <input type="checkbox"/> No <input type="checkbox"/> (q) List of Restrictions:			
(r) Mandatory Match %:	Yes <input type="checkbox"/> No <input type="checkbox"/> % (s) Specify Match:			
(t) Program Income (Award to Date) \$0.00	(u) Program Income (In current reporting period) \$0.00		(v) Interest earned (Award to Date) \$0.00	
(w) Interest earned (In current reporting period)				

Category/Program Expenses	(y) Current Approved Budget			(z) Grant Expenditures				(aa) Current Period Match		(bb) Total Match (Award to Date)	Add/Delete Row
	Approved Budget	Remaining Balance Available	Expend %	Current Period Grant Expense	Prior Approved Grant Expenses	Grant Expense Adjustment	Post-Adjustment Grant Expenses (award to date)	Cash	In-kind		
For July 1 status reports only, dollar amount of incurred cost from July 1 of previous year to present. Incurred costs represent actual payment made by the grantee that have not yet been billed to the State. If you received advance payment, don't include the amount of the advance payment and/or grantee's match of the advance payment.			0.00								ADD
(cc) TOTAL DIRECT EXPENSES			0.00								DEL
(dd) Indirect Costs			0.00								
(cc) TOTAL EXPENDITURES			0.00								



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

GRANTEE CERTIFICATION (2CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(ff) Name and Title of Authorized Grantee Representative:

(gg) Date Submitted:

(hh) E-mail:

(ii) Telephone Number:

STATE AGENCY USE ONLY

(jj) Name and Title of State Agency Individual Authorized to Approve Report:

(kk) Date Received:

(ll) Date Approved:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Natural Resources

Organization Name: Village of Rantoul

Data Universal Number System (DUNS) Number (enter numbers only): 0608660350

Notice of Funding Opportunity (NOFO) Number: 2014PARC

Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

CSFA Short Description: PARC Grant Program

Section A: State of Illinois Funds

Fiscal Year: 01/01/2019

REVENUES		Total Revenue
State of Illinois Grant Requested	\$	750,000.00
Budget Expenditure Categories		Total Expenditures
1. Personnel (Salary and Wages)	200.430	
2. Fringe Benefits	200.431	
3. Travel	200.474	
4. Equipment	200.439	69,000.00
5. Supplies	200.94	
6. Contractual Services and Subawards	200.318 & 200.92	
7. Consultant (Professional Service)	200.459	54,500.00
8. Construction		626,500.00
9. Occupancy (Rent and Utilities)	200.465	
10. Research and Development (R&D)	200.87	
11. Telecommunications		
12. Training and Education	200.472	
13. Direct Administrative Costs	200.413 (c)	
14. Miscellaneous Costs		
15. A. Grant Exclusive Line Item(s)		
15. B. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	200.413	750,000.00
17. Total Indirect Costs	200.414	
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$	750,000.00
MUST EQUAL REVENUE TOTALS ABOVE		

Instructions found at end of document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Rantoul

NOFO Number: 2014PARC

SECTION A - Continued - Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

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

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

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

Indirect Cost Rate: _____ % The Distribution Base Is: _____



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Rantoul

NOFO Number: 2014PARC

Section B: Non-State of Illinois Funds

Fiscal Year: 01/01/2019

REVENUES		Total Revenue
Grantee Match Requirement %:	10	
(Agency to Populate)		
b) Cash		\$ 100,000.00
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 100,000.00
Budget Expenditure Categories		
	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$ 75,500.00
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$ 1,000.00
7. Consultant (Professional Services)	200.459	\$ 23,500.00
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 100,000.00
17. Total indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 100,000.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Rantoul NOFO Number: 2014PARC
 Data Universal Number System (DUNS) Number (enter numbers only) : 060860350 Fiscal Year: 01/01/2019
 Catalog of State Financial Assistance (CSFA) Number: 422-11-1165 CSFA Short Description: PARC Grant Program

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

Village of Rantoul
 Institution/Organization Name:
 Pat Chamberlin
 Title (Chief Financial Officer or equivalent):
 Pat Chamberlin
 Printed Name (Chief Financial Officer or equivalent):
 Signature (Chief Financial Officer or equivalent):

Village of Rantoul
 Institution/Organization Name:
 Charles Smith
 Title (Executive Director or equivalent):
 Charles Smith
 Printed Name (Executive Director or equivalent):
 Signature (Executive Director or equivalent):

12-4-18
 Date of Execution (Chief Financial Officer):

12-4-18
 Date of Execution (Executive Director):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely. 4-digit extension if applicable:

Sub-recipient DUNS: N/A Sub-recipient Parent Company DUNS:

Sub-recipient Name:

Sub-recipient DBA Name:

Sub-recipient Street Address:

City: State: Zip-Code: Congressional District:

Sub-recipient Principal Place of Performance:

City: State: Zip-Code: Congressional District:

Contract Number (if known): Award Amount: Project Period: From: Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Please provide names and total compensation of the top five officials:

Name:	Amount:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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

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

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

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

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
N/A			%		Add Delete
State Total					Add Delete
Non-State Total					
Total Fringe Benefits					
Fringe Benefits Narrative (State):					
Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")					



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

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

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
N/A							Add Delete
State Total							Add Delete
NON-State Total							
Total Travel							

Travel Narrative (State):

Travel Narrative (Non-State): (i.e.e "Match" of "Other Funding)



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

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

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
				Add	Delete
Replace lights in gym/locker rooms	1	\$20,000.00	\$20,000.00	Add	
Install new HVAC in locker rooms	1	\$49,000.00	\$49,000.00	Add	
State Total			\$69,000.00		
New Lockers Women's/Mens Locker Room	1	\$75,500.00	\$75,500.00	Add	
Non-State Total			\$75,500.00		
Total Equipment			\$144,500.00		

Equipment Narrative (State):

The procurement method will follow the policy of the Village of Rantoul.

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

The procurement method will follow the policy of the Village of Rantoul.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). Supplies (2 CFR 200.94)

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

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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

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

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

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

Item	Contractual Services Cost	Add/Delete Rows
State Total		Add Delete
CPA Report Cost	\$1,000.00	Add Delete
Non-State Total	\$1,000.00	
Total Contractual Services	\$1,000.00	
Contractual Services Narrative (State):		
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")		
CPA Compliance/Reimbursement Report Cost		



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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

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

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
Engineering	Survey, bidding, construction services and oversight	\$51,500.00	Flat	1	\$51,500.00	Add Delete
Archaeological Survey	Survey	\$3,000.00	Flat	1	\$3,000.00	Add Delete
State Total					\$54,500.00	
Engineering	Construction	\$23,500.00	Flat	1	\$23,500.00	Add Delete
NON-State Total					\$23,500.00	
Total Consultant Services (Fees)					\$78,000.00	

Consultant Services Narrative (State):

Archaeological Survey, Engineering survey, bidding, construction services and oversight

Consultant Services Narrative (Non-State):

Engineering survey, bidding, construction services and oversight

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

Consultant Expenses Narrative (State):



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

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

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

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

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Construct 3,000 sq ft group fitness/playroom addition	New construction ~ \$150 s/f	\$500,000.00	Add Delete
Expand s/f of cardio/weight room into racquetball court	Demo walls in cardio room and weight room	\$9,200.00	Add Delete
Match ceiling height of existing cardio/weight room	Install drop ceilings in 2 current racquetball courts	\$24,000.00	Add Delete
Match flooring of existing cardio/weight room	Install new flooring in weight/cardio rooms	\$6,000.00	Add Delete
Serve new cardio equipment	Install new electrical in cardio room	\$12,500.00	Add Delete
Provide natural light to current building with no windows	Install 36"x78" windows	\$8,800.00	Add Delete
Women's/Men's Steam room renovation	Tear out and replace with new material	\$66,000.00	Add Delete
	State Total	\$626,500.00	
	Non-State Total		Add Delete
	Total Construction	\$626,500.00	

Construction Narrative (State):

With grant approval, design engineer will be hired for the construction process.

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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

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

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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

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

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

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

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

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

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
N/A						Add Delete
				State Total		
				NON-State Total		Add Delete
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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

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

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

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

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

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

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
N/A						Add Delete
State Total						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

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

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$69,000.00	\$75,500.00	\$144,500.00
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$54,500.00	\$1,000.00	\$1,000.00
8. Construction	\$626,500.00	\$23,500.00	\$78,000.00
9. Occupancy (Rent and Utilities)			\$626,500.00
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request		
		\$750,000.00	
	Non-State Amount		
		\$100,000.00	
TOTAL PROJECT COSTS			\$850,000.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Village of Rantoul Notice of Funding Opportunity (NOFO) Number: 2014PARC
 Data Universal Number System (DUNS) Number (enter numbers only) : 0608860350
 Catalog of State Financial Assistance (CSFA) Number: 422-11-1165 CSFA Short Description: PARC Grant Program
 Fiscal Year(s): _____

Initial Budget Request Amount: _____
 Prior Written Approval for Expense Line Item: _____
 Statutory Limits or Restrictions: _____
 Checklist: _____

Final Budget Amount Approved: _____

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

Budget Revision Approved: _____

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

\$200.308 Revision of budget and program plans
 (e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
GOMBGATU-3002-(R-02-17)

(Parc 14-074

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

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

RECEIVED

DEC 10 2018

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

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

*Dept. of Natural Resources
Grant Management & Assistance*

5. Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

6. CSFA Title: PARC

Catalog of Federal Domestic Assistance (CFDA)

Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: 2014PARC

12. Funding Opportunity Title: Park and Recreational Facility Construction

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

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

Village of Rantoul

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

18. Employer/Taxpayer Identification Number (EIN, TIN): 37-6000510

19. Organizational Data Universal Number System (DUNS) Number: 060860350

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 0CWK8

21. Business Address:

Street: 333 S. Tanner

City: Rantoul

State: IL

County: Champaign

Zip+4: 61866-9998

Applicant's Organization Unit

22. Department Name: Recreation Department

23. Division Name: Forum Fitness Center

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

24. First Name: Luke 25. Last Name: Humphrey 26. Suffix: Mr.

27. Title: Recreation Director

28. Organizational Affiliation: Village of Rantoul

29. Telephone Number: 217-893-5701 30. Fax Number: 217-893-5730

31. E-mail Address: lhumphrey@myrantoul.com

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

32. First Name: Pat 33. Last Name: Chamberlin 34. Suffix: Mrs.

35. Title: Comptroller

36. Organizational Affiliation: Village of Rantoul

37. Telephone Number: 217-892-6850 38. Fax Number: 217-892-6870

39. E-mail Address: pchamber@myrantoul.com

Areas Affected

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

Village of Rantoul, Champaign County, State of Illinois

41. Legislative and Congressional Districts of Applicant:

Representative District 104 Senate District 52 Congressional District 15

42. Legislative and Congressional Districts of Program/Project:

Representative District 104 Senate District 52 Congressional District 15

Project Sponsor: Village of Rantoul

Project Title: Forum Fitness Center Renovation and Expansion

DEVELOPMENT ITEM	UNIT AMOUNT	ESTIMATED COSTS
Demo walls in cardio room and weight room to expand square footage	2	\$9,200.00
Install drop ceilings in 2 current racquetball courts	2	\$24,000.00
Install new flooring in weight/cardio rooms	1	\$6,000.00
Install new electrical in cardio room	1	\$12,500.00
Install 36"x78" windows	8	\$8,800.00
Replace lights in gym/locker rooms	45	\$20,000.00
New Lockers Women's/Mens Locker Room	2	\$75,500.00
Women's/Men's Steam room renovation	2	\$66,000.00
Install new HVAC in locker rooms	1	\$49,000.00
Construct 3,000 sq ft group fitness/playroom addition completely finished and equipped	1	\$500,000.00
CPA Report Costs (REQUIRED)	1	\$1,000.00
A / E Design Fees	1	\$75,000.00
(✓) Potential Archaeological Survey	1	\$3,000.00
TOTAL ESTIMATED COST:		\$850,000.00

(✓) Projects approved for PARC funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget.

Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.

See Attachment PARC-4

RESOLUTION NO. 12-19-1297

**A RESOLUTION
AUTHORIZING AND APPROVING A GRANT
AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF
NATURAL RESOURCES AND THE VILLAGE OF RANTOUL**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “**Corporate Authorities**” of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) at which this Resolution is adopted, the form of a certain Grant Agreement (the “**Agreement**”) by and between the Illinois Department of Natural Resources (“**IDNR**”) and the Village in connection with the provision of financial assistance to the Village for the expansion and new construction at the Forum Fitness Center.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows

Section 1. That the Agreement by and between the Village and the IDNR, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement and the Village Clerk is hereby authorized to attest thereto, with such insertions, corrections and technical revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, corrections or technical revisions therein from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

This resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a special meeting held on the date set forth below.

PASSED this 23rd day of December, 2019.

Village Clerk

APPROVED this 23rd day of December, 2019.

Charles Smith
Village President

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT is made on _____, 2019, being effective as of January 1, 2020, by and between UNITED DEVELOPERS, LLC, an Illinois limited liability company, hereafter referred to as “**Lessor**”, and the VILLAGE OF RANTOUL, hereinafter referred to as “**Lessee**”.

The Lessor has the following mailing address:

United Developers, LLC
Attn: Kristi A. Pflugmacher
1254 CR 2700 North
Rantoul, IL 61866

The Lessee has the following mailing address:

Village of Rantoul
Attn: Village Administrator
333 S. Tanner Street
PO Box 38
Rantoul, IL 61866

Both the Lessor and the Lessee will promptly notify the other as to any changes to any item herein. The Lessor, from time to time, may be referred to in this Lease Agreement, or other documents as “Landlord” or as “Owner”. The Lessee, from time to time, may be referred to in this Lease Agreement, or in other documents as “Tenant” or as “Village”. Also, the term “Parties” is sometimes used to refer to and identify both Lessor and Lessee collectively.

- I. **Leasing Land and Improvements:** The Lessor rents and leases the land and any related improvements that are described in *Exhibit A* and incorporated herein by reference (the “**Land**”) to the Lessee to use for lawful purposes only. The Lessee agrees to rent the Land from the Lessor on the terms of this Lease Agreement. The Land that is leased consists of 65 acres and is further described on the attached *Exhibit A*.
- II. **Terms of Lease Agreement:** The term of this Lease Agreement shall be from January 1, 2020 to July 31, 2020 (the “**Term**”) and shall terminate on July 31, 2020 without further action of either of the Parties.
- III. **Future Changes and Alterations:** This Lease Agreement can be altered and amended only in writing and upon mutual agreement of the Parties.

IV. **Cash Rents:** The Lessee agrees to pay rent of Ten Thousand and 00/100th Dollars (\$10,000.00) to the Lessor, by issuance of a check on or before January 2, 2020 for Ten Thousand and 00/100th Dollars (\$10,000.00) payable to the Lessor. This \$10,000.00 shall be applied to the total purchase price of the Land as provided in paragraph IX hereof upon closing.

V. **Lessor's Duties and Obligations:** The Lessor agrees to do the following:

A. Furnish the Land described in *Exhibit A*.

B. Subdivided Land in accordance with the requirements of the Subdivision Code of the Village of Rantoul (Chapter 32 of the Rantoul Code) on or before July 31, 2020.

VI. **Lessee's Duties and Obligations:**

A. The Lessee agrees to perform and carry out the following during the Term of this Lease Agreement.

1. Keep the Land free of the accumulation of any waste material, debris, refuse garbage, or containers, other than those related to construction activities.
2. Use the Land without site contamination such as, but not limited to, chemicals, oil spills, hydrocarbons, or any other waste materials on the Land or adjacent water bodies and tributaries.
3. Spray and mow weeds along roadways and rows on or adjacent to the Land as reasonably required and in accordance with applicable law.
4. Except as required in connection with Lessee's construction activities, keep ditches, tile drains, tile outlets, grass waterways, and terraces on the Land open and in good repair.
5. Prevent all unnecessary waste, or loss, or damage to the Land.
6. Lessee shall maintain and pay premiums for general liability insurance in the amount of not less than \$1,000,000.00 insuring Lessee against claims for injury and damage to persons and property relating to the Land and the operation thereof and Lessor shall be named as an additional insured on such policy and a certificate of insurance shall be filed with Lessor.
7. It is agreed between the Parties hereto that this instrument is not to be construed as giving rise to a partnership other than a Landlord and Tenant relationship; that none of the Parties hereto shall be liable for any of the obligations or indebtedness

incurred by the other in connection with this Lease Agreement.

8. Lessee shall not permit any Mechanic's Lien or other lien or judgment to be filed against the Land.

B. Restricted Activities. The Lessee agrees that, absent the written consent of the Lessor, it will not assign this Lease Agreement, or any part thereof, to any person or entity or sublet any part of the Land or any improvements without the written consent of the Lessor.

VII. **Management and Business Procedures**: The Lessee shall make all decisions with respect to the Land unless stated otherwise in this Lease Agreement.

VIII. **Chemicals and Hazardous Substances**: The Lessor and the Lessee agree to the following provisions:

A. No excess chemicals, petroleum, oil and/or containers of such will be disposed of on the Lessor's property.

B. The Lessee shall pay for the cleanup of any hazardous chemicals spill occurring on the Land when the spill is the direct or indirect result of the Lessee's activities and operations. The Lessee shall keep the Lessor safe, harmless, and indemnified as to any losses, claims, fees, damages, legal fees, causes of action, including all costs of cleanup, and other costs and expenses resulting from any such spill or contamination on the Land.

IX. **Conveyance of Land**: Lessor and Lessee agree to enter a mutually acceptable contract to convey the Land from Lessor to Lessee (the "**Conveyance Contract**") on before July 1, 2020. The Conveyance Contract shall include provisions for a total purchase price of \$860,000, adjusted by prorations allowed the parties as provided therein, with the first payment by Lessee in the amount of \$400,000 being due and payable at closing, which shall occur on or before July 31, 2020, and with the balance of the purchase price being due and payable on or before July 31, 2021, with such balance being evidenced at closing by a promissory note from the Lessee and secured by a mortgage on the Land. Additionally, the Conveyance Contract shall require the Village to convey certain mutually agreed upon lands consisting of approximately 33 acres to Lessor. The conveyance of the Land pursuant to the Conveyance Contract shall not be deemed a termination of this Lease for any purpose of this Lease Agreement, but in the event the Parties are unable to agree on the terms of such Conveyance Contract on or before July 1, 2020, this Lease shall automatically terminate in accordance with paragraph II hereof. In connection with Lessor's obligations as provided in Section V.B., the parties shall enter a mutually agreeable amendment to the existing Annexation,

Subdivision, and Pre-Development Agreement and Redevelopment Agreement, as amended, that currently exist between the parties prior to the conveyance of land. If such does not occur, then the Lease shall automatically terminate in accordance with Paragraph II hereof.

X. **Termination:** Upon termination of this Lease Agreement for any reason other than Lessor failing to complete its obligations under paragraph V hereof, whether due to failure of any obligation herein or upon the end of the term of this Lease Agreement, Lessee shall immediately vacate the Land, remove all improvements, materials, and equipment from the Land, and restore the Land to its condition as it existed prior to the Lease Agreement commencement. Additionally, Lessee shall pay to Lessor within 30 days of termination the sum of \$28,275 as farm loss compensation in exchange for Lessor foregoing the ability to farm the land in 2020.

XI. **Default, Possession, Lessor's Lien and Other Lease Related Terms and Conditions:**

The Lessor and the Lessee agree to the following provisions:

- A. Termination Upon Default. If either of the Parties substantially fails to carry out the terms of their respective duties and responsibilities in due and proper time, the Lease Agreement may be terminated by the other Party by serving a written notice giving the reasons or instances of default and specifying a termination date of thirty (30) calendar days from the date of such notice.
- B. Yielding Possession. The Lessee agrees at the expiration or termination of this Lease Agreement to yield possession of the Land and any improvements to the Lessor without further demand or notice, in as good order and condition as when they were entered on by the Lessee, loss by fire, flood, or tornado and ordinary wear excepted.
- C. Agreement to Pay a Sum Certain. The Lessee agrees to pay, indemnify, and hold the Lessor harmless against all losses, claims, liabilities, demands, damages, or rights or causes of action whatsoever made or asserted in connection with Lessee's use and occupation of the Land under this Lease Agreement.
- D. Binding Under Illinois Law. This Lease Agreement is binding on and inures to the benefit of the successors, heirs, executors, administrators and assigns of the Lessor and the Lessee, and be interpreted and enforced under Illinois law.
- E. Nullification of Lease Agreement. This Lease Agreement shall become null and void if Lessee shall purchase the Land in accordance with the Conveyance Contract.

F. Warranty of Signature. The Parties executing this Lease Agreement warrant full authority to bind their respective entities.

[The remainder of this page is intentionally left blank.]

LESSOR: UNITED DEVELOPERS, LLC

By: _____ Dated: _____ / _____ / 2019
Kristi A. Pflugmacher

LESSEE: VILLAGE OF RANTOUL

By: _____ Dated: _____ / _____ / 2019
Village President

ATTEST:

By: _____ Dated: _____ / _____ / 2019
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF LEASED LAND

(To Be Provided)