

AGENDA

I. CALL TO ORDER

- A. Roll Call
- B. Remote Attendance

II. PUBLIC COMMENT – *Meeting attendees are encouraged to participate during the Public Comment portion of the agenda. If you would like to address the board, please sign in ahead of time on the sheet near the meeting room entrance. You will be recognized in the same order that you have signed in. For further details on how to participate in the Public Comment section of the meeting, please refer to CCFPD Resolution number R-2013-04.*

III. PUBLIC HEARING – RECEIVE PUBLIC COMMENTS ON THE TENTATIVE APPROPRIATIONS ORDINANCE 2022-03 OF THE CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT IN THE COUNTY OF CHAMPAIGN, OF THE STATE OF ILLINOIS, FOR THE 2023 FISCAL YEAR.

REGULAR MEETING

IV. AGENDA MODIFICATIONS

V. PRESENTATION – Comprehensive Plan SWOT Update

VI. APPROVAL OF CONSENT AGENDA (Items A through F)

- A. Minutes of Regular Meeting on January 19, 2023
- B. Minutes of Adjourned Meeting on January 24, 2023
- C. Monthly Staff Reports
- D. January Treasurers Report
- E. Disbursements for Approval
- F. Approve LOW Sealcoat Bid

VII. FOREST PRESERVE FRIENDS FOUNDATION REPORT

VIII. CITIZENS ADVISORY COMMITTEE REPORT

IX. COMMISSIONERS' REPORT

- A. Commissioner Comments

X. STAFF REPORTS

- A. Executive Director Announcements
- B. 2022 Sustainability Committee Report

XI. OLD BUSINESS

- A. Tabled – Approve Donation Agreement with Pathfinder group of Illinois, LLC
- B. Ordinance 2022-03 Final Budget and Appropriations
- C. Reject Green House Demolition Bid

XII. NEW BUSINESS

- A. Approve Greenhouse Asbestos Abatement Bid
- B. Approve Mini-Excavator Purchase Bid
- C. R2023-01: IDNR RTP Grant Application
- D. Approve IDNR BAAD Grant Agreement
- E. Resolution 2023-02 Amending the 2023 Management Plan and Budget
- F. Resolution 2023-03 Letter of Support for 12-Year Extension to the North Campustown TIF District

XIII. EXECUTIVE SESSION

A closed session for “The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body,” as authorized by 5 ILCS 120/2(c)(1); “The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired,” as authorized by 5 ILCS 120/2(c)(5); and “The discussion of minutes of meeting lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes” as mandated by Section 2.06 and authorized by 5 ILCS 120/2(c)(21).

XIV. NEW BUSINESS (continued)

A. Release of Executive Session Minutes

B. Destruction of Verbatim Recordings of Executive Session Minutes

XV. ADJOURNMENT

January 19, 2023

MEMORANDUM

To: Board of Commissioners
From: John Baker, Business and Finance Director
Re: Ordinance 2022-03: Annual Budget and Appropriations for the 2023 fiscal year

Action Requested

Staff requests the Board of Commissioners approve Ordinance 2022-03: Annual Budget and Appropriation for the 2023 fiscal year.

Background

Staff presented the Tentative Budget and Appropriation Ordinance in November 2022. Illinois statute requires that the tentative ordinance be made available for public inspection for a thirty-day period prior to the public hearing, and to provide notice in the News-Gazette at least seven days prior to the hearing. All requirements for posting the ordinance will be met after tonight's public hearing.

Since that November presentation, the budget requests have been clarified and the final working budget numbers were approved by the Board at the December 2022 meeting. The appropriations have not changed since the November presentation.

The Appropriation Ordinance establishes legal appropriation limits for each major category of the District's funds and also notifies the public of District's general spending plans for the subsequent fiscal year. This ordinance appropriates the monies necessary to cover projected expenses and liabilities that the District *may* incur during its fiscal year. Appropriations are established to allow for unanticipated expenditures which will possibly occur during the year.

Appropriations set the maximum limits for planned fiscal year District expenditures, but also make allowance for potential emergencies and other opportunities that may arise. Therefore, appropriations incorporate potential grant work and land acquisition and allow for increases not known, but possible at the time of budget preparation. Operating appropriations are typically 5% to 30% higher than actual expenditures. For the capital projects and land acquisition fund, potential major expenditures are considered when proposing appropriations.

The District may not exceed the aggregate, fund, or expense category limits without either passing another appropriation ordinance OR transferring appropriations. In either case Board action is required before the end of the fiscal year. For these reasons the total appropriation amount is generally substantially higher than the working budget.

CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT

Headquarters, Lake of the Woods Mahomet, Illinois

ORDINANCE NO. 2022-03

ANNUAL FINAL BUDGET AND APPROPRIATION ORDINANCE
OF THE CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT,
IN THE COUNTY OF CHAMPAIGN, OF THE STATE OF ILLINOIS,
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of Commissioners of the Champaign County Forest Preserve District had prepared in tentative form this Appropriation Ordinance, and the Secretary of said Board made said Ordinance conveniently available to public inspection for more than thirty days prior to final action thereon; and

WHEREAS, a public hearing was held on this Budget and Appropriation Ordinance on the 19th day of January 2023, notice of which was given at least seven days prior by publication in the News-Gazette which is a newspaper published in said Forest Preserve District, and other legal requirements being complied with;

WHEREAS, the following determinations have been made and are hereby made a part of the budget:

- (a) Cash on hand at the beginning of the fiscal year is estimated to be \$5,685,142.
- (b) Cash to be received during FY 2023 from all sources is estimated to be \$12,410,084.
- (c) Estimated expenditure amount for the fiscal year is \$13,203,531.
- (d) Cash estimated to be on hand at the end of the fiscal year is \$4,891,695.
- (e) Property taxes to be received during the fiscal year are estimated to be \$5,388,423.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the Champaign County Forest Preserve District, County of Champaign, and State of Illinois as follows:

SECTION 1. The following sums of money for the objects and purposes outlined below, are hereby appropriated for the fiscal year beginning January 1, 2023 and ending December 31, 2023. Each of said sums of money and the aggregate thereof are deemed necessary by this Board to defray the necessary expenses and liabilities of this District during the fiscal year beginning January 1, 2023 and ending December 31, 2023 for the respective purposes set forth.

Statement of Estimated Expenditure Appropriations

Corporate Fund	2023 BUDGET	2023 APPROPRIATION
Full Time Personnel	\$ 1,836,931	\$ 1,876,739
Part Time Personnel	\$ 370,192	\$ 407,211
Employee Benefits	\$ 268,678	\$ 295,545
Supplies and Fuel	\$ 191,093	\$ 286,640
Utilities	\$ 165,209	\$ 247,814
Contractual Professional Services	\$ 375,752	\$ 512,638
Maintenance & Equipment	\$ 302,880	\$ 393,738
Miscellaneous	\$ 87,323	\$ 89,359
Transfers	\$ 512,349	\$ 1,130,285
	\$ 4,110,407	\$ 5,239,969
Improvements and Development Fund	2023 BUDGET	2023 APPROPRIATION
Full Time Personnel	\$ 801,029	\$ 841,080
Part Time Personnel	\$ 67,722	\$ 74,494
Employee Benefits	\$ 107,595	\$ 118,355
Supplies and Fuel	\$ 124,640	\$ 143,336
Utilities	\$ 36,054	\$ 54,081
Contractual Professional Services	\$ 40,093	\$ 60,140
Maintenance & Equipment	\$ 38,460	\$ 49,998
Natural Resource Management	\$ 29,000	\$ 31,898
Miscellaneous	\$ 6,395	\$ 31,975
Transfers	\$ 142,378	\$ 253,751
	\$ 1,363,366	\$ 1,659,108
Museum Store Fund	2023 BUDGET	2023 APPROPRIATION
Merchandising	\$ 10,275	\$ 15,413
Golf Fund	2023 BUDGET	2023 APPROPRIATION
Full Time Personnel	\$ 252,652	\$ 265,285
Part Time Personnel	\$ 211,875	\$ 269,650
Employee Benefits	\$ 50,710	\$ 60,852
Supplies and Fuel	\$ 139,100	\$ 180,829
Utilities	\$ 41,200	\$ 61,800
Contractual Professional Services	\$ 35,592	\$ 46,270
Maintenance & Equipment	\$ 91,063	\$ 109,275
Repair & Rehab	\$ 132,500	\$ 165,000
Merchandising	\$ 101,000	\$ 136,350
	\$ 1,055,692	\$ 1,295,311

**Liability & Compensation
Insurance Fund**Liability Insurance
Safety & Risk Mitigation Projects**2023 BUDGET**
\$ 209,263
\$ 545,500
\$ 754,763**2023
APPROPRIATION**
\$ 230,189
\$ 763,700
\$ 993,889**Illinois Municipal Retirement Fund**

Pension Contributions

2023 BUDGET
\$ 160,051**2023
APPROPRIATION**
\$ 280,089**Audit Fund**

Contractual/Professional

2023 BUDGET
\$ 62,447**2023
APPROPRIATION**
\$ 74,936**Social Security Fund**

Social Security Contributions

2023 BUDGET
\$ 247,635**2023
APPROPRIATION**
\$ 260,016**Bond Fund**Contractual Professional
Transfers**2023 BUDGET**
\$ 8,797
\$ 256,810
\$ 265,607**2023
APPROPRIATION**
\$ 11,435
\$ 269,651
\$ 281,086**Capital Projects Fund**Capital Equipment
Capital Grant Projects
Kickapoo Rail Trail Development
New Construction
Repair and Rehab
Resource Management**2023 BUDGET**
\$ 377,001
\$ 1,338,000
\$ 2,770,166
\$ 65,000
\$ 521,000
\$ 12,000
\$ 5,083,167**2023
APPROPRIATION**
\$ 408,101
\$ 1,415,800
\$ 3,384,199
\$ 78,125
\$ 580,625
\$ 18,000
\$ 5,884,850**Land Acquisition Fund**Services
Land Acquisition**2023 BUDGET**
\$ 21,000
\$ 953,210
\$ 974,210**2023
APPROPRIATION**
\$ 36,750
\$ 2,097,062
\$ 2,133,812

Totals

\$ 14,117,620**\$ 18,118,479**

The above Statement of Estimated Expenditures designated for the respective funds constitute the appropriations for the fiscal year 2023 as provided in Section 2.

SECTION 2. That there is hereby appropriated for the use of this Forest Preserve District for said fiscal year the following amounts: from the Corporate Fund a total of \$5,239,969; from the Improvement and Development Fund a total of \$1,659,108; from the Golf Course Fund a total of \$1,295,311; from the General Store Fund a total of \$15,413; from the Liability and Compensation Insurance Fund a total of \$993,889; from the Illinois Municipal Retirement Fund a total of \$280,089; from the Public Accounts Audit Fund a total of \$74,936; from the Social Security Fund a total of \$260,016; from the Bond fund a total of \$281,086; from the Projects Fund a total of \$5,884,850; and from the Land Acquisition Fund a total of \$2,133,812 making an aggregate amount appropriated of \$18,118,479 such a total being divide amongst and appropriated for the several objects and purposes specified and enumerated and in the amounts stated for such funds respectively specified in Section 1 above, under Statements of Estimated Expenditures, and the Statement in Section 1 reading as follows: "The above Statements of Estimated Expenditures designated for the respective funds constitute the appropriations for the fiscal year 2023, as provided in Section 2 with the same effect as if said statement was repeated in its entirety and that this Section 2 shall be and is the Annual Final Budget and Appropriation Ordinance of this Forest Preserve District for said fiscal year passed by the Board of Commissioners thereof as required by law and shall be in full force and effective from and after ten days after its final passage and publication as provided by law."

PASSED, ADOPTED, AND APPROVED THIS 19th DAY OF
JANUARY 2023

William G. Goodman, President
Board of Commissioners
Champaign County Forest Preserve District
Champaign County, Illinois

ATTEST:

Sarah Livesay, Secretary
Board of Commissioners
Champaign County Forest Preserve District
Champaign County, Illinois

**CERTIFICATION OF ESTIMATE
OF REVENUE
FISCAL YEAR 2023**

I, Bobbie Herakovich, do hereby certify that I am the duly appointed Treasurer of the Champaign County Forest Preserve District. As such I do further certify that the revenues, by source, anticipated to be received by the Forest Preserve District for the fiscal year beginning January 1, 2023 and ending December 31, 2023 are estimated to be as follows:

ESTIMATE OF REVENUE

SOURCE	AMOUNT
Property Taxes	\$5,388,423
Grants and Donations	4,934,453
User Fees	1,063,201
Personal Property Replacement Taxes	505,200
Merchandising and Concessions	322,400
Miscellaneous	75,774
TOTAL	\$12,410,084

IN WITNESS WHEREOF, I have hereunto set my hand affixed the seal of the Champaign Forest Preserve District this 19th day of January 2023.

Bobbie Herakovich, Treasurer
Champaign County Forest Preserve District

Journal of Proceedings
REGULAR BOARD MEETING – BOARD OF COMMISSIONERS
January 19, 2023, 6:00 pm
Education Classroom, Museum of the Grand Prairie,
Lake of the Woods Forest Preserve, Mahomet, Illinois

The Champaign County Forest Preserve District Board of Commissioners met at a Regular Meeting on Thursday, January 19, 2023. Commissioner Goodman called the Regular Meeting to order at 6:00 p.m. Commissioner Livesay called the roll. The following Commissioners were in attendance: Goodman and Livesay. Commissioners Hundley, Herakovich and Kerins were absent with notice.

Goodman declared no quorum is present, and no Public Comment has been received.

Livesay moved pursuant to Robert’s Rules of Order to establish the time to adjourn the Public Hearing to receive public comments on the Tentative Appropriations Ordinance 2022-03 of the Champaign County Forest Preserve District in the County of Champaign, of the State of Illinois, for the 2023 Fiscal year to 6 pm, Thursday, February 16, 2023, here at the Museum of the Grand Prairie. Commissioner Goodman seconded, asked for discussion, and called for a roll call vote. Motion carried.

Livesay moved the pursuant to Robert’s Rules of Order to establish the time to adjourn the remainder of the January 16, 2023, regular meeting to the Board of Commissioners to 4 pm, Tuesday, January 24, 2023, via Zoom. The Zoom link will be posted at least 48 hours prior to the meeting on the District website where meeting agendas and information are routinely posted. Goodman seconded, ask for discussion, and a roll call vote. The following commissioners voted “yes”: Goodman and Livesay. Motion carried.

Sarah Livesay, Secretary
Board of Commissioners
Champaign County Forest Preserve District

Journal of Proceedings
JANUARY 19, 2023 ADJOURNED REGULAR BOARD MEETING – BOARD OF
COMMISSIONERS

January 24, 2023, 4:00 pm

Via Zoom Via Zoom Meetings (www.zoom.us)

<https://us02web.zoom.us/j/84100040630?pwd=bGZZcVRcV05YejQ5aXJhT1lOTUpzd09>

Meeting ID: 841 0004 0630

Passcode: 762012

The Champaign County Forest Preserve District Board of Commissioners met at an Adjourned January 19, 2023 Regular Meeting at 4:00 pm, January 24, 2023. Commissioner Goodman called the Regular Meeting to order at 4:00 p.m. Commissioner Livesay called the roll. The following Commissioners were in attendance by both audio and video: Goodman, Herakovich and Livesay. Commissioners Hundley and Kerins were absent with notice.

PUBLIC COMMENT – None

AGENDA MODIFICATIONS – Executive Director, Lorrie Pearson, asked agenda items V. Presentation – aQity Needs assessment Survey, VII. Forest Preserve Friends Foundation Report, VIII. Citizens Advisory Committee Report, IX. Commissioners Report, X. Staff Reports and 2022 sustainability Committee Report, XI. Old Business (A. Tabled – Approve Donation Agreements with Pathfinder Group of Illinois, LLC and B. Ordinance 2022-03 Final Budget and Appropriations), XII. New Business: B. Reject Green House Demolition Bid, and XIII. Executive Session, be postponed until the February 16, 2023, Regular Meeting.

Commissioner Herakovich moved acceptance of modification of agenda. Commissioner Livesay seconded. A roll call vote was taken. The following commissioners voted “yes”: Goodman, Herakovich, and Livesay.

APPROVAL OF CONSENT AGENDA

- A. Minutes of Regular Meeting on December 15, 2022**
- B. Minutes of Study Session on November 17, 2022**
- C. Monthly Staff Reports**
- D. December Treasurers Report**
- E. Disbursements for Approval**
- F. Approval of Golf Course Chemical Purchase for 2023**
- G. Approval for IPRA Commissioner Travel - Kerins**

Commissioner Livesay made a motion to approve the consent agenda. Commissioner Herakovich seconded. A roll call vote was taken. The following commissioners voted “yes”: Goodman, Herakovich, and Livesay.

NEW BUSINESS

- A. Approval of Upgrade to Harris Municipal Software Financial Application**

Adjourned January 19, 2023 meeting

January 24, 2023

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Commissioner Herakovich moved the Board approve Harris Local Government's upgrade of the District's financial system at a cost not to exceed \$16,825. Commissioner Livesay seconded. A roll call vote was taken. The following commissioners voted "yes": Goodman, Herakovich, and Livesay.

MEETING ADJOURNMENT

Commissioner Livesay made a motion to adjourn the Regular Meeting at 4:12 pm. Herakovich seconded. A roll call vote was taken. The following commissioners voted "yes": Goodman, Herakovich, and Livesay.

Sarah Livesay, Secretary
Board of Commissioners
Champaign County Forest Preserve District

February 10, 2023

Memorandum

To: Board of Commissioners

From: Nina Carmichael, Leadership in Conservation Fellow

Re: February staff reports

Executive Director (Lorrie Pearson)

- Began series of appreciation lunches with departments, starting with Homer Lake Ops and Pro Shop/Golf Maintenance.
- Began talking to groups about our 75th anniversary, starting with a discussion with City of Champaign staff on January 12. There I learned about other places we could display and sell our 75th-branded merchandise.
- A total of nine staff: Blair, Lisa, Nina, Sam, Bridgette, Rusty, Skylar, Kristin, and myself and Commissioner Kerins attended the IPRA/IAPD conference. My most valuable session was on Becoming a Values-Driven Organization and the most valuable other organized event was the meeting of the Illinois Association of Forest Preserves and Conservation Districts (IAFPCD). I also took the opportunity to get to know Sarah Sandquist, Champaign Park District's new Executive Director, better over lunch. Staff all enjoyed getting to know our colleagues better as we continue to build our CCFPD team. We shared highlights from the conference at the February Risk Management meeting so that all staff can benefit from our take-aways.
- Organized and attended first of what will be a regular meeting of executive directors from UPD/CPD/CCFPD.
- Attended breakfast of area women who lead organizations (including Commissioner Sarah Livesay) to welcome Sarah Sandquist to the community.



CCFPD Fellow (Nina Carmichael)

- Assisted with the Museum storage re-organization by entering photographs of artifacts into the museum database (PastPerfect)

- Participated in the training with Patrick (new hire) facilitated by Stacey and Catherine on school programs, summer camps, and animal care at the Homer Lake Interpretive center.
- Scheduled dates for additional department heads to begin *Crucial Conversations* discussion sessions.
- Continuing to work with Dara, Lorrie, and Mike on restructuring the DEI committee so its efforts can be more active and streamline for the members and the District.
- Began the National Recreation and Parks Association (NRPA) Equity in Practice Certificate Program (02/14).

Planning and Construction (Bridgette Moen)

- Sam and Bridgette attended IPRA. Highlights below:
 - **Interactive Mapping:** Learned methods for using GIS interactive maps that staff can use to locate utilities and other preserve features. Also learned how to make maps where the public can see what trails look like before they use them, learn what amenities are available, and read information about different sites.
 - **Dredging:** Learned about different dredging methods and alternatives to full lake dredging. Comprehensive planning for lake management District-wide is needed both for maintenance and budgeting. Need to identify potential large scale capital projects and smaller in house work to ensure long-term sustainability of water bodies.
 - **Cooperative purchasing:** Reminder to regularly check for cooperative purchasing options, which could save significant staff time in procurement, and to vet the cooperative's bidding process before utilization. Learned of an IPRA portal of recommended cooperatives that follow State procurement laws.
 - **Bidding:** Helpful reminders to check for State minimum bonding requirements for construction. Recommendations to develop a consistent substitution process for bid submittals.
 - **Net zero construction:** Learned of the importance of dedicated facility managers if net zero is desired because of the highly complex mechanical systems.
 - **Land acquisition:** Learned alternative acquisition strategies which may incentivize the seller such as phased payment sales, lease-purchases, and option contracts.
- Sam, Bridgette, and Ryan have started the application for the Illinois Department of Natural Resources Recreational Trails to renovate a portion of the Lake of the Woods Bike Path. Sue is coordinating with volunteers to conduct usage surveys, which will help us verify trail counter data and support the grant application.
- The well at the Sangamon Residence has been fixed and carpet for the bedrooms has been ordered. Painting is complete and work on refinishing the hardwood has begun.
- Clint and Jake prepared the forms for the Storywalk signs to be installed at Lake of the Woods.
- Construction is working on bathroom improvements at the Middle Fork residence.
- Clark Dietz, on behalf of the Village of St Joseph, contacted Planning about the potential need for an easement for substantial sewer improvements which will require temporary closure of the KRT. Planning met with the engineer to request more information and we anticipate presenting a request for approval to the Board for the easement in late spring.

Business and Finance (John Baker)

- Initiated year end closing and review procedures in preparation for the annual audit.
- Held budget debrief session with the Lorrie, Mike, and Dara to identify achievements and improvements to be considered in the 2024 budget preparation.
- Participated in phase one of the Museum artifact cleaning and cataloguing project, Employee Engagement and two Crucial Conversations meetings.
- Revisited information technology priorities with ClientFirst and the IT Committee. The priority is connectivity, connectivity, connectivity! Future IT improvements are dependent on good connectivity at remote sites. One IT security issue still to be addressed is a remote air gap back up which is invulnerable to hacking. Currently, the District has remote and on-site backups. PDRMA requires the three backups to ensure a quick and thorough system recovery from hacking.
- Reviewed 1099 requirements and issued 1099 NECs to applicable District vendors.

Human Resources (Dara Edgington, Mary Beck)

- During the month of January, HR processed one hire and one separation of a seasonal employee, resulting in a turnover rate of 1.35% for the month.
- As of January 31, our total headcount is 74 employees including 51 FT, 16 PT, six seasonals, and one paid intern.
- The District documented one incident with PDRMA over the month of January.
- On January 19, all operations, construction, golf course, and natural resources staff attended an interactive safety training session. Sponsored by PDRMA and conducted by Athletico, this hands-on training focused on ergonomics, back safety, and minimizing risk of injury (pictures below).



- Barb Oehlschlaeger-Garvey's last day of work (February 1st) coincided with Walking Wednesday – a dedicated time held biweekly for staff to walk and talk together in our beautiful preserves [headed up by Volunteer Coordinator Sue Gallo]. A number of staff turned out for Barb's last day and we enjoyed a sunny walk down the “museum meander” trail, where we spotted a lovely “Barb” owl, a special variety of the barred owl.



Marketing (Lisa Sprinkle)

- Highlighted projects from 2022 that were made possible by the passing of the 2020 Referendum



- Highlighted Cheryl Kennedy's presentation at the Jan. 4th board meeting, on FPFF FB page with a post, and shared an audio recording with FPFF members.
- Created a pin for Three Rivers Society.
- Generated a first draft of a newsletter for Three Rivers Society, "The Tributary."
- Developed FPFF Marketing Goals:
 - Increase FB followers to 800 by end of year 2023
 - Raise public awareness of the relationship between FPFF and CCFPD via social media marketing efforts (to be measured via online surveys)
 - Contribute toward marketing campaigns that educate the public about, and help raise funds for district projects.
 - Generate engaging marketing material for the Three Rivers Society that garners retention (i.e. newsletter and communications).
- Documenting all 3 phases of the artifact re-organization project at Museum of the Grand Prairie.
- Met with Mike Daab to discuss details of a social media campaign for 2023 to highlight major district projects throughout the year.
- Generated monthly ads as well as marketing material for social media and CCFPD website related to snowflake search.
- Media this month included:
 - https://www.news-gazette.com/local-events/?_evDiscoveryPath=/event%2F1503733-dad-time-winter-hike-at-homer-lake-forest-preserve
 - <https://www.smilepolitely.com/splog/get-ready-to-search-for-snowflakes-in-the-forest-preserves/>
 - <https://www.chambanamoms.com/2023/01/10/champaign-urbana-open-closed-martin-luther-king/>
 - <https://www.legacy.com/obituaries/name/robert-bert-gray-obituary?pid=203742198>
 - https://mahometdaily.com/barb-oehlschlaeger-garvey-retires-from-ccfpd-after-22-actually-32-years/?fbclid=IwAR1F-AcUJrkYBAwE14F-xCkn6TYfmr-OSRzSkVp6hFVsRkyHo03HrELBS_c
 - <https://www.aam-us.org/2023/02/02/museum-colleague-shoutouts-for-2023/>



Social media followers update.

	FACEBOOK	+/-	INSTAGRAM	+/-	TWITTER	+/-
CCFPD	7,513	+55	3,199	+52	570	+0
KRT	4,985	+32	161	+2	139	-
MGP	5,354	+14	1,292	+4	265	+1

HLIC	3,419	+9				
GC	2,078	+6	340	+4	114	+0
FPFF	630	+4				

- Facility Rentals

• 2022	2023	JANUARY		2022	2023
# Rentals	# Rentals	Preserve	Facility	\$	\$
4	3	HL	Salt Fork Center	\$1,200.00	850.00
0	0	HL	Walnut Hill Shelter	\$0.00	0.00
0	0	LOW	Botanical Garden Weddings	\$0.00	0.00
2	1	LOW	Elks Lake Pavilion	\$450.00	comp
1	2	LOW	Izaak Walton Cabin	\$270.00	480.00
5	4	LOW	Lake of the Woods Pavilion	\$1,250.00	1,250.00
0	0	LOW	Lakeview Shelter	\$0.00	0.00
0	0	LOW	Riverview Retreat Center	\$0.00	0.00
0	0	LOW	Rotary Hill Shelter	\$0.00	0.00
0	0	LOW	Sycamore Hollow Shelter	\$0.00	0.00
0	0	MF	Activity Center	\$0.00	0.00
0	0	RB	River Bend Shelter	\$0.00	0.00
12	10		TOTAL	\$3,170.00	\$2,580.00

Grants and Fundraising (Ryan Anderson)

Three Rivers Foundation Contacts – Foundation members have signed up to be primary contacts with the members of the Three Rivers Society throughout 2023.

Recapture Mailer – We received 24 responses to the recapture mailer sent in December 2022 for a total of \$3,835.20. The mailer was sent to 400 donors.

Donor Thank-you

- All donors from 2022 were sent an email of appreciation the last week of January.

Fundraising Campaigns as of 1/23/23:

- Night Lights - \$1,440.
- Greenhouse - Complete
- Dark Sky Trail - \$24,252 toward goal of \$100,000

Fundraising Trends (as of 1/23/23)

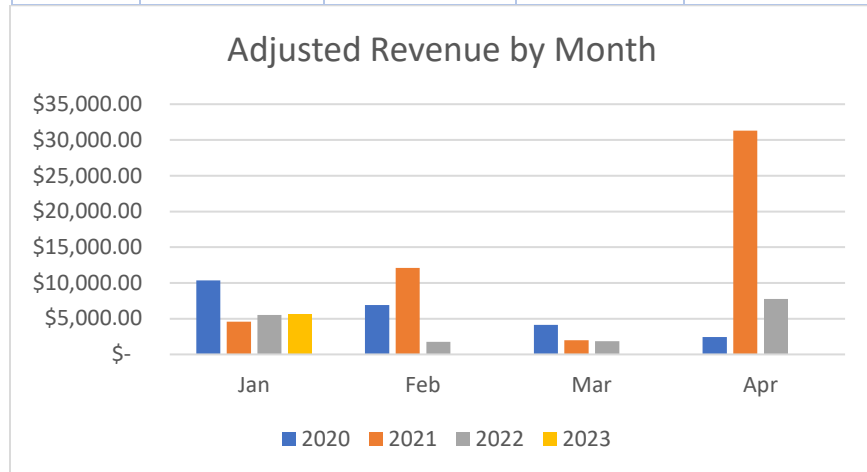
Donations 4 Year Summary

4-year totals:	2020	2021	2022	2023(ytd)
Total \$	\$164,219.10	\$209,832.74	\$207,053.66	\$5,648.12
Total \$ (adjusted)	\$111,738.24	\$174,725.10	\$175,731.78	\$5,648.12
# of donors (adjusted)	341	407	345	32
# of 1st time donors	134	165	87	5

*"Adjusted" numbers have grants and bequests removed; Updates to Bloomerang (our donor tracking system) have altered how these figures are calculated

Adjusted Revenue by Month (Jan - Apr)

	Jan	Feb	Mar	Apr
2020	\$ 10,332.76	\$ 6,919.31	\$ 4,141.05	\$ 2,425.00
2021	\$ 4,575.11	\$ 12,096.66	\$ 1,972.00	\$ 31,291.41
2022	\$ 5,510.12	\$ 1,777.62	\$ 1,836.38	\$ 7,774.04
2023	\$ 5,648.12			



Volunteer Coordinator (Sue Gallo)

- We received seven new volunteer applications in January.
- I have been in conversation with three schools and five service groups, mainly from the U of I. We have a few group service dates booked, and these groups showed up in force at the Natural Resources Invasive removal event.
- I am excited to report that the Homer Lake Restoration Crew (mentioned in the December report) met for the first time! Thanks to Anna and Eric from Natural

Resources for getting the group started. They have now met twice, and I believe the group will have the momentum to continue.

- Because more staff now include volunteers in their plans we have 3 new projects in which the volunteers can be involved.
- In January, I attended meetings with the 75th anniversary program committee, an optimizing newsletter marketing committee, a meeting with Museum and Education staff on youth volunteering, and two webinars explaining details of our volunteer and e-newsletter platforms.
- Lastly, hours from 2022 show that we are continuing to expand volunteer contributions with 179 regular volunteers giving 6,046 hours recorded in the volunteer database and roughly 700 event volunteers giving an additional 2,163 hours.

Year	Hours	Count
2022 (excluding USRC events on CCFPD property)	8209	~880
2021 (excluding USRC events on CCFPD property)	~7400	~820
2021 w/ USRC numbers	8100	~930
2020 w/ USRC numbers	5842	
2019 w/ USRC numbers	6380	

Lake of the Woods Golf Course (Chris Edmondson & Joie Torres)

- January was a month of transition at the golf course. After 26 years of using Fore Reservations/GolfNow point-of-sale and tee sheet software, we made the switch to ForeUp. The decision to change providers is due to cost, lack of customer service from the previous service, and timing. We are looking to save up to \$12,000 per year and gain back control of our tee sheet (GolfNow controlled 2 trade tee times per day, which they received all profit for, in return for use of their service) with this switch.
- January kicked off a strong month of simulator play bringing in \$6,200 in revenue on the simulators and league play.
- We have spent the past month intensely training on all ForeUp has to offer, from simple transactions at the point of sale to daily and monthly reporting. They are also the new provider for our website, which went live in mid-January, and is much more user friendly for staff and patrons as well. ForeUp is also Cloud based, so no more need to install software on multiple computers and work stations.

- We may look to move forward with replacing the TruGolf simulator with another Foresight simulator in the next year. This would allow us to expand league play (having 2 of the same operating modules) and increase availability and revenues.
- The league has 10 teams of 2 players, and they can schedule their 9-hole round anytime during the week.
- David and Jason spent the final week of January teaching the BLAST golf unit at Lincoln Trail Elementary school in Mahomet. Classes were taught daily, with David and Jason working with over 800 students in Grades 3-5 during the week. The class uses Velcro targets, oversized plastic clubs, and tennis balls to engage and teach the students various aspects of the game of golf. We have seen an increase in youth participation in our clinics and lesson programs and are planning to expand the program into the Rantoul schools next year.
- Total revenue for the month of January was \$29,022. We will be continuing to offer the 2-year Anniversary 5-Day and 7-Day Pass specials, for 2023-2024, through the end of February.
- Staff has begun prepping the Pro Shop for the 2023 season. We have received a fair amount of inventory already and continue to price and stage the shop with all the items as they arrive.
- Assistant Superintendent and Equipment Manager have completed all maintenance services on equipment, including grinding all reels and sharpening blades.
- Ball washers, tee blocks, benches, and driving range yard markers have been painted.
- Golf Superintendent will be attending the Golf Trade Conference Show in Orlando from Feb 5th-10th for continued education programs.



Museum and Education Department (Lorrie Pearson)

	In-Person Programming*	Outreach**	Not In-Person Programming*	MGP Visitation	HLIC Visitation
Jan-23	78	423	302	Closed	40

* Includes all youth and public program opportunities ** Includes loan kits and tabling events

- We welcome Patrick Ahasic, Education Program Specialist II, to the team!
- Katie Snyder and Stacey Clementz represented CCFPD at the Homeschool Fair hosted at the Champaign Public Library. We talked with 273 homeschool families and acquired 49 new emails for our Homeschool newsletter, *Homeschool Highlights*.
- We are recruiting for a seasonal naturalist, nature day camp educators, and museum day camp educators. If you know of anyone that might be a good candidate for these positions send them our way.
- The Museum Storage Reorganization project is underway and going exceptionally well! Given the time constraints prior to the museum reopening, this project is the singular priority for collections and exhibits staff. In addition to eight volunteers, 27 CCFPD staff members outside of collections and exhibits staff signed up to work with and learn about collections management as part of the project. LOW Ops and Construction have also done great work installing new lighting and painting inside the museum storage space. The physical artifact handling aspects of the project are slated to end on February 16. All told, approximately 1,700 artifacts were directly involved in the project. A huge thank you to all for supporting this herculean effort to improve artifact preservation!
- Sadly, we say goodbye to Barb, retiring after being a part of CCFPD for the past 22 years. Barb shared some parting words with us on her last day, “I have had such a wonderful opportunity to pursue my own passion to tell the stories of those who have gone before us, and to open eyes to the wonders of nature. To you all I say, keep fighting the good fight, keep working hard. I will miss you.” Barb will be missed but I know we will continue to see her in the community and possibly volunteering with us in the future.
- The Snowflake Search is up in 5 out of 7 preserves. There has been a great response on social media with people posting pictures of the snowflakes they find. At the Homer Lake Interpretive Center there is a mini-indoor snowflake search available which is good on very cold days.
- We hosted the Region 6 Public Health Administrators Group at Lake of the Woods and Pat provided a tour of the History of Healing exhibit at the Museum.



Natural Resources (Peter Goodspeed)

- The NR team did a lot of winter chainsaw work in January that included:
 - Timber stand improvement (TSI) at Middle Fork River Forest Preserve: TSI work involved girdling or felling mesophytic (moderate moisture needing) trees that were crowding out oaks and hickories throughout a 12-acre woodland known as Prairie Dock Savanna.
 - Invasive woody plant control:

- Staff removed invasive autumn olive from a 7-acre section of prairie at Homer Lake Forest Preserve
- Bush honeysuckle was cut and burned in piles in several smaller areas at River Bend Forest Preserve
- Tree of heaven was removed from the Land & Water Reserve section of River Bend Forest Preserve
- Autumn olive and sweet gum was removed from two ephemeral pools at Homer Lake Forest Preserve in the Middle Meadow wetland complex
- With some significant snowfall events, staff had the opportunity to plant two prairie restorations by hand in January:
 - 3.5-acre prairie/savanna south of the “tree tunnel” at Buffalo Trace Prairie
 - 2.5-acre prairie south of the shower house at Middle Fork River Forest Preserve



- NR hosted a volunteer woody invasive species removal event at Homer Lake Forest Preserve. 124 volunteers cut invasive autumn olive and aggressive gray dogwood from a 10-acre section of prairie on the northwest side of the preserve.
- Mike Daab registered CCFPD as a sponsor of the Prairie State Conservation Coalition Conference coming up at Starved Rock State Park in March. Focusing primarily on collaboration with partners and legislators regarding land conservation and restoration.



Lake of the Woods (Rusty Maulding)

- All staff have been going to town removing honeysuckle in forested areas as well as clearing undesirable trees such as alder, mulberry and osage orange along Lake of the Woods Rd and trails.
- Botanic Garden staff have begun refurbishing eggs in preparation for their placement in early March as part of Egg Hunt program.
- Operations staff assisted with the Museum project to refurbish artifact storage in their basement including removing undesirable shelving and painting. Some of the shelving removed from the Museum has been repurposed as a bench as well as additional storage in West Maintenance.



Homer Lake (Skylar Smith)

- Purchased and received a 6 ft. snowblower for the utility tractor. This implement will enable us to more efficiently remove snow from parking areas and some sidewalks.
- Purchased and installed new tires for one of our RTV's.
- Cut down 35 hazardous dead trees along roads and trails to prevent accidents and lessen future storm cleanup.
- Skylar attended IPRA's Soaring to New Heights conference in Chicago for the first time.
- Installed a baby changing station in the men's restroom at SFC.
- Kept the roads plowed and the preserve open to visitors during the January 25th snow event.
- Forestry mowed along parts of the West Lake Trail and the Oak Ridge Trail in order to push back encroaching invasive shrubs and promote the growth of native vegetation.

Middle Fork (Matthew Kuntz)

- With several days of inclement weather MF staff have been inside completing some renovations to some of our facilities. Mostly lighting updates, paint, and repairs have taken place.
- Staff continue to work on invasive removal throughout the preserve, with primary focus on the Miner's Trail area in the North corridor of Middle Fork.

- It was nice to see so many people in the preserve on the first weekend in February. Temps almost reached 50 degrees and the sun was out which seemed to bring life back to the preserve.
- Willow Pond continues to slowly fill with the weather we have been receiving this winter. The pond has a long way to go so every rain is appreciated.

February 16, 2023

MEMORANDUM

To: Board of Commissioners

From: John Baker, Director of Business and Finance

Re: January Treasurer's Report

Action Requested

Staff requests the Board accept the January 2023 Treasurer's Report.

Summary - At January 31, 2023 District cash and investments totaled \$5,412,542 with \$234,082 cash in local banks and \$5,178,460 invested in the Illinois Funds, Illinois Investor's Trust and in certificates of deposit.

January Investment Balances 2021-2023

	2021	2022	2023
Illinois Fund	\$ 2,300,517	\$ 2,813,169	\$ 3,848,402
Certificates of Deposit	\$ 448,000	\$ 1,027,800	\$ 1,095,902
Illinois Investor's Trust	\$ 301,207	\$ 224,276	\$ 202,935
Business Equity	\$ 731	\$ 1,087	\$ 31,222
	\$ 3,050,455	\$ 4,066,332	\$ 5,178,460

January Cash & Investment Balances 2021-2023

	2021	2022	2023
Starting Balance	\$ 3,828,529	\$ 4,738,357	\$ 5,687,850
Revenues	\$ 179,248	\$ 110,485	\$ 286,419
Expenditures	\$ 525,911	\$ 446,518	\$ 563,530
Adjustment	--	--	\$ 1,803
Ending Balance	\$ 3,481,867	\$ 4,402,324	\$ 5,412,542

In the past month, the District:

- Received \$147,000 for the Middle Fork Dark Skies project from the Open Space Land Acquisition and Development grant. This is fifty percent of the total grant funding from the State of Illinois for this project. Revenues in the Capital Projects fund are higher than expected in January as a result.
- Received \$87,424 in personal property replacement taxes. This continues the PPRT trend of outpacing projected revenues. For January PPRT exceeded projections by \$38,195. Revenues in the Corporate and IMRF Funds are higher than expected in January.
- Purchased \$19,910 in corn and soybean seed in preparation for spring planting at the Middle Fork farm. Expenses in the Construction operating fund were higher than expected as a result of this early purchase.
- Most operating funds are up slightly as a percentage over the five-year average. Past January vacancies in District full-time staffing make the five-year average lower than 2023's full staffing to start the year.

Attachments:

January 2023 Treasurer's Report

Investment Rates and Maturities

Revenues and Expenditures Transacted as Percent of Budget

Champaign County Forest Preserve District
January 2023 Treasurer's Report

January 2023 Financial Activity and Balances

FUND	Financial Activity						Month End Investment Balances					Ending Cash & Investments
	Beginning Cash	Total Revenue	Total Expenses	Net Activity Assets & Liabilities	Interfund Activity	Ending Cash	Illinois Funds	IIT	Business Equity	Certificates of Deposit	Total Investments	
CORPORATE	\$ 69,264	\$ 95,799	\$ (239,789)	\$ 150,206	\$ -	\$ 75,479	\$ 1,658,455	\$ 27,169	\$ 30,135	\$ 568,000	\$ 2,283,758	\$ 2,359,238
CONSTRUCTION	\$ 70,772	\$ 2,092	\$ (125,419)	\$ 127,909	\$ -	\$ 75,354	\$ 523,715	\$ -	\$ 1,087	\$ 30,000	\$ 554,803	\$ 630,157
GOLF	\$ 87,373	\$ 30,485	\$ (68,917)	\$ 23,156	\$ -	\$ 72,097	\$ 506,639	\$ -	\$ -	\$ 65,902	\$ 572,540	\$ 644,638
MUSEUM STORE	\$ 9,352	\$ 171	\$ (896)	\$ -	\$ -	\$ 8,627	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 18,627
INSURANCE	\$ -	\$ 290	\$ (21,440)	\$ 21,149	\$ -	\$ -	\$ 32,032	\$ 39,027	\$ -	\$ 237,000	\$ 308,059	\$ 308,059
IMRF	\$ -	\$ 6,362	\$ -	\$ (3,895)	\$ -	\$ 2,467	\$ 71,519	\$ -	\$ -	\$ 146,772	\$ 218,291	\$ 220,758
AUDIT	\$ -	\$ 89	\$ -	\$ (89)	\$ -	\$ -	\$ -	\$ 25,333	\$ -	\$ 38,228	\$ 63,561	\$ 63,561
SSI	\$ -	\$ 390	\$ (18,220)	\$ 17,831	\$ -	\$ -	\$ -	\$ 101,344	\$ -	\$ -	\$ 101,344	\$ 101,344
BOND	\$ -	\$ 36	\$ -	\$ (36)	\$ -	\$ -	\$ -	\$ 10,063	\$ -	\$ -	\$ 10,063	\$ 10,063
PROJECT	\$ -	\$ 148,945	\$ (88,850)	\$ (60,038)	\$ -	\$ 57	\$ 560,445	\$ -	\$ -	\$ -	\$ 560,445	\$ 560,502
LAND	\$ -	\$ 1,760	\$ -	\$ (1,760)	\$ -	\$ -	\$ 495,596	\$ -	\$ -	\$ -	\$ 495,596	\$ 495,596
TOTAL	\$ 236,761	\$ 286,419	\$ (563,530)	\$ 274,432	\$ -	\$ 234,082	\$ 3,848,402	\$ 202,935	\$ 31,222	\$ 1,095,902	\$ 5,178,460	\$ 5,412,542

Champaign County Forest Preserve District

January 2023 Treasurer's Report

Investment Rates and Maturities

Investments	Rate	Month End	Maturity Date
Illinois Fund	4.217%	\$ 3,848,402	NA
Illinois Investor's Trust	4.220%	\$ 202,935	NA
Business Equity	NA	\$ 31,222	NA
CD (365) - Iroquois Federal	0.400%	\$ 200,902	February 9, 2023
CD (518) - State Bank of Forrest	0.500%	\$ 248,000	February 10, 2023
CD (180) IIT - First Bank of Ohio	3.300%	\$ 200,000	March 7, 2023
CD (367) IIT - Financial Fed Savings	5.050%	\$ 210,000	December 18, 2023
CD (365) IIT - T Bank Tollway Texas	5.060%	\$ 237,000	December 27, 2023
Total Investments		\$ 5,178,460	

Champaign County Forest Preserve District

January 2023 Treasurer's Report

Revenues and Expenditures Transacted as Percent of Budget

2023 Revenues				
Fund	Budgeted	Cumulative Revenues	2023 Percent Collected	5 year Average Percent*
CORPORATE	\$ 3,851,050	\$ 102,187	2.7%	1.2%
CONSTRUCTION	\$ 1,393,364	\$ 2,092	0.2%	0.2%
GOLF COURSE	\$ 1,055,691	\$ 30,485	2.9%	6.9%
MUSEUM STORE	\$ 10,275	\$ 171	1.7%	1.0%
INSURANCE	\$ 754,763	\$ 290	0.0%	0.1%
IMRF	\$ 160,051	\$ 6,362	4.0%	1.1%
AUDIT	\$ 62,447	\$ 89	0.1%	0.0%
SOCIAL SECURITY	\$ 247,634	\$ 390	0.2%	0.0%
BOND	\$ 265,606	\$ 36	0.0%	0.0%
CAPITAL PROJECTS & EQUIPMENT	\$ 4,519,297	\$ 148,945	3.3%	2.2%
LAND ACQUISITION	\$ 883,353	\$ 1,760	0.2%	4.7%
TOTAL	\$ 13,203,531	\$ 292,807	2.2%	1.9%

2023 Expenditures				
Fund	Budgeted	Cumulative Expenses	2023 Percent Expended	5 year Average Percent*
CORPORATE	\$ 3,598,054	\$ 249,594	6.9%	6.5%
CONSTRUCTION	\$ 1,250,986	\$ 125,419	10.0%	8.1%
GOLF COURSE	\$ 1,055,691	\$ 68,387	6.5%	5.4%
MUSEUM STORE	\$ 10,275	\$ 800	7.8%	1.5%
INSURANCE	\$ 754,763	\$ 21,440	2.8%	3.2%
IMRF	\$ 160,051	\$ 13,421	8.4%	7.6%
AUDIT	\$ 62,447	\$ -	0.0%	5.0%
SOCIAL SECURITY	\$ 247,634	\$ 18,220	7.4%	6.3%
BOND	\$ 6,253	\$ -	0.0%	0.2%
CAPITAL PROJECTS & EQUIPMENT	\$ 5,083,167	\$ 88,850	1.7%	2.0%
LAND ACQUISITION	\$ 974,210	\$ -	0.0%	4.2%
TOTAL	\$ 13,203,531	\$ 586,131	4.4%	5.3%

*The 5 Year Average Percent equals each fund's current period average percentage of budget for revenues or expenditures for the years 2018-2022.

February 16, 2023

MEMORANDUM

To: Board of Commissioners
From: Business and Finance Section
Re: February 2023 Disbursements for Approval

Action Requested

Staff requests that the Board of Commissioners approve the payment of **\$272,148.73** in accounts payable disbursements dated January 20, 2023, through February 16, 2023.

Accounts Payable check range:	116038 through 116159
Purchasing Card check range:	P06948 through P07026

Background

For the past month, District total expenses broke down as follows:

Disbursements Breakdown	Amount
Board Approved Expenses	\$ 92,000.54
Delegated Insurance Expenses	\$ 83,312.08
Delegated Purchasing Card Expenses	\$ 39,150.29
Delegated Merchandise & Concession Expenses	\$ 30,348.82
Expenses Under \$1,000	\$ 13,987.58
Delegated Utilities Expenses	\$ 13,349.42
Total Disbursements	\$272,148.73

SUMMARY OF CHECK ACTIVITY**REGULAR BOARD MEETING**

Total Disbursements for January 20, 2023 through February 16, 2023

\$ 272,148.73

Vendor Payments Greater than \$1,000		
Check	Vendor	Amount
116061, 116107	Health Alliance - Jan & Feb employee health insurance premiums	\$ 67,820.00
116058, 116088	Aqity Research - Comprehensive Plan and Nature Center Survey	\$ 19,533.34
116057	American Pole & Timber - Homer Lake and Lake of the Woods shelter materials	\$ 15,486.39
116083, Pcard	PDRMA - Jan District liability insurance, supervisor training	\$ 10,257.69
Pcard	ForeUp - Golf Course Pro Shop Point of Sale software & receipt printers	\$ 7,929.00
116059, 116073, 116089	Cleveland Golf - Golf Course Pro Shop club and ball merchandise for resale	\$ 7,095.70
116082, 116093, 116135	Mizuno Golf - Golf Course Pro Shop club merchandise for resale	\$ 6,865.19
116144	Rogards Office Supply - Headquarters basement conference room chairs	\$ 6,836.94
116122, Pcard	Fred's Plumbing - Museum gemothermal compressor replacement & Golf Course fuel pump	\$ 6,519.50
116111	Big Big Project Media - annual advertising contract chambanamoms.com	\$ 6,490.00
116133, Pcard	Menards - Botanical Gardens night lights, pergola materials; Sangamon residence remodel material, Museum storage lights, misc shop supplies	\$ 5,086.84
116134	Micro Systems - Jan & Feb IT support, Homer Lake Interpretive Center laptop & desktop	\$ 4,937.00
116054, 116066, 116084, 116149	Titleist - Golf Course Pro Shop apparel, club, ball merchandise for resale	\$ 4,847.34
116053, 116099, 116100	Standard Insurance - District employee Jan & Feb vision & dental insurance, Feb life insurance	\$ 4,543.74
116131	Mahomet Landscapes - Lake of the Woods hazardous tree removal	\$ 4,500.00
116055, 116068	United Fuel - Lake of the Woods and Middlefork gasoline and diesel	\$ 4,394.66
116069, 116087	Ameren - January gas and electric, all Lake of the Woods sites	\$ 4,370.55
116038, 116109	Antigua - Golf Course Pro Shop apparel merchandise for resale and staff uniforms	\$ 4,096.64
116067	United Way - 2022 employee payroll donations	\$ 3,652.04
Pcard	Amazon - changing stations for Salt Fork Center; misc tools, office and shop supplies, all sites	\$ 3,435.09
Pcard	Home Depot Pro - Lake of the Woods Maintenance tools, toolbox for Middle Fork, misc shop supplies	\$ 3,373.95
116120	D1 Networks - Museum burglar radio and beam detector replacement from lightning damage	\$ 3,083.50
116040	Cobra Golf - Golf Course Pro Shop apparel and club merchandise for resale	\$ 3,049.91
116052, 116098	Spherion Staffing Solutions - Headquarters temporary staff pay	\$ 2,692.78
116076	Eastern Illini Electric - January electric for Homer Lake, Middle Fork, Sangamon, and Riverview sites	\$ 2,678.56
116145	R&R Products - Golf Course Maintenance equipment parts	\$ 2,438.50
116044, 116090	Karsten Ping Golf - Golf Course Pro Shop golf bag merchandise for resale	\$ 2,061.82
116148	Solid Ground Management - Sangamon River wetland habitat tile work	\$ 1,960.60
116124	GFI Digital - Homer Lake Interpretive Center annual copier contract	\$ 1,768.47
116043, 116080	Imperial - Golf Course Pro Shop logo apparel merchandise for resale	\$ 1,741.22
116127	Interstate Billing (Bobcat) - Homer Lake & Natural Resources equipment repair and maintenance parts	\$ 1,667.58
116141	Prestige Flag - Golf Course flags and flag sticks	\$ 1,527.08
116154	Village of Rantoul - annual sports complex advertising contract	\$ 1,500.00
116077	Frontier - Nov - Jan telephone for Middle Fork, Homer Lake, and Golf Course Maintenance	\$ 1,498.49
116137	Napa Auto Parts - misc equipment supplies, Lake of the Woods and Golf Course Maintenance	\$ 1,404.08
116045, 116081	Mediacom - Jan Lake of the Woods telephone, Feb internet	\$ 1,382.01
116097	David Sebestik - Jan golf lessons and club repairs	\$ 1,320.00
116125	Illini FS - Homer Lake RTV tires and herbicide	\$ 1,286.24
116159	World of Powersports - Botanical Gardens and Natural Resources RTV repairs	\$ 1,231.08
116108	217, INC - furnace repairs for Headquarters, Golf Course Snack Bar and Maintenance	\$ 1,226.63
Pcard	Adobe - annual and monthly software licenses, all sites	\$ 1,192.18
Pcard	Sail Rite - Botanical Gardens Enabling Garden shade structure	\$ 1,083.96
116039	ClientFirst Consulting - Nov - Dec IT project management and research	\$ 1,053.75
116146, Pcard	Rural King - Natural Resources equipment parts and herbicide	\$ 1,035.43
116129, Pcard	Lowe's - Middlefork barn door, traps, and baskets; Botanical Gardens night lights	\$ 1,033.06
Pcard	ESRI Inc - annual GIS license for Planning Department	\$ 1,000.00
Total Vendor Payments Greater Than \$1,000		\$ 242,988.53

Board of Commissioners
Champaign County Forest Preserve District

Bobbie Herakovich, Treasurer

February 16, 2023

MEMORANDUM

To: Board of Commissioners
From: Bridgette Moen, Planning Director
Re: Approval of Bid for Lake of the Woods Sealcoat

Action Requested

Staff requests the Board of Commissioners approve the bid for Sealcoat (Materials and Installation) at Lake of the Woods Forest Preserve from Illiana Construction for **Two Hundred Sixty-Four Seven Hundred Five and 00/100 (\$264,705.00)** and authorize the Executive Director to execute the contract.

Background

In 2022, the main roads and some parking areas at Lake of the Woods Forest Preserve were resurfaced via chip/seal. The current bid includes main parking areas such as Headquarters, Lake of the Woods Pavilion, Elks Lake Pavilion, Izaak Walton Cabin, the peninsula, and west maintenance. Most areas will be surfaced with the typical chip/seal. The Golf Course and Buffalo Trace parking areas will be crack/sealed as they are asphalt surfaces.

Illiana Construction Company has completed several projects with the District and their LLC filing with the State is in good standing. Completion is estimated by September 1, 2023.

Bid Results

One (1) sealed bid was opened January 31, 2023, at 10:00am with bid tabulation as shown. The request for bids was advertised in the News-Gazette and sent directly to fifteen (15) vendors on January 15, 2023. While there are many contractors who seal and repair asphalt, the market is limited on chip/seal applicators.

Bidder	Location	DBE	Base Bid	Alt #1 West Main.	Alt#2 Buffalo Trace	Alt #3 Senna Parking	Alt #4 Mint Dr Parking	Alt #5 Trillium Parking	Alt #6 Golf Course
Illiana	Urbana, IL	n/a	\$182,890	\$1,015	\$14,175	\$1,470	\$6,925	\$1,230	\$57,000

Sustainability in Purchasing

Chip/sealing and asphalt crack/sealing are both petroleum intensive maintenance solutions. However, they are required to prevent existing surfaces from falling into disrepair. There are few highly sustainable road/parking options available at this scale and all would require removing and existing the existing pavement and base, which would itself be resource intensive. Staff are working to identify underused parking areas for proposed removal, which would eliminate recurrent sealing applications. Staff also are tracking prospective green infrastructure grants for sustainable pavement upgrades where appropriate.

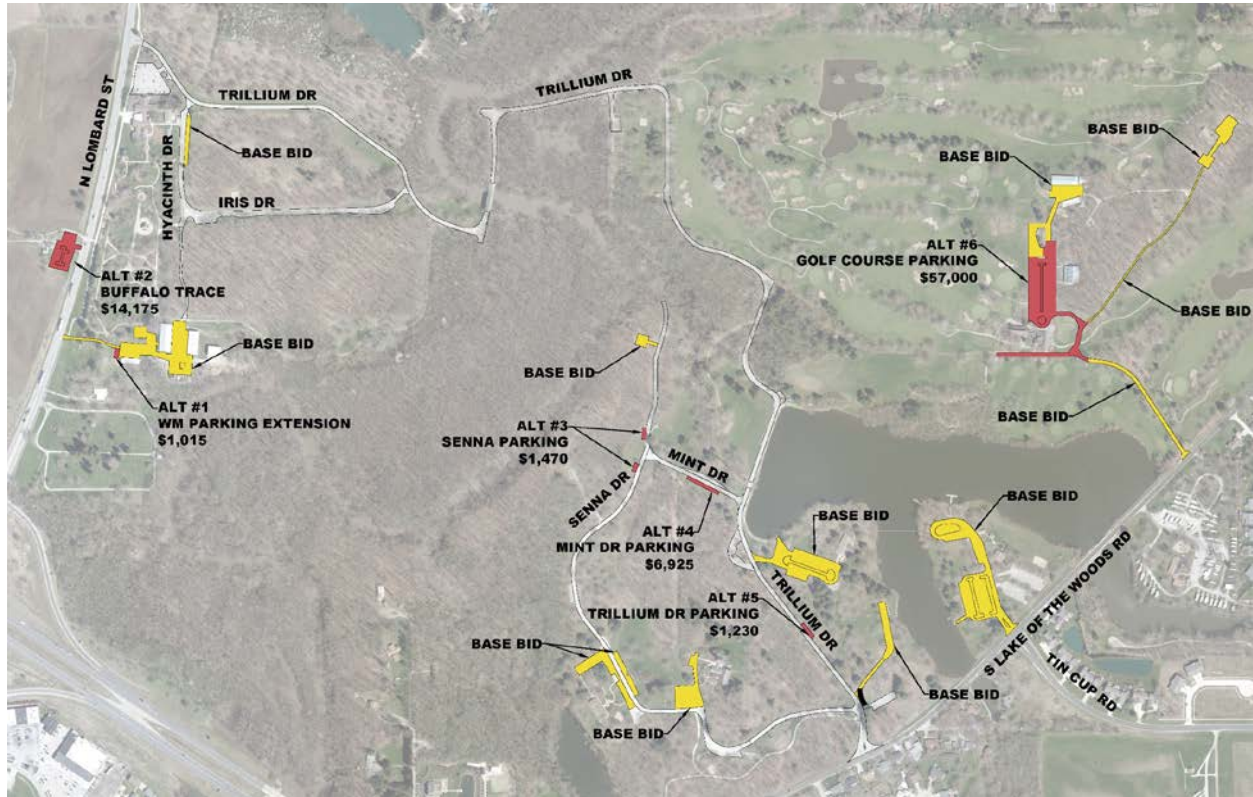
Equity in Purchasing

Staff sent the bid advertisement to vendors registered through the Illinois Procurement Gateway and the City of Champaign Diversity Advancement Program; none responded.

Project Funding

2023 Capital Budget	\$275,000
2023 Budget Impact	\$264,705
2023 Capital Savings	\$10,295

Attachment 1: Map of pavement areas



**FOREST PRESERVE FRIENDS FOUNDATION
BOARD MEETING**

Wednesday, January 4, 2023 at 3:00 p.m.

Museum of the Grand Prairie Education Classroom, Mahomet, IL and via Zoom

<https://us06web.zoom.us/j/81891136408?pwd=Qm05RlRjWHZRNXpMSzVnVlhQdHVUUT09>

Meeting ID: 818 9113 6408

Passcode: 540958

Members in Attendance: Carter Billingsley, Matt Hausman, Roger Laramée, Sarah Livesay, Brendan McGinty, Merry Mitchell, Dan Noel, Lorrie Pearson, Will Timmons, Jennifer Vallowe, Mary Ellen Wuellner.

Quorum (8 members required): met

Honorary members in Attendance: Bob Espeseth

Staff in Attendance: Ryan Anderson, Tim Sullivan.

Presentation: Before the start of the meeting, Cheryl Kennedy gave a presentation on the history of the Foundation.

Call to Order

Timmons called the meeting to order at 3:35.

I. Welcome & Introductions

Timmons welcomed everyone and thanked Cheryl Kennedy for the presentation.

II. Review & Approve Agenda

Wuellner moved approval of the agenda, Noel seconded. Voice vote was taken, motion carried.

III. Consent Agenda

Noel moved approval of the consent agenda, Wuellner seconded. Voice vote was taken, motion carried.

IV. Reports

- a. **CCFPD Board of Commissioners** – included in the packet.
- b. **Executive Director & Staff** – Pearson reported on 75th anniversary proceedings, including a new snowflake in the snowflake search and gifts to share with patrons.

c. **Committee Reports** – Anderson presented the committee reports. The nominating committee met and decided to send an updated application to Shira Epstein. Wuellner heard from her that she will get back to the Foundation soon.

d. **Grant & Fundraising** –

- Anderson reported a grant for the Homer Lake boat launch.
- An appeal for the Botanical Gardens Greenhouse was published in the *News Gazette*.
- Anderson also presented updated fundraising numbers and will have final 2022 numbers at the February meeting. Timmons requested statistical data as presented in the past. Anderson will send out schedule for the fundraising committee.
- Timmons also noted the progress on Facebook followers and would like to set a goal for 2023.
- Sullivan will send a sign-up sheet for Three Rivers contacts.
- Staff are discussing options for retiring board member gifts.

V. New Business

a. **2023 Meeting Schedule** – Wuellner motioned approval of the 2023 meeting schedule, Noel seconded. Voice vote was taken, motion carried.

b. **Donor Thank You Cards** – Timmons requested a donation minimum be set for donors to receive a handwritten thank you card from a Foundation member. Staff will provide 2022 donation data at the next meeting to select the appropriate minimum. Mitchell said that the Food Bank does thank you cards at \$500 and up. McGinty mentioned thank you text messages. Noel added that thank you cards have a high open rate compared to emails/texts.

Adjournment – Timmons noted that Angie Hatfield-Marker will attend the February meeting to answer endowment questions. At 4:35pm Noel moved to adjourn. Wuellner seconded. Voice vote was taken, motion carried.

Next Meeting – The next meeting will be Wednesday, February 1, 2023 at 3:00 p.m. at the Education Classroom, Museum of the Grand Prairie, Mahomet, IL and via Zoom.

Signed: , Secretary

Dated: February 1, 2023

January 19, 2023

MEMORANDUM

To: Board of Commissioners

From: Michael Daab, Deputy Executive Director

Re: CCFPD Sustainability Committee 2023 Report

Background

In September 2020, the Champaign County Forest Preserve District's Sustainability Committee presented a purpose statement and goals to the Board of Commissioners. The purpose statement reads, "As a forest preserve district, it is within our mission and our charge to be leaders in the areas of sustainability, conservation, and climate change resiliency for the present and future of Champaign County." The goals and action steps identified are anchored to the 2020-2024 Strategic Plan.

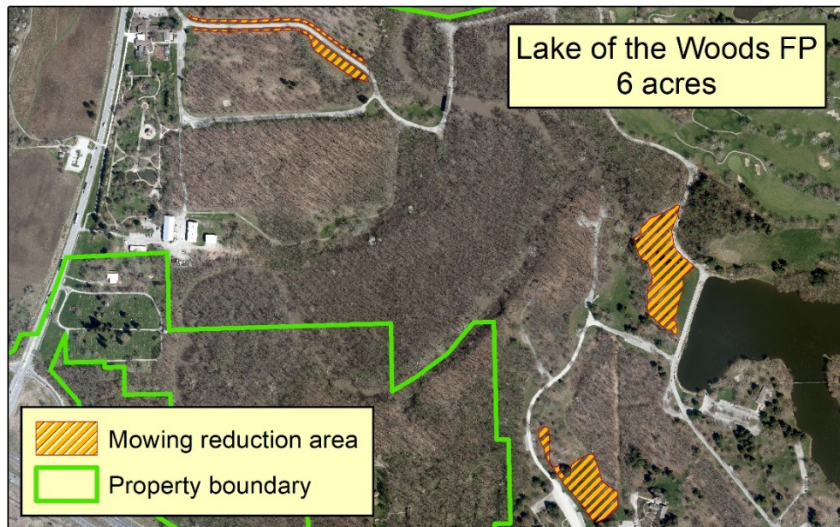
The Climate Commitment Resolution passed by the Board of Commissioners in April was a milestone moment for the Committee, and the District. The associated article in the News Gazette (https://www.news-gazette.com/news/local/parks-recreation/inside-out-forest-preserves-steps-up-to-climate-challenge/article_842c70f0-30c1-5110-b27e-5e334739d6b6.html) has helped to elevate our profile as a leader in sustainability for Champaign County.

The committee added a member of the Board this year in what we hope will be a continued effort to increase communication and direction for the committee. We thank the committee members that have served with us and left in 2022, as well as those members that joined during the year. We look forward to achieving much more in the coming year.

2022 End of Year Updates

Goal: Increase the efficiency of our energy use – reduce greenhouse gas emissions by 5%.

- Lighting at the Middle Fork shower house was upgraded from T8 tubes to more efficient LED tubes.
- The Golf Course received their new fleet of golf carts in July. The Club Car Tempo Lithium Ion electric fleet, reduces dependence on fossil fuels, along with noise pollution. The one battery and charger per cart also reduces maintenance (our prior electric fleet had 6 batteries and 2 chargers per unit) and gets extended life out of a full charge (estimated 45+ holes on one full charge).
- We received a grant from the Illinois Clean Energy Community Foundation for \$5,000 to be used toward the construction of a solar powered wheelchair charging station on the Kickapoo Rail Trail. The station will take advantage of renewable energy while providing shelter as well as charging for wheelchairs and other devices. Plans are currently in development.
- We have begun the process of determining the best potential for solar energy generation at CCFPD sites through our consultation with CQI Associates. The initial site survey has given us the necessary information to draw up potential solar arrays on approximately 15 locations.
- Staff continue to convert turf to native vegetation at Lake of the Woods and Middle Fork River. These plantings provide habitat, increase staff safety, decrease staff time spent mowing, and reduce carbon emissions.



Goal: Source sustainably by considering the social, ethical, and environmental performance factors in the process of selecting suppliers and purchasing energy, products, and services.

- **Renewable Energy:**
In October, CCFPD signed a contract to receive renewable electric energy through Vistra Corp. in order to power Lake of the Woods facilities without contributing carbon dioxide emissions to the atmosphere. The contract is for a two-year term, at the end of which we hope to have made progress on generating some electricity through on-site solar installations at the District.
- **Updated Purchasing Policy and Procedures:**
In November, the Board of Commissioners approved a new Purchasing Policy and associated Sustainable Purchasing Practices. These documents provide rules and guidance for staff to

ensure that social equity and sustainability are considered in all bids, quotes, and purchases. Sustainability consideration information will be provided to the Board with each purchasing action request moving forward. The Business and Finance team will help to ensure accountability in purchasing, and peer sharing and accountability will also help to move us toward more sustainable decisions.

- **Waste Reduction:**

An ADA compliant bottle filling fountain has been installed at the Golf Course Pro-Shop, and additional bottle filling stations are in hand and will replace the exterior fountains at Lake of the Woods rental facilities. These will help encourage our visitors to utilize re-usable water bottles at our Preserves, reducing the use of single use plastics.

Staff purchased re-usable plates and silverware for use at staff gatherings to ensure that single-use items made of plastic and Styrofoam are no longer needed multiple times during the year.

- **Creative Re-Use:**

The Construction Department repurposed damaged canoes from the Homer Lake fleet in order to create a donor recognition display at the LOW Peninsula and a parking lot delineation planter at the LOW canoe and kayak launch.

The Christmas tree recycling program continued, with trees utilized for fish habitat structure and wood chips.

Middle Fork River staff created fish structure for the refurbished Willow Pond out of invasive Osage orange trees that had been cut out of the campground area as an alternative to plastic-based structures.

As the observation tower was removed at Homer Lake, the Construction Department repurposed some of the decking for new dock approaches at Elks Lake. With higher costs and supply issues at the time, this saved the District almost \$1000 while fixing a safety issue without delay.

The mini split air conditioning system from the HQ basement, which was too small to condition the entire new basement office space, was relocated to the Izaak Walton Cabin. This will improve the energy efficiency of that facility, and the reuse of equipment equals replacement savings.

Goal: Increase water quality and conservation.

- The Lake of the Woods Golf Course completed recertification as a “Certified Audubon Cooperative Sanctuary” through the Audubon International program for Golf Course, demonstrating a commitment to maintaining environmental quality throughout the golf course.

Goal: Educate both internally and externally.

- Stacey attended an Illinois Climate Change Education Online Workshop Series by Climate Generation. They shared activities on climate change for K-12th grade.
- In May, Stacey wrote an article for the News-Gazette highlighting the CCFPD Climate Commitment.
- The Marketing Department developed an Oct. 22nd Youth Climate Action Day post- more posts will be coming in near future to highlight our activities and efforts related to sustainability and action against climate change.



Happy Youth Climate Action Day! 🌍🌱🌿

Champaign County Forest Preserves offers many activities and events that get youth involved in learning about and caring for the planet.

Pictured are a few key moments from some of CCFPD's many events and activities: litter clean-ups along rivers and trails, seed collections, invasive species removals, planting native species, nature hikes, interactive education, and more.

We are committed to mitigating climate change, and we are invested in sustainability.
To learn more about our efforts, please visit
<https://youtu.be/H63yFndjRA>

Check out [Homer Lake Interpretive Center](#) and [Museum of the Grand Prairie](#) for any upcoming events related to youth climate action.



Sustainability Committee 2022

John Baker, Director of Business and Finance*
Stacey Clementz, Youth Programs Manager
Michael Daab, Deputy Executive Director (Chair)
Jon Hoekstra, Citizens Advisory Committee*
Peter Goodspeed, Director of Natural Resources
Andrew Kerins, CCFPD Board of Commissioners*
Jacob Pruiett, MF Assistant Site Superintendent
Tim Sullivan, Fundraising and AP Assistant
*New in 2022

Seats Vacated in 2022

Marianne Lippi, Citizens Advisory Committee
Gregory Walburg, Citizens Advisory Committee
Blair Balbach, Assistant Director of Finance
Katrina Kotowski, Citizens Advisory Committee

January 19, 2023

MEMORANDUM – Executive Session

To: Board of Commissioners

From: Michael Daab, Deputy Executive Director

Re: Donation Agreement with Pathfinder Group of Illinois, LLC to transfer to the District
+/- 0.38 acres of property in Ogden, IL and adjacent to the KRT

Action Requested

Staff requests that the Board of Commissioners authorize the Executive Director to authorize the donation agreement between the Pathfinder Group of Illinois, LLC and Champaign County Forest Preserve District to transfer 0.38 acres of property in Ogden, IL to the Champaign County Forest Preserve District.

Background

Champaign County Forest Preserve District personnel were first approached by John North, partner in Pathfinder Group of Illinois land development limited liability company, regarding the purchase or donation of two parcels of land in Ogden that are contiguous with the CCFPD's Kickapoo Rail Trail ownership in 2015.

These two individual lots were approved for residential building by the Village of Ogden when the Points East subdivision was considered and approved in 1994. The lots had not been aggressively marketed due to their smaller setbacks and the sale of the owners' homebuilding business. Upon the advent of the KRT design and construction, the partners decided that a donation of this type could potentially benefit and enhance the trail and its many features. The lots each have sewer and water taps are in place and accessible should CCFPD wish to utilize them. The Village of Ogden has lease on the Maple Street right-of-way "for the purpose of operating and maintaining a public street, including street pavement, sidewalks, sanitary sewers, water lines, and stormwater drainage facilities."

We do not currently have plans for development of the parcels. However, they do extend our buffer along the trail against any conflicting development. We will continue to explore options for rest nodes and expansion of natural areas as we focus on completion of the trail in 2023 and 2024.

Mayor Gabriel Clements of Ogden has stated his support for this land donation to CCFPD. A Phase 1 Environmental Site Assessment has been completed by Materials Engineering and Testing, Inc. (MET) The assessment "has revealed no recognized environmental conditions (RECs) in connection with the property," and, therefore, no Phase II Environmental Site Assessment is recommended. MET did recommend retaining the services of a contractor to inspect and properly decommission a suspected septic tank on the site. J&S Wastewater Systems has provided a quote of \$2,055 to remove and dispose of the tank and backfill the area. KRT habitat funding is available to cover the cost to clean up this environmental and safety concern. The small area will be replanted to grass to provide for a continuation of current maintenance mowing.

This acquisition meets the requirements of the Downstate Forest Preserve District Act.

“No district with a population less than 600,000 shall have the power to purchase, condemn, lease or acquire an easement in property within a municipality without the concurrence of the governing body of the municipality, *except where such district is acquiring land for a linear park or trail not to exceed 100 yards in width or is acquiring land contiguous to an existing park or forest preserve*, and no municipality shall annex any land for the purpose of defeating a District acquisition once the District has given notice of intent to acquire a specified parcel of land.”

This acquisition meets the direction for land acquisition provided in the 2010 CCFPD Master Plan:

Guiding Principles

1. The protection, preservation, and restoration of the lands and waters set aside by the Forest Preserve District shall be of paramount importance and shall guide all decision making.

9. We shall pursue opportunities to provide new preserves and add buffers to existing Preserves when appropriate, while maintaining sensitivity to the needs of Champaign County residents for business agriculture, and community services.

GIS Webmap Public Interface Champaign County, Illinois



DONATION AGREEMENT

DONATION AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 by and between PATHFINDER GROUP OF ILLINOIS, LLC, an Illinois limited liability company ("Donor"), and CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT ("District"), forest preserve district organized under the Downstate Forest Preserve District Act (70 ILCS 805/0.001-805/23).

WITNESSETH:

WHEREAS, Donor currently holds, or prior to delivery of the Deed provided for herein will hold, legal title to the two (2) +/- .19 acre parcels (+/- .38 acres combined) of turf and forested real estate (the "Real Estate") consisting of Lots 10 and 11 of Points East subdivision, and which is further described on the attached Exhibit A (which together with all appurtenant rights referred to herein as the "Property");

WHEREAS, District holds legal title to other parcels of real estate adjacent to and/or nearby the Property, and manages in excess of 1,300 substantially forested acres in Champaign County, Illinois for public use;

WHEREAS, Donor wishes to donate the Property to District as a charitable donation for the benefit of the people of Champaign County and State of Illinois and District wishes to accept such donation, all subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. PROMISES TO DONATE AND ACCEPT.

Donor shall donate, convey and assign the Property, including improvements thereon and appurtenances thereto, to District, and District shall accept and assume ownership of the Property from Donor subject to the terms and conditions of this Agreement.

2. CONVEYANCE.

Donor shall convey the Property to District by quit claim deed (the "Deed") in recordable form in substantially the form attached hereto as Exhibit B, and said Deed shall convey to the District or its nominee title in fee simple to the Property, subject only to any additional exceptions shown on the attached Exhibit C, the reservations contained in the Deed, and any additional exceptions approved in writing by the District (hereinafter collectively called "Permitted Exceptions").

3. **TITLE.**

(a) District, at District's sole cost and expense, may obtain in form and substance satisfactory to District, not less than 10 days prior to the "Closing Date" (as hereinafter defined), a preliminary title report (the "Title Commitment") issued by a reputable title company regularly doing business in Champaign County, Illinois (the "Title Company"), showing title to the Property in Donor, subject only to the Permitted Exceptions and the reservation contained in the Deed, and committing the Title Company to issue after the Closing an ALTA Form B owner's title insurance policy (the "Title Policy") in the minimum amount established by the Title Company, or such higher amount as is requested and paid for by the District, with full extended coverage over the general exceptions contained in the Title Policy, containing no exceptions other than the Permitted Exceptions.

(b) If the Title Commitment discloses exceptions to title other than the Permitted Exceptions, Donor shall have 15 days from the date of delivery of the Title Commitment in which to have those unpermitted exceptions or defects cured and if Donor does not cause such unpermitted exceptions or defects to be cured within such time period or is unable to deliver to District at Closing the Title Policy in the form required hereunder, District may elect either to take title as it then is or either party may terminate this Agreement by providing written notice to the other, in which event the parties shall have no further obligations hereunder.

4. **CLOSING.**

(a) Subject to the conditions precedent contained in this Agreement, the Closing shall take place on a date and at a location mutually agreed upon by Donor and the District within a reasonable time following District's receipt, review and approval of the Commitment (the "Closing Date"), and at the Closing Donor shall deliver possession of the Property to District, along with the following all in form, execution and substance satisfactory to District:

(i) The Deed duly executed and acknowledged by Donor, conveying to District or District's nominee, title to the Property, in proper form for recording and subject only to the Permitted Exceptions;

(ii) ALTA Statement and other documents reasonably required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;

(iii) State of Illinois and Champaign County real estate transfer tax declarations and evidence of compliance with any local requirements, if any, for the transfer of real estate; and

(iv) A copy of the resolution of Donor authorizing this transaction.

(b) At the Closing, District shall deliver the following all in form and substance satisfactory to Donor:

(i) ALTA Statement and other documents required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;

(ii) State of Illinois and Champaign County real estate transfer tax declarations and evidence of compliance with any local requirements, if any, for the transfer of real estate;

(iii) A certified copy of meeting minutes or resolution of District authorizing this transaction; and

(iv) Payment for District's costs related to the Title Policy.

(c) Except as otherwise set forth in this Agreement, the fees and expenses of Donor's designated representatives, accounts and attorneys shall be borne by Donor, and the fees and expenses of District's designated representatives, accountants and attorneys shall be borne by District. Notwithstanding anything contained in this Agreement to the contrary, any and all costs for the Closing, Title Commitment and Title Policy shall be District's sole cost and expense.

5. ADJUSTMENTS.

All proratable items, if any, other than general real estate taxes shall be prorated as of the Closing Date, and such prorations shall be final unless otherwise agreed in writing by the parties. General real estate taxes levied the Property, if any, but not due and payable at the time of Closing shall be adjusted pro rata as of the Closing Date on the basis of the most recent ascertainable taxes on the Property.

6. REMEDIES.

(a) If Donor should breach any of its covenants, representations or warranties contained in this Agreement, after District has given Donor not less than 10 days' written notice of such default and if such default still remains uncured after the notice period, District may, as District's sole remedy hereunder, by reason of Donor's breach or default, immediately terminate this Agreement and recover its costs (including without limitation attorneys' fees) incurred to date in connection with preparation of and performance under this Agreement, and prior to and after said date in connection with termination of this Agreement.

(b) If District should breach any of its covenants contained in this Agreement, after Donor has given District not less than 10 days' written notice of such default and if such default remains uncured after such notice period, Donor may, as Donor's sole remedy hereunder, by reason of District's breach or default, immediately terminate this Agreement and recover its costs (including without limitation attorneys' fees) incurred to date in connection with preparation of and performance under this Agreement, and prior to and after said date in connection with termination of this Agreement.

7. MODIFICATIONS, WAIVERS, ETC.

(a) Each party reserves the right to waive any of the conditions precedent to its respective obligations hereunder. No such waiver and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein shall be valid unless the same is in writing and signed by the party against which the enforcement of such modifications, waiver, amendment, discharge or change is sought.

(b) This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

7. NOTICES.

All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served when faxed or delivered, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for Donor:

Pathfinder Group of Illinois, LLC
P.O. Box 566
Urbana, IL 61803

With copies to:

Jenny H. Park
Meyer Capel, a Professional Corporation
306 West Church Street
P. O. Box 6750
Champaign, IL 61826-6750

If intended for District:

Champaign County Forest Preserve District
P. O. Box 1040
Mahomet, IL 61853

With a copy to:

Matt C. Deering
Meyer Capel, a Professional Corporation
306 West Church Street
P. O. Box 6750
Champaign, IL 61826-6750

Notices shall be deemed to have been duly given or made on the date received, if faxed or delivered, or three days after mailing, if mailed, however, that either party may change its address for purposes of receipt of any such communication by giving 10 days' written notice of such change to the other party in the manner above prescribed.

8. CONDITION OF PROPERTY.

DISTRICT ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY, AND, EXCEPT AS SET FORTH HEREIN, THE CONVEYANCE OF THE PROPERTY WILL BE MADE ON AN "AS IS/WHERE IS/WITH ALL FAULTS" BASIS. DONOR'S CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED (WITH THE EXCEPTION OF ANY DONOR'S WARRANTIES EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT), INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION.

9. MISCELLANEOUS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective, successors and assigns.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

(c) Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter should so apply and vice versa.

(d) This Agreement may be executed in one or more counterpart signature pages [including facsimile or electronic (including, without limitation, "pdf", "tif", "jpg", DocuSign and AdobeSign) or other counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(e) Time is of the essence of this Agreement.

(f) All covenants contained herein that by their terms are to be performed after Closing are intended to survive Closing and shall survive Closing.

(g) This instrument contains the entire agreement of the parties, and no representations, warranties or agreement have been made by either of the parties except as set forth herein. No modification, waiver or amendment of the provisions of this Agreement shall be effective unless made in writing and signed by the parties hereto.

(h) District shall provide appropriate documentation acknowledging the donation as requested by Donor, including but not limited to an executed IRS Form 8283 and an acknowledgement letter in the form attached as Exhibit D. District shall not be responsible for obtaining an appraisal; provided, however, District shall cooperate as necessary for such appraisal which Donor may obtain or such other documents pertaining to the donation reasonably required or requested by Donor.

(i) District, at District's sole cost and expense, agrees to install, within ninety (90) days from the Closing, a plaque on the Property at such location and substance of the plaque as agreed to by Donor, including but not limited to Donor's member names, quote and recognition of the donation.

10. WAIVER OF CONFLICT OF INTEREST.

District and Donor acknowledge that potential conflicts of interest exists due to Meyer Capel's representation of District in this transaction (the, "Donation") and Meyer Capel's past, current and/or future representation of District and Donor and/or parties affiliated with Donor in connection with the Donation and matters other than the Donation. The parties hereby acknowledge that Meyer Capel has disclosed the potential conflicts of interest to each of them and the legal and ethical concerns arising from the conflicts and that the District and Donor have each had the opportunity to retain independent counsel to represent them in the Donation.

Donor hereby waives any claim for conflict of interest against Meyer Capel resulting from Meyer Capel's representation of District in the Donation, and/or in matters unrelated to the Donation.

District hereby waives any claim for conflict of interest against Meyer Capel resulting from Meyer Capel's representation of Donor and/or parties affiliated with Donor in the Donation and/or in matters unrelated to the Donation.

Having been advised of the conflict of interest by Meyer Capel, Donor and District acknowledge that in the event any dispute arises in relation to the Donation, each of them will seek independent representation by a law firm or law firms other than Meyer Capel in any such dispute.

[This space intentionally left blank]

DONOR:

PATHFINDER GROUP OF ILLINOIS, LLC

By: _____
Title: _____

DISTRICT:

CHAMPAIGN COUNTY FOREST
PRESERVE DISTRICT

By: _____
Title: _____

EXHIBIT A

(The Property)

Legal Description: **Lots 10-11 in Points East Subdivision, as per Plat recorded in Plat book “CC” at Page 52, situated in Champaign County, Illinois**

PINs: 17-24-16-201-001 and 17-24-16-201-002

(See also attached pages from Champaign County GIS Webmap and Assessor’s Property Information attached hereto)

EXHIBIT B

(the Deed)

SEE ATTACHED

Send tax bill to:

Champaign County Forest Preserve District
P.O. Box 140
Mahomet, IL 61853

Prepared by and Return to:

Matt C. Deering
Meyer Capel, a Professional Corporation
306 West Church St., P.O. Box 6750
Champaign, Illinois 61826-6750
Telephone: 217/352-1800

QUITCLAIM DEED

THE GRANTOR, ***PATHFINDER GROUP OF ILLINOIS, LLC***, an Illinois limited liability company, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, hereby CONVEYS and QUIT CLAIMS to the GRANTEE, ***CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT***, a forest preserve district organized under the Downstate Forest Preserve District Act (70 ILCS 805/0.001-805/23), all interest in the real estate described on Exhibit A attached hereto and incorporated herein by this reference.

Subject to: (1) Real estate taxes for the year 2022 and subsequent years;
 (2) Covenants, conditions, restrictions and easements apparent or of record;
 and
 (3) All applicable zoning laws and ordinances.

Dated this ____ day of _____, 2023.

PATHFINDER GROUP OF ILLINOIS, LLC,
an Illinois limited liability company,

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT C
(Additional Exceptions)

NONE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and to be the _____ of PATHFINDER GROUP OF ILLINOIS, LLC., an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and to be the _____ of PATHFINDER GROUP OF ILLINOIS, LLC., an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

Exempt under the provisions of Section 31-45, paragraph e of the Real Estate Transfer Tax Law.

Grantor, Grantee or Representative

EXHIBIT A

Legal Description: Lots 10-11 in Points East Subdivision, as per Plat recorded in Plat Book
 “CC” at Page 52, situated in Champaign County, Illinois

PINs: 17-24-16-201-001 and 17-24-16-201-002

February 16, 2023

MEMORANDUM

To: Board of Commissioners
From: John Baker, Business and Finance Director
Re: Ordinance 2022-03: Annual Budget and Appropriations for the 2023 fiscal year

Action Requested

Staff requests the Board of Commissioners approve Ordinance 2022-03: Annual Budget and Appropriation for the 2023 fiscal year.

Background

Staff presented the Tentative Budget and Appropriation Ordinance in November 2022. Illinois statute requires that the tentative ordinance be made available for public inspection for a thirty-day period prior to the public hearing, and to provide notice in the News-Gazette at least seven days prior to the hearing. All requirements for posting the ordinance will be met after tonight's public hearing.

Since that November presentation, the budget requests have clarified and the final working budget numbers were approved by the Board at the December 2022 meeting. The appropriations have not changed since the November presentation.

The Appropriation Ordinance establishes legal appropriation limits for each major category of the District's funds and also notifies the public of District's general spending plans for the subsequent fiscal year. This ordinance appropriates the monies necessary to cover projected expenses and liabilities that the District *may* incur during its fiscal year. Appropriations are established to allow for unanticipated expenditures which will possibly occur during the year.

Appropriations set the maximum limits for planned fiscal year District expenditures, but also make allowance for potential emergencies and other opportunities that may arise. Therefore, appropriations incorporate potential grant work and land acquisition and allow for increases not known, but possible at the time of budget preparation. Operating appropriations are typically 5% to 30% higher than actual expenditures. For the capital projects and land acquisition fund, potential major expenditures are considered when proposing appropriations.

The District may not exceed the aggregate, fund, or expense category limits without either passing another appropriation ordinance OR transferring appropriations. In either case Board action is required before the end of the fiscal year. For these reasons the total appropriation amount is generally substantially higher than the working budget.

CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT

Headquarters, Lake of the Woods Mahomet, Illinois

ORDINANCE NO. 2022-03

ANNUAL FINAL BUDGET AND APPROPRIATION ORDINANCE
OF THE CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT,
IN THE COUNTY OF CHAMPAIGN, OF THE STATE OF ILLINOIS,
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of Commissioners of the Champaign County Forest Preserve District had prepared in tentative form this Appropriation Ordinance, and the Secretary of said Board made said Ordinance conveniently available to public inspection for more than thirty days prior to final action thereon; and

WHEREAS, a public hearing was held on this Budget and Appropriation Ordinance on February 16, 2023. The public hearing was originally scheduled for January 19, 2023 but due to a lack of quorum at that meeting was set for February 16, 2023 pursuant to a motion to establish the time to adjourn. Notice of the January 19, 2023 public hearing was given at least seven days prior by publication in the News-Gazette which is a newspaper published in said Forest Preserve District, the set February 19, 2023 public hearing was included in the Forest Preserve District's posted agenda for that meeting, and other legal requirements being complied with;

WHEREAS, the following determinations have been made and are hereby made a part of the tentative budget:

- (a) Cash on hand at the beginning of the fiscal year is estimated to be \$5,685,142.
- (b) Cash to be received during FY 2022 from all sources is estimated to be \$12,410,084.
- (c) Estimated expenditure amount for the fiscal year is \$13,203,531.
- (d) Cash estimated to be on hand at the end of the fiscal year is \$4,891,695.
- (e) Property taxes to be received during the fiscal year are estimated to be \$5,388,423.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the Champaign County Forest Preserve District, County of Champaign, and State of Illinois as follows:

SECTION 1. The following sums of money for the objects and purposes outlined below, are hereby appropriated for the fiscal year beginning January 1, 2023 and ending December 31, 2023. Each of said sums of money and the aggregate thereof are deemed necessary by this Board to defray the necessary expenses and liabilities of this District during the fiscal year beginning January 1, 2023 and ending December 31, 2023 for the respective purposes set forth.

Statement of Estimated Expenditure Appropriations

Corporate Fund	2023 BUDGET	2023 APPROPRIATION
Full Time Personnel	\$ 1,836,931	\$ 1,876,739
Part Time Personnel	\$ 370,192	\$ 407,211
Employee Benefits	\$ 268,678	\$ 295,545
Supplies and Fuel	\$ 191,093	\$ 286,640
Utilities	\$ 165,209	\$ 247,814
Contractual Professional Services	\$ 375,752	\$ 512,638
Maintenance & Equipment	\$ 302,880	\$ 393,738
Miscellaneous	\$ 87,323	\$ 89,359
Transfers	\$ 512,349	\$ 1,130,285
	\$ 4,110,407	\$ 5,239,969
Improvements and Development Fund	2023 BUDGET	2023 APPROPRIATION
Full Time Personnel	\$ 801,029	\$ 841,080
Part Time Personnel	\$ 67,722	\$ 74,494
Employee Benefits	\$ 107,595	\$ 118,355
Supplies and Fuel	\$ 124,640	\$ 143,336
Utilities	\$ 36,054	\$ 54,081
Contractual Professional Services	\$ 40,093	\$ 60,140
Maintenance & Equipment	\$ 38,460	\$ 49,998
Natural Resource Management	\$ 29,000	\$ 31,898
Miscellaneous	\$ 6,395	\$ 31,975
Transfers	\$ 142,378	\$ 253,751
	\$ 1,363,366	\$ 1,659,108
Museum Store Fund	2023 BUDGET	2023 APPROPRIATION
Merchandising	\$ 10,275	\$ 15,413
Golf Fund	2023 BUDGET	2023 APPROPRIATION
Full Time Personnel	\$ 252,652	\$ 265,285
Part Time Personnel	\$ 211,875	\$ 269,650
Employee Benefits	\$ 50,710	\$ 60,852
Supplies and Fuel	\$ 139,100	\$ 180,829
Utilities	\$ 41,200	\$ 61,800
Contractual Professional Services	\$ 35,592	\$ 46,270
Maintenance & Equipment	\$ 91,063	\$ 109,275
Repair & Rehab	\$ 132,500	\$ 165,000
Merchandising	\$ 101,000	\$ 136,350
	\$ 1,055,692	\$ 1,295,311

Liability & Compensation Insurance Fund	2023 BUDGET	2023 APPROPRIATION
Liability Insurance	\$ 209,263	\$ 230,189
Safety & Risk Mitigation Projects	\$ 545,500	\$ 763,700
	\$ 754,763	\$ 993,889
Illinois Municipal Retirement Fund	2023 BUDGET	2023 APPROPRIATION
Pension Contributions	\$ 160,051	\$ 280,089
Audit Fund	2023 BUDGET	2023 APPROPRIATION
Contractual/Professional	\$ 62,447	\$ 74,936
Social Security Fund	2023 BUDGET	2023 APPROPRIATION
Social Security Contributions	\$ 247,635	\$ 260,016
Bond Fund	2023 BUDGET	2023 APPROPRIATION
Contractual Professional	\$ 8,797	\$ 11,435
Transfers	\$ 256,810	\$ 269,651
	\$ 265,607	\$ 281,086
Capital Projects Fund	2023 BUDGET	2023 APPROPRIATION
Capital Equipment	\$ 377,001	\$ 408,101
Capital Grant Projects	\$ 1,338,000	\$ 1,415,800
Kickapoo Rail Trail Development	\$ 2,770,166	\$ 3,384,199
New Construction	\$ 65,000	\$ 78,125
Repair and Rehab	\$ 521,000	\$ 580,625
Resource Management	\$ 12,000	\$ 18,000
	\$ 5,083,167	\$ 5,884,850
Land Acquisition Fund	2023 BUDGET	2023 APPROPRIATION
Services	\$ 21,000	\$ 36,750
Land Acquisition	\$ 953,210	\$ 2,097,062
	\$ 974,210	\$ 2,133,812
Totals	\$ 14,117,620	\$ 18,118,479

The above Statement of Estimated Expenditures designated for the respective funds constitute the appropriations for the fiscal year 2023 as provided in Section 2.

SECTION 2. That there is hereby appropriated for the use of this Forest Preserve District for said fiscal year the following amounts: from the Corporate Fund a total of \$5,239,969; from the Improvement and Development Fund a total of \$1,659,108; from the Golf Course Fund a total of \$1,295,311; from the General Store Fund a total of \$15,413; from the Liability and Compensation Insurance Fund a total of \$993,889; from the Illinois Municipal Retirement Fund a total of \$280,089; from the Public Accounts Audit Fund a total of \$74,936; from the Social Security Fund a total of \$260,016; from the Bond fund a total of \$281,086; from the Projects Fund a total of \$5,884,850; and from the Land Acquisition Fund a total of \$2,133,812 making an aggregate amount appropriated of \$18,118,479 such a total being divide amongst and appropriated for the several objects and purposes specified and enumerated and in the amounts stated for such funds respectively specified in Section 1 above, under Statements of Estimated Expenditures, and the Statement in Section 1 reading as follows: "The above Statements of Estimated Expenditures designated for the respective funds constitute the appropriations for the fiscal year 2023, as provided in Section 2 with the same effect as if said statement was repeated in its entirety and that this Section 2 shall be and is the Annual Tentative Budget and Appropriation Ordinance of this Forest Preserve District for said fiscal year passed by the Board of Commissioners thereof as required by law and shall be in full force and effective from and after ten days after its final passage and publication as provided by law."

PASSED, ADOPTED, AND APPROVED THIS 16th DAY OF
FEBRUARY 2023

William G. Goodman, President
Board of Commissioners
Champaign County Forest Preserve District
Champaign County, Illinois

ATTEST:

Sarah Livesay, Secretary
Board of Commissioners
Champaign County Forest Preserve District
Champaign County, Illinois

**CERTIFICATION OF ESTIMATE
OF REVENUE
FISCAL YEAR 2023**

I, Bobbie Herakovich, do hereby certify that I am the duly appointed Treasurer of the Champaign County Forest Preserve District. As such I do further certify that the revenues, by source, anticipated to be received by the Forest Preserve District for the fiscal year beginning January 1, 2023 and ending December 31, 2023 are estimated to be as follows:

ESTIMATE OF REVENUE

SOURCE	AMOUNT
Property Taxes	\$5,388,423
Grants and Donations	4,934,453
User Fees	1,063,201
Personal Property Replacement Taxes	505,200
Merchandising and Concessions	322,400
Miscellaneous	75,774
TOTAL	\$12,410,084

IN WITNESS WHEREOF, I have hereunto set my hand affixed the seal of the Champaign Forest Preserve District this 16th day of February 2023.

Bobbie Herakovich, Treasurer
Champaign County Forest Preserve District

January 19, 2023

MEMORANDUM

To: Board of Commissioners

From: Bridgette Moen, Planning Director

Re: Rejection of Bid for Lake of the Woods Greenhouse Demolition

Action Requested

Staff requests the Board of Commissioners reject all bids for Greenhouse Demolition (Demolition and Removal) at Lake of the Woods Forest Preserve.

Background

The District received funding from the Illinois Department of Natural Resources (IDNR) via a Public Museum Capital Grants Program (PMC) award in 2022 for the Discovery Garden Greenhouse project in the Mabery Gelvin Botanical Garden. The scope includes: demolishing the existing greenhouse, constructing a new greenhouse with classroom space and public restrooms, and making improvements to the landscape. In October 2022, the Board of Commissioners approved Resolution 2022-24 designating the greenhouse for sale/bid/disposal. After receiving results from Midwest Engineering and Testing, Inc. that the greenhouse has significant presence of asbestos requiring abatement, staff decided not to pursue any reuse (internally or externally) of the structure.

Because the abatement cost is nearly double the anticipated amount, staff are proposing to separate the general demolition and abatement bids, rebid the abatement without general demolition services, and demolish the structure in-house after the abatement is complete.

Bid Results

Two (2) sealed bid were opened December 29, 2022, at 11:00am with bid tabulation as shown. The request for bids was advertised in the News-Gazette on December 11, 2022.

Bidder	Location	DBE	Base Bid
Stark Excavating	Bloomington, IL	n/a	\$58,300.00
S. Shafer Excavating Inc.	Pontoon Beach, IL	n/a	\$63,240.00
Great Western Abatement*	Jerseyville, IL		
*Bid received after deadline and therefore remained sealed.			

Sustainability in Purchasing

Specifications required that abatement be performed by an Illinois Department of Public Health licensed contractor and disposed at an IL Environmental Protection Agency facility.

Equity in Purchasing

Staff sent the Request for Bid to all qualified vendors registered with City of Champaign Diversity Advancement Program. Staff also sent the bid advertisement to local vendors registered through the Illinois Procurement Gateway. No registered vendors responded with a bid.

February 16, 2023

MEMORANDUM

To: Board of Commissioners

From: Bridgette Moen, Planning Director

Re: Approval of Bid for Lake of the Woods Greenhouse Asbestos Abatement

Action Requested

Staff requests the Board of Commissioners approve the bid for Greenhouse Asbestos Abatement (abatement and removal) at Lake of the Woods Forest Preserve from Thornburgh Abatement for **Twenty-Two Thousand Nine Hundred Forty-One and 00/100 (\$22,941.00)** and authorize the Executive Director to execute the contract.

Background

The District received funding from the Illinois Department of Natural Resources (IDNR) via a Public Museum Capital Grants Program (PMC) award in 2022 for the Discovery Garden Greenhouse project in the Mabery Gelvin Botanical Garden. The Board of Commissioners approved Resolution 2022-24 designating the greenhouse for sale/bid/disposal. Staff solicited bids for demolition and abatement. Due to the higher than anticipated bids, staff recommended rejection and rebidding with an altered scope. Following abatement, staff will complete the demolition of the structure.

Bid Results

Seven (7) sealed bid were opened January 31, 2023, at 9:00am with bid tabulation as shown. The request for bids was advertised in the News-Gazette on January 16, 2023. Thornburgh Abatement is licensed through the State of IL to perform asbestos abatement and their corporation is in good standing with the State of MO.

Bidder	Location	DBE	Base Bid
AC Environmental	Wilsonville, IL	n/a	\$34,346
American Asbestos Abatement LLC	St. Peters, MO	Women-Owned	\$45,876
Clean Air Asbestos and Mold Control	Aurora, IL	n/a	\$32,700
Great Western Abatement, Inc.	Jerseyville, IL	Women-Owned	\$33,595
M&O Environmental Company	Peoria, IL	n/a	\$38,800
Thornburgh Abatement	St. Louis, MO	Women-Owned	\$22,941
Triple A Asbestos Services, Inc.	Pana, IL	n/a	\$41,000

Sustainability in Purchasing

Specifications required that abatement be performed by an Illinois Department of Public Health licensed contractor and disposed at an IL Environmental Protection Agency facility.

Equity in Purchasing

Staff sent the Request for Bid to all qualified vendors registered with City of Champaign Diversity Advancement Program. Staff also sent the bid advertisement to local vendors registered through the Illinois Procurement Gateway. The recommended vendor, Thornburgh Abatement, is a Women Business Enterprise certified by the State of Illinois Commission on Equity and Inclusion.

February 16, 2023

MEMORANDUM

To: Board of Commissioners
From: Sam Ihm, Planning Assistant
Mike Fry, Construction Manager
Re: Mini Excavator Purchase Board Action Request

Action Requested

Staff requests the Board of Commissioners approve the base bid and add alternate #1 from Birkey's Farm Store for **Seventy-Four Thousand Two Hundred and 00/100 (\$74,200.00)** for a Mini Excavator and authorize the Executive Director to execute the contract.

Background

The 2023 Capital Equipment budget includes \$70,000 for a new Mini Excavator. In addition to Construction's regular use of a new machine, staff identified multiple department and project crossover uses. The Construction Department does not have a mini excavator and currently needs to spend project funds to rent them. There are several upcoming capital projects which will require significant earthwork such as the spillway and Buffalo Trace wetland as well as smaller projects such as maintaining seawalls at Homer Lake and drainage improvements at Headquarters. Staff estimate a mini excavator rental for the spillway project alone would exceed 10% of the cost of the requested machine. The "Add Alternate" price is for a larger digging bucket.

While the Kubota U48 is the lowest bid and within budget, it is a smaller machine and is not an equal substitute. The benchmark model in the request for bid has a 47.6 horsepower engine, 12'9" in digging depth, 20'1" reach, 10,172 pounds of force, and 4.6 psi. The U48 falls short of all these performance standards. The second-lowest bid, the Kubota KX057, meets or exceeds these specifications and is in stock locally.

Bid Results

Seven (7) sealed bid were opened January 31, 2023, at 11:00am with bid tabulation as shown. The request for bids was advertised in the News-Gazette on January 15, 2023.

Bidder	Base Bid (\$)	Add Alternate (\$)	Total Bid (\$)	Model
AHW	\$72,696.00	\$1,854.00	\$74,550.00	Deere 50G
Sargents Equipment & Repair Service, Inc	\$75,600.00	\$1,820.00	\$77,420.00	Doosan DX55R-7
Birkey's Farm Store Model 1	\$73,000.00	\$1,700.00	\$74,700.00	Kubota U55-5R3AP
Birkey's Farm Store Model 2	\$65,000.00	\$1,700.00	\$66,700.00	Kubota U48-5R3A
Birkey's Farm Store Model 3	\$72,500.00	\$1,700.00	\$74,200.00	Kubota KX057-5R3A
Altorfer CAT Model 1	\$100,128.00	N/A	\$100,128.00	Cat 306-07 CR
Altorfer CAT Model 2	\$92,959.00	N/A	\$92,959.00	Cat 305-07 CR

Sustainability in Purchasing

A compact excavator will use about half the fuel compared to the District's existing backhoe, which is currently the only option for excavation activities, due to its smaller engine and improved emissions standards.

Equity in Purchasing

Staff searched for local equipment vendors registered through the Illinois Procurement Gateway and the City of Champaign Diversity Advancement Program but found none.

Project Funding

2023 Capital Equipment Budget for Mini Excavator	\$70,000.00
Kubota KX057-5R3A Cost	\$74,200.00
Budget Gap	\$4,200.00
Anticipated Equipment Savings from Golf Course Work Cart	\$7,000.00

Attachment 1: Kubota KX057-5 model image



February 16, 2023

MEMORANDUM

To: Board of Commissioners

From: Ryan Anderson, Grants & Development Officer
Bridgette Moen, Planning Director

Re: Approval of Resolution No. 2023-01 authorizing application of an RTP application

Action Requested

Staff requests the Board of Commissioners approve Resolution No. 2023-01, authorizing the application for a Recreational Trail Program (RTP) grant, administered through the Illinois Department of Natural Resources (IDNR).

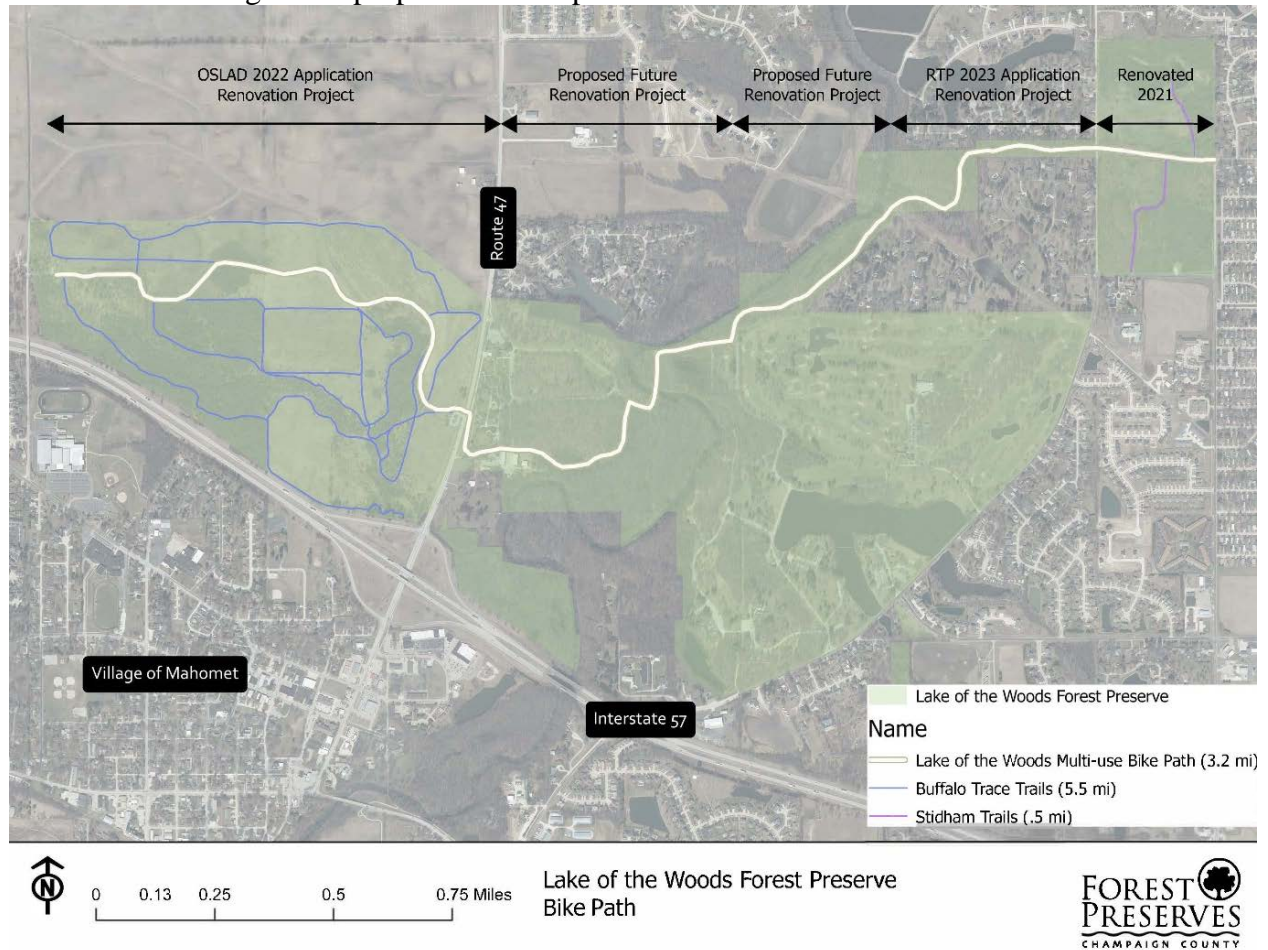
Background

The deadline for applications is March 17, 2023. The total funds from the State for this cycle of RTP is \$3 million and the maximum RTP award per project is \$200,000. The grant is an 80% reimbursement award with a 20% match required. Staff recommends submitting an RTP application for the maximum award of \$200,000 with a \$250,000 total project cost to renovate approximately 0.5 miles of the Bike Trail at Lake of the Woods Forest Preserve. Renovation would include remilling of the existing asphalt (similar to the recent Stidham Woods 2021 project), installation of interpretive and wayfinding signage, and crossing improvements at Lake of the Woods Road. The Bike Trail at Lake of the Woods needs renovation and is already included in the five-year capital plan for 2025. The potential award of this grant would help maximize the District's capital funds for trail maintenance and the grant is flexible enough to allow us to begin the work in 2025 as planned.

Attachments:

1. Diagram of proposed trail improvement
2. Photographs of typical LOW Bike Trail Conditions

Attachment 1: Diagram of proposed trail improvement



Attachment 2: Photos of typical LOW Bike Trail Conditions



RESOLUTION NO. 2023-01

A RESOLUTION OF SUPPORT FOR AN APPLICATION
TO THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR RECREATIONAL
TRAIL PROGRAM FUNDS
Lake of the Woods Bike Trail Renovations

WHEREAS, the Champaign County Forest Preserve District in Champaign County, Illinois, recognizes the value and potential benefit of grant funding to enhance and expand the District's ability to provide services and activities not otherwise available due to budgetary limitations; and

WHEREAS, the Board of Commissioners wishes to ensure that District grant applications are considered through a thorough, responsible, and consistent process; and

WHEREAS, the Board of Commissioners has adopted a grant management policy; and

WHEREAS, the Board of Commissioners is responsible for the approval of grant applications that require additional District resources or obligations (matching funds) that were not approved through the annual budget approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT BOARD OF COMMISSIONERS as follows:

Section 1. The Board of Commissioners of the Champaign County Forest Preserve District, Champaign County, Illinois, does hereby authorize the CCFPD to submit an application for RTP grant funds for the purpose of financing the renovation of bike trails at Lake of the Woods Forest Preserve and the execution of any subsequent documents related to the submission of the grant application.

Adopted by the Board of Commissioners of the Champaign County Forest Preserve District in Champaign County, Illinois, at a Regular Meeting thereof, held on the 16th of February, 2023.

William G. Goodman
President

ATTEST:

Sarah Livesay
Secretary

February 16, 2023

MEMORANDUM

To: Board of Commissioners
From: Ryan Anderson, Grants and Development Officer
Bridgette Moen, Planning Director
Re: Approve IDNR BAAD Grant Agreement

Action Requested

Staff requests the Board of Commissioners approve the grant agreement for the Illinois Boat Access Area Development Grant Program (BAAD) grant, administered through the Illinois Department of Natural Resources (IDNR).

Background

The proposed application is an improvement project at the existing North Boat Launch at Homer Lake Forest Preserve. The existing launch was originally funded through an Illinois Boat Access Area Development grant. Since its initial construction, it has been a popular spot for patrons to access Homer Lake. However, the popularity of the launch is becoming a limited factor. There are limited opportunities for patrons with mobility limitations to access the water. We are proposing to improve an existing boat launch by replacing the supporting retaining wall and adding ADA features including: a canoe/kayak dock, ADA parking, and accessible paths. The improvements made possible by BAAD support would allow the District to support long time patrons of the preserve and broaden opportunities for new patrons.

The award for this grant is \$80,000, with a total project cost of \$126,100. The District will be required to provide the \$46,100 grant match. The Forest Preserve Friends Foundation agreed to raise \$20,000 to assist with this match. Accompanying this request an associated budget amendment to accommodate the project.

Requested State funding	\$80,000
CCFPD match	\$46,100
Total project cost	\$126,100

Attachments:

1. Photos of existing facilities
2. Diagram of proposed amenities

Attachment 1: Existing photos

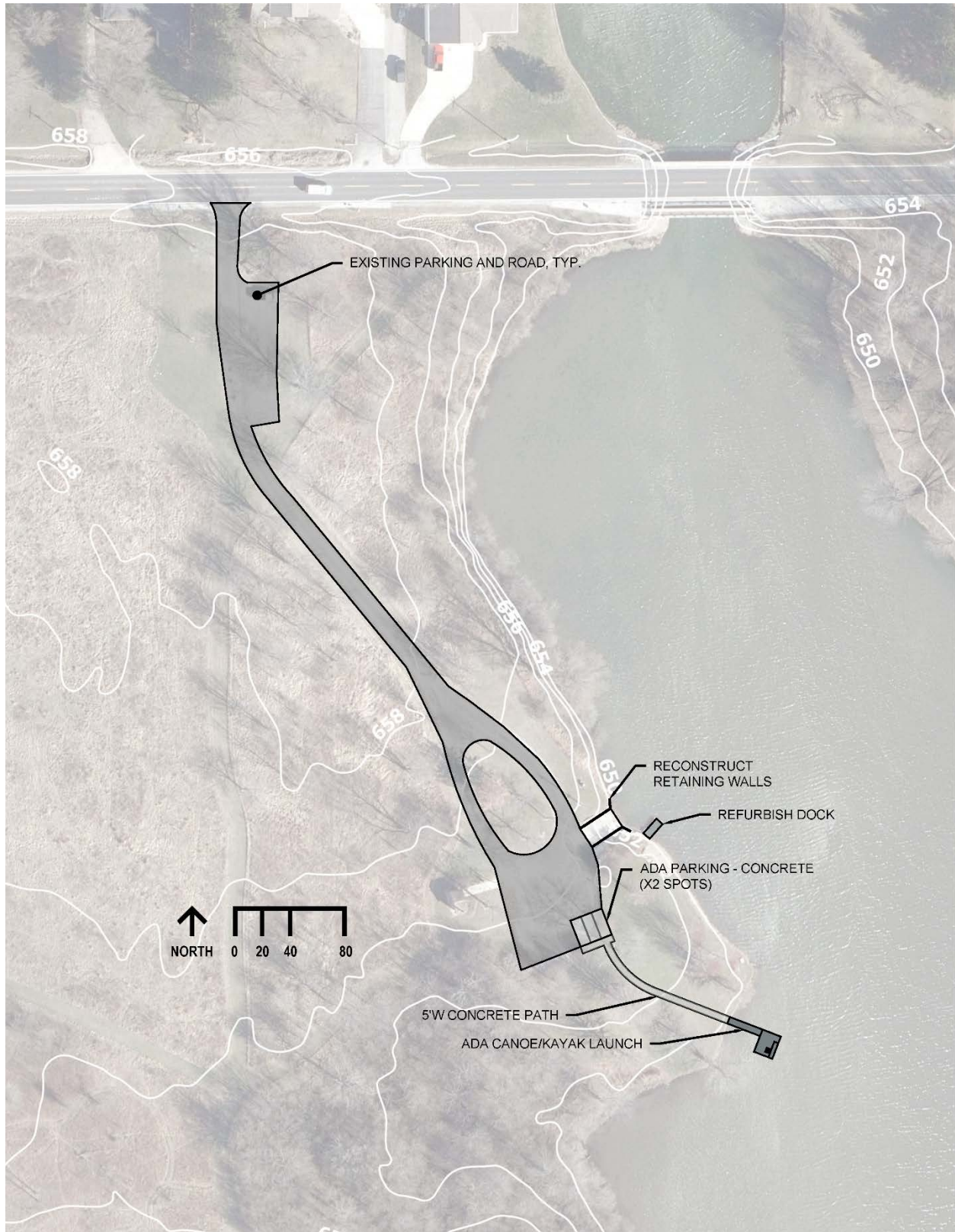


Figure 1. Existing Launch - facing northwest.



Figure 2. Existing launch - facing southeast.

Attachment 2: In progress site plan



GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT

The Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702-1271, and Champaign County Forest Preserve District (Grantee), with its principal office at PO Box 1040 Mahomet, IL 61853 and payment address (if different than principal office) at PO Box 1040 Mahomet, IL 61853, 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 ("State") 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: 961858169 is Grantee's correct DUNS Number; GNAGP7N5LM85 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 37-6005433 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (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
<input type="checkbox"/> Medical Corporation	applicable tax classification)
<input checked="" type="checkbox"/> Governmental Unit	<input type="checkbox"/> P = partnership
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> C = corporation

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

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$ 80,000.00, of which \$ 0.00 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 Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-1095 and the CSFA Name is Boat Access Area Development. The State Award Identification Number is 1095-39066.

1.4. Term. This Agreement shall be effective on 3/1/2023 and shall expire on 2/28/2025 (the "Term"), unless terminated pursuant to this Agreement.

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.

State of Illinois, Department of Natural Resources

Champaign County Forest Preserve District

By: _____

Signature of IDNR Director

Date: _____

Printed Name: Natalie Finnie

Printed Title: IDNR Director

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____

Signature of First Other Approver, if Applicable

Date: _____

Printed Name: Meta Darnell

Printed Title: Chief Fiscal Officer

By: _____

Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: Renee Snow

Printed Title: Legal Counsel

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, 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, if applicable, is in good standing with the Illinois Secretary of State.

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. 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 ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, 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 meanings stated in 2 CFR 200.1 unless otherwise stated below.

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

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

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

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

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

“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 7000.30.

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

“Disallowed Costs” has the same meaning as in 44 III. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 III. Admin. Code 7000.30.

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

“Fixed-Rate” has the same meaning as in 44 III. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 III. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

4.3. 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.

4.4. 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. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. 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.

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

4.7. 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 200.305(b)(8).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State

or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

ARTICLE VI

BUDGET

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

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 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.

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

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 Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

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

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of 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 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency 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.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation 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. 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. **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

(d) **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).

(e) **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.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

early childhood development services, education or library services to children under the age of eighteen (18), 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).

(g) **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.

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

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

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

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

(l) **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.

(m) **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.

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

(o) **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).

(p) **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.

(q) **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.

(r) **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).

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

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

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. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** 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 - 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

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

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

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

ARTICLE XI LOBBYING

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

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

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 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-grantees 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 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), 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 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. 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 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is 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 208(b)(3) and 200.328. 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 no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall

follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

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

13.3. 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. 44 Ill. Admin. Code 7000.80.

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**, **PART THREE** or **Exhibit G**. 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 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. 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, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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**. 2 CFR 200.301; 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. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

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

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$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 issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, 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 State Grants, 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 State Grants,

but expends \$300,000 or more in State Grants, 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 State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 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 pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to 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.

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

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(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) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; 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 the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties 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 and 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 200.342; 44 Ill. Admin. Code 7000.80 and 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 200.343.

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 200.340(d).

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. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

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 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**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, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF 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, for non-governmental grantees only, 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 or governance structure, as applicable. 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 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

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

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

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

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

ARTICLE 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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

ARTICLE XXIV INSURANCE

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

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

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2. Indemnification and Liability.

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

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

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval

of Grantor in writing shall render this Agreement null, void and of no further effect.

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, 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

Project Description

The Boat Access Area Development Program provides financial assistance to Local Agencies in order to encourage the development, improvement and expansion of public boat access areas in Illinois. Funds are provided to local agencies that are capable of providing lands for public recreational purposes.

Scope of Work

The proposed application is an improvement project at the existing North Boat Launch at Homer Lake Forest Preserve. The scope of the grant project includes retaining wall replacement, installing a new ADA dock, and an ADA path to the proposed dock. The new ADA dock will improve water access for users of all abilities and reduce congestion for kayak or canoe users who previously shared the existing launch to put in. This proposed project will improve conditions for long time patrons as well as open new opportunities for water access.

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Boat Access Area Development Grant Program (BAAD). It is funded up to 100% through (BAAD).

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

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

*Exhibit B2 also includes the approved project budget.

EXHIBIT C PAYMENT

Grantee shall receive \$80,000.00 under this Agreement.

1. A project shall be deemed completed for grant payment when the Grantee submits a 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 45 days following the project expiration date may 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 in the Boat Access Area Development Program. (17 Ill. ADM. Code 3035 *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 Ill. ADM. Code 3035.70 (b)).
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.
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. Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. All change orders with a value (+/-) over \$10,000.00 must be approved by IDNR before being executed. **Failure to obtain prior approval will result in the amount of the change order being disallowed and could result in a Class 4 felony.** (720 ILCS §5/33E-9).
7. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification or IDNR authorization, except for architectural and engineering fees. Costs incurred prior to IDNR approval are ineligible for grant assistance. For acquisition projects, costs are considered incurred when property deed, lease or other conveyance is accepted by the Grantee, or first payment is made on the project property or to an escrow account for the property. In addition, no purchase agreement, option, etc., or price negotiations shall be entered into without IDNR approval. 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. (See 17 Ill. Adm. Code 3025.50).
8. Maximum grant amount will not exceed the amount listed above and only actual expenditures up to the maximum grant amount will be paid with this grant.

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: Jill Nation

Title: Grant Administrator

Address: One Natural Resources Way
Springfield, IL 62702-1271

Phone: (217)785-4153

TTY#: (217)782-9175

Fax#: (217) 558-4192

E-mail Address: *jill.r.nation@illinois.gov*

GRANTEE CONTACT

Name: Ryan Anderson

Title: _____

Address: 2175861254

Phone: (217)586-1254

TTY #: _____

Fax #: _____

E-mail Address: randerson@ccfpd.org

EXHIBIT E

PERFORMANCE MEASURES

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

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

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Illinois, and others from the general populace, outdoor recreational opportunities for use.

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

EXHIBIT G

SPECIFIC CONDITIONS

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

SPECIFIC CONDITIONS

ICQ Section: 03-Financial and Programmatic Reporting

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

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

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

Timeframe: One year.

ICQ Section: 05-Audit

Conditions: Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Risk Explanation: Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

How to Fix: Implementation of grantee's corrective action plan.

Timeframe: When corrective action is complete.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory of this Agreement, as designated or prescribed herein in paragraph 1.6. Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory.

ARTICLE XXVIII Illinois Works Jobs Act

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

ARTICLE XXIX ADDITIONAL BUDGET PROVISIONS

29.1. Restrictions on Discretionary Line-Item Transfers. The Grantee may transfer funds within budget line items of less and no more than ten percent of the limiting line item without Grantor approval. Any budget line item transfers greater than ten percent must be requested in advance by the Grantee and must be approved by the Grantor, requiring an amendment to the Grant Agreement/Budget.

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

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

- (a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement,
- (b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be

realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

ARTICLE XXXI ADDITIONAL MODIFICATION PROVISIONS

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

31.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and E**) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

ARTICLE XXXII ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

ARTICLE XXXII APPLICABLE STATUTES

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

33.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all

applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

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

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

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

ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS

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

35.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

35.2. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is

current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

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

ARTICLE XXXVI INCORPORATION

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

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:

ARTICLE XXXVII REPORT DELIVERABLE SCHEDULE

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

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

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

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

- Project Name and grant agreement number
 - Grantee name, address, and telephone number
 - Timeframe of the report
 - Authors' name, telephone number, and E-mail address
- Project objective, as described in the application and grant agreement
- Project description and implementation discussion
 - Discussion of project accomplishments
 - Discussion of project failures and suggested improvements
- Any other information/documentation as required by the Grantor

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

ARTICLE XXXVIII Equipment Reports

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

**ARTICLE XXXIX
REIMBURSEMENT OF COSTS INCURRED**

39.1. Reimbursement based program. Grant funds are available on a reimbursement basis for expenditures incurred by the Grantee during the grant term as identified in 1.4 unless an extension is granted under 28.3. Costs incurred prior to the effective date of this Agreement as identified in 1.4, and costs incurred after the expiration date of this Agreement as identified in 1.4 are not eligible for reimbursement.

**ARTICLE XL
ACKNOWLEDGEMENT OF FUNDING SOURCE**

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

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

**ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS**

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

41.2 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.

41.3 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.

41.4 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3035.70):

(a) All lands and facilities assisted with Boat Access Area Development (BAAD) funds shall be continuously operated and maintained by the Grantee at no cost to the Department and shall be operated and utilized in a manner that maximizes the intended benefits to and for the general public.

(b) IDNR shall have access to BAAD-assisted facilities at all times for inspection purposes to

ensure the Grantee's continued compliance with this Part.

(c) No improvements, alterations or modifications of these facilities shall be permitted except with the prior approval in writing by the Department. Approval will be given by the Department if the improvements, alterations or modifications comply with the criteria in Section 3035.50.

(d) Boats with gasoline or diesel motors shall not be prohibited from using any facility funded through State Boating Act Funds to launch and recover unless the facility is a designated canoe launch facility as approved by the Department.

41.5 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.

41.6 The Local Agency shall agree to display a Boat Access Area Development grant program sign provided by the Department at the project site for the period of time indicated in clause 28.8. The Local Agency may substitute a comparable sign of its own design if approved by the Department.

41.7 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

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

Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of BAAD funds expended on the project (17 Ill. Adm. Code 3025.70):

Total Grant Award	Time Period After Final Billing
\$1 to \$25,000	7 years
\$25,001 to \$100,000	12 years
\$100,000 to \$200,000	17 years

Land acquired with funding assistance from the BAAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

41.9 Property acquired or developed with BAAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).

41.10 For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to IDNR for review and certification to establish the property's market value. The appraisal must be

completed to IDNR specifications (17 Ill. Adm. Code 3035.70).

41.11 For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by IDNR. The IDNR will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements (17 Ill. Adm. Code 3035.70).

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

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

2) IDNR shall have access to BAAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

3) 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.

41.13 Any deviation or conversion of the project site(s) from public BAAD recreation use without IDNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

41.14 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.

41.15 No assignment of grant provisions or duties is allowed.

41.16 All facilities constructed with state BAAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

41.17 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.

41.18 The Grants Manual, a copy of which the IDNR 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 that Grants Manual and (2) agrees to comply with same. _____
(initials of grantee signator).

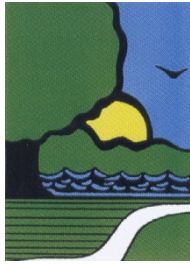


EXHIBIT B1

Illinois Department of Natural Resources

Illinois Boat Access Area Development Grant Program

For State Fiscal Year

2021

Implementation & Billing Requirements



Revised 8/2020

INTRODUCTION

In this packet, you will find necessary information and guidelines for implementing an approved development project involving Boat Access Area Development (BAAD) grant assistance through the Illinois Department of Natural Resources (IDNR).

PLEASE READ THIS PACKET CAREFULLY! Failure to comply with these guidelines could jeopardize project eligibility and grant payment.

GENERAL

- 1) The approved project grant award cannot be increased to cover cost overruns. Any cost overruns incurred to complete the approved project are the sole responsibility of the Grantee.
- 2) To maintain eligibility for grant payment, the Grantee 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 the IDNR prior to implementation in order to maintain eligibility for grant reimbursement.
- 3) Project construction may be accomplished by either 1) publicly advertised competitive bid contracts; 2) directly hired labor and material purchases pursuant to state and local public procurement requirements; 3) using Grantee "in-house" Force Account labor; or 4) any combination of the three methods. It is highly recommended, however, that approved project development be accomplished using competitively bid construction contracts. If "in-house" Force Account labor is proposed, contact the IDNR for additional instructions.
- 4) All local governments must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. IDNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 5) The approved BAAD development project must be completed and ready for a final close-out/acceptance inspection by IDNR staff AND all project costs for which reimbursement is expected must be paid no later than the expiration date specified on the signed grant agreement, unless otherwise approved by IDNR. Failure to have approved project components completed and paid for by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 6) Unless otherwise approved by the IDNR, the Grantee shall retain the services of a registered, professional engineer to make the necessary field surveys; prepare detailed construction plans, bid specifications and contract documents; and provide necessary construction supervision to help ensure proper project design and construction. (Exhibit A, attached at the end of this packet, provides a typical "Definition of Services" for an engineering professional services contract ordinarily associated with this type of construction project.)

The cost of necessary project engineering services shall not exceed 15.25% of approved project construction cost, unless otherwise approved by the IDNR. Costs for eligible

reimbursement expenses (including construction supervision, if necessary) may be added in proportion to project complexity if approved by IDNR. The amount of construction supervision and its associated costs as well as the method of compensation must be included in the engineering agreement between the Grantee and project engineer. The IDNR shall not be responsible for any engineering costs if the Grantee, by unilateral action, terminates the project prior to completion as specified in the signed Project Agreement.

- 7) Parking lots, restroom facilities, boat docks, etc. constructed with IDNR boating grant funds must be developed and designed in accordance with the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG). A copy of the Illinois Accessibility Code may be obtained at the following website: <https://www2.illinois.gov/cdb/business/codes/IllinoisAccessibilityCode/Pages/default.aspx> . Although the Illinois Accessibility Code does not address specific accessibility criteria for all outdoor recreation facilities, there is a "Recreation Boating Facilities" reference on Page 70. To supplement this information, the U. S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. A copies of the guidelines can be found at the following website: <https://www.access-board.gov/guidelines-and-standards/recreation-facilities> .
- 8) The following design manual is an excellent reference to use in designing/constructing the approved boat access facility: Design Handbook for Recreational Boating & Fishing Facilities, published by the States Organization for Boating Access (SOBA). More information on this publication can be found on SOBA's web site: <http://www.sobaus.org/> . The IDNR may also be contacted regarding suggested facility design criteria.
- 9) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of BAAD grant assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary Permits, Licenses or Forms of Consent, as the case may be, from, but not limited to, the following agencies:
 - a. U.S. Department of the Army, Corps of Engineers.
 - b. IL Dept. of Transportation (Division of Highways).
 - c. IL Environmental Protection Agency.
 - d. IL Dept. of Natural Resources regarding endangered species, wetlands, cultural resources (coordinated with the IIDNR Historic Preservation Division) and waterway impacts.
 - f. IL Dept. of Public Health (Campground Licensing and Recreational Area Act (210 ILCS 95/1).
 - g. Local building or zoning agencies or boards, where applicable.
- 10) Status of project progress MUST be reported to the IIDNR 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 IIDNR). The enclosed "Periodic Performance and Periodic Financial Report" forms are provided on the following pages. Failure to submit these forms by the due dates will result in penalties up to and including Statewide stop payments, disallowing costs, suspension or termination, and debarment.
- 11) As you proceed with your project, if you have any questions regarding program requirements, please contact the Office of Grant Management and Assistance at (217) 782-7481 or dnr.grants@illinois.gov .

OPEN COMPETITIVE BIDDING

- 1) Procedures for competitive bidding of construction and/or material contracts shall be done in conformance with the local sponsor's statutory requirements and written procurement guidelines with the following exceptions:
 - a. Language similar to the following should appear in all bid advertisements:
"This project is financed with funds from the IL Dept. of Natural Resources, "State Boating Fund".
 - b. 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.
 - c. The Illinois Works Job Program Act must be followed. See Part 3, clause 28.18 in your grant agreement.
- 2) Recommendations for Bid Specifications. 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 should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and whether scope of individual work elements can be modified.

The IDNR requires that all projects be completed by the ending date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date. The expected construction start date and project completion date should appear in the specifications package.

The Instructions and General Conditions of the bid specifications should, at a minimum, address the following:

- Bid Opening Date;
 - Number of days Bid must be held;
 - Bid, Performance and Payment Bond/Security Requirements
(In accordance with the "Public Construction Bonding Act", 30 ILCS 550/1 et.seq.)
 - Contractor Insurance Requirements;
 - Completion date and if liquidated damages occur for late completion;
 - Terms of Payment to Contractor;
 - Schedule of quantities/material list and Unit Costs; and
 - 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.
- 3) Contract award(s) shall be made to the lowest responsible bidder whose bid proposal properly addresses and complies with the bid invitation and is most advantageous to the Grantee; 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 a contract to other than the lowest bidder shall be subject to IDNR approval.**

- 4) In certain instances, after work has begun, conditions may arise which are beyond the control of the Grantee and contractor which may require a change in specification and/or price. To maintain grant eligibility, these changes must be done by formal change orders.

If the change order involves: 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought, or 3) exceeds \$10,000 +/- in value, the Grantee MUST receive IDNR 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 IDNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.

NO-BID PROCUREMENT & FORCE ACCOUNT (F.A.) LABOR GUIDELINES

- 1) On occasion, it is more advantageous for some project components to be completed using an agency's own labor and/or direct procurement of project materials known as "Force Account". However, the Grantee must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases.
- 2) Equipment rental necessary to complete "Force Account" labor construction is eligible for grant reimbursement. However, the value of donated material, labor and equipment to a project IS NOT grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.
- 3) For "Force Account labor", the Grantee shall maintain accurate time records and complete the appropriate time sheet summary form (attached) for reporting "in-house" force account labor necessary and reasonable for completing approved project components. This includes only those employees directly involved in project construction and any associated design work, construction supervision, and overall project record keeping and administration. The value of such labor shall reflect actual wages paid to each employee and may include fringe benefits. (Wages paid shall not be higher than those for persons on similar jobs within the local agency.)
- 4) For all small procurement (not required to be bid by state statute or local ordinance) material purchases, appropriate purchase orders and/or invoices and corresponding canceled checks must be recorded on the "Materials Itemization Sheet" (attached) according to each major project construction component for which the materials were purchased. (Warning! Keep in mind that the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for equipment/material purchases.)

BILLING REQUIREMENTS

- 1) Only those costs incurred during the specified project period dates indicated on the signed Project Agreement and necessary for completion of approved project elements are eligible for grant payment.
- 2) Requests for reimbursement for project costs must be summarized on the attached forms and are required to be transmitted to the IDNR:
 - a) **Development Project Billing Form** (*engineering costs must be summarized and include a copy of the invoice/bill and proof that payment has been made, e.g. cancelled check (front and back) or a statement from the engineer that the bill has been paid in full.*)
 - b) **Project Performance Report**
 - c) **Force Account Project Material Cost Summary**
 - d) **Force Account Project In-House Labor Summary**
 - e) **Schedule of Professional Services and Publicly Bid Project Contracts**
 - f) **Schedule of Project Expenditures**

In addition, when submitting the first request for reimbursement for contracted construction costs, the following documents **must** be provided:

Proof of bid advertisement
Copy of the bid tabulation
Copy of the executed contract

- 3) After the pay request has been reviewed and approved by the IDNR, a voucher will be processed and payment will be made by the State Comptroller's Office. Payment generally is received by the Grantee within approximately 60 days.
- 4) Any late payment charges assessed by the contractor or engineer are not eligible for grant payment.
- 5) The **final reimbursement** request must additionally include:

One copy of the "As-Built Drawings" (which may be no larger than 11" x 17")
Copies of all final lien waivers
A photo of the "Boat/Canoe Access Area Development Program" acknowledgment sign (*will be provided to the local project sponsor upon project completion for installation at the project site*).
- 9) An inspection of the completed project site by IDNR personnel may also be conducted prior to approval and authorization of the final reimbursement payment.

RECORD RETENTION

As stipulated in the General Provisions of the grant Project Agreement, the 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 the Agreement, and shall make them available to the Illinois IDNR, the State of Illinois, Auditor General or 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.

AUDIT REQUIREMENTS

- A. If the Grantee charges the grant \$25,000 or more for Force Account labor or material purchase costs, the Grantee shall provide the Department with one of the following types of audits:
1. An agency-wide financial and compliance audit for each year that grant expenditures are made. This audit should be conducted as part of the grantee's annual audit as is generally required by
 - a) State law (i.e., 55 ILCS 5/6-3001 et seq. and 65 ILCS 5/8-8-1 et seq.),
 - b) OMB Circular A-133, or
 - c) the grantee's own governing body.
 2. A grant-specific audit covering all funds expended under the terms of the grant.

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 will provide the Department with all required audits within 30 days of the audits' completion.

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. (NOTE: It is important to inform the auditors that Boat Access Area Development grant funds are State funds, not Federal.)

If the approved Boat Access project includes the use of Force Account labor, the Grantee shall ensure that any audit 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.

- B. If the Grantee receives less than \$300,000 in grant funds or charges the grant less than \$25,000 for Force Account labor or material purchase costs, the Grantee will provide the Department with copies of any audit(s) that report FINDINGS involving the Boat Access grant project.

Audit Resolution

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

EXHIBIT "A"

DEFINITION OF PROFESSIONAL DESIGN SERVICES: duties and services normally included within a professional services contract for each of the following design and construction phases.

- A. Preliminary Phase: The services contemplated under the preliminary phase of the engineering work are those required to consider alternates and make specific recommendations as to the final project design. It will also include preliminary drawings. This will usually require:
 - 1. Conferences with the Client or his authorized representative and/or any specialists representing the Client regarding his needs, both existing and anticipated.
 - 2. Studies to develop a comprehensive knowledge of the conditions so that feasible ideas for meeting the Client's needs may be formed and tentative cost estimates made for various solutions of the problem.
 - 3. Nominal examination and evaluation of existing facilities, if essential to proper conclusions, should be provided by the Engineer and allowed for in his compensation. Extensive investigation and evaluation should be considered as supplemental services.
 - 4. Economic studies as may be necessary to ascertain the proper construction system and major items of equipment to be utilized to accomplish desired results.
NOTE: Such studies should be concerned with prices of equipment and of methods of construction versus operating costs, maintenance and useful life. A "feasibility study" (see Supplementary services) is more involved and is an addition to the normal preliminary phase.
 - 5. Preparation of report, including statement of the problem and of governing conditions, preliminary layouts, sketches, and outline specifications to insure agreement between the Client and Engineer as to the proper arrangement and functioning of the project and the general type of equipment to be used, together with recommendations and preliminary cost estimates for the project, and for possible alternatives.
- B. Design Phase:
 - 1. Review of preliminary work and coordination of the Client's requirements concerning engineering aspects of the project.
 - 2. Measurements and examinations for proper design work only.
 - 3. Preparation of contract drawings and specifications to be used for construction. During preparation of these documents the Engineer should maintain contact with the Client to ensure that the final documents satisfy the requirements and that the probable costs of the proposed work is known to the Client and is acceptable to him.
- C. Bidding and Contracting Phase:
 - 1. Preparation of bidding forms for a single contract and preparation of Performance Bond and Contract Forms in conjunction with (or subject to review and approval by) the Client's attorney.

2. Preparation of a list of presumably qualified bidders for the project; assisting the Client in negotiating or advertising for construction bids; providing the bidders with copies of the plans, specifications, proposal forms and pertinent instructions and interpretations as needed.

NOTE: The maximum number of copies of plans and specifications to be furnished (usually 5 to 10) under a percentage fee basis should be stated in the Engineer's contract.

3. Assistance in the receipt, tabulation and evaluation of construction proposals, and advice to the client concerning award of contracts.

D. Construction Phase:

1. Review shop and working drawings furnished by contractors and suppliers to ensure compliance with design requirements of the plans and specifications as to the quality of materials and performance of equipment. However, such review should not be construed as relieving the contractor of primary responsibility to meet design requirements.
2. Consult with contractors relative to interpretation of drawings and specifications and require the establishment of satisfactory construction schedules on projects where coordination and/or time limits are essential.
3. Provide general guidance of construction by instructions to the contractor and periodic review of the work as it progresses. (Such review should be judiciously timed to coincide with critical construction phases where reasonably possible).
4. Prepare supplementary drawings required during construction to illustrate details or to indicate changes, and issue "change orders" as necessary.
5. Check and certify estimates prepared by the contractor for partial payments as the work progresses, compute final installed quantities (if required), and prepare extras and final payment certificates.
6. Perform over-all final review of the project. During the final review period, witness (if feasible) performance testing of any installed facilities.
7. Provide "Drawings of Record" (as-built) at the completion of the project for all facilities constructed, and assist in securing final lien waivers from all contractors and sub-contractors.

Source: Manual of Practice for Professional Engineers in Private Practice, published by the Illinois Society of Professional Engineers.

BOAT ACCESS AREA DEVELOPMENT BILLING CHECKLIST

- ☐ Development Project Billing Statement
- ☐ Project Billing Report
- ☐ Cost Support documents (See pages 10-14 for forms/examples)
 - ☐ Billing Claim for Bid & Non-Bid contracts
 - ☐ Force Account Material Cost Summary
 - ☐ Force Account Labor Summary
 - ☐ Contracted Project Design Work
 - ☐ Schedule of Professional Services
 - ☐ Schedule of Project Expenditures
- ☐ Proof of Payment for all claims
- ☐ Photo of BAAD Sign at site
- ☐ Periodic Performance Report
- ☐ Periodic Financial Report
- ☐ Approved CERP

DEPARTMENT OF NATURAL RESOURCES
BOAT ACCESS AREA DEVELOPMENT GRANT PROGRAM

DEVELOPMENT PROJECT BILLING FORM

Project Number: _____

Project Sponsor: _____

Project Title: _____

Project FEIN: _____ Project Billing #: _____

Cost Category	Expenditures to Date	Claimed This Billing
Construction Costs		
Bid Contracts		
Non-bid Contracts		
Forced Account Labor		
Forced Account Supplies/Equipment		
Architecture & Engineering Fees		
Archeological Survey Costs		
Other (specify)		
TOTAL		
Less Local Agency Share		
TOTAL CLAIMED FOR GRANT REIMBURSEMENT		

First and last date expenses were incurred for this billing:		to	
--	--	----	--

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record or costs incurred by the Grantee in conjunction with the above referenced project; that payment from the State of Illinois has not been received for these costs; and that the completed work and/or purchases have been reviewed and found acceptable by the project engineer and/or Grantee and are in accordance with provisions of the signed Agreement for the referenced project including amendments thereto.

NAME: _____
(Signature)

(Printed)

TITLE: _____

AGENCY: _____

DATE: _____

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

ATTESTED By: _____
(Title)

(Signature)

Project Performance Report

Billing #: _____

--

Approved Project Component	Budgeted Costs	Actual Costs
TOTAL:		

Title: _____

DEPARTMENT OF NATURAL RESOURCES
BOAT ACCESS AREA DEVELOPMENT GRANT PROGRAM

Forced Account Project Material Cost Summary

Major Project Component: _____
(Use Separate sheet for each project component)

Page: _____ of _____

Project Number: _____

Project Sponsor: _____

Project Title: _____

Firm	Material Item	Quantity	Purchase Order Number	Check Number	Check Amount	Amount Claimed for Reimbursement
TOTAL						

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

Name: _____

Title: _____

Date: _____

DEPARTMENT OF NATURAL RESOURCES
BOAT ACCESS AREA DEVELOPMENT GRANT PROGRAM

Forced Account Project In-House Labor Summary

Pay Period From: _____ to _____

Page: _____ of _____

Project Number: _____

Project Sponsor: _____

Project Title: _____

Employee Name(s)	Title	Job Description	Hours Worked on Project	Hourly Wage	Total Wages Claimed
TOTAL					

I hereby certify that the above is true and correct and all time listed was spent exclusively on the referenced project.

Name: _____

Title: _____

Date: _____

ATTACHMENT B

Schedule of Professional Services (A/E) and Publicly Bid Project Contracts *[Example Format]*

Grant Project #: _____

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$10,500.00		\$10,500.00
		Professional Services (A/E) Subtotal:		\$10,500.00
Acme Paving Co.	Parking lot / Tennis & BB Court, & pathway paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
Fun Time Park Supply Co.	Playground Equipment, park benches, bleachers, etc	\$39,000.00		\$39,000.00
Park Structures, Inc.	(2) Pre-fab Park Shelters	\$28,000.00		\$28,000.00
MCDL Construction Co.	Install Playground & Shelter	\$32,500.00	#1 - \$ 900.00	
			#2 - \$1,800.00	
			#3 - \$2,300.00	\$37,500.00
Springdale Landscaping	Park Landscaping	\$24,200.00	#1 - \$1,200.00	\$25,400.00
SGS Concrete	Shelter Pad & walkways, etc.	\$9,500.00		\$9,500.00
		Publicly Bid Contracts Subtotal:		\$252,500.00
		GRAND TOTAL :		\$263,000.00

Note: This form should only show the professional services contracts and the publicly bid contracts; any change orders to those contracts; and the total contract amount.

- Subtotal the Professional Services
- Subtotal the Publicly Bid Contract
- Provide a Grand Total of all contracts shown

ATTACHMENT C

Schedule of Project Expenditures

[Example Format]

Grant Project #: _____

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement	Total Reimbursement Amount
John Doe & Associates	A/E services	11111	\$5,000.00	12121	\$5,000.00	\$5,000.00	
Professional Services (A/E) Subtotal:							\$5,000.00
Acme Paving Co.	Tennis/BB court	22222	\$72,000.00	12122	\$64,800.00	\$64,800.00	
Fun Time Park Supply Co.	Bleachers	33333	\$8,841.00	12123	\$8,841.00	\$8,841.00	
Publicly Bid Contracts Subtotal:							\$73,641.00
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
Non-Bid Contracts Subtotal:							\$1,256.78
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
In-House "Force Account" Material/Supplies Subtotal:							\$8,000.00
ABC Accounting	Agreed Upon Procedures	55555	\$800.00	12425	\$800.00	\$800.00	
CPA Subtotal:							\$800.00
"Other" Category Subtotal:							\$0.00
(Force Account Labor) Employee Name or Code #	Job Description	Hours Claimed (I)	Hourly Wage		Total Wages	Amount Claimed for Grant Reimbursement	
Jane Doe (Employee #18)	Laborer	10	10		\$100.00	\$100.00	
In-House "Force Account" Labor Subtotal:							\$100.00
TOTAL PROJECT EXPENDITURE FOR THIS BILLING:							\$88,797.78

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

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 OSLAD project; and that the costs are in accordance with provisions of the Illinois OSLAD grant program (17 IL Adm Code 3025).

CERTIFIED BY:

Name, Title & Date

Signature of Chief Administrator/Elected Official

ATTESTED BY:

(Signature of local agency's chief fiscal officer)

Note: This form should show **all project expenditures** including ones for the professional services contracts and the publicly bid contracts shown on Attachment B. The billing total on this page should match the "Total" amount on the Project Billing Form.

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

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

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

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

5. Catalog of State Financial Assistance (CSFA) Number: 422-11-1095

6. CSFA Title: Boat Area Access Development

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: 2022.BAAD

12. Funding Opportunity Title: FY22 Boat Access Area Development

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):

Champaign County Forest Preserve District

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

18. Employer/Taxpayer Identification Number (EIN, TIN): 37-6005433

19. Organizational Data Universal Number System (DUNS) Number: 961858169

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 4VTP6

21. Business Address:

Street: 109 S Lake of the Woods Rd

City: Mahomet State: IL County: Champaign Zip+4: 61853-1040

Applicant's Organization Unit

22. Department Name:

23. Division Name:

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

24. First Name: Ryan 25. Last Name: Anderson 26. Suffix:

27. Title: Grants and Development Officer

28. Organizational Affiliation: Employee

29. Telephone Number: 217-586-1254 30. Fax Number: 217-586-5724

31. E-mail Address: randerson@ccfpd.org

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

32. First Name: John 33. Last Name: Baker 34. Suffix:

35. Title: Director of Business and Finance

36. Organizational Affiliation: Employee

37. Telephone Number: 217-586-1252 38. Fax Number: 217-586-5724

39. E-mail Address: jbaker@ccfpd.org

Areas Affected

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

Champaign County

41. Legislative and Congressional Districts of Applicant:

IL Senate: 52 IL House: 103 Federal Congressional: 13

42. Legislative and Congressional Districts of Program/Project:

IL Senate: 51 IL House: 102 Federal Congressional: 15

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project

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

Homer Lake Accessible Dock

44. Proposed Project Term:

Start Date: May 1, 2022

End Date: August 31, 2023

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State:

\$160,000.00

☐ Applicant Contribution (e.g., in kind, matching):

☒ Local Contribution:

\$40,000.00

☐ Other Source of Contribution:

☐ Program Income:

Applicant Certification:

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

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

☒ I Agree

Authorized Representative

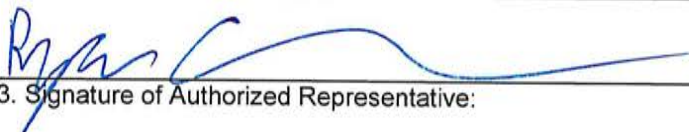
46. First Name: Ryan 47. Last Name: Anderson 48. Suffix: _____

49. Title: Grants and Development Officer

50. Telephone Number: 217-586-1254

51. Fax Number: 217-586-5724

52. E-mail Address: randerson@ccfpd.org

53. Signature of Authorized Representative: 

8/26/2021

Date Signed - Authorized Representative:



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Natural Resources

Organization Name: Champaign County Forest Preserve District

Notice of Funding
Opportunity (NOFO) Number: 2022.BAAD

Data Universal Number System (DUNS) Number (enter numbers only) : 961858169

Catalog of State Financial Assistance (CSFA) Number: 422-11-1095

CSFA Short Description: Boat Access Area Development

Section A: State of Illinois Funds

Fiscal Year: FY 2022

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	160,000.00
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	5,600.00
8. Construction		\$	154,400.00
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	\$	160,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	160,000.00

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Champaign County Forest Preserve District

NOFO Number: 2022.BAAD

SECTION A - Continued - Indirect Cost Rate Information

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

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

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

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

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

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

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

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

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

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

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

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



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Champaign County Forest Preserve District

NOFO Number: 2022.BAAD

Section B: Non-State of Illinois Funds

Fiscal Year: FY 2022

REVENUES			Total Revenue
Grantee Match Requirement %:	0	(Agency to Populate)	
b) Cash		\$	40,000.00
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	40,000.00

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	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	1,400.00
8. Construction		\$	38,600.00
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	\$	40,000.00
17. Total indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	40,000.00
MUST EQUAL REVENUE TOTALS ABOVE			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Champaign County Forest Preserve District

NOFO Number: 2022.BAAD

Data Universal Number System (DUNS) Number (enter numbers only) : 961858169

Fiscal Year: FY 2022

Catalog of State Financial Assistance (CSFA) Number: 422-11-1095

CSFA Short Description: Boat Access Area Development

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).

Champaign County Forest Preserve District

Institution/Organization Name:

Finance Director

Title (Chief Financial Officer or equivalent):

John Baker

Printed Name (Chief Financial Officer or equivalent):

John A. Baker

Signature (Chief Financial Officer or equivalent):

August 30, 2021

Date of Execution (Chief Financial Officer):

Champaign County Forest Preserve District

Institution/Organization Name:

Executive Director

Title (Executive Director or equivalent):

Mary Ellen Wuellner

Printed Name (Executive Director or equivalent):

Mary Ellen Wuellner

Signature (Executive Director or equivalent):

8/30/2021

Date of Execution (Executive Director):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

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

4-digit extension if applicable:			
Sub-recipient DUNS:		Sub-recipient Parent Company DUNS:	
Sub-recipient Name:			
Sub-recipient DBA Name:			
Sub-recipient Street Address:			
City:	State:	Zip-Code:	Congressional District:
Sub-recipient Principal Place of Performance:			
City:	State:	Zip-Code:	Congressional District:
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
State of Illinois Awarding Agency and Project Detail Description:			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
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 <input type="checkbox"/> If Yes, must answer Q2 below. No <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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
CPA	Audit	\$2,800.00	lump sum	1	\$2,800.00	Add Delete
Archaeological Survey	Archaeological Survey	\$2,800.00	lump sum	1	\$2,800.00	Add Delete
State Total					\$5,600.00	
CPA	Audit	\$700.00	lump sum	1	\$700.00	Add Delete
Archaeological Survey	Archaeological Survey	\$700.00	lump sum	1	\$700.00	Add Delete
NON-State Total					\$1,400.00	
Total Consultant Services (Fees)					\$7,000.00	

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

Consultant Expenses Narrative (State): Consultant fees to fulfill grant requirements. Grant Funds.
Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding") Consultant fees to fulfill grant requirements. District Match.



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
Retaining wall replacement	Retaining wall replacement	\$32,000.00	Add Delete
ADA Dock	ADA Dock	\$53,360.00	Add Delete
ADA Path	ADA Path	\$8,000.00	Add Delete
ADA parking	ADA parking	\$1,920.00	Add Delete
Seal Coat	Seal Coat	\$8,720.00	Add Delete
Parking expansion	Parking expansion	\$6,400.00	Add Delete
Channel Improvements	Channel Improvements	\$44,000.00	Add Delete
State Total		\$154,400.00	
Retaining wall replacement	Retaining wall replacement	\$8,000.00	Add Delete
ADA Dock	ADA Dock	\$13,340.00	Add Delete
ADA Path	ADA Path	\$2,000.00	Add Delete
ADA parking	ADA parking	\$480.00	Add Delete
Seal Coat	Seal Coat	\$2,180.00	Add Delete
Parking expansion	Parking expansion	\$1,600.00	Add Delete



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Purpose	Description of Work	Construction Cost	Add/Delete Rows	
Channel Improvements	Channel Improvements	\$11,000.00	Add	
			Delete	
	Non-State Total	\$38,600.00		
	Total Construction	\$193,000.00		
Construction Narrative (State): Funds from BAAD grant for construction improvements for a boat launch and supporting infrastructure (parking, road improvements, ADA upgrades).				
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding") Funds for CCFPD budget for construction improvements for a boat launch and supporting infrastructure (parking, road improvements, ADA upgrades).				



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$5,600.00	\$1,400.00	\$7,000.00
8. Construction	\$154,400.00	\$38,600.00	\$193,000.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$160,000.00		
Non-State Amount		\$40,000.00	
TOTAL PROJECT COSTS			\$200,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Champaign County Forest Preserve District

Data Universal Number System (DUNS) Number (enter numbers only) : 961858169

Notice of Funding
Opportunity (NOFO) Number: 2022.BAAD

Catalog of State Financial Assistance (CSFA) Number: 422-11-1095

CSFA Short Description: Boat Access Area Development

Fiscal Year(s): 2022

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)

Illinois Boat Access Area Development Grant Program

(Please Type or Print in Ink)

Form BAAD/DOC-1 General Project Information

(Page 1 of 3)

Exhibit B2

1. **Project Title:** North Boat Launch Improvements
2. **Applicant's Agency Name:** Champaign County Forest Preserve District
3. **Chief Administrative Official:**
Mary Ellen Wuellner

Title: Executive Director
Address: PO Box 1040 Mahomet, IL 61853

Phone: 217-586-1258 **Fax:** 217-586-5724
Email: mwuellner@ccfpd.org
4. **Applicant's Designated Contact Person:**
Ryan Anderson
(must be available 8am – 5 pm Monday – Friday)

Title: Grants and Development Officer
Address: PO Box 1040 Mahomet, IL 61853

Phone: 217-586-1254 **Fax:** 217-586-5724
Email: randerson@ccfpd.org
5. **Project Type:** ☐ Acquisition ☒ Development
6. **Existing or Anticipated Facility Usage:** 40 launches per day (Based on average weekend day)
7. **Concise Description of the Proposed Project:** (USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEETS)

The proposed application is an improvement project at the existing North Boat Launch at Homer Lake Forest Preserve. The scope of the grant project includes retaining wall replacement, installing a new ADA dock, an ADA path to the proposed dock, expanded parking, road improvements, and channel improvements. The channel improvements will improve access for those putting in boats at the existing launch, where the lake is very shallow. The new ADA dock will improve water access for users of all abilities and reduce congestion for kayak or canoe users who previously shared the existing launch to put in. The additional parking will be of great use to both users of the boat launch and dock as well as those hiking the trails at Homer Lake. This proposed project will improve conditions for long time patrons as well as open new opportunities for water access.
- 7a. **What PUBLIC body of water listed on pages 4-7 does this project grant or enhance access to:** Homer Lake
- 7b. **Acres on the water body or the river pool used by this site.** 83.24

Illinois Boat Access Area Development Grant Program

(Please Type or Print in Ink)

Form BAAD/DOC-1 General Project Information

(Page 2 of 3)

Exhibit B2

8. Are there any projects, either in the planning, design, or construction stage which could alter the water level at the project site or in any way affect usage of the proposed facility?

☐

Yes

☒

No

(If yes, please explain. Attach additional pages if necessary)

9. Are gas-powered motors allowed on the body of water where the proposed facility is located?

☐

Yes

☒

No

Specify horsepower limit, if applicable _____

10. If proposed project is located on a commercially-navigated river, please specify what effect—if any—the launching facility will have on such navigation.

The project is located on a lake not a river.

11. Will a fee be charged for access to or use of the proposed facility?

☐

Yes

☒

No

(If yes, please specify proposed fee structure and rationale for charging fee.)

12. List all other known boat/canoe launching facilities on the project body of water within 30 miles:

Location/Name	Launching Fee Amount	Usage (Private/Public)	Capacity (# of lanes & car/trailer parking spaces)
1. Homer Lake Sail BL	\$ 0.00	Public	1
2. Salt Fork Center BL	\$ 0.00	Public	1
3. Interpretive Center BL	\$ 0.00	Public	1
4.			
5.			

(attach map showing location of these facilities)

13. Indicate annual operating budget or capabilities or local sponsoring agency, in terms of dollars, manpower, and available equipment that can be directed toward maintenance and operation of the proposed facility.

\$8,101,836- Annual Operating Budget

Illinois Boat Access Area Development Grant Program

(Please Type or Print in Ink)

Form BAAD/DOC-1 General Project Information

(Page 3 of 3)

Exhibit B2

14. Project Costs:	Land Acquisition Costs: (complete & attach Form DOC-2 & DOC-2a) (include relocation costs, appraisal fees & survey fees, as applicable)	\$	
	Development / Equipment Costs: (complete & attach Form DOC-3) (New Construction and Rehab)	\$	200,000.00
	NOTE: ROUND ALL NUMBERS DOWN TO THE NEAREST \$100.	TOTAL PROJECT COSTS:	\$ 200,000.00
		GRANT FUNDS REQUESTED:	\$ 160,000.00

15. Project Location:	Champaign County (County / Counties)	South Homer, IL (Township / Townships)
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16. For Project Site:	IL Legislative (Senate) District: 51	IL Representative District: 102
	US Congressional District: 15	

17. Population Within Sponsor's Jurisdiction (Local Government Applicants Only):	209,983
--	---------

18. Source(s) of Initial Project Funding & Match Funding:	<u>Note:</u> The IDNR BAAD Grant Program operates on a reimbursement basis. Project sponsor must initially finance <u>100%</u> of the project costs after DNR grant approval.		
<input checked="" type="checkbox"/> General Funds	<input type="checkbox"/> Non-Referendum Bonds	<input type="checkbox"/> Referendum Bonds	
<input type="checkbox"/> Donations (specify):			
<input type="checkbox"/> Other Federal or State Funds (specify):			
<input type="checkbox"/> Other (specify):			

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

LWCF 17-00012; Land acquisition (by State of Illinois) - Project complete
BA95-139; Boat launch development - project complete

Illinois Boat Access Area Development Grant Program

Form BAAD/DOC-3 Development/Equipment Purchase Data Exhibit B2

(Please Type or Print in Ink)

Project Sponsor: Champaign County Forest Preserve District
Project Title: North Boat Launch Improvements

1. (Proposed Acquisition Schedule) Round **down** to nearest \$100 for all figures.

Development / Equipment Purchase Items	Quantity	Construction Method	
		Cost Estimate	(see below)
Retaining Wall Replacement	1	\$ 40,000.00	C
ADA Dock	1	\$ 66,700.00	C
ADA Path to Dock	1	\$ 10,000.00	C
ADA parking	1	\$ 2,400.00	C
Seal Coat	1	\$ 10,900.00	C
Parking Expansion	1	\$ 8,000.00	C
Channel Improvements	1	\$ 55,000.00	C
CPA Report Costs	1	\$ 3,500.00	O
Potential Archeological Survey Work (*)	1	\$ 3,500.00	O

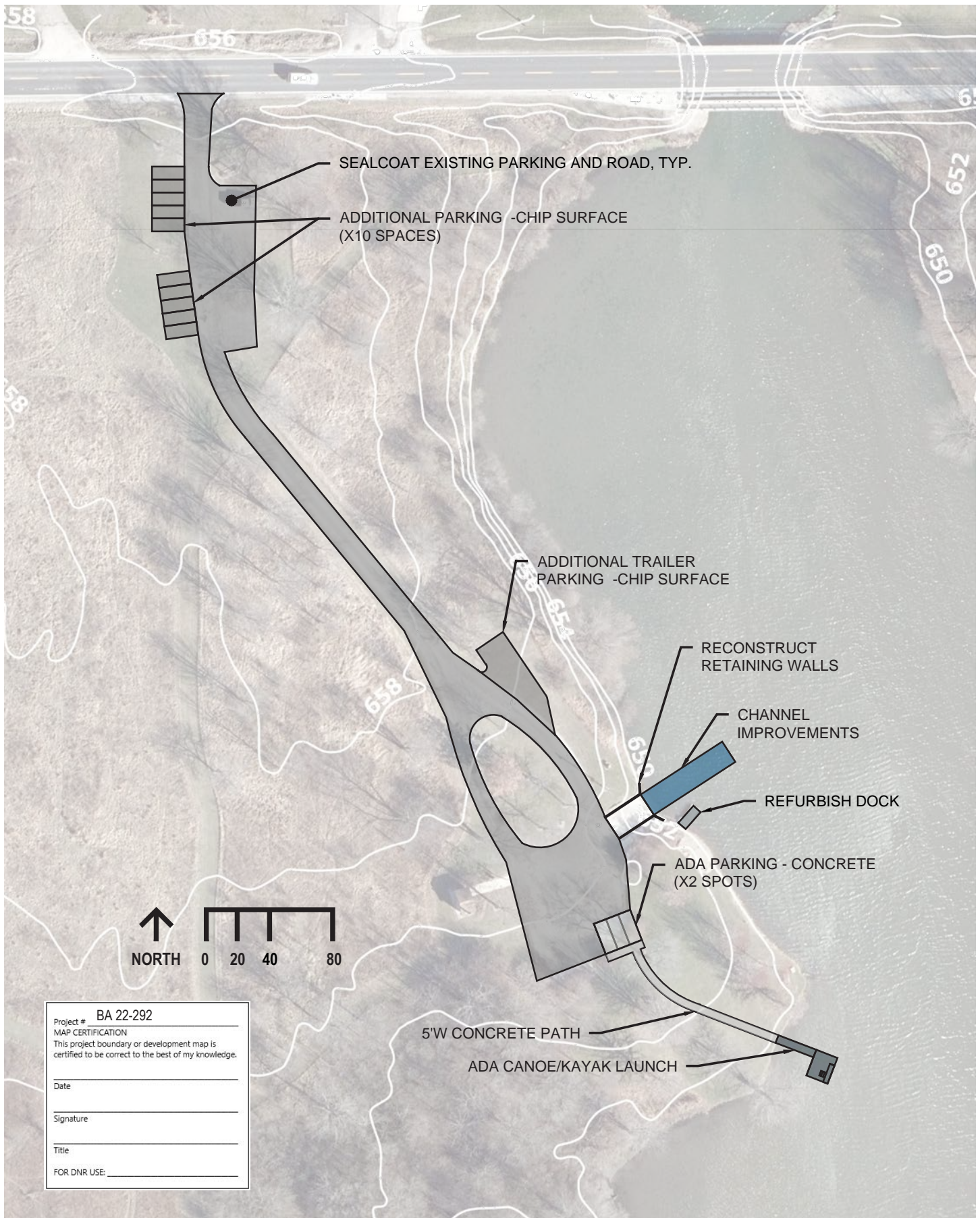
TOTAL COST \$ 200,000.00

C – Bid Contract
FA – Force Account
Labor
DM – Donated Material
DL – Donated Labor
O - Other

Note: The value of donated materials and donated labor (volunteer) are not eligible for reimbursement.

2. 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.
3. As applicable, attach a copy of the deed(s) showing proof of ownership or a copy of the lease agreement. **(If the deed is less than Warranty such as Trustees or Quit Claim Deed, Title Insurance is REQUIRED.)**

- (*) **Projects may require the completion of an archaeological survey of the project site. Estimated costs for such a survey can be included in the proposed project budget.** [see item 23 in the Environmental Assessment Statement (EAS) form]



February 16, 2023

MEMORANDUM

To: Board of Commissioners

From: John Baker, Director of Business and Finance

Re: Resolution 2023-02 Amending the 2023 Management Plan and Budget

Action Requested:

Staff requests the Board of Commissioners approve Resolution 2023-02 to amend the 2023 Management Plan and Budget as follows:

\$126,100 for the Boat Access Area Development (BAAD) local match

\$ 69,874 for wage adjustments

Background:

If approved, this action will allocate \$126,100 to the 2023 budget for the Homer Lake North Boat Ramp project, including \$80,000 grant award and \$46,100 for the District's grant match. Last year, the District applied for the Boat Access Area Development grant but DNR action was still pending when the Board approved the 2023 Management Plan and Budget. However, the Board did commit a \$61,600 Grant Contingency on its balance sheet in anticipation of this and another pending grant award.

The compensation request for \$69,874 is to rectify a staff data entry error in preparing the 2023 Management Plan and Budget. The 2023 District compensation plan discussed with the Board last fall included \$391,956 in total wage adjustments. This is the amount that Board members expected to be included in the budget, but only \$322,082 was added. The missed entry impacts the Construction and Golf operating funds by \$46,375 and \$23,499 respectively. The purpose of these planned allotments was and is to address increases to employees whose salaries have been identified as significantly lagging labor market averages. Departments impacted by this mistake are Golf, Botanical Garden, Planning, Construction, and Natural Resources. Staff proposes correcting this mistake by allocating dollars from the District's unrestricted fund balances. This action will not compromise the District's three-month operating reserves.

Funding for 2023 Budget Amendments

Boat Access Area Development Grant	\$ 80,000
District Grant Contingency	46,100
Homer Lake North Boat Ramp Project	<u>\$126,100</u>
	0
Construction Fund Unrestricted Fund Balance	\$ 46,375
Golf Fund Unrestricted Fund Balance	23,499
Construction Compensation Contingency	<u>46,375</u>
Golf Compensation Contingency	<u>23,499</u>
	0

**CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT
BOARD OF COMMISSIONERS
RESOLUTION 2023-02
Amending the 2023 Management Plan and Budget**

WHEREAS, the Champaign County Forest Preserve District in Champaign County, Illinois, is a district organized and existing under the Downstate Forest Preserve Act of the State of Illinois, as amended; and

WHEREAS, the Board of Commissioners is responsible for annually appropriating and budgeting Champaign County Forest Preserve District expenditures and for approving District grant awards; and

WHEREAS, the Champaign County Forest Preserve District was recently awarded a Boat Access Area Development grant for \$80,000 with a \$46,100 local grant match; and

WHEREAS, Champaign County Forest Preserve District desires to compensate its employees competitively and fairly; and

WHEREAS, Champaign County Forest Preserve District 2023 Management Plan and Budget failed to include \$69,874 in wage compensation allotments previously discussed with the Board of Commissioners; and:

WHEREAS, the Board of Commissioner may amend the 2023 budget within the upper limits established in Ordinance 2022-03 Annual Budget and Appropriations for FY 2023;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Champaign County Forest Preserve District approve the following amendments to the 2023 Management Plan and Budget:

\$126,100 Homer Lake North Boat Ramp project
69,874 Compensation Contingency in the Construction and Golf operating funds

PASSED, ADOPTED AND APPROVED THIS 16th DAY OF February, 2023.

William Goodman, President
Champaign County Forest Preserve District

ATTEST:

Sarah Livesay, Secretary
Champaign County Forest Preserve District