

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

TUESDAY, JANUARY 5, 2021

6:00 P.M.

KENDALL COUNTY HISTORIC COURTHOUSE – 3RD FLOOR COURTROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments

CONSENT AGENDA

- VII. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meeting Minutes of December 15, 2020
- VIII. *Approval of Claims in the Amount of \$17,749.69

OLD BUSINESS

No items posted for consideration

NEW BUSINESS

- IX. ***MOTION**: Approval of a Transfer from the Forest Preserve Land-Cash Fund (Fund 1910) to the Capital Projects Fund (Fund 1907) in the Amount of \$157,514.00 to be Completed on or before January 29, 2021
- X. ***MOTION**: Approval of a Quote for Purchase of a 96” Plow Blade and End Wing Kit from Atlas Bobcat – Elk Grove Village in the Amount of \$3,357.00
- XI. ***MOTION**: Approval of the Notification of State Award (NOSA) from the State of Illinois - Illinois Department of Natural Resources 2018 Regional Trails Program Grant Project #1154-22439 in the Amount of \$177,100.00 for the Fox River Bluffs Forest Preserve Public Access Improvements, which Includes a Required 20% District Funding Match of \$44,375.00
- XII. Other Items of Business
- XIII. Public Comments
- XIV. Executive Session
- XV. Adjournment

(Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section G.2.b.v.a)*

For remote electronic participation, please use the information provided below:

Microsoft Teams meeting

[Click here to join the meeting](#)

+1 309-248-0701, 99242854# United States, Rock Island

Phone Conference ID: 992 428 54#

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
DECEMBER 15, 2020**

I. Call to Order

President Gilmour called the meeting to order at 9:52 am in the Kendall County Historic Court Room.

II. Pledge of Allegiance

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

III. Invocation

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

IV. Roll Call

X	DeBolt	X	Gilmour
X	Cesich	X	Gryder
X	Flowers	X	Kellogg
X	Gengler	X	Koukol
		X	Vickers

Commissioners DeBolt, Cesich, Flowers, Gengler, Gilmour, Gryder, Kellogg, Koukol, and Vickers were all present.

V. Approval of Agenda

Commissioner Vickers made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

Motion: Commissioner Vickers					
Second: Commissioner Gengler					
Roll call: Approval of Agenda					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers
Motion unanimously approved.					

VI. Public Comment

Jim Wyman, WSPY asked about the status of payment of bills for the Millbrook Bridge removal project. Director Guritz reported that HLR extended a credit for their last billing statement.

OLD BUSINESS

VII. ORDINANCE #12-20-001: Amending the Combined Annual Budget and Appropriations Ordinance #11-20-002 Setting Forth the Annual Budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2020 and Ending November 30, 2021 for an Amount Not-to-Exceed \$7,632,432.00

Commissioner Koukol made a motion to approve Ordinance #12-20-001 to amend the Combined Annual Budget and Appropriations Ordinance #11-20-002. Seconded by Commissioner Cesich.

Motion: Commissioner Koukol					
Second: Commissioner Cesich					
Roll call: Amending Ordinance #12-20-001					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

CONSENT AGENDA

VIII. Approval of Minutes

- **Kendall County Forest Preserve District Commission meeting minutes of November 30, 2020**
Director Guritz presented minutes for approval from the Kendall County Forest Preserve District Commission meeting of November 30, 2020.

IX. Approval of Claims for an Amount of \$5,679.55

X. MOTION: Approval of an Audit Engagement Letter and Proposal from Mack & Associates, P.C. for Completion of the Kendall County Forest Preserve District’s FY20 Audit for an Amount not-to-exceed \$8,000.00

XI. Approval of a Proposal from Genesis Nursery for the Illinois Clean Energy Community Foundation Grant-Funded Purchase of 3-acres of Dry Mesic Savanna Open Woods Seed Mix at \$792 per Acres, Plus the Purchase of Pollinator Seed Mix at \$902 per acre, for a Total Cost not-to-exceed \$8,870.40

- XII. **MOTION:** Confirming the President’s Appointment of Elizabeth Flowers as Secretary of the Kendall County Forest Preserve District
- XIII. **MOTION:** Confirming the President’s Appointment of Scott Gengler as Chair of the Kendall County Forest Preserve District’s Finance Committee, including Appointments of Commissioners Judy Gilmour, Amy Cesich, Matt Kellogg, and Robyn Vickers to the Finance Committee
- XIV. **MOTION:** Confirming the President’s Appointment of Elizabeth Flowers as the Chair of the Kendall County Forest Preserve District’s Operation Committee, including Appointments of Commissioners Judy Gilmour, Brian DeBolt, Scott Gryder, and Dan Koukol to the Operations Committee

Commissioner Cesich made a motion to approve the Consent Agenda. Seconded by Commissioner Flowers.

Motion: Commissioner Cesich					
Second: Commissioner Flowers					
Roll call: Consent Agenda					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers
Motion unanimously approved.					

NEW BUSINESS

- XV. **MOTION:** Approval of a Transfer from the 2007 Bond Proceeds Capital Fund (Fund 1901) to the Fox River Bluffs Cropland Conversion Fund (Fund 1909) in the Amount of \$54,313.00 to be Completed on or before December 31, 2020

Commissioner Gryder made a motion to approve a transfer from the 2007 Bond Proceeds Capital Fund to Fox River Bluffs Cropland Conversion Fund. Seconded by Commissioner Cesich.

Motion: Commissioner Gryder
 Second: Commissioner Cesich

Roll call: Transfer from Fund 1901 to Fund 1909

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

XVI. MOTION: Approval of a Transfer from the 2007 Bond Proceeds Capital Fund (Fund 1901) to the Pickerill-Pigott Phase I OSLAD Project Fund (Fund 1905) in the Amount of \$158,250.00 to be completed on or before December 31, 2020

Commissioner Kellogg made a motion to approve a transfer from the 2007 Bond Proceeds Capital Fund 1901 to the Pickerill-Pigott Phase I OSLAD Project Fund 1905. Seconded by Commissioner Gengler.

Motion: Commissioner Kellogg
 Second: Commissioner Gengler

Roll call: Transfer from Fund 1901 to Fund 1905

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

XVII. MOTION: Approval of a Transfer from the 2007 Bond Proceeds Capital Fund (Fund 1901) to the Capital Projects Fund (Fund 1907) in the Amount of \$393,698.00 to be Completed on or before December 31, 2020

Commissioner Gryder made a motion to approve a transfer from the 2007 Bond Proceeds Capital Fund 1901 to the Capital Projects Fund 1907. Seconded by Commissioner Gengler.

Motion: Commissioner Gryder
 Second: Commissioner Gengler

Roll call: Transfer from Fund 1901 to Fund 1907

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

XVIII. MOTION: Approval of a Transfer from the Forest Preserve Reserve Fund (Fund 1906) to the Capital Projects Fund (Fund 1907) in the Amount of \$164,116.00 to be Completed on or before December 31, 2020

Commissioner Gryder made a motion to approve a transfer from the Forest Preserve Reserve Fund 1906 to the Capital Projects Fund 1907. Seconded by Commissioner Gengler.

Motion: Commissioner Gryder
 Second: Commissioner Gengler

Roll call: Transfer from Fund 1906 to Fund 1907

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

XIX. MOTION: Approval of a Letter of Request to the Kendall County Board to Authorize the Treasurer’s Office to Disburse County-Held Land-Cash Funds to the Kendall County Forest Preserve District Land-Cash Fund (Fund 1910) in the Amount of \$157,514.00 following the Kendall County Board Approval on January 5, 2020

Commissioner Kellogg made a motion to approve a letter of request to the Kendall County Board to authorize the Treasurer’s Office to disburse County-held Land-Cash funds to the Kendall County Forest Preserve District Land-Cash Fund 1910 in the amount of \$157,514.00 following the Kendall County Board Approval. Seconded by Commissioner Gengler.

Motion: Commissioner Kellogg
 Second: Commissioner Gengler

Roll call: Letter of Authorization

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

XX. Other Items of Business

- Notice of State Award for Illinois Department of Natural Resources 2018 Regional Trails Program Grant – Fox River Bluffs “Horse and Hike”

XXI. Public Comments

None.

XXII. Executive Session

Commissioner Cesich made a motion to enter into Executive Session under 2(c)11 of the Open Meetings Act for the purpose of discussion of litigation when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Seconded by Commissioner Vickers.

Motion: Commissioner Cesich
 Second: Commissioner Vickers

Roll call: Executive Session

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

Executive Session called to order at 10:37 am.

Commissioner Gryder made a motion to adjourn from Executive Session. Seconded by Commissioner Kellogg.

Motion: Commissioner Gryder

Second: Commissioner Kellogg

Roll call: Executive Session Adjournment

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

Regular meeting resumed at 10:51 am.

XXIII. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Motion: Commissioner Kellogg

Second: Commissioner Gryder

Roll call: Adjournment

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
			X		Vickers

Motion unanimously approved.

Meeting adjourned at 10:53 am.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

Claims Listing

12/23/2020 10:48:23 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount	
Ellis Barn	1323	MENARDS	2306	Ellis Barn Supplies	19001161	68580	Grounds and Maintenance	\$40.07
							Sub-Total	\$40.07
						Ellis Barn	Total	\$40.07
Forest Preserve Director	67	AMEREN IP	2786444006-12/20	Millbrook South	190011	63510	Electric	\$35.08
	2047	COMED	9361578000-12/20	Bakers Woods	190011	63510	Electric	\$19.10
							Sub-Total	\$54.18
Grounds and Natural Resources	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	1000669-20	Insurance Coverage	190011	68000	Liability Insurance Premiums	\$6,540.96
	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	1000669-21-1	Insurance Premium - 2021	190011	68000	Liability Insurance Premiums	\$7,424.00
							Sub-Total	\$13,964.96
						Forest Preserve Director	Total	\$14,019.14
Grounds and Natural Resources	90	ATLAS BOBCAT	709981	Hoover - Bobcat Repairs	19001183	62160	Equipment	\$1,947.50
							Sub-Total	\$1,947.50

Grounds and Natural Resources													
1655	SERVICE SANITATION, INC	8070721-722	Portable Restrooms	19001183	63070	Refuse Pickup							\$204.00
													Sub-Total
													\$204.00
1452	NICOR	8566261012-12/20	Millbrook South	19001183	63090	Natural Gas							\$128.04
1452	NICOR	8794611000-12/20	Harris	19001183	63090	Natural Gas							\$165.77
													Sub-Total
													\$293.81
													Total
													\$2,445.31
Grounds and Natural Resources													
Hoover													
2564	CLAIRE & MICHAEL KANE	20-00130	Meadowhawk Sec Dep & Fee Refund	19001171	63040	Security Deposit Refund							\$468.75
													Sub-Total
													\$468.75
1452	NICOR	2282708302-12/20	Hoover Shop	19001171	63090	Natural Gas							\$52.64
1452	NICOR	2333669829-12/20	Hoover Rookery	19001171	63090	Natural Gas							\$122.55
1452	NICOR	2823529973-12/20	Moonseed	19001171	63090	Natural Gas							\$73.57
1452	NICOR	3083103489-12/20	Kingfisher	19001171	63090	Natural Gas							\$75.72
1452	NICOR	5098019712-12/20	Meadowhawk	19001171	63090	Natural Gas							\$47.73
1452	NICOR	7238937412-12/20	Hoover House	19001171	63090	Natural Gas							\$59.48

Hoover	1452	NICOR	8855140114-12/20	Hoover Maint Bldg	19001171 63090	Natural Gas	\$99.73
						Sub-Total	\$531.42
	1030	J & D DOOR SALES	107985	Hoover Bldg - Torsion Springs	19001171 63120	Building Maintenance	\$245.00
						Sub-Total	\$245.00
					Hoover	Total	\$1,245.17
						Grand Total	\$17,749.69

To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Executive Director
RE: Land Cash Fund 1910 Transfer to Capital Projects Fund 1907
Date: January 5, 2021

The current Land Cash Fund balance retained by Kendall County on behalf of the District for the purchase of property as of 11/30/2020 is \$159,217.85.

The Kendall County Board is considering a letter from the District on January 5, 2021 requesting a transfer of \$157,514.00 of the funds available to the District's Land Cash Fund 1910.

The Board of Commissioners has approved the amended FY21 budget, which anticipates the deposit of \$157,514.00 in the District's Land Cash Fund 1910.

The District has approved the Illinois Clean Energy Community Foundation (ICECF) Grant Agreement #8133 to support acquisition of certain parcels (3-parcels totaling 12.2-acres) within the Reservation Woods Acquisition Area.

The Conservation Foundation presently holds title to two of the three parcels, and has pledged to extend a donation of \$34,160.00 towards the final costs for acquisition.

The FY21 Capital Fund 1907 appropriations for this acquisition project is \$210,214.00. The ICECF will reimburse up to \$136,640.00 for 80% of the land purchase costs following closing.

Per the Kendall County State's Attorney's Office, the ICECF grant reimbursement will need to be retained exclusively for future land acquisition projects.

The FY22 budget will include a transfer of the final reimbursement received from ICECF to be retained in the District's Land Cash Fund 1910.

The FY21 Capital Fund 1907 anticipates Land Cash Fund transfer of \$157,514.00.

Recommendation:

District staff recommends the approval of a motion to transfer \$157,514.00 from the District's Land Cash Fund 1907 to the District's Capital Projects Fund 1907.

To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Executive Director
RE: Bobcat Snow Removal Equipment Purchases
Date: January 5, 2021

Two Bobcat dealer quotes were received for the purchase of a 96" Snow Blade and End Wing Kit to support snow removal activities at Hoover Forest Preserve.

Atlas Bobcat - Elk Grove Village, Illinois extended the lower quote of \$3,357.00 for the purchase.

Grounds Supervisor Teckenbrock is recommending the purchase to improve the efficiency of snow removal efforts at Hoover Forest Preserve.

Recommendation:

District staff recommends approval of the quote from Atlas Bobcat – Elk Grove Village for the purchase of a 96" snow blade and end wing kit in the amount of \$3,357.00. The purchase will be coded to the Fund 1907 Equipment Replacement Contingency.



Product Quotation

Quotation Number: 34058D034357

Date: 2020-10-29 15:14:41

Ship to	Bobcat Dealer	Bill To
Kendall County Forest Preserve Attn: Jay Teckenbrock 110 W. Madison St. Yorkville, IL 60560 Phone: (630) 774-1683 Fax: 630.553.4023	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	Kendall County Forest Preserve Attn: Jay Teckenbrock 110 W. Madison St. Yorkville, IL 60560 Phone: (630) 774-1683 Fax: 630.553.4023

Description	Part No	Qty	Price Ea.	Total
Snow Pusher Pro, 8 ft (96 in.) Includes angle blade and removable pusher box	7385513	1	\$7,414.00	\$7,414.00
96" Snow Blade	6716838	1	\$2,836.00	\$2,836.00
--- End Wing Kit	6716834	1	\$521.00	\$521.00
Total of Items Quoted				\$10,771.00
Quote Total - US dollars				\$10,771.00

Notes: 96" Snow Blade and End Wing Kit Total: \$3,357.00

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____

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

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Department Of Natural Resources Department/Organziation Unit: Office of Grant Management and Assistance
State Award ID Number (SAIN)	1154-24439
State Program Description	Provides funding assistance for acquisition, development, rehabilitation and maintenance of both motorized and non-motorized recreation trails. Must be open and available for general public use. Federal Highway Administration (FHWA) Funds passed thru IDOT to IDNR.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Ann Fletcher Phone: 217 557-7815 Email: dnr.grants@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: Kendall County Forest Preserve District Address: 110 W. Madison Street, Yorkville, IL 60560 Phone: Email:
Grantee Identification	GATA: 678220 DUNS: 079859610 FEIN: 366006598
Period of Performance	Start Date: 1/1/2021 End Date: 12/31/2023

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
962	422-11-1154		\$177,100.00
TOTAL			\$177,100.00

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

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

12/14/20

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TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0 Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	<ol style="list-style-type: none"> 1. The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as the federal funds of this agreement are only paid to the Grantee as reimbursement of prior project expenditures. 2. The Timely Billing requirements listed in Paragraph 4.7 of PART ONE are modified to require the Grantee to submit billings at 9 month minimum intervals. The nine month intervals begin on the date of the Director's award letter. 3. Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B. 4. The application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement. 5. For projects receiving grant assistance for development costs only, terms of this Part and the Grant Agreement shall no longer apply after the following time periods: Total Grant Award Time Period After Final Billing \$1 to \$50,000 5 years For every \$10,000 increment over \$50,000 Add 1 year 6. For projects receiving acquisition grant assistance, a covenant must be placed on the acquired property deed at the time of recording that stipulates the property will be available for public RTP use or the site will revert to the IDNR. 8. Property acquired or developed with RTP grant assistance shall (1) be operated and maintained in a safe and attractive manner for the benefit of recreational trails use without regard to sex, race, color, religious belief, or national origin, nor on the basis of residence, except to the extent that reasonable differences in admission or user fees may be imposed, and (2) not be converted to a use that prohibits RTP recreational trails use as specified herein without written approval from the IDNR. Specific actions regarded as conversions, although not inclusive, are as follows: 9. The sale or exchange of ANY portion of the project site or granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity. 10. Any significant deviation from the approved project site plan or change, alteration or disposition of the project site -to other than recreational trails use unless specifically authorized in this Agreement or by the IDNR. 11. The Grantee may operate and/or construct appropriate facilities for disbursing food to the public and/or any other services as may be deemed necessary and appropriate, or may enter into a contract or agreement with responsible concessionaires to disburse food or provide any other service as may be desired by the public and the Grantee to enhance recreational trails use of the project site. 12. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national

origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

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

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

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

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

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

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

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

17. If the project requires the purchase of steel or iron, or the purchase of trail grooming vehicles and mechanized equipment primarily constructed with steel or iron, the Grantee must abide by the provisions of the Federal "Buy America" guidelines specifying that all steel or iron shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal law and written permission is given by IDNR.

18. 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.

19. No assignments of grant provisions or duties are allowed.

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

	<p>20. The Grantee shall be responsible for adequately patrolling the RTP grant site to ensure proper usage of the facility and user compliance with all State and local regulations. Failure of the Grantee to take corrective measures which bring the site into compliance or to help remedy complaints lodged by local citizens concerning misuse of the RTP grant site shall be grounds for a finding of program non-compliance and is subject to corrective measures by IDNR as deemed appropriate.</p> <p>21. During all times of operation of a motorized RTP grant site, the Grantee (excluding local political subdivisions) must possess insurance protection providing a minimum of \$1,000,000 per occurrence liability coverage.</p> <p>22. The possession, sale or consumption of alcoholic beverages on RTP assisted sites is expressly prohibited.</p> <p>23. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.</p> <p>24. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.</p> <p>25. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.</p>
<p>Program-Specific Term(s)</p>	<p>1. The projects contemplated by this Agreement must be identified in, or further the specific goals of, a trail plan included or reference in the Statewide Comprehensive Outdoor Recreation Plan as required by the Land and Water Conservation Fund Act.</p> <p>2. Grantee will review and approve plans to ensure state and federal requirements are met.</p> <p>3. Buy America requirements apply to all steel and iron permanently incorporated in a project. Trail grooming vehicles as well as other RTP use vehicles must comply with Buy America requirements or be granted a waiver.</p> <p>4. Grantee will ensure all acquisitions of rights-of-way comply with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and upon request, provide certification of compliance to Grantor. Grantor will provide assistance, and perform audits to the extent necessary, to assure validity of Grantee's certification of compliance with Titles II and III of the aforesaid Act.</p> <p>5. Grantee shall assume responsibility for the administration, control, reconstruction, and maintenance of all multi-use trails, paths, and facilities constructed as part of this Agreement. Grantee shall require its sub-contractors to indemnify and hold the State of Illinois and its employees harmless from all claims for injuries and damages to persons or property relating to the use, maintenance, or reconstruction of the multi-use trails, paths, and facilities.</p> <p>6. 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.</p>

7. 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.

8. 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.

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

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

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

11. 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)).

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

13. 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. →

14. 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)).

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

16. 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.

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE
<p>The nature of the additional requirements</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The reason why the additional requirements are being imposed</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The nature of the action needed to remove the additional requirement, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The time allowed for completing the actions, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The method for requesting reconsideration of the additional requirements imposed</p> <p>GATA Conditions: None</p> <p>Agency Explanation: None</p>

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW
The nature of the additional requirements Agency Adjustments / Explanation: None
The reason why the additional requirements are being imposed Agency Adjustments / Explanation: None
The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation: None
The time allowed for completing the actions, if applicable Agency Adjustments / Explanation: None
The method for requesting reconsideration of the additional requirements imposed Agency Explanation: None

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC
The nature of the additional requirements Agency Adjustments / Explanation: None
The reason why the additional requirements are being imposed Agency Adjustments / Explanation: None
The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation: None
The time allowed for completing the actions, if applicable Agency Adjustments / Explanation: None
The method for requesting reconsideration of the additional requirements imposed Agency Explanation: None

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SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution