



NORTHERN MORAIN W R D

AGENDA REGULAR MEETING 7:30 P.M. – May 11, 2021

Due to the Governor's statewide disaster declaration relating to the COVID-19 pandemic and current public health guidelines for social distancing, the President of the Northern Moraine Wastewater Reclamation District has determined that it is not prudent for the members of the District Board or staff to convene in-person for this meeting. Therefore, the District Board is meeting by video conference. Those same conditions require barring access to the public for in-person attendance. In light of those limitations, the public is invited to attend and listen to the meeting through Zoom platform or by phone as indicated on this meeting agenda. To comply with the Open Meetings Act requirements for virtual meetings, the meeting will be recorded.

Zoom Meeting w/ Video: <https://us02web.zoom.us/j/7578151340>

Meeting ID: 757 815 1340

Zoom Meeting w/ Audio Only: +13126266799,,7578151340#

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATION ON HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION**
- 4. PUBLIC COMMENTS**
- 5. PRESENTATION & APPROVAL OF MINUTES**
 - a. Regular Meeting Minutes – April 13, 2021
- 6. OATH OF OFFICE:**
 - Having been duly reappointed, Trustee Mann will take the Oath of Office
- 7. ELECTION OF OFFICERS:**
 - Pursuant to 70 ILCS 2405/4 of the 1917 Sanitary District Act, "The Board of Trustees at their first meeting in May of each year shall elect one of their number as President, one of their number as Vice-President and from outside of their membership a Clerk and an Assistant Clerk."
- 8. SELECTION OF TREASURER, ATTORNEY and ENGINEER:**
 - Pursuant to 70 ILCS 2405/4 the Board may select a Treasurer, Attorney and Engineer for the District and appoint FOIA and OMA Officers
- 9. TREASURER'S REPORT**
- 10. PUBLIC COMMENTS**
- 11. MANAGER'S REPORT**
 - a. Operations Report
 - b. Engineering Report
 - c. Delinquent Accounts Report
- 12. TRUSTEE REPORTS**
- 13. LEGAL BUSINESS**
- 14. OLD BUSINESS**





NORTHERN MORAIN W R D

15. NEW BUSINESS

- a. Public Hearing: Proposed FY 2021-22 Annual Budget
- b. Final Action and Adoption of the FY 2021-22 Annual Budget
- c. Approve Engineering Services for Holiday Hills Sewer Extension
- d. Adoption of Ordinance 21-03, 2021-22 Salary Ordinance
- e. Audit Services for FY 2021-22 by Lauterbach & Amen
- f. Approve \$200,000 Grant Agreement with Illinois DCEO for the Control Building Electrical Upgrades

16. MISCELLANEOUS CORRESPONDENCE

- a. MCCG Membership Meeting

17. APPROVAL OF BILLS

18. OTHER BUSINESS

- a. Executive Session – Personnel, if needed

Posted to www.nmwrld.org - May 7, 2021



113 Timber Trail, PO Box
240, Island Lake, IL 60042



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Email: info@nmwrld.org
Web: www.nmwrld.org

STATE OF ILLINOIS)
)
COUNTIES OF McHENRY)
 and LAKE)

OATH OF OFFICE

**I, Jacob M. Mann,
do solemnly swear,
that I will support the Constitution of the United States,
and the constitution of the State of Illinois,
and that I will faithfully discharge the duties
of the Office of Trustee,
of the Northern Moraine Wastewater Reclamation District,
according to the best of my ability.**

Jacob M. Mann

Subscribed and Sworn to before me
This 11th day of May, 2021

Notary Public

Capitol Office:
309H State House
Springfield, Illinois 62706
(217) 782-8000
Email: senatorwilcox@gmail.com



District Office:
5400 W. Elm St. Suite 103
McHenry, Illinois 60050
(815) 455-6330
Fax: (815) 679-6756

CRAIG WILCOX
STATE SENATOR • 32ND DISTRICT

April 16, 2021

Mr. Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque:

I am in receipt of your letter dated April 7, 2021, regarding my approval for the re-appointment to the Board of Trustees for the Northern Moraine Wastewater Reclamation District.

Please accept this letter as my written confirmation as per Section 301 of Chapter 42, Illinois Revised Statute of the re-appointment to the Northern Moraine Wastewater Reclamation District Board of Directors:

Jacob Mann

Thank you for providing resume and Board's resolution No. 12-01 for re-appointment to the NMWRD board.

Please feel free to contact me should you have any further questions or require clarification.

Regards,

A handwritten signature in black ink, appearing to read "C. Wilcox".

Craig Wilcox
State Senator, 32nd District

CW/cd

Springfield Office:
211-N Stratton Building
Springfield, IL 62706
(217) 782-1517



District Office:
28662 West Northwest Highway, Suite A
Lake Barrington, IL 60010
(224) 634-8300

MARTIN MCLAUGHLIN
State Representative • 52nd District

Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

Re: Trustee Reappointment for Term ending April 30, 2024

April 19, 2021

Dear Mr. Haque,

In response to your correspondence to my office regarding the re-appointment of a trustee to the Northern Moraine Wastewater Reclamation District Board of Trustees, I have reviewed the application and curriculum vitae of the applicant and I am confirming the re-appointment of

Jacob M. Mann

per the Sanitary District Act of 1917, as amended.

Feel free to contact my office if you have further questions.

Best regards,

A handwritten signature in black ink that reads "M.A. McLaughlin".

Martin McLaughlin
State Representative

ILLINOIS STATE SENATE

DISTRICT OFFICE:

325 N. Rand Rd, Suite B
Lake Zurich, IL 60047
(224) 662-4544



CAPITOL OFFICE:

309G State Capitol
Springfield, IL 62706
(217) 782-8010

Dan McConchie

SENATE REPUBLICAN LEADER • 26TH DISTRICT

April 29, 2021

Mr. Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque,

In response to your letter recommending the appointment of a Northern Moraine Wastewater Reclamation District board member, please accept this letter as my written confirmation, per section 301 of Chapter 42, Illinois Revised Statute of the re-appointment to the Northern Marine Wastewater Reclamation District Board of Directors Jacob M. Mann.

Please contact me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan McConchie".

Senate Republican Leader Dan McConchie
26th District of Illinois



NORTHERN MORAINE W R D

AGENDA ITEM # 07

<u>Meeting Date:</u>	May 11, 2021
<u>Item:</u>	Election of Officers
<u>Staff Recommendation:</u>	Board Discretion
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Pursuant to the Sanitary District Act of 1917 Section 4, (70 ILCS 2405/4), "...The Board of Trustees immediately after their appointment and at their first meeting in May of each year thereafter, shall elect one of their number as president, one of their number as vice-president and from or outside of their membership a clerk and an assistant clerk. In case of the death, resignation, absence from the State or other disability of the president, the powers, duties and emoluments of the office of the president shall devolve upon the vice-president, until such disability is removed or until a successor to the president is appointed and chosen in the manner provided by this Act. The board may select a treasurer, engineer and attorney for the district, and a board of local improvements..."

Recommendation

It is staff's recommendation that the Board select a President, Vice-President and a District Clerk and Assistant Clerk, pursuant to the act.

I will refrain from making any recommendations related to the offices of President and Vice-President; however, it is recommended that Deborah Martin and Madalina Roscan-Guzman be elected as Clerk and Assistant Clerk, respectively.

Votes Required to Pass

Simple Majority, via a Roll Call vote





NORTHERN MORAINE W R D

AGENDA ITEM # 08

Meeting Date: May 11, 2021

Item: Selection of District Officials

Staff Recommendation:

1. Motion to appoint a Treasurer
2. Motion to appoint Filippini Law Firm as Legal Counsel
3. Motion to appoint Trotter and Associates as District Engineer
4. Motion to appoint Mohammed Haque and Debi Martin as the District's Freedom of Information Officers
5. Motion to appoint Mohammed Haque and Debi Martin as the District's Open Meeting Act Officers

Staff Contact: Mohammed M. Haque, District Manager

Background:

Pursuant to the enabling legislation for the Northern Moraine Wastewater Reclamation District, the board may select a treasurer, engineer and attorney for the District. It is also appropriate that the appointments of Freedom of Information Officers (FOIA) and Open Meeting Act (OMA) Officers be made at this time.

Recommendation:

The selection of a Treasurer is left to the Board's discretion and it is noted that the Treasurer is not required to be a member of the Board.

Staff recommends the reappointments of Legal Counsel, Filippini Law Firm, and District Engineer, Trotter and Associates. It is further recommended that for practical purposes, two individuals be appointed to serve as Freedom of Information Officers, Mohammed Haque and Debi Martin, and Open Meeting Act Officers, Mohammed Haque and Debi Martin.

Votes Required to Pass:

Simple Majority, via a Roll Call vote



Northern Moraine Wastewater Reclamation District
Treasurer Report
As of March 31, 2021

Mar 31, 21

ASSETS

Current Assets

Checking/Savings

1010 · Petty Cash	300.00
1015 · Cash on Hand	500.00
1016 · Chase - Checking	440,853.63
1018 · Chase - Savings	1,835,518.39
1020 · Blackhawk Checking	351,125.39
1030 · Blackhawk Savings	39.01
1060 · IL Epay Funds	85,751.59
1070 · JP Morgan Securities	<u>6,289.71</u>
Total Checking/Savings	2,720,377.72

Kenneth A. Michaels, Jr, President Date

Lydia Ryberg, Treasurer Date

Deborah Martin, District Clerk Date

This report has been reviewed by Roberta C. Wajrowski, CPA

Northern Moraine Wastewater Reclamation District Profit & Loss Budget vs. Actual

May 1, 2020 through March 31, 2021

Accrual Basis

	May '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Property Tax Income	119,218.55	119,608.70	(390.15)	99.7%
4090 · Replacement Tax Income	805.85	934.74	(128.89)	86.2%
4300 · Sewer Permit Income	1,300.00	2,100.00	(800.00)	61.9%
4500 · Sewer Usage Income	2,483,661.03	2,668,056.84	(184,395.81)	93.1%
4510 · Connection Fees	108,220.00	198,030.00	(89,810.00)	54.6%
4520 · Penalty Income	62,087.56	84,284.61	(22,197.05)	73.7%
4600 · Refund Income	10,346.89	100.00	10,246.89	10,346.9%
4700 · Reimbursement Income	30,079.36			
4730 · Interest Income	1,263.57	18,500.00	(17,236.43)	6.8%
4900 · Miscellaneous Income	42,073.47	3,000.00	39,073.47	1,402.4%
4910 · Hauled Waste Income	39,688.20	24,777.22	14,910.98	160.2%
4930 · Engin. & Legal Rev. Fees	12,500.00	5,000.00	7,500.00	250.0%
Total Income	2,911,244.48	3,124,392.11	(213,147.63)	93.2%
Gross Profit	2,911,244.48	3,124,392.11	(213,147.63)	93.2%
Expense				
5000 · Salaries	651,188.08	783,390.86	(132,202.78)	83.1%
5010 · Payroll Tax Expense	44,850.55	58,754.31	(13,903.76)	76.3%
5020 · Payroll Expenses-other	750.00	900.00	(150.00)	83.3%
5030 · Employee Insurance	171,642.73	160,568.65	11,074.08	106.9%
5040 · Trainings & Seminars	4,600.48	11,900.00	(7,299.52)	38.7%
5050 · Clothing Allowance	933.94	2,600.00	(1,666.06)	35.9%
5060 · IMRF Employer Contribution Exp.	56,447.05	71,366.90	(14,919.85)	79.1%
5110 · Maintenance-Buildings	24,372.25	18,000.00	6,372.25	135.4%
5120 · Maintenance-Vehicles	11,649.68	11,000.00	649.68	105.9%
5130 · Maintenance-Equipment	28,265.41	20,500.00	7,765.41	137.9%
5140 · Maintenance-Utility System	121,001.48	80,000.00	41,001.48	151.3%
5150 · Maintenance Supplies	2,006.70	3,000.00	(993.30)	66.9%
5160 · Sludge Hauling	8,675.70	28,000.00	(19,324.30)	31.0%
5210 · Operating Supplies	4,777.25	9,000.00	(4,222.75)	53.1%
5220 · Motor Fuel & Lube	15,332.05	11,500.00	3,832.05	133.3%
5230 · Vehicle Supplies	896.39	350.00	546.39	256.1%
5240 · Lab Supplies	12,061.80	15,000.00	(2,938.20)	80.4%
5245 · Miscellaneous Equipment	1,979.51	2,000.00	(20.49)	99.0%
5250 · Small Tools	1,179.49	1,200.00	(20.51)	98.3%
5255 · Chemicals Expense	73,898.71	83,000.00	(9,101.29)	89.0%
5260 · Safety Equipment	13,421.80	5,500.00	7,921.80	244.0%
5320 · General Insurance	89,813.86	73,088.00	16,725.86	122.9%
5330 · Telephone Expense	32,639.86	34,540.00	(1,900.14)	94.5%
5360 · Utilities	136,394.47	151,000.00	(14,605.53)	90.3%
5361 · Security System	10,436.39	10,700.00	(263.61)	97.5%
5380 · Rentals	0.00	600.00	(600.00)	0.0%
5390 · Travel Expense	165.31	2,200.00	(2,034.69)	7.5%
5410 · Software Support	25,504.69	30,320.00	(4,815.31)	84.1%
5420 · Accounting Service	7,600.00	9,600.00	(2,000.00)	79.2%
5430 · Professional Lab Testing	5,425.45	7,000.00	(1,574.55)	77.5%
5435 · Julie Locate Expense	6,201.00	3,400.00	2,801.00	182.4%
5440 · Engineering Service	0.00	3,000.00	(3,000.00)	0.0%
5450 · Legal Expense	68,971.45	35,500.00	33,471.45	194.3%
5460 · Permit Fees	18,000.00	18,000.00	0.00	100.0%
5480 · Other Professional Services	97,512.09	93,600.00	3,912.09	104.2%
5510 · Office Supplies	4,360.82	7,000.00	(2,639.18)	62.3%
5520 · Postage	24,121.01	25,000.00	(878.99)	96.5%
5530 · Website Expense	453.76	2,500.00	(2,046.24)	18.2%
5540 · Printing & Publishing	7,771.03	9,300.00	(1,528.97)	83.6%
5550 · Publications & Subscriptions	99.99	200.00	(100.01)	50.0%
5560 · Membership Dues	3,845.00	4,860.00	(1,015.00)	79.1%
5630 · Bank Service Charges	13,941.72	13,800.00	141.72	101.0%
5640 · Interest Expense	75,285.40	476,739.17	(401,453.77)	15.8%
5710 · Miscellaneous Expense	559.45	500.00	59.45	111.9%
5810 · Refunds	0.00	100.00	(100.00)	0.0%
66900 · Reconciliation Discrepancies	0.60			
Total Expense	1,879,034.40	2,390,077.89	(511,043.49)	78.6%
Net Ordinary Income	1,032,210.08	734,314.22	297,895.86	140.6%
Other Income/Expense				
Other Income				
4810 · Bond Proceeds & Interest	5,979.76	5,000,000.00	(4,994,020.24)	0.1%
4995 · Grants & Contributions	1,748.00			
Total Other Income	7,727.76	5,000,000.00	(4,992,272.24)	0.2%
Other Expense				
6010 · Office Equipment over \$500	3,660.42	3,200.00	460.42	114.4%
6030 · Capitalized Treatment Upgrade	1,925,048.81	6,860,000.00	(4,934,951.19)	28.1%
6040 · Bond Principal Payable	380,000.00	393,818.00	(13,818.00)	96.5%
6070 · Building Improvements	14,823.94	25,000.00	(10,176.06)	59.3%
Total Other Expense	2,323,533.17	7,282,018.00	(4,958,484.83)	31.9%
Net Other Income	(2,315,805.41)	(2,282,018.00)	(33,787.41)	101.5%
Net Income	(1,283,595.33)	(1,547,703.78)	264,108.45	82.9%

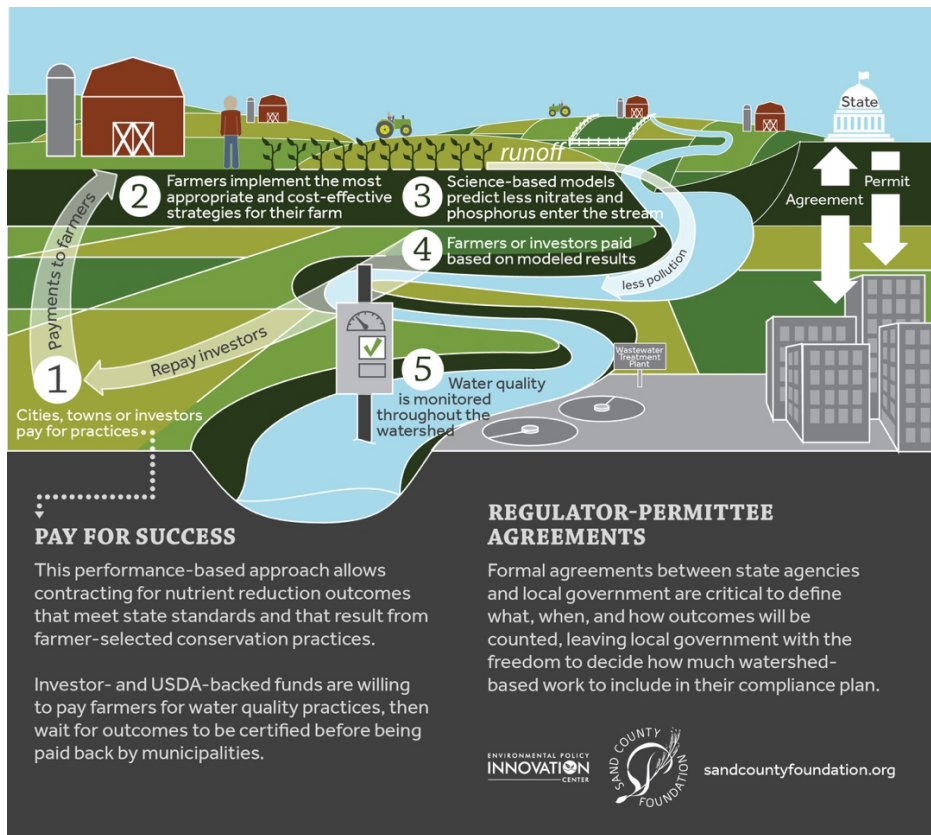
Illinois' Opportunity to Accelerate Water Quality Progress and Expand Rural Investment

A new approach to water quality compliance is emerging in Iowa, Pennsylvania, and other states. It gives municipalities the ability to offset discharge limits through watershed-scale water quality improvements, rather than just more planning and engineered point source treatment.

In September, 2020, USDA announced a new \$7.3 million investment in a Soil and Water Outcomes Fund that has already attracted millions in private investment. That Fund will pay for farmer-led water quality projects, and trade the resulting nutrient reductions with NPDES permit holders to meet some of their compliance needs. Meanwhile, Iowa cities and towns like Dubuque, Cedar Rapids, Ames, and Storm Lake are negotiating Memoranda of Understanding with the Iowa DNR, their state water quality regulator. These agreements create enough regulatory certainty about using watershed work to allow those cities and towns to make investments today in rural water quality projects within their watersheds.

Across the border in Wisconsin, more than 50 permit plans and agreements are in place that allow watershed work for permit compliance. Permit holders can choose to offset their nutrient impacts with specific watershed-based projects through trading, or to build holistic adaptive management programs to achieve watershed quality permit requirements. In either case, partnerships are essential, and traditional urban/rural barriers are reduced. Money flows into the rural area to implement and enhance conservation practices on farms.

On October 15, 2020, the first town in Pennsylvania bought into a private revolving water fund (much like Iowa's) to provide the town with nine tons of sediment pollution reduction outcomes from farm-based projects, certified to state standards.



The Role of Formal Agreements in Faster Water Quality Progress

Because farmers are not regulated under state water quality permits, Illinois can make similar progress to enlist farmers to contribute to regulated point sources' mandated nutrient reduction programs. Conservation practices on farmland generate nutrient reduction outcomes, which are either paid for in advance by, or sold to, nearby cities, towns, utilities and industrial permittees that need to meet NPDES permit obligations. In addition to cost savings, numerous environmental benefits are achieved, including flood mitigation, sediment reduction, and improved wildlife habitat.

What do Iowa's Memoranda of Understanding (MOU) accomplish, and how could a similar tool help Illinois?

- MOUs provide explicit agreement on how and when watershed investments would be "counted" by the state regulator (in this case, quantified through the "NTT" model). When a community wants to use watershed projects in a future permit, the value of nutrient improvements is clear.
- MOUs either make clear that cities will work directly with farmers to fund projects that become part of their compliance work, or that cities can purchase the Nitrogen or Phosphorus reductions from completed projects that someone else has financed, such as the Soil and Water Outcomes Fund. The first was important to Dubuque, and both approaches are important to Cedar Rapids.
- MOUs allow cities or towns to get credit for any future project that meets certain conditions. They don't need a prior, location-specific plan for all of their projects to be approved before work can begin. Agreements create a baseline for watershed work, allowing any projects that have a well-documented baseline to be counted toward requirements of a future permit. These conditions speed up investment in watershed work so more progress is made, even while bigger negotiations over treatment upgrades or other work are ongoing.

Next Steps for Agriculture/Urban Water Quality Partnerships in Illinois

Illinois has the opportunity to seize upon this concept as a part of the recently-negotiated "NARP", Nutrient Assessment Reduction Plan, which is part of new NPDES permits that discharge into impaired waters. Beyond establishing how a utility can perform watershed work within a NARP, this strategy would allow voluntary watershed work to count towards permit compliance for those Districts that do not have a designated impaired waterway.

Illinois EPA is in favor of any approach that provides flexibility, but there needs to be a "first." For a first project, however, the EPA needs to adopt a clear message and model MOU it can use to negotiate, case-by-case, the initial few permits that will fall under a NARP or that want to pursue watershed work voluntarily. From this, there will be ongoing improvements on the Agreement and better understanding of what watershed work means in practice, until the point that a watershed approach can become standardized through a regulatory process. It is tempting to try to nail down every detail up front, but as the entire concept is still new, we encourage a highly flexible approach that builds in additional detail and protections over time.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND
THE NORTHERN MORAINÉ WATER RECLAMATION DISTRICT**

This Memorandum of Understanding (MOU) between the Illinois Environmental Protection Agency (Il-EPA) and the Northern Moraine Water Reclamation District (NMWRD) is effective on the ___ day of _____, 2021.

1. **Purpose.** The purpose of this MOU is to establish a framework for the NMWRD to implement a watershed-based Nutrient Reduction Program within the upper Rock River watershed (Watershed), and credit quantifiable nutrient reductions for the benefit of the NMWRD's nutrient reduction targets through National Pollutant Discharge Elimination System (NPDES) permitting. The NMWRD may use this framework to achieve compliance with current and future permit requirements arising from the Illinois Nutrient Loss Reduction Strategy (NLRS), TMDLs or other regulatory requirements to reduce Nitrogen (N), Phosphorus (P) or Total Suspended Solids (TSS) at the NMWRD's wastewater plant. In exchange for utilizing this framework, the NMWRD shall receive certainty regarding compliance with future nutrient reduction permit requirements.

2. **Background.** Illinois developed a NLRS to reduce excess nutrients in Illinois's surface waters and tasked wastewater treatment plants with specific nutrient reduction goals. The NLRS supports work at the watershed scale, including the development of water quality credit trading between two or more entities, commonly a point source which is mandated to achieve a permit goal and one or more nonpoint sources who voluntarily collaborate with the point source to reduce the amounts of nitrogen and phosphorus entering a water body. Trading can provide a means to improve water quality, especially in cases where the technology does not exist or is not affordable or feasible to allow a point source discharger to comply with permit requirements or where the same or greater pollutant reductions can be achieved more quickly or at lower cost through implementing Best Management Practices (BMPs) or other nutrient reduction efforts.¹ In addition, working at the watershed scale can offer many other environmental and social benefits beyond just reduction of N and P in the waters. The Il-EPA continues to promote trading, urban and rural partnerships, and other offsets as part of watershed planning and implementation efforts.²

¹ The United States Environmental Protection Agency supports water quality trading, offsets and similar programs to achieve compliance with regulations, in particular using land management strategies for implementing market-based programs within a watershed, as most recently stated in the EPA February 6, 2019 Memorandum titled "Updating the Environmental Protection Agency's (EPA) Water Quality Trading Policy to Promote Market-Based Mechanisms for Improving Water Quality."

² Illinois NLRS Biennial Report (2019) at 120.

3. Goal. The goal of this MOU is to provide the NMWRD with regulatory certainty that allows the NMWRD to utilize nutrient load reductions achieved through BMP implementation in the Watershed to offset nutrient reduction targets required in future NPDES permits, or to bank environmental outcomes of nutrient reducing practices to offset future permit requirements.

4. General Areas of Agreement.

A. Use of Nutrient Reducing Practices as Offsets. Provided that the terms of this agreement are followed, the NMWRD shall be able to utilize nutrient reducing practices as offsets (Nutrient Reduction Offsets) towards its requirements for nutrient reduction under an NPDES permit issued by Il-EPA for the NMWRD facility, in accordance with the terms of this MOU. Nutrient reducing practices (aka BMPs) built or implemented as part of a watershed-based nutrient reduction plan will be considered as described below.

B. Monitoring and Modeling. The NMWRD may develop a monitoring strategy to assess overall N and P concentrations in-stream and to document progress toward nutrient reductions within the watershed. However, progress towards nutrient reduction will be based on modeling using the Nutrient Tracking Tool (NTT) provided by the U.S. Department of Agriculture's Environmental Markets Division, or in another mutually-agreed upon model as further set forth below.

For practices not included in the NTT, the NMWRD may present the Il-EPA with a proposal for new infrastructure and an analysis, using one or more models in use by the engineering community, of the expected reduction in N, P or TSS. Based upon this presentation, the Il-EPA and NMWRD shall agree upon a rate of Nutrient Reducing Offsets that may be applied towards the NPDES permit. The NLRs Nutrient Science Advisory Committee may provide guidance for appropriate estimates of the nutrient reduction that can be used as an offset.

C. Baselines. Calculated point and nonpoint source loads of N, P, and sediment prior to implementation of BMPs by the NMWRD, as estimated using the NTT, will be utilized as the baseline for measuring environmental outcomes resulting from watershed management activities. For nutrient reducing practices, baseline conditions may be further defined in terms of geographic scale, existing conservation practices, and schedule of implementation to facilitate improved environmental performance to achieve nutrient load reductions. Agricultural nonpoint source (NPS) baselines will be established using pre-existing field management data. Baseline data will be verified and will be stored as a part of the NTT model runs. Baseline conditions shall be established at the field scale prior to the NMWRD-connected implementation of any BMP on a given field.

D. Future Mandated Practices. In order to recognize investments made by municipalities towards NLRs reduction goals, and to reward leadership, if a BMP funded

under a watershed project subsequently becomes mandated by local, state or federal law, the N, P, and Total Suspended Solids (TSS) reductions associated with that BMP will continue to be credited to the municipality if allowed under the new law, provided that the BMP continues to be viable, verified, and within the useful life of the practice.

E. TSS. BMPs put in place to address P will also generally be effective in reducing TSS. Where necessary and when correlated within a watershed, P-reductions will be used as a surrogate for TSS. TSS reductions, in addition to N and P reductions, can be considered, if applicable and consistent with state and federal law.

F. At all times the NMWRD shall maintain its existing (or newly implemented) plant infrastructure at the optimal level of performance. This optimization of the structural water reclamation plant technology shall be an ongoing requirement for the NMWRD that shall be addressed in each five-year permit renewal.

G. No liability for failure to meet NPDES permit requirements may be transferred to any third party under this watershed based approach.

5. Watershed-Based Nutrient Reduction Plan.

A. Outlining the NMWRD's Goals. In each NPDES permit application the NMWRD must submit a watershed-based nutrient reduction plan document that explains the NMWRD's approach for implementing BMPs within the Watershed to achieve nutrient reductions within the permit timeframe. This plan will outline a targeted strategy for implementing the NMWRD's Nutrient Reduction Program to ensure maximum efficiency in the use of NMWRD funds invested in BMPs. Existing HUC-8 and HUC-12 level Watershed Management Plans (WMP), or plans developed as part of a Nutrient Assessment Reduction Plan (NARP), may serve as the Watershed-Based Nutrient Reduction Plan ("Watershed Plan") provided the plan meets the Watershed Plan Requirements specified below.

B. Watershed Plan Requirements. The Watershed Plan shall, at a minimum, include the following: (1) identification of the appropriate watersheds and range that impact the NMWRD's influent and effluent impact; (2) potential management practices within the Watershed, (3) the process to be used by the NMWRD or its partners to engage and recruit landowners to participate in the NMWRD's Nutrient Reduction Program, (4) an estimation of load reductions expected from implementation of new BMPs, (5) how the practices will be maintained over the design life of the practice (6) a proposed project schedule during the permit term, and (7) a description of how the NMWRD will monitor and track the effectiveness of its BMP implementation schedule.

C. Location. The NMWRD may select a watershed planning area or multiple areas in the watershed. These areas may be in any of the HUC-8 subbasins in the watershed(s)

that are identified in the Watershed Plan, provided that any downstream practices may only be partially credited if there are impaired waters between the plant's effluent and the location of the practices.

D. Practice Criteria. BMPs identified in a watershed plan shall be installed and maintained according to Natural Resources Conservation Service (NRCS), the local Illinois Soil and Water Conservation District (SWCD), or the NLRS Agriculture Water Quality Partnership Forum Technical Subgroup technical standards. Work shall be done in accordance with generally accepted engineering practices and shall document the modeled estimates of pounds reduced as compared to nutrient and sediment loading conditions prior to the installation of the BMP. Novel practices not included in NRCS, SWCD, or NLRS standards may be used, as long as the nutrient reductions they produce are consistent with the NLRS, and approved by IL-EPA.

6. Partnerships, Contractual Relationships, Watershed Management Authorities, Third-Party Designees, and Other Arrangements. At any point during the timeframe of this MOU, the NMWRD may work through a partnership, contractual relationship, Watershed Management Authority, Third-Party Designee (such as the Soil and Water Outcomes Fund or RES), or other arrangement to implement the activities defined by the Watershed Plan. In these instances, the NMWRD shall maintain the right to claim the offsets for practices implemented through these arrangements. Moreover, if the NMWRD is working with a farmer group or third party aggregator, such as a farmer-led watershed group, the third party may assign nutrient reduction Offsets for use in the NMWRD's NPDES permit compliance efforts, or transfer registration of the practices in the NRE to the NMWRD.

7. Determining Final Watershed Plan Compliance, Interim Progress, and Usable Nutrient Load Reductions.

A. Compliance Measurement. Interim progress, final compliance and usable nutrient load reductions will be determined using the best available modeling tools. Currently, BMPs will be modeled at the field scale using the NTT. Other models or methods may be substituted as deemed appropriate, subject to agreement by the parties to this MOU.

B. Offset and Practice Eligibility. In general, the NMWRD shall provide or contract for experienced personnel to be trained in the NTT, and to model the BMPs through the NTT (or other approved model), obtain verification of the baselines and practices, and to confirm and document practice construction completion. The IL-EPA shall accept the NTT-modeled load reductions of the BMPs after administrative review of the data and verification provided, and issue a letter establishing the validity of the practices and confirming that these may be used by the NMWRD as an offset in a one-to-one ratio (i.e., one pound of NPS pollutant reduced in the watershed by a NMWRD-implemented BMP shall be equivalent to one pound of point source pollutant reduced at the NMWRD's water reclamation facility outfall) to contribute to its NLRS goal, or may be used in other regulatory formats so long as the practice has been maintained and is functioning as

designed. The Il-EPA shall have sixty (60) days to review, comment, and issue a letter establishing the validity of the nutrient load reductions claimed or request modifications.

C. Interim Progress for NLRS Goals. During the term of this MOU, the NMWRD shall provide annual progress reports to the Il-EPA detailing its progress in the Watershed, the BMPs implemented, verification of ongoing practices, and the nutrient load reductions obtained. To the extent nutrient load reductions were committed as offsets towards use in the NMWRD's NPDES permit requirements, the progress report shall identify overall progress towards the 5-year goals for N and P reductions, as well as what percentage of reductions come from technological improvements versus work in the watershed. Il-EPA also expects the report to sum the load reductions (i.e., pounds) in each year for each of the pollutants at issue (i.e., N and P). This should not require additional calculations, instead merely summing already quantified pounds of nutrient load reductions used as offsets. This report shall be used as part of the NLRS.

~~D. Achieving Total NLRS Goals. The NMWRD is committing to reaching the nutrient reduction goals outlined within the NLRS using a combination of technological approaches and watershed offsets, if this is achievable under a feasibility and reasonableness analysis under [Illinois Statute], by [NLRS deadlines]. If the NMWRD is relying primarily on watershed based nutrient reducing practices to achieve these goals, progress must be shown consistent with commitments and timeframes detailed in the watershed plan for each permit cycle towards achieving the total NLRS nutrient reduction goals.~~

E. Future Requirements. If the NMWRD implements a watershed-based nutrient reduction plan in accordance with this MOU, Il-EPA shall not impose any additional nutrient reduction requirements during the plan implementation term unless required to do so by law. The watershed plan and work under this MOU shall satisfy the requirement that the NMWRD participate in any NARP.

8. Modification and Termination of Agreement. This agreement shall be in effect unless modified or terminated by mutual agreement of the parties, or the Il-EPA elects to terminate this MOU to coincide with the expiration of the NMWRD's next NPDES permit by submitting written notice to the NMWRD one-hundred eighty (180) days in advance of the current permit's expiration.

NORTHERN MORAINÉ WATER RECLAMATION
DISTRICT

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

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DISTRICT

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Its:

Its:

NMWRD Sewer Connection Permit Tracking

Darrell Road Special Connection Fee Collections

*Special Connection Fees Ordinance approved February 2020



Permit Date	Address	City	Subdivision/ Business	Permit Owner	Permit No.	Amount Paid
3/4/2020	32045 Savannah Drive	LM	Savannahs	William Ryan Homes	5643	\$ 3,248.00
3/4/2020	32046 Savannah Drive	LM	Savannahs	William Ryan Homes	5644	\$ 3,248.00
3/4/2020	32047 Savannah Drive	LM	Savannahs	William Ryan Homes	5645	\$ 3,248.00
3/25/2020	32049 Savannah Drive	LM	Savannahs	William Ryan Homes	5646	\$ 3,248.00
6/29/2020	32044 Savannah Drive	LM	Savannahs	William Ryan Homes	5647	\$ 3,248.00
6/29/2020	32054 Savannah Drive	LM	Savannahs	William Ryan Homes	5648	\$ 3,248.00
8/27/2020	32052 Savannah Drive	LM	Savannahs	William Ryan Homes	5649	\$ 3,248.00
9/10/2020	32064 Savannah Drive	LM	Savannahs	William Ryan Homes	5650	\$ 3,248.00
9/15/2020	32051 Savannah Drive	LM	Savannahs	William Ryan Homes	5651	\$ 3,248.00
9/21/2020	32038 Savannah Drive	LM	Savannahs	William Ryan Homes	5653	\$ 3,248.00
10/27/2020	32048 Savannah Drive	LM	Savannahs	William Ryan Homes	5654	\$ 3,248.00
10/27/2020	32050 Savannah Drive	LM	Savannahs	William Ryan Homes	5655	\$ 3,248.00
2/11/2021	32058 Savannah Drive	LM	Savannahs	William Ryan Homes	5656	\$ 3,248.00
3/4/2021	32057 Savannah Drive	LM	Savannahs	William Ryan Homes	5657	\$ 3,248.00
Cumulative Total:						\$ 45,472.00



**NORTHERN MORAIN
WRD**

Northern Moraine WRD Project Grant Tracking

Rev. May 7, 2021

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Darrell Road Unsewered Facilities Project – Darrell Road Phase 1B	2020	Rebuild Illinois Fast Track Public Infrastructure Grant Program	DCEO	\$3,494,973	-	\$3,494,973	5/20/2020	Not Awarded
Darrell Road Unsewered Facilities Project – All Phases	2020	Rebuild Illinois Public Infrastructure Grant Program	DCEO	\$4,995,160	-	\$18,500,493	6/24/2020	Under Review
Control Building Electrical Upgrades Project	2020	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)	DCEO	\$200,000	\$200,000	\$445,494	6/23/2020	Awarded/ In-Progress
Unsewered Community – Village of Holiday Hills	2020	Unsewered Communities Construction Grant Program	IEPA	\$3,495,600	\$3,495,000	\$6,700,000	12/31/2020	Awarded/ In Progress
Darrell Road Unsewered Facilities Project	2020	Unsewered Communities Construction Grant Program	IEPA	\$5,000,000	-	\$18,350,000	12/31/2020	Not Awarded
Lakemoor Lift Stations	2021	Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)	DCEO	\$400,000	\$400,000	\$732,730	3/11/2021	Under Review
*Darrell Road Unsewered Facilities Project	2021	FY2022 Appropriations Request Form IL-14 (Google Form)	US House Representative Underwood	\$18,350,520	-	\$18,350,000	3/5/2021	Not Awarded
Expected Grant Amount (rev. April 2021)					\$4,095,600			

*District made the same request to US House Representative Underwood's Office for Holiday Hills full project cost. This was done prior to the District being informed that the Unsewered community grant was approved.



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**Northern Moraine WRD - Septage Receiving Tracking
FY 2020-21**



Month	Loads	Gallons	Revenue FY20-21	Revenue FY19-20
May-20	19	53200	\$3,396.60	\$1,260.00
Jun-20	20	63400	\$3,763.80	\$1,320.00
Jul-20	25	80700	\$4,528.80	\$711.00
Aug-20	16	58900	\$2,927.40	\$1,335.00
Sep-20	22	78250	\$3,937.20	\$777.00
Oct-20	22	74950	\$4,018.80	\$2,304.00
Nov-20	19	69900	\$3,488.40	\$2,550.00
Dec-20	7	25850	\$1,285.20	\$1,968.60
Jan-21	9	32100	\$1,632.00	\$1,642.20
Feb-21	4	13600	\$734.40	\$1,632.00
Mar-21	28	91435	\$5,151.00	\$2,682.60
Apr-21	26	86200	\$4,763.40	\$2,488.80
Total	217	479300	\$39,627.00	\$20,671.20

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time	Type
April	4/1/2021	Comm. Sewer & Septic	3000	Flat Rate	\$173.40	1:15pm	Septic
	4/1/2021	Weidners	3400	Flat Rate	\$183.60	3:15pm	Septic
	4/2/2021	Weidners	3250	Flat Rate	\$183.60	10:55am	Septic
	4/2/2021	Weidners	3250	Flat Rate	\$183.60	2:00pm	Septic
	4/6/2021	Weidners	3300	Flat Rate	\$183.60	11:45am	Septic
	4/7/2021	Weidners	3300	Flat Rate	\$183.60	9:00am	Septic
	4/8/2021	Comm. Sewer & Septic	3200	Flat Rate	\$173.40	-	Septic
	4/8/2021	Weidners	3400	Flat Rate	\$183.60	9:10am	Septic
	4/8/2021	Weidners	3700	Flat Rate	\$183.60	12:30pm	Septic
	4/8/2021	Weidners	3700	Flat Rate	\$183.60	3:15pm	Septic
	4/13/2021	Weidners	3800	Flat Rate	\$204.00	9:15am	Septic
	4/16/2021	Weidners	3600	Flat Rate	\$183.60	10:35am	Septic
	4/16/2021	Weidners	3800	Flat Rate	\$204.00	11:45am	Septic
	4/18/2021	Comm. Sewer & Septic	3000	Flat Rate	\$173.40	2:18pm	Septic
	4/19/2021	Comm. Sewer & Septic	1000	Flat Rate	\$173.40	10:47am	Septic
	4/20/2021	Weidners	3800	Flat Rate	\$204.00	9:00am	Septic
	4/20/2021	Weidners	3700	Flat Rate	\$183.60	9:30am	Septic
	4/21/2021	Comm. Sewer & Septic	2250	Flat Rate	\$173.40	-	Septic
	4/22/2021	Comm. Sewer & Septic	3000	Flat Rate	\$173.40	9:00am	Septic
	4/23/2021	Weidners	3750	Flat Rate	\$183.60	9:00am	Septic
	4/23/2021	Weidners	3500	Flat Rate	\$183.60	9:40am	Septic
	4/27/2021	Weidners	3500	Flat Rate	\$183.60	10:00am	Septic
	4/27/2021	Weidners	3750	Flat Rate	\$183.60	12:15pm	Septic
	4/28/2021	Weidners	3750	Flat Rate	\$183.60	9:30am	Septic
	4/29/2021	Weidners	3500	Flat Rate	\$183.60	9:15am	Septic
	4/29/2021	Comm. Sewer & Septic	3000	Flat Rate	\$173.40	10:00am	Septic

NMWRD Sewer Connection Permit Tracking
 FY 2020-21



Permit Date	Address	City	Subdivision/ Business	Re-Connect, Repair, Demo or New Connection	Permit Owner	Permit No.	Connection/ Inspection Fee	Darrell Road Special Connection Fee
6/19/2020	204 Eastwood Avenue	PB	Eastwoods	Repair	Wielogorski	5299-B	\$ 100.00	\$ -
6/29/2020	32044 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5647	\$ 7,674.00	\$ 3,248.00
6/29/2020	32054 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5648	\$ 7,674.00	\$ 3,248.00
8/11/2020	733 Dartmouth Drive	IL	Dartmouths	Repair	Carver/Mr. Rooter	1627-A	\$ 100.00	\$ -
8/19/2020	215 Eastwood Court	PB	Eastwoods	Demo	VOPB/Modern Concrete Inc.	5378-A	\$ -	\$ -
8/27/2020	32052 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5649	\$ 7,674.00	\$ 3,248.00
9/10/2020	32064 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5650	\$ 7,674.00	\$ 3,248.00
9/15/2020	32051 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5651	\$ 7,674.00	\$ 3,248.00
9/21/2020	32038 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5653	\$ 7,674.00	\$ 3,248.00
10/27/2020	32048 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5654	\$ 7,674.00	\$ 3,248.00
10/27/2020	32050 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5655	\$ 7,674.00	\$ 3,248.00
12/2/2020	316 Richard Ct	LM	Richards	Repair	Sosa/Blanton	0214-C	\$ 100.00	\$ -
12/2/2020	520 Wegner Rd	LM	Wegners	Modification	O'Kerns/S&K Plumbing	5038-A	\$ 100.00	\$ -
1/28/2021	720 Nottingham Ct	IL	Nottinghams	Repair	Hetterschein/Blanton	2113-A	\$ -	\$ -
2/11/2021	32058 Savannah Dr	LM	Savannahs	New Connection	William Ryan Homes	5656	\$ 7,674.00	\$ 3,248.00
2/26/2021	677 Nantucket Way	IL	Nantuckets	Repair	Kane/Blanton Plumbing	927-A	\$ -	\$ -
3/4/2021	32057 Savannah Dr	LM	Savannahs	New Connection	William Ryan Homes	5657	\$ 7,674.00	\$ 3,248.00
3/5/2021	902 Wembley Dr	IL	Wembleys	Repair	Meyer	1816-A	\$ -	\$ -
3/17/2021	3612 Lakeview Dr	IL	Lakeviews	Rebuild	-	349-A	\$ 100.00	\$ -
3/22/2021	3275 Oxford Ct	IL	Oxfords	Repair	McMahon/Windy City Rooter	863-A	\$ 100.00	\$ -
4/7/2021	865 Portsmouth Dr	IL	Portsmouths	Repair	Voss/Reiche Plumbing	1120-A	\$ -	\$ -

	Standard Connections	Darrell Road Connections
FY 2020 - 2021 Total:	\$ 77,340.00	\$ 32,480.00
Approved Budget FY 2020 - 2021	\$ 108,536.00	\$ 25,984.00
Approved +/- vs. Current YTD	\$ (31,196.00)	\$ 6,496.00



NORTHERN MORAINE W R D

NMWRD April 2021 Operations Report

As of May 7th, 2021

Prepared by: Luke Markko, Superintendent

Holiday Hills – The big news in the District is the \$3.5 million grant to help in providing sanitary sewer service to The Village of Holiday Hills. Details on the District’s progress in this endeavour can be found in the Engineer’s and Manager’s reports. I participated in an interview with Sam Lounsberry of the Northwest Herald to assist in his understanding of what happens to wastewater when it comes to the District’s treatment plant as part of his coverage of the grant and what it means for Holiday Hills and the District. It was quite a surprise to see the story on the front page several days later!



NMWRD Makes Headlines!

Central States Water Environment Association (CSWEA) Operations Award – I am excited to report that I find myself very fortunate, and honored to have been selected by my colleagues in the wastewater industry to receive the 2021 CSWEA Operations Award. A description of the award by CSWEA reads, “*This award is given to a wastewater treatment plant operator in recognition of outstanding performance of a wastewater treatment plant and demonstration of professionalism in the performance of their duties. The award is given to one operator per year for each of the member states.*” I will be receiving the award on May 19th. While this award represents a significant and very meaningful career milestone for me personally, I am grateful to the District for providing my co-workers and I workspace that encourages professional growth and development on a regular basis. A brief sidebar was run in the Northwest Herald shortly after the article about the Holiday Hills grant. I am happy to see the District getting some very positive press!

Mutual Aid: Village of Wauconda – An April 19th, District staff helped Wauconda Public Works in hydro-excavating a water main break while their vac truck was out for service. They were kind enough return the favour on May 4th, while the District vac truck was out for service when a sanitary main in Lakemoor required cleaning. This continues the District’s longstanding efforts to participate in mutual aid whenever the need may arise.



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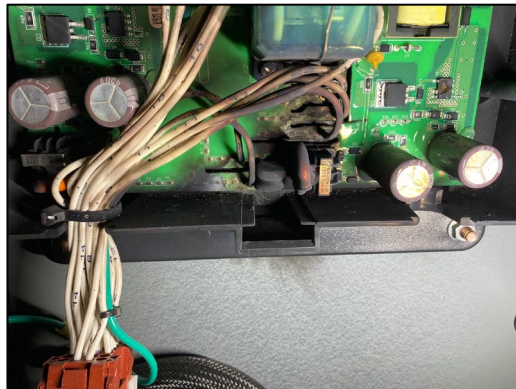


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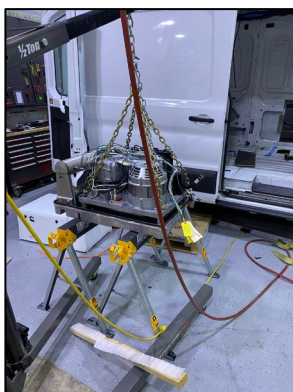
NORTHERN MORAIN W R D

Woodman's Lift Station – As reported last month, there was a control board on the automatic transfer switch (ATS), associated with the Woodman's Lift Station backup generator. Warranty repairs have been made and the unit is back in operation.



Scorch marks on ATS control board following short circuit.

Televising Van Upfitting – SAE Customs in Lakemoor continues to make progress on the Televising Van. This vehicle will be replacing the trailer that is currently used to transport and operate the District's televising equipment. They will be installing a generator to power equipment, HVAC for the workspace in the rear, interior workspace lighting, exterior safety lighting, a swing-out gantry to deploy the robotic camera, hot & cold-water plumbing, and a floor-to-ceiling finished workstation. This vehicle will be moving throughout the District's entire service area, so a vehicle wrap with public education messaging is being considered. Our current approach has resulted in purchase of the base vehicle at \$29,000, direct purchase of equipment at \$7,500, and the upfitting by SAE Customs at about \$16,000. There may be some additional needs as we build this from the ground up, but our current investment of \$52,500 is well below the \$280,000 price tag of a brand new fully equipped vehicle.



A generator was installed to provide power to the televising camera, cable reel, computer, and control module.



NORTHERN MORAINE W R D

Treatment Plant Generator – On Wednesday 5/5, the governor control board on the treatment plant backup generator failed. This item is integral in the starting and timing of the generator’s engine. Without it, the generator cannot run and there is no backup power supply for the treatment plant in the event of a power outage. This has prompted the rental of a trailer-mounted generator to serve as the District’s backup power supply until the repairs have been made. At this time, we are expecting the replacement control board to arrive and be installed today, 5/7. There are future plans unrelated to the issue involving the fuel supply to the generator. Currently diesel fuel is stored in a 2,000-gallon bulk storage tank located in the parking lot at the treatment plant. From there it must then be pumped into a day-tank that serves as an intermediate fuel supply to the generator and provides a closer point for the generators fuel pump to draw from. This day tank dates to the original generator that was installed in 1978. It is beginning to show its age, is a weak link in backup power supply for the facility, and is currently located in an area that will need to be renovated when the treatment plant electrical upgrades (another grant funded project!) are made. Staff have been working with Trotter and Associates to explore the feasibility of relocated the bulk storage tank closer to the generator and eliminating the day tank altogether. Initial data indicates that this can be done.



The day tank is equipped with pumps to draw from the bulk tank.

Office Improvements – Prompted by concerns with COVID, the knee walls that separated the Superintendent’s office from the operator workstations were extended to the ceiling, providing a barrier against airflow. During the remodel that took place a couple of years ago, the walls were installed and only came up about 6 ft and there was no door. This is in the Control Building at the treatment plant and provides the additional benefit of some discretionary privacy if needed.



Completed walls with windows to allow light to pass through.



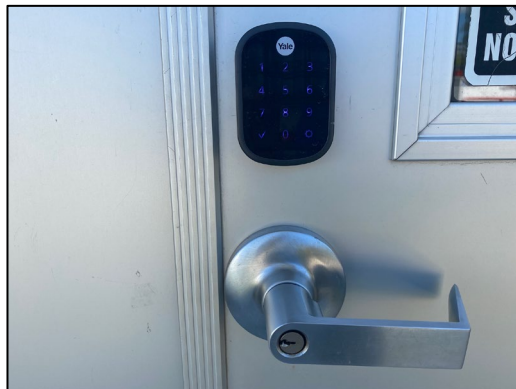
As you can see, I have some aspiring artists at home.





NORTHERN MORaine W R D

Keyless Door Locks – Keyless entry locks have been installed on building doors at the wastewater treatment plant. Like the ones recently installed at the District Office, they provide more control over security in that staff are assigned a PIN rather than a key that can be copied or lost. In the case of interns coming and going it provides an easy way to provide a new intern with access to facilities, and then remove it when their time with the District has concluded. The same goes for contracted services such as cleaning. A future upgrade could even all staff to provide somebody with remote access if needed.



These keyless locks install with relative ease.

RAS Meter Vault – A PO has been issued to Dahme Mechanical for installation of a magnetic flow meter on the return activated sludge (RAS) piping that conveys sludge from the Clarifiers back to the Oxidation Ditch. The District has already purchased the meter along with a precast concrete structure, and a valve that will be part of the installation. We are also coordinating the excavation and procurement of a crane for placement of the structure directly. This meter will allow for more refined process control of the activated sludge process in that it can be utilized to pace the speed of the RAS pumps and provided a metric that allows us to balance the recirculation rate of the RAS with the influent flow into the treatment plant. This work is currently scheduled to begin on May 24th.





NORTHERN MORAIN W R D

Pavement Grading – District staff have begun excavating and grading in preparation for new pavement to be laid. The pavement plans include an extension of the Western extent of the drive that will wrap around the clarifiers and allow better accessibility for the vac truck when cleanings of the clarifiers are required. The existing portion of the drive behind the clarifiers is made of gravel and is prone to becoming soft during wet weather. A fully loaded Vector and mud do not mix well. Additional improvements with the new pavement plan include curbs to assist in directing storm water into the storm sewers.

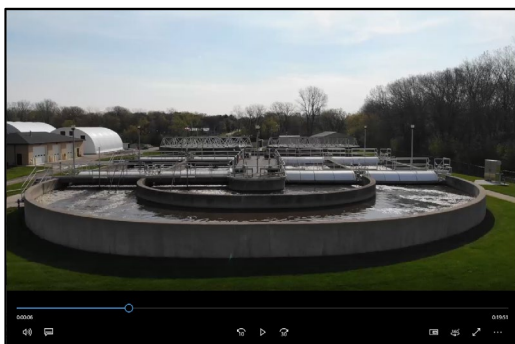


Gravel driveway was widened to allow work on the North Clarifier.

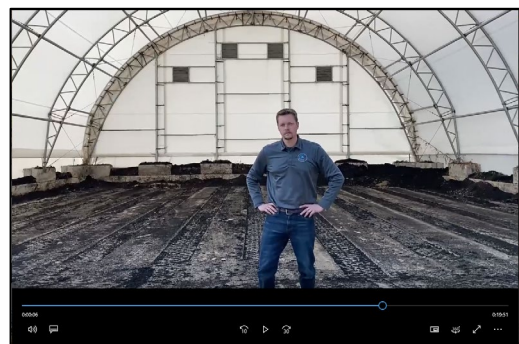


Our skid steer has been quite useful on this project.

Virtual Facility Tour - Staff have put together a virtual tour of Northern Moraine’s wastewater treatment facility to provide an informative tool. We crafted the tour so that it can be utilized in several ways such as an educational item that can be used in schools, a virtual tour for professional associations, or something the interested public can seek out. Final editing of the tour should be wrapped up soon.



Drone videography was utilized to capture some shots.



Going over the solids handling processes at NMWRD.



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NORTHERN MORAIN W R D

Sludge Conveyor – Significant progress has been made with the new sludge conveyor. The old temporary arrangement utilizing the original sludge conveyors was mostly removed, leaving only a short horizontal section coming from the centrifuge located inside the Dewatering Building outside. A concrete pad was then poured between the building, and the covered storage bed to provide support for, and a smooth surface for maneuvering the conveyor. The pad may also be the footprint for a future enclosure. Several modifications were made to the conveyor to improve safety and operation. E-Stop cables were installed the full length of the unit on both sides so that an emergency shutdown of the conveyor can be made. Conduit was added to allow spotlights to be mounted on the end and provide illumination in low-light conditions. Electrical modifications are underway to integrate the operation of the conveyor with the centrifuge operational sequence.



Old sludge conveyor removal.



Horizontal section trimmed back.



Concrete pad being poured.



Almost done!





NORTHERN MORAIN W R D

NMWRD Engineering Report

Date: May 7th, 2021

Prepared by: Joe Lapastora, E.I.T. – Staff Engineer

Holiday Hills:

[Project Update] – The District was tentatively approved for a \$3.5M IEPA grant to help fund connecting Holiday Hills to the District’s sanitary sewer network and a public meeting is scheduled for Tuesday, May 11th. See Manager’s Report for more updates relating to the potential Holiday Hills project. Moving forward, engineering related updates will appear in this report.

Wegner Road Storm Improvements:

[Project Update] – The District contacted both the Village of Lakemoor and Project Design Engineer, J Condon and Associates, in mid-March for a project update. VOL stated that they have not seen any permits for the project and J Condon stated that the project had been reviewed by the County and the Village and they are currently working on addressing comments with resubmittal to the County planned for early April. Project start date has yet to be set and District operators will continue to monitor JULIE locates for any upcoming work.

Asset Management:

[Project Update] – The District has successfully completed Phase 1 of our new Asset Management Software (Cartegraph). A P.O. was issued for Phase 2 and the District is currently waiting for the project implementation schedule which should start in mid-May.

Sewer Televising & Cleaning Plan:

[Project Update] – A detailed Sewer Televising & Cleaning Plan has been adopted which dictates the breakdown of gravity mains that are to be cleaned/televised in any given year, coinciding with the District’s CMOM plan. Utilizing Cartegraph, the District’s cleaning and televising plan is now fully integrated into the Cartegraph atlas. As discussed in the Operations Report, the District made some significant progress with outfitting the televising van, and District operators will begin cleaning and televising per the final cleaning and televising plan once the full buildout is complete.

Phosphorous Discharge Optimization Plan:

[Project Update] – District staff continued to follow-up on PDOP punchlist items provided by Fehr Graham through the month of April. The most recent action item involved performing soluble non-reactive phosphorus (SNRP) testing on the District’s influent and effluent. It was discovered that this constituent was nearly non-detectable so there is no concern, and the next step is to move into testing within the District’s collection system.



NORTHERN MORAINÉ W R D

MS2 Bar Screen at Headworks:

[Project Update] – The District purchased a Headworks brand MS2 bar screen in April 2020 and an RFP draft is in the works which breaks down the contract work into the necessary trades (i.e. demolition, electrical, mechanical, etc.). This bid package was delayed while the District pushed out commodity bids and service contracts were being completed. Once finalized, we will seek bids for each component of the work and move forward with the install.

Buona Beef Restaurant:

[Project Update] – The District received revised MEP plumbing plans for the Buona Beef development that is set to be constructed on the lower portion of Lot 5 of the Lakemoor Commons, showing a reduced meter size of 1.5” that was previously listed as a 2” meter. The plans, along with the updated IEPA WPC-PS-1 and Schedule A/B permit documents, were sent to Trotter and Associates for review and a connection fee document was issued on April 12th. Note that the final total connection fee is \$46,485. The District will be ready to issue the permit once their IEPA permit is received along with connection fee payment. A project start date has yet to be set. Updates to follow next month.

Lakemoor Commons Lot 5 (Starbucks, Chipotle and Future Tenants):

[Project Update] – A retail development is set to be constructed on the upper portion of Lot 5 of the Lakemoor Commons that will include four (4) buildings. Two (2) of the buildings have are reserved for Starbucks and Chipotle while the other buildings are for future tenants. According to the Lake County GIS, Lakemoor Commons Lot 5 has been annexed to the District’s corporate boundary. The retail development Civil Plans along with the MEP plans have been reviewed by Trotter and Associates and review comments were sent to both raSmith and Keystone Construction in early April. The District is awaiting revised final plans and a project start date has yet to be set. Updates to follow next month.





NORTHERN MORAIN W R D

In addition to the work relating to the above projects, the following engineering related work is also being performed;

- Miranda Durbin's time with the District as an Engineering Intern came to an end this week. Miranda is set to graduate from MSOE this semester and has accepted a full-time position with an engineering firm. District employees were able to say their goodbyes and send her well wishes on her future endeavors when she returned her District provided laptop. Moving forward, the District will be onboarding two (2) engineering interns during the month of May. Maren Prokup, a Colorado School of Mines student, is set to start with the District on May 12th. On May 17th, our second engineering intern, Clarie Snitovsky, an Illinois Institute of Technology student, is set to start. All office equipment has been ordered for both interns and we are currently working with our IT staff to ensure their laptops are tied to the District server on their respective start dates. Task lists are currently being developed for summer work as each intern will have separate responsibilities and some work that they will work in tandem on. Some projects that the interns will be assisting with include; Cartegraph assets attribute data collection and software population for Phase 2, assist in summer projects for construction (i.e. Buona Beef, Starbucks, Chipotle) and also help with preliminary work associated with Holiday Hills, among other tasks.
- The District's digitizing efforts with Hainesville Print and Copy resumed in March and we will continue to work towards getting all historical plan sets in a digitized format on the Server.
- The District was able to provide some surveying and locating assistance to Trotter and Associates in early May. It was discovered that the construction record drawings for the Dowell Rd and River Rd Roundabout project were inaccurate and District Staff Engineer, Joe Lapastora, and District Operator Tim Hendrickson assisted in locating the relocated forcemain valve vault(s). It was discovered that the structures were buried sometime after the pressure testing of the relocated forcemains, and we assume this was done by the sub-contractor who performed the shoulder paving. We reached out to McHenry DOT and expressed our displeasure that these structures were buried, however, we expect the county to bring these structures up to grade, given the importance of these structures as they relate to the potential future project in the Holiday Hills sanitary sewer extension. As this report was being typed, I received a call from the McHenry DOT construction manager, and he stated that he will likely have one of his crews work on this effort and will follow-up next week with updates.





NORTHERN MORAINE W R D



Hydroexcavating with District Vac and surveying equipment.



Valve Vault 1. The 2nd valut was not located due to road undermining concerns.

- The District is preparing for future paving for the treatment plant, and we have begun excavating at the West side of the treatment plant. District Operator, Walter Amador, performed excavating with the District skid steer, while Staff Engineer, Joe Lapastora, assisted with surveying to confirm that we were excavating to the appropriate depth. Although this is a good start, some pooling groundwater was discovered at the subbase grade which will need to be addressed. See picture of the excavated area below.



Excavated area utilizing District skid Steer and surveying equipment.



Water pooling at sub-grade. Stone is being added to allow for steer to move.

- The District had a great opportunity present itself while we were preparing to record raw footage for the Virtual Plant Tour that will be featured at the CSWEA Annual Meeting next month. The District's contracted hauler was scheduled to transport our sludge to the farm field in early April for land application and we were able to bring the drone out to grab some video for the plant tour. See below for some screenshots for the land application of sludge process.





NORTHERN MORAIN W R D



- As noted in the section above, NMWRD was presented a great opportunity to showcase our plant in the form of a virtual plant tour at the upcoming CSWEA Annual Meeting. The final video came out great and we are excited to share with the Board member if they are interested. Furthermore, this virtual plant tour served as a dual-purpose effort as NMWRD now has a reliable Public Education resource that we can share with local schools, any interested local agencies, and any passionate public members who are eager to learn more about what we do.
- Other engineering related efforts that were started/completed during the month of April include; All Commodity Bids contracts have been executed as we enter the service period. The District is working on creating online GIS maps for NMWRD related easements as we look to utilize our ArcGIS online account. Finally, we are approaching the annual asset valuation period, so the District will compile an up-to-date asset list to provide to CBIZ.





NORTHERN MORAIN W R D

DELINQUENT ACCOUNTS RECAP FOR April 2021

Revised: 05/06/21 by Debi Martin, District Clerk

\$150-\$300

88 Active Accounts

Island Lake – 55 customers
55 Notices of Delinquency
Lakemoor – 25 customers
25 Notices of Delinquency
Port Barrington – 8 customers
8 Notices of Delinquency

\$301-500

36 Active Accounts

Island Lake – 10 customers
10 Liens – 8 Water Shut Off Notices, 1 Final Water Shut Off Notice, 1 with water off
Lakemoor – 20 customers
20 Liens – 8 Final Notices of Delinquency, 6 Sewer Disconnection Notices, 6 Water Shut Off Notices
Port Barrington – 6 customers
6 Liens - 5 Final Notices of Delinquency, 1 Sewer Disconnection Notice

\$501-\$1000

9 Active Accounts

Island Lake – 4 customers
4 liens – 3 with water off, 1 to be disconnected from sewer
Lakemoor – 5 customers
5 liens – 1 with water off, 4 to be disconnected from sewer

\$1001 and up

5 Active Accounts

Island Lake – 2 customers
2 liens – 2 with water off
Lakemoor – 2 customers
2 liens – 2 being disconnected/being given to Village
Port Barrington – 1 customer
1 Lien – 1 to be disconnected from sewer/in foreclosure

Delinquent Accounts total (active and inactive customers): \$38,706.31 (\$12,435.29 inactive accts)

April 2020's report: \$46,853.28
April 2019's report: \$54,746.22

MONTHLY ACTIVITY:

4773	Monthly Bills mailed 5/01/21 (for April service)	88	Notices of Delinquency mailed 5/03/21
427	Bills <u>not</u> mailed – customers prepaid on their accounts	13	Final Notices of Delinquency mailed 5/03/21
14	Water Shut Off Notices mailed 5/03/21	27	Real Estate closings for April 2021
7	Sewer Disconnection Notices mailed 5/03/21	1	Final Water Shut off Notice mailed on 5/03/21
30	Liens released in April	21	Liens Filed in April



113 Timber Trail, PO Box
240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORAINE W R D

AGENDA ITEM # 15A

<u>Meeting Date:</u>	May 11, 2021
<u>Item:</u>	Public Hearing; NMWRD FY 2021-22 Budget
<u>Staff Recommendation:</u>	Pursuant to State Statute, it is incumbent that the Board of Trustees conducts a Public Hearing on the proposed 2021-22 Fiscal Year Budget prior to taking final action and adopting the budget.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The proposed budget for Fiscal Year 2020-21 was submitted to the Board at the March 9, 2021 Board of Trustees meeting and has been on public display prior to final action. A public notice of this public hearing was published in the Northwest Herald on March 11, 2021 and that notice indicated the availability of the proposed budget for public inspection. At the March Board meeting, a presentation was provided on the goals, objectives and other highlights of the proposed budget for the fiscal period and staff has been available to answer any questions from Trustees or the public. The budget document will be presented for final action under the next agenda item.

Recommendation:

It is recommended that the Board President conduct a Public Hearing pursuant to the public notice published on March 11, 2021. Upon receiving any and all comments from the public, the Public Hearing should be closed.

Votes Required to Pass:

Simple Majority, via a roll call vote



Certificate of the Publisher

Northwest Herald

Description: BUDGET AVAILABILITY
18670661

NORTHERN MORAIN WASTE WATER RECLAMATION
PO BOX 240
ISLAND LAKE IL 60042

Shaw Media certifies that it is the publisher of the Northwest Herald. The Northwest Herald is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Crystal Lake, County of McHenry, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Northwest Herald, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 03/11/2021

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by John Rung, its publisher, at Crystal Lake, Illinois, on 11th day of March, A.D. 2021

Shaw Media By:



John Rung, Publisher

Account Number 10002435

Amount \$89.20

PUBLIC NOTICE

Northern Moraine
Wastewater Reclamation
District
Proposed Operating Budget
Available for Public Review
The proposed operating
Budget of the Northern
Moraine Wastewater
Reclamation District for the
fiscal year May 1, 2021 to
April 30, 2022 will be
considered for adoption at
a regular meeting of the
Board of Trustees on May
11, 2020 at 7:30 p.m. that
is currently scheduled to be
held virtually. A public
hearing will be conducted
prior to adoption of the
budget. A copy of the pro-
posed Budget will be avail-
able for public inspection
via the District's website
beginning March 15,
2021. See:
www.nmwrld.org. Copies
of the Budget can also be
available via regular mail
by calling (847) 536-3300
or e-mailing
info@nmwrld.org.
The District office is locat-
ed at 113 Timber Trail,
Island Lake Illinois. Office
hours are 8:00 a.m. to
4:00 p.m. Monday through
Friday. All Board of
Trustees meetings are
open to the public.
**NOTE: DUE TO CONCERNS
RELATED TO COVID-19,
THE DISTRICT'S LOBBY IS
CURRENTLY CLOSED TO
THE PUBLIC.**

(Published in the Northwest
Herald March 11, 2021
1867066



NORTHERN MORAINE W R D

AGENDA ITEM # 15B

<u>Meeting Date:</u>	May 11, 2021
<u>Item:</u>	Adoption of the NMWRD FY 2021-22 Budget
<u>Staff Recommendation:</u>	Motion to adopt the NMWRD operating budget for the 2021-22 Fiscal Year as proposed.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The proposed budget document was provided to the Board along with a presentation at the March 9, 2021 Board meeting. The budget has been on public display since March 15. There have been no changes made to the proposed budget since the time of posting and no changes are contemplated at this time.

Recommendation:

Following the required Public Hearing, the Board is requested to deliberate and discuss any questions or concerns with the District Manager. It is the recommendation of the District Manager that the proposed budget, as may be additionally revised by Trustees during deliberations, be approved.

Votes Required to Pass:

Simple Majority, via a roll call vote





NORTHERN MORaine W R D

AGENDA ITEM # 15C

<u>Meeting Date:</u>	May 11, 2021
<u>Item:</u>	Approve Engineering Services for Holiday Hills Sewer Extension
<u>Staff Recommendation:</u>	Motion to Approve an Agreement with Trotter and Associates, Inc. in the amount of \$57,000 for Engineering Services – Planning Phase of the Holiday Hills Sewer Extension and Authorize the District Manager to execute the Agreement
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The work for Holiday Hills has been quick since we received notice of the \$3.5M grant. Since then, we have been working continuously with our engineers, attorney and public relations firm to put together a package that will be appealing to the residents and allow us to complete this necessary infrastructure improvement. This work has required a good amount of coordination with the Village of Holiday Hills, Nunda Township and multiple permitting agencies. Efforts by TAI were started almost immediately after we received notice of the grant and has continued since then. This services agreement includes assisting with an intergovernmental agreement, confirming feasibility of the 2007 Feasibility Study recommendation, preparing a conceptual alignment and inverts, creating initial correspondence and dialogue with environmental agencies, and identifying easement issues. Upon completion of this initial level of effort, survey and preliminary design can proceed with a new contract or contract amendment.

Recommendation:

It is staff recommendation to Approve an Agreement with Trotter and Associates, Inc. in the amount of \$57,000 for Engineering Services – Planning Phase of the Holiday Hills Sewer Extension and Authorize the District Manager to execute the Agreement.

Votes Required to Pass:

Simple Majority via a Roll Call Vote

RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAIN
WASTEWATER RECLAMATION DISTRICT that the Board of Trustees approves entering into an
agreement with Trotter and Associates, Inc. in the amount of \$57,000 for Engineering Services
- Planning Phase of the Holiday Hills Sewer Extension and Authorize the District Manager to
execute the Agreement

DATED this ___ day of _____, 2021

NORTHERN MORAIN WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK



April 12, 2021

Northern Moraine Wastewater Reclamation District
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Attn: Mohammed Haque, PE, District Manager

Re: Unsewered Community - Village of Holiday Hills Sanitary Sewer Project
Professional Services Agreement

Dear Mr. Haque:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the Engineering Services Agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. Otherwise, please sign and return one copy of the agreement.

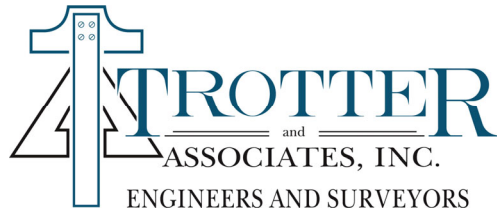
Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, PE, BCEE
President



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April 12, 2021

Northern Moraine Wastewater Reclamation District
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042

Attn: Mohammed Haque, PE, District Manager

Re: Unsewered Community - Village of Holiday Hills Sanitary Sewer Project
Professional Services Agreement

Dear Mr. Haque:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Northern Moraine Wastewater Reclamation District (CLIENT) for the **Unsewered Community - Village of Holiday Hills Sanitary Sewer Project** (hereinafter referred to as the "PROJECT").

PROJECT BACKGROUND

The Village of Holiday Hills is located within the District's Facility Planning Area. The District is the Designated Management Agency responsible for providing wastewater collection and treatment to each of the communities within its FPA. It is the District's policy to make a concerted effort to facilitate the extension of sanitary sewer service to all communities within its FPA that express interest.

In 1998, the Village of Holiday Hills contracted with Baxter and Woodman Consulting Engineers to perform a sanitary sewer feasibility study. The study identified approximately 276 households within the Village that operate septic systems. It also included an accounting of septic system complaints and failures, as documented by the McHenry County Department of Health, and went into detail regarding problems occurring with the aging septic systems in the Village. A combination gravity sewer and low pressure sewer alternative was identified in the study and favored by the Village Board. However, the cost of this alternative, \$2,952,187, was considered too expensive for the Village to undertake at that time.

In 2007, the District and the Village of Holiday Hills entered into an intergovernmental agreement to author the 2007 Holiday Hills Sanitary Sewer Feasibility Study. Its purpose was to reexamine the costs and benefits of extending sanitary service to the Village.

The 2007 feasibility study re-evaluated three options for service extension to the Village. The first alternative is to take no action and for the Village to remain being privately served through on-site septic systems. The second alternative is the construction of a combination gravity and low-pressure sanitary sewer system. The third alternative is to serve the Village entirely through a low-pressure sanitary sewer system. The 2007 feasibility study recommended that sanitary service be extended to the Village of Holiday Hills and Le Villa Vaupell with construction of a combination gravity and low-pressure sanitary



sewer system. Low pressure sewer must be utilized for areas within the Village where gravity sewers cannot be constructed either because the area is not populated densely enough to provide sufficient flow or due to the topography of the land.

The proposed sewer extension project will provide sanitary sewer service to the 276 single family residences in the Village of Holiday Hills (924 PE) and 29 homes in the Le Villa Vaupell subdivision (277 PE). Residents currently own and maintain private septic systems; however, are prone to flooding and fecal contamination.

PROJECT NEED

Currently, many residents experience trouble related to the overloading of their private septic system. This is more prevalent for residents whose septic systems are located in the Fox River Floodway or Floodplain, or become submerged during wet weather conditions. Residents have experienced problems when operating water consuming appliances like washing machines and dishwashers. Additionally, the use of garbage disposals, which is not recommended at all with a septic system, could significantly exacerbate the problem. Connection to a sanitary sewer system would rectify these problems and allow Village residents to optimize the use of their homes' water consuming appliances and plumbing.

The elimination of nearly three hundred private septic systems located in the Fox River Floodway, Floodplain, and their tributary canals, would greatly improve the region's water quality. Data suggests that failing or overloaded septic systems along the Fox River contribute significantly more fecal coliform bacteria than sewage treatment plant discharges. The systematic removal of septic systems in the Fox Valley is highly endorsed by the Fox River Study Group and the District.

PROJECT COST & FINANCING

The probable capital cost for the Unsewered Community – Village of Holiday Hills Project is \$6,700,000. The cost does not include any easement acquisition costs as may be necessary for the work or construction period interest if the project cost is financed through the Water Pollution Control Loan Program. This cost estimate was provided in the Wastewater Facilities Plan submitted to the Illinois EPA and was updated to 2020 dollars using the cost estimate created in 2007. A detailed probable cost breakdown is provided as Exhibit E.

Unsewered Community – Holiday Hills Project – Probable Costs

Description	Total Cost
GENERAL CONDITIONS	\$ 540,000
SANITARY SEWER IMPROVEMENTS	3,171,000
LIFT STATION & FORCE MAIN	1,144,000
CONSTRUCTION SUBTOTAL	\$ 4,855,000
CONTINGENCY, 20%	971,000
TOTAL CONSTRUCTION COST	\$ 5,826,000
ENGINEERING, 15%	874,000
TOTAL PROBABLE CAPITAL COSTS	\$ 6,700,000



The District has submitted a Wastewater Facilities Plan and Funding Nomination to be pre-approved for a low-interest loan through the Clean Water Loan Program, administered by the Illinois EPA. The District has also been monitoring grant opportunities through State and Federal Departments to offset the cost of this project, including reenactment of the Unsewered Community Grant Fund administered by the Illinois EPA. In March 2021 the District received Notice that they would be awarded a \$3,495,600 Unsewered Communities Construction Grant for the construction of the project.

PROJECT UNDERSTANDING

The project includes construction of a sanitary sewer collection system (gravity and low-pressure sewer) connected to the Northern Moraine Wastewater Reclamation District by existing force main located east of the Village on River Road. Residents would be disconnected from their private septic systems upon connection to the proposed sanitary sewer.

The District has requested civil engineering services to begin planning and development of design documents for the project. This Agreement includes initial stage services for the **Unsewered Community - Village of Holiday Hills Sanitary Sewer Project** as described below.

Based on discussion with District staff our understanding of the project is outlined below:

- Assist the District with an intergovernmental agreement to memorialize the processes involved in attaining project financing, annexation to the District, and finally, connection to the sanitary sewer. Financial implications of the project on the individual homeowners would also be established.
- Review 2007 Feasibility Study recommendation and confirm feasibility, including:
 - review building permits since 2007;
 - update project costs;
 - confirm sanitary sewer and force main routing and proposed lift station location, installation method; and
 - verify capacity of existing 8-inch and 12-inch force main along Lily Lake Road and River Road to convey flow from Holiday Hills.
- Identification of environmental issues, including impacts to wetland and floodplain and other issues such as disposal of trench dewatering activities in proximity to Griswold Lake and the Fox River and provide list of anticipated permit needs.
- Provide anticipated project schedule.
- Identify easement issues.

Once this initial level of effort is complete the next step would include inviting public participation to determine if there is a reasonable level of public support. If so, the District should update the 2007 Feasibility Study, including conducting a data acquisition component from the residents to be served including locations of the existing septic tanks to allow for confirmation of the feasibility and costs.



This Agreement does not include design engineering services, survey, permitting assistance, bidding services, or construction-related services. These services will be provided under a separate Agreement or contract addendum if requested.

PROJECT SCOPE

The initial project planning to be completed under this contract includes the following engineering efforts:

1. Attend three (3) meetings between the District and the Village of Holiday Hills in order to reestablish the intergovernmental agreement.
2. Review 2007 Feasibility Study.
 - a) Review building permits and buildings demolished since 2007;
 - b) Perform a site visit with District staff to review the proposed conceptual layout as presented in the 2007 Feasibility Study to identify any areas of concern or constructability issues;
 - c) Based on the initial recommended layout, develop a sanitary sewer plan which includes conceptual alignment and inverts to determine depth of construction required for implementation;
 - d) Utilizing previously completed studies for Lakemoor Lift Stations #1 & #7 validate the capacity of the existing 8-inch and 12-inch force main along Lily Lake Road and River Road to convey flow from Holiday Hills;
 - e) Update Engineer's Opinion of Probable Construction Cost.
3. Contact local jurisdictional agencies, including McHenry County Health Department, McHenry County Stormwater, Nunda Township Roadway District, McHenry County Highway Department, Illinois DNR/OWR and Army Corps of Engineers to develop a preliminary determination and permitting requirements.
4. Based on feedback from various agencies, provide a project schedule.
5. Utilize TAI in-house registered land surveyor to evaluate property ownership/ROW/easement requirements for implementation. This will not include preparation of the easement documents or property title searches.
6. Provide assistance with the Unsewered Communities Grant and it's requirements.

Upon completion and acceptance of the Initial Phase, Contract Addenda will be prepared to include the further development of the preliminary design to the final design level required for permitting, bidding, and construction.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.



COMPENSATION

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges, if any.

ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached as Exhibit B.

The total compensation for services is \$57,000.

Initial Planning Phase	\$54,000
Grant Administration	\$2,500
Reimbursable Expenses	\$500
<u>Total Authorized for Design Engineering</u>	<u>\$57,000</u>

Reimbursable Expenses. Engineer has incorporated Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER’s Consultant’s charges. The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.



MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.



CONTENTS OF AGREEMENT

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties. For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Northern Moraine Wastewater Reclamation
District:

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

P.O. Box 240
Island Lake, Illinois 60042

Designated Representative: Mohammed Haque

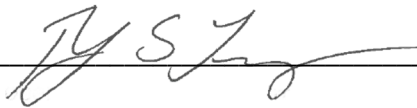
Title: District Manager

Phone Number: 847.526.3300 Ext. 101

Facsimile Number: 847.526.3319

E-Mail Address: haque@nm wrd.org

Trotter and Associates, Inc.:



By: Robert Scott Trotter, P.E., BCEE

Title: President

Date Signed: April 12, 2021

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative: Jillian Kiss, PE

Title: Project Engineer

Phone Number: 630.587.0470

Facsimile Number: 630.587.0475

E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

- EXHIBIT A – STANDARD TERMS AND CONDITIONS
- EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES
- EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS
- EXHIBIT D – CONTRACT ADDENDUM
- EXHIBIT E – DETAILED EOPCC



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CLIENT Initial _____

TAI Initial _____

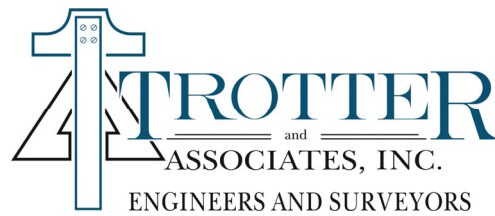


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days,

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to

such liability and other insurance purchased and maintained by Contractor for the Project

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____

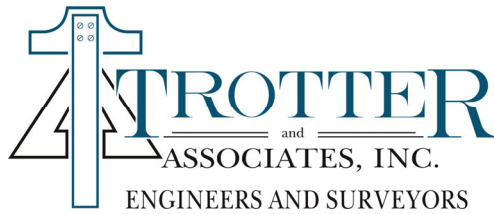


EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES
2021 Reimbursable Expenses

2021 Schedule of Hourly Rates

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$55.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$114.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level II	\$126.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineer Level III	\$138.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$153.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level V	\$173.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level VI	\$198.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer VII	\$208.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer VIII	\$239.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Principal Engineer	\$245.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Technician Level I	\$98.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level II	\$119.00	Comb Binding < 120 Sheets	Each	\$3.50
Technician Level III	\$139.00	Comb Binding < 120 Sheets	Each	\$3.50
Technician Level IV	\$151.00	Binding Strips (Engineering Plans)	Each	\$1.00
Senior Technician	\$167.00	5 Mil Laminating	Each	\$1.25
GIS Specialist I	\$98.00	Copy 11" x 17" - Color	Each	\$0.50
GIS Specialist II	\$114.00	Copy 11" x 17" - Color	Each	\$0.50
GIS Specialist III	\$155.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level I	\$66.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level II	\$78.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level III	\$91.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level I	\$66.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$81.00	Recorded Documents	Each	\$25.00
Survey Crew Chief	\$166.00	Recorded Documents	Each	\$25.00
Professional Land Surveyor	\$200.00	Plat Research	Time and Material	
Department Director	\$198.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Foreman**	\$191.00	Field / Survey Truck	Each Day	\$45.00
Prevailing Wage Survey Worker**	\$186.00	Postage and Freight		Cost
Sub Consultants	Cost Plus 5%	Mileage	Per Mile	Federal Rate

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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CLIENT Initial _____

TAI Initial _____

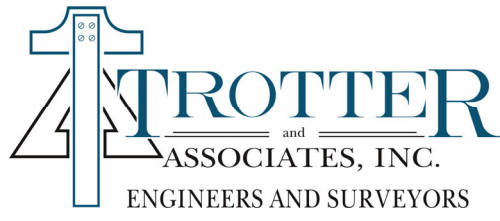


**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[]

TROTTER AND ASSOCIATES, INC.

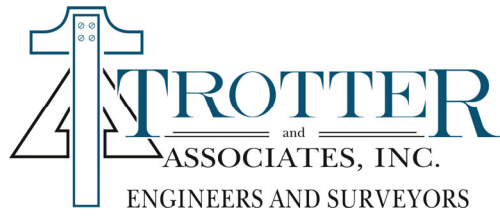
SIGNED:

TITLE

TITLE

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____

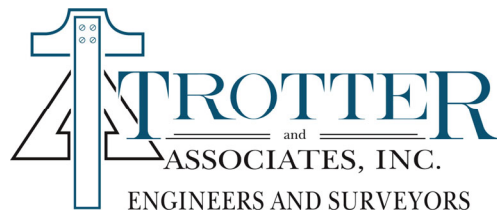
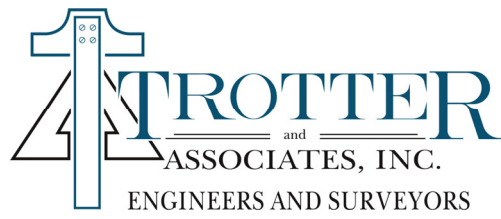


EXHIBIT D
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
(SUBMITTED WITH IEPA PROJECT PLAN – APRIL 2020)

Unsewered Community - Holiday Hills SUMMARY				
GENERAL CONDITIONS				\$540,000
SANITARY SEWER IMPROVEMENTS				\$3,171,000
LIFT STATION/FORCEMAIN				\$1,144,000
SUBTOTAL CONSTRUCTION COSTS				\$4,855,000
CONTINGENCY, 20%				\$971,000
TOTAL PROBABLE CONSTRUCTION COSTS				\$5,826,000
DESIGN ENGINEERING				\$437,000
CONSTRUCTION ENGINEERING				\$437,000
IEPA CONTINGENCY @ 3% OF CONSTRUCTION COST				\$175,000
TOTAL LOAN AMOUNT				\$6,875,000
CONSTRUCTION PERIOD INTEREST @ 1.5%				\$104,000
AMOUNT TO BE FINANCED				\$6,979,000
GENERAL CONDITIONS				
Description	Quantity	Unit	2020 Unit Price	2020 Total
Bonds & Insurance @ 2.5%	1	Each	\$108,000	\$108,000
Overhead and Profit @ 10%	1	Each	\$432,000	\$432,000
TOTAL GENERAL CONDITIONS				\$540,000
SANITARY SEWER IMPROVEMENTS				
Description	Quantity	Unit	2020 Unit Price	2020 Total
8" Sanitary Sewer, PVC SDR 26	21,361	Lin. Ft.	\$62	\$1,324,382
Sanitary Manholes, 4' Diameter	81	Each	\$3,461	\$280,341
Air Release Valve & Vault	4	Each	\$8,998	\$35,992
Sanitary In-Line Cleanout	3	Each	\$8,859	\$26,577
Sanitary End-Cleanout	6	Each	\$4,153	\$24,918
1.25" SDR 11 HDPE San. Service Lateral	1,200	Lin. Ft.	\$43	\$51,600
1.25" Tap, Curb Stop w/ Box	40	Each	\$1,938	\$77,520
1.25" SDR 11 HDPE San. Forcemain	812	Lin. Ft.	\$29	\$23,548
2" SDR 11 HDPE San. Forcemain	1,857	Lin. Ft.	\$32	\$59,424
2.5" SDR 11 HDPE San. Forcemain	628	Lin. Ft.	\$34	\$21,352
3" SDR 11 HDPE San. Forcemain	1,234	Lin. Ft.	\$36	\$44,424
Grinder Pump Unit	40	Each	\$13,842	\$553,680
Traffic Control and Protection	1	Lump Sum	\$41,527	\$41,527
Dewatering	1	Lump Sum	\$41,527	\$41,527
Removal and Disposal of Unsuitable Material	250	Cu. Yd.	\$138	\$34,500
Exploratory Trench	1	Lump Sum	\$6,921	\$6,921
Seeding, Class II w/ Excelsior Blanket	3	Acre	\$3,461	\$9,033
Topsoil Respread	3	Acre	\$13,842	\$36,128
Pavement Removal and Replacement	677	Sq. Yd.	\$208	\$140,816
Driveway Pavement Removal and Replacement	1,208	Sq. Yd.	\$138	\$166,704
Trench Backfill	4,713	Cu. Yd.	\$36	\$169,650
TOTAL SAN. SEWER IMPROVEMENTS				\$3,171,000

CLIENT Initial _____

TAI Initial _____



LIFT STATION/FORCEMAIN				
Description	Quantity	Unit	2020 Unit Price	2020 Total
Excavation	1,500	Cu Yd	\$17	\$25,500
Concrete Slab	20	Cu Yd	\$761	\$15,220
20' x 20' Generator and Control Building	1	Lump Sum	\$55,369	\$55,369
Concrete Wet Well (Cast-in-Place)	1	Each	\$62,291	\$62,291
Dewatering	1	Lump Sum	\$27,685	\$27,685
Concrete Valve Vault	1	Each	\$13,842	\$13,842
Pumps	3	Each	\$13,842	\$41,526
Guiderails and Base Shoe	2	Lump Sum	\$3,461	\$6,922
Pipe Paint	1	Lump Sum	\$3,461	\$3,461
<i>Pipe</i>			\$0	\$0
6" Check Valve (Int)	2	Each	\$692	\$1,384
6" Plug Valve (Int)	2	Each	\$692	\$1,384
6" Raw (Int)	50	Lin.Ft.	\$166	\$8,300
6" Fittings (Int)	8	Each	\$346	\$2,768
4" Air Release Valve	1	Each	\$2,492	\$2,492
8" Forcemain	5,210	Lin.Ft.	\$111	\$578,310
8" Fittings (Ext.)	4	Each	\$1,142	\$4,568
8" Flow Meter (Ext.)	1	Each	\$6,229	\$6,229
Air Release Valve & Vault	4	Each	\$8,998	\$35,992
Generator (90 KW Natural Gas)	1	Lump Sum	\$117,660	\$117,660
Automatic Transfer Switch	1	Lump Sum	\$8,998	\$8,998
Electrical	1	Lump Sum	\$62,291	\$62,291
Variable Frequency Drives	2	Each	\$13,842	\$27,684
Controls	1	Lump Sum	\$16,611	\$16,611
SCADA/ Computer System	1	Lump Sum	\$16,611	\$16,611



NORTHERN MORAINE W R D

AGENDA ITEM # 15D

<u>Meeting Date:</u>	May 11, 2021
<u>Item:</u>	Revised Salary Ordinance
<u>Staff Recommendation:</u>	Motion to Adopt Ordinance 21-03, a Salary Ordinance for Employees of the Northern Moraine Wastewater Reclamation District.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background

In January of 2012 the Board adopted the District's first ever salary ordinance and accompanying salary policy, which set wages based on a comprehensive review of wages paid for similarly situated employees in both public and private sector jobs in the region based on a study completed by the Management Association of Illinois. A key component of the salary policy was the annual review of and adoption of a Salary ordinance that is reflective of current wage trends and works towards the District's compensation plan being more competitive with other employers in the area. The proposed salary ordinance reflects an increase in each grade and step by 2% (last year was 2.5%). This is in line with the adjustment we made the last 2 years relative to CPI adjustments. The only exception is the District Manager's scale, which increased based on the employment agreement that is in place. A comparison of CPI to past Salary Ordinance adjustments is below:

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Salary Adjustment	3.0%	2.5%	2.0%
CPI	1.9%	2.3%	1.4%

Note that revisions in the salary ordinance do not automatically result in wage increases, which are governed by the Salary Policy. The Salary Policy includes the "Guide to Annual Salary Adjustments", as updated in 2013 to reflect the Board's desire to better reward high performing staff members. Wage adjustments are incentive driven and based on the results of annual performance reviews completed by each employee's supervisor and approved by the District Manager.

Alignment with the Strategic Plan

Adopting a revised salary ordinance supports several goals of the District's Strategic Plan including:

- The District provides sound business operations.
- Enhance all facets of District operations through employee development.
- Maintain a culture of fairness, mutual respect and appreciation between the Board and District staff.
- Attract and retain high performing staff members.
- Become the employer of choice within the wastewater field.

Recommendation

It is my recommendation that the Board adopt the revised Salary Ordinance. The adoption of the ordinance fulfills the goal of setting wage adjustments annually via approval of an annual salary ordinance and an increment budget within the annual budget and requires Board approval for any salary exceptions that exceed the salary policy as may be recommended by the District Manager.

Votes Required to Pass

Simple Majority, via a Roll Call vote.

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877											

ORDINANCE 21-03

AN ORDINANCE TO SET THE SALARY STRUCTURE FOR THE NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT FOR THE FISCAL YEAR OF 2021-22

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT, LAKE AND MCHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: All employees of the Northern Moraine Wastewater Reclamation District not covered by a personal employment contract shall be compensated based on the schedule listed in Section 2 of this ordinance.

SECTION 2: Employees classified as Operational Staff fall within Unit 1. Employees classified as Administrative Staff fall within Unit II. Employees classified as Managerial or Engineering staff fall within Unit III, as follows: Part Time Lab/Maintenance Technician, Unit 1, Grade 2; Operator in Training, Unit 1, Grade 4; Wastewater Treatment Facility/Collection System Operator, Unit 1, Grade 8; Wastewater Treatment Facility/Collection System Operator 2, Unit 1, Grade 9; Chief Operator Unit 1, Grade 11; Intern, Unit II, Grade 1; Part Time Office Clerk, Unit 2, Grade 3; Assistant Clerk, Unit 2, Grade 6; District Clerk, Unit 2, Grade 7; Junior Engineer Unit 3, Grade 1; Staff Engineer Unit 3, Grade 3; Superintendent Unit 3, Grade 5; Assistant Manager/District Engineer, Unit 3, Grade 6; District Manager, Unit 3, Grade 7.

		2021		
Operational Staff Non-Exempt				
Unit I				
GRADE	MINIMUM	MIDPOINT	MAXIMUM	
1	14.17	16.67	19.16	
2	15.27	17.96	20.66	PT Lab/Maint.
3	16.45	19.36	22.27	
4	17.74	20.87	23.99	Operator in Training
5	19.13	22.48	25.85	
6	20.60	24.24	27.88	
7	22.21	26.13	30.05	
8	23.95	28.16	32.40	WW Coll Operator
9	25.79	30.35	34.89	WW Coll Operator 2
10	27.81	32.71	37.62	
11	30.87	36.31	41.76	Chief Operator
12	38.77	44.15	49.54	

Administrative Staff Non-Exempt				
Unit II				
GRADE	MINIMUM	MIDPOINT	MAXIMUM	
1	15.59	18.35	21.10	Intern
2	16.91	19.90	22.88	
3	18.35	21.58	24.83	PT Office Clerk
4	19.88	23.40	26.91	
5	21.56	25.38	29.19	
6	23.40	27.52	31.66	Assistant Clerk
7	25.38	29.84	34.33	District Clerk
8	27.52	32.38	37.23	
9	29.84	35.13	40.39	
10	32.37	38.07	43.79	
Managerial/Engineering Staff Exempt				
Unit III				
GRADE	MINIMUM	MIDPOINT	MAXIMUM	
1	58,836	64,720	70,603	Junior Engineer
2	66,179	72,062	77,946	
3	73,521	79,405	85,289	Staff Engineer
4	82,959	89,872	96,785	
5	90,903	98,662	107,228	Superintendent
6	98,844	107,376	117,672	Asst. Manager/Dist. Eng.
7	123,100	151,078	167,864	District Manager

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, as provided by law.

PASSED: This 11th day of May 2021

AYES:
NAYS:
ABSTAIN:

Kenneth A. Michaels, Jr. President

ATTEST:

Deborah Martin, District Clerk

(SEAL)



NORTHERN MORAINE W R D

AGENDA ITEM # 15E

<u>Meeting Date:</u>	May 11, 2021
<u>Item:</u>	Audit Services for FY 2021-22
<u>Staff Recommendation:</u>	For Information Only; No Action Required
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Two years ago, we changed our Auditor from George Roach & Associates to Lauterbach and Amen, LLP. In general, I have been content with their work and they have been able to provide some insight into streamlining our funds while still maintaining integrity. We have been able to reduce 7 funds to 3 funds as of April 30, 2020 and are currently working with Lauterbach & Amen to get our funds cleaned up in Quickbooks. Last year we approved the 2nd year of services with the authority designated to the District Manager to extend the contract an additional 1 year. The contract was for \$7,400 for the first year with subsequent years at \$7,600 (year 2) and \$7,800 (year 3). The current audit is year 3 of their original proposal and will be for \$7,800.

We are looking forward to continuing working with Lauterbach & Amen. This audit will include consolidated funds and work has already commenced.

Recommendation

No Action Needed. Contract Already in Place.

Votes Required to Pass

For information only





NORTHERN MORAINE W R D

AGENDA ITEM # 15F

<u>Meeting Date:</u>	May 11, 2020
<u>Item:</u>	Grant Agreement with Illinois DCEO
<u>Staff Recommendation:</u>	Approve \$200,000 Grant Agreement with Illinois Department of Commerce and Economic Opportunity for the Control Building Electrical Upgrades
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District is the proud recipient of a \$200,000 grant through Senator Craig Wilcox's request in the 2019 Illinois Capital Funding Bill for our Electrical Upgrades project in the Control Building. The original electrical components in this building are old and outdated and badly in need of an upgrade. This project will modernize our Control building and create a climate-controlled room for our major electrical components. The overall project cost is expected to be \$445,494 and is part of the fiscal budget.

Recommendation

Approve \$200,000 Grant Agreement with Illinois Department of Commerce and Economic Opportunity for the Control Building Electrical Upgrades.

Votes Required to Pass

Simple Majority, via a Roll Call vote



INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Northern Moraine Wastewater Reclamation District

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at **500 E Monroe St, Springfield, IL 62701**, and **Northern Moraine Wastewater Reclamation District** (Grantee), with its principal office at **Box 240 113 Timber Trail, Island Lake, IL 60042-0240**, and payment address (if different than principal office) at **N/A**, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **186497046** is Grantee’s correct DUNS Number, that N/A is Grantee’s correct UEI, if applicable, that **362959269** is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$200,000.00** 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 Catalog of Federal Domestic Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1867. The State Award Identification Number is 1867-25343.

1.4. Term. This Agreement shall be effective on **04/01/2021** and shall expire on **03/31/2022**, 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.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT

By: _____
Signature of Sylvia I. Garcia, Acting Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Kenneth A. Michaels, Jr.

Date: _____

Printed Title: District President

Printed Name: _____

Email: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

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

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

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

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

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

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

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

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Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within 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.

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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before Grantor gives written approval. See 2 CFR 200.308.

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

ARTICLE VI BUDGET

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

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 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. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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year end, as dictated in the applicable appendices, such as:

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

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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

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

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time,

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if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

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

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

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

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

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

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

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

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

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

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in

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

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

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

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

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

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

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

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

ARTICLE XI LOBBYING

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

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

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for

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any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. 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 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** 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 200.343; 44 Ill. Admin. Code 7000.440(b).

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in **PART TWO**, **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 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 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 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

ARTICLE XV

AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

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

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

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

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

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

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

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

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

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

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

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(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. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it 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 200.344; 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, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 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 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor

require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

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

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

(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

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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

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing sanitary sewer service and wastewater treatment to more than 15,000 people across Lakemoor, Port Barrington, and Island Lake in Illinois.

The Grantee's overall project will include converting an existing generator room into a designated and climate controlled electrical/control room at the Wastewater Treatment Facility located at 420 Timber Trail in Island Lake. The control building was originally constructed in 1977 and expanded in 1990. The motor control centers, and power equipment is original to the building and requires replacement due to age.

Grant funds will be used for a portion of the costs associated with the purchase and installation of new electrical power and control panel equipment for the construction of the electrical/control room. Grant funds will also be used for the purchase and installation of concrete pads; the replacement of an air conditioning system, relocation of a fuel oil day tank; and ancillary costs such as seeding and fertilizer to restore the grounds to its original condition before renovation. All additional construction related activities to complete the overall project will be paid via other funding sources.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Wiring/Electrical** - to include costs associated with purchase and installation of a switchboard main breaker, branch circuits, variable frequency drives, transformers, conduit and wire, automatic transfer switches; and relocating blower, muffin monster, and local control panel system.
- **Paving/Concrete/Masonry** – to include costs associated with the purchase and installation of concrete and paving materials to construct 2 concrete pads.
- **Mechanical System** – to include costs associated with the purchase and installation of an air conditioner system, wall mounting bracket, and relocation of fuel oil day tank.
- **Other Construction Expenses** – to include costs associated with purchase and installation of seeding and fertilizer.

The completion of this project will benefit the public by increasing efficiency of the Grantee's sewer service and wastewater treatment operations. The Grantee serves to protect public health and the environment and investing

into the Grantee's infrastructure, specifically outdated electrical equipment, is imperative to continue the level of service they provide to the surrounding public.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive \$200,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Award Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (**Exhibit A**), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (**Exhibit A**), any costs incurred prior to the Award Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (**Exhibit A**) and Deliverables or Milestones (**Exhibit B**). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

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.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name: Scott Ladendorf
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-785-9997
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Scott.Ladendorf@Illinois.gov

GRANTEE CONTACT

Name: Mohammed Haque
Title: District Manager
Address: Box 240
113 Timber Trail
Island Lake, IL 60042-0240
Phone: 847-526-3300
TTY#: N/A
Fax#: N/A
Email Address: haque@nmwrd.org
Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

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.

ICQ Section: 05 - Cost Principles (2 CFR 200.400)
Conditions: Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;
Timeframe: One year from the implementation of additional controls.

PRAQ Section: 03 - Audit
Conditions: Desk review for the status of implemented corrective action
Timeframe: Agency re-examines in 6 months;

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 or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS**

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

**ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS**

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS**

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

**ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII

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

33.1. 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.

33.2. 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.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **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. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. 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.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. 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 Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. 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 XXXVII
APPLICABLE STATUTES**

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

37.1. 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.

37.2. 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.

37.3. 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).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. 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.).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS**

38.1. **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.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXIX
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.

39.1. **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.

39.2. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **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.**

39.4. 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.

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 XL
REPORT DELIVERABLE SCHEDULE**

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

May 2021

- Monthly Periodic Financial Report (05/31/2021) - Covering Period of 04/01/2021 - 04/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (05/31/2021) - Covering Period of 04/01/2021 - 04/30/2021; Send To: Grant Manager

June 2021

- Monthly Periodic Financial Report (06/30/2021) - Covering Period of 05/01/2021 - 05/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (06/30/2021) - Covering Period of 05/01/2021 - 05/31/2021; Send To: Grant Manager

July 2021

- Monthly Periodic Financial Report (07/30/2021) - Covering Period of 06/01/2021 - 06/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (07/30/2021) - Covering Period of 06/01/2021 - 06/30/2021; Send To: Grant Manager

August 2021

- Monthly Periodic Financial Report (08/30/2021) - Covering Period of 07/01/2021 - 07/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2021) - Covering Period of 07/01/2021 - 07/31/2021; Send To: Grant Manager

September 2021

- Monthly Periodic Financial Report (09/30/2021) - Covering Period of 08/01/2021 - 08/31/2021; Send To: Grant Manager

- Monthly Periodic Performance Report (09/30/2021) - Covering Period of 08/01/2021 - 08/31/2021; Send To: Grant Manager

November 2021

- Monthly Periodic Financial Report (11/01/2021) - Covering Period of 09/01/2021 - 09/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (11/01/2021) - Covering Period of 09/01/2021 - 09/30/2021; Send To: Grant Manager
- Monthly Periodic Financial Report (11/30/2021) - Covering Period of 10/01/2021 - 10/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2021) - Covering Period of 10/01/2021 - 10/31/2021; Send To: Grant Manager

December 2021

- Monthly Periodic Financial Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager

January 2022

- Monthly Periodic Financial Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager

March 2022

- Monthly Periodic Financial Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager

May 2022

- Monthly Periodic Financial Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- End of grant Closeout Financial Report (05/30/2022) - Covering Period of 04/01/2021 - 03/31/2022; Send To: Grant Manager
- End of grant Closeout Performance Report (05/30/2022) - Covering Period of 04/01/2021 - 03/31/2022; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

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

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois State Historic Preservation Office	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
x _____ Illinois Dept. of Natural Resources	_____	x _____
_____ Illinois Environmental Protection Agency	_____	_____
_____ NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable

agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) **External Sign-Off Provisions:**

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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 and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards 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 (see 14 Ill. Admin. Code Part 680). 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. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. 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. Grantee is permitted to seek from the Grantor 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 Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor’s regularly employed non-resident executive and technical experts.

ARTICLE XLII

BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2021
Grantee:	Northern Moraine Wastewater Reclamation District	DUNS Number:	186497046
NOFO Number:		Grant Number:	20-203383
CSFA Number:			
CSFA Description:			

Section A: State of Illinois Funds

	<u>Summary</u>	<u>Detail</u>
<u>Revenues</u>		
State of Illinois Grant Amount Requested	\$200,000.00	
<u>Budget Expenditure Categories</u>		
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$200,000.00	
1215 WIRING/ELECTRICAL		\$176,665.00
1219 PAVING/CONCRETE/MASONRY		\$2,000.00
1223 MECHANICAL SYSTEMS		\$20,840.00
1233 OTHER CONSTRUCTION EXPENSES		\$495.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$200,000.00	\$200,000.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text"/> %		
Base: <input style="width: 200px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$200,000.00	\$200,000.00

Grantee:

NOFO Number:

Grant Number:

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. If not reimbursement is being requested please consult your program office regarding possible match requirements.

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 you 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 or Restricted Rate Programs).

Select ONLY One:

- 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.
- 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 pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 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 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 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 pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 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.
- 5) No reimbursement of Indirect Cost is being requested.

Rate: %

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:

Grantee: Northern Moraine Wastewater Reclamation District

NOFO Number: 0

Grant Number: 20-203383

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).

Institution/Organization: Northern Moraine WRD

Institution/Organization: Northern Moraine WRD

Signature: _____

Signature: _____

Printed Name: Kenneth A Michaels, Jr.

Printed Name: _____

Title: District President

Title: Treasurer

Phone: 847.526.3300

Phone: 847.526.3300

Date: 11-May-21

Date: 11-May-21

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 into contractual agreements on the behalf of the organization.

Northern Moraine Wastewater Reclamation District
Bills Payable
May 11, 2021

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Open Balance</u>
ACCENT LANDSCAPE DESIGN					
	Bill	05/05/2021	0421-048	06/04/2021	1,720.00
Total ACCENT LANDSCAPE DESIGN					<u>1,720.00</u>
ACE HARDWARE OF LIBERTYVILLE INC					
	Bill	04/27/2021	102745/8	05/27/2021	338.32
	Bill	04/29/2021	102494/8	05/29/2021	33.52
	Bill	05/04/2021	102845/8	06/03/2021	175.56
Total ACE HARDWARE OF LIBERTYVILLE INC					<u>547.40</u>
AMAZON CAPITAL SERVICES					
	Bill	04/16/2021	17LG-WJFC-W4TP	05/16/2021	28.86
	Bill	04/20/2021	1QPC-NF1C-6NH4	05/20/2021	31.31
	Bill	04/25/2021	114X-X9MM-4MM4	05/25/2021	10.29
	Bill	04/25/2021	1W47-HGCM-YFK7	05/25/2021	53.98
	Bill	04/25/2021	13R7-VTJR-14KY	05/25/2021	226.20
	Bill	05/04/2021	1PXP-PMQ4-NCYT	06/03/2021	33.00
	Bill	05/06/2021	19QX-FKPP-NXDH	06/05/2021	17.99
	Bill	05/06/2021	1WK3-FLTX-XWL4	06/05/2021	24.98
	Bill	05/09/2021	1LKR-JWX6-F3CP	06/08/2021	763.17
	Bill	05/11/2021	14LJ-DHFL-Y66T	06/10/2021	90.83
Total AMAZON CAPITAL SERVICES					<u>1,280.61</u>
AQS SERVICES, INC.					
	Bill	04/16/2021	5426	05/16/2021	620.00
Total AQS SERVICES, INC.					<u>620.00</u>
AT&T					
	Bill	05/11/2021	81534483265077	05/11/2021	1,500.00
Total AT&T					<u>1,500.00</u>
BITSPEED CONSULTING, INC					
	Bill	04/30/2021	10559	05/30/2021	508.00
	Bill	05/11/2021	10605	06/10/2021	198.00
Total BITSPEED CONSULTING, INC					<u>706.00</u>
BLUECROSS BLUESHIELD OF ILLINOIS					
	Bill	04/27/2021	May Statement	04/27/2021	124.00
Total BLUECROSS BLUESHIELD OF ILLINOIS					<u>124.00</u>
BLUECROSS BLUESHIELD OF ILLINOIS					
	Bill	04/16/2021	May Statement	04/27/2021	14,949.25
Total BLUECROSS BLUESHIELD OF ILLINOIS					<u>14,949.25</u>
BP					
	Bill	04/20/2021	854780	04/20/2021	67.51
	Bill	04/27/2021	857922	04/27/2021	75.49
	Bill	05/04/2021	879200	05/04/2021	67.45
	Bill	05/06/2021	882813	05/06/2021	76.40
Total BP					<u>286.85</u>
BRUNN, TIMOTHY R					
	Bill	05/07/2021	REG Mtg 05.11.2021	05/07/2021	200.00
Total BRUNN, TIMOTHY R					<u>200.00</u>
CAREY ELECTRIC CONTRACTING, LLC					
	Bill	05/06/2021	402901	06/05/2021	3,640.00
	Bill	05/06/2021	402900	06/05/2021	2,370.00
Total CAREY ELECTRIC CONTRACTING, LLC					<u>6,010.00</u>
CHEMTRADE CHEMICALS CORPORATION					
	Bill	04/27/2021	93109419	04/27/2021	5,485.00
Total CHEMTRADE CHEMICALS CORPORATION					<u>5,485.00</u>
CHRISTOPHER MOLIDOR					
	Bill	05/05/2021	Clothing Allowance	05/05/2021	163.71
Total CHRISTOPHER MOLIDOR					<u>163.71</u>
COM ED					
	Bill	04/27/2021	0372155069	06/26/2021	166.87

Northern Moraine Wastewater Reclamation District
Bills Payable
May 11, 2021

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Open Balance</u>
	Bill	04/27/2021	3567414012	06/26/2021	168.05
	Bill	04/27/2021	3567415019	06/26/2021	140.14
Total COM ED					475.06
COMCAST CABLE					
	Bill	04/28/2021	May Charges	04/28/2021	316.80
Total COMCAST CABLE					316.80
CRAFTWOOD LUMBER & HARDWARE					
	Bill	05/11/2021	348026	05/26/2021	2,669.76
Total CRAFTWOOD LUMBER & HARDWARE					2,669.76
CROWN RESTROOMS					
	Bill	05/11/2021	A-31461	06/10/2021	190.00
Total CROWN RESTROOMS					190.00
DAHME MECHANICAL INDUSTRIES, INC					
	Bill	04/15/2021	20210091	04/15/2021	9,306.00
Total DAHME MECHANICAL INDUSTRIES, INC					9,306.00
DON'S WELDING & FABRICATING, INC					
	Bill	04/20/2021	32677	05/20/2021	365.00
	Bill	04/28/2021	32703	05/28/2021	250.00
	Bill	05/04/2021	32732	06/03/2021	465.00
Total DON'S WELDING & FABRICATING, INC					1,080.00
FILIPPINI LAW FIRM, LLP					
	Bill	04/28/2021	21677	05/28/2021	6,251.50
Total FILIPPINI LAW FIRM, LLP					6,251.50
FIRST BANKCARD					
	Bill	05/11/2021		06/10/2021	1,786.79
Total FIRST BANKCARD					1,786.79
FSS TECHNOLOGIES, LLC					
	Bill	04/15/2021	424450	04/15/2021	246.00
Total FSS TECHNOLOGIES, LLC					246.00
GACRUX					
	Bill	05/03/2021	1814	06/02/2021	720.00
Total GACRUX					720.00
GREENFIELD CONTRACTORS, LLC					
	Bill	05/04/2021	11208	05/04/2021	3,786.57
Total GREENFIELD CONTRACTORS, LLC					3,786.57
HOME DEPOT CREDIT SERVICES					
	Bill	04/21/2021	21192	04/21/2021	217.11
Total HOME DEPOT CREDIT SERVICES					217.11
IN-PIPE TECHNOLOGY					
	Bill	04/30/2021	1909	05/30/2021	2,500.00
Total IN-PIPE TECHNOLOGY					2,500.00
ISOLVED BENEFIT SERVICES					
	Bill	03/09/2021	1108100133	03/09/2021	75.00
	Bill	11/09/2021	1106374841	11/09/2021	75.00
Total ISOLVED BENEFIT SERVICES					150.00
JACOB MANN					
	Bill	05/07/2021	REG Mtg 05.11.2021	05/07/2021	200.00
Total JACOB MANN					200.00
JET VAC ENVIRONMENTAL					
	Bill	04/27/2021	0000003852	05/27/2021	1,179.03
Total JET VAC ENVIRONMENTAL					1,179.03
LAI, LTD.					
	Bill	04/15/2021	21-18206	05/15/2021	1,766.66
	Bill	04/30/2021	21-18227	05/30/2021	3,418.00
Total LAI, LTD.					5,184.66
MAC STRATEGIES GROUP, INC.					
	Bill	05/04/2021	3504	05/04/2021	2,000.00

Northern Moraine Wastewater Reclamation District
Bills Payable
May 11, 2021

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Open Balance</u>
Total MAC STRATEGIES GROUP, INC.					2,000.00
MANUSOS GENERAL CONTRACTING INC.					
	Bill	06/22/2020	6076	07/22/2020	5,460.00
	Bill	10/22/2020	6099	11/21/2020	28,410.00
	Bill	12/17/2020	6126	01/16/2021	4,818.28
	Bill	04/29/2021	6179	05/29/2021	<u>11,700.00</u>
Total MANUSOS GENERAL CONTRACTING INC.					50,388.28
MARC KRESMERY CONSTRUCTION LLC					
	Bill	04/20/2021	5055	05/05/2021	1,166.32
	Bill	04/21/2021	5056	05/06/2021	<u>1,181.32</u>
Total MARC KRESMERY CONSTRUCTION LLC					2,347.64
MCMASTER CARR					
	Bill	03/23/2021	55385735	04/22/2021	76.88
	Bill	05/05/2021	57840770	06/04/2021	<u>284.55</u>
Total MCMASTER CARR					361.43
METTLER TOLEDO, INC					
	Bill	05/06/2021	332126331	05/06/2021	<u>409.20</u>
Total METTLER TOLEDO, INC					409.20
MICHAELS, KENNETH A					
	Bill	05/07/2021	REG Mtg 05.11.2021	05/07/2021	<u>350.00</u>
Total MICHAELS, KENNETH A					350.00
MIKE'S TOWING, INC					
	Bill	04/16/2021	1067428	05/16/2021	<u>36.00</u>
Total MIKE'S TOWING, INC					36.00
NEW CENTURY PLUMBING					
	Bill	05/05/2021	6642	06/04/2021	<u>598.53</u>
Total NEW CENTURY PLUMBING					598.53
NICOR GAS					
	Bill	04/12/2021	113 Timber	04/12/2021	132.46
	Bill	04/12/2021	2629 Wisteria	04/12/2021	131.85
	Bill	04/12/2021	420 Timber	04/12/2021	501.64
	Bill	04/12/2021	100 Rawson	04/12/2021	125.96
	Bill	04/13/2021	316 Venice	04/13/2021	40.97
	Bill	04/13/2021	500 Wegner	04/13/2021	44.63
	Bill	04/14/2021	127 South	04/14/2021	<u>130.61</u>
Total NICOR GAS					1,108.12
PAMLICO CARTEGRAPH SYSTEMS HOLDING LLC					
	Bill	05/01/2021	SIN007463	05/31/2021	9,450.00
	Bill	05/01/2021	BD0002337	05/31/2021	<u>2,566.67</u>
Total PAMLICO CARTEGRAPH SYSTEMS HOLDING LLC					12,016.67
PDC LABORATORIES INC					
	Bill	04/19/2021	19460493	05/19/2021	270.85
	Bill	04/20/2021	19460539	05/20/2021	140.00
	Bill	04/28/2021	19462683	05/28/2021	140.00
	Bill	05/11/2021	19463533	06/10/2021	<u>140.00</u>
Total PDC LABORATORIES INC					690.85
RAGLAND, JOHN R					
	Bill	05/07/2021	REG Mtg 05.11.2021	05/07/2021	<u>200.00</u>
Total RAGLAND, JOHN R					200.00
READY FRESH BY NESTLE					
	Bill	04/14/2021	01D0127320745	04/29/2021	<u>142.79</u>
Total READY FRESH BY NESTLE					142.79
RYBERG, LYDIA					
	Bill	05/07/2021	REG Mtg 05.11.2021	05/07/2021	<u>200.00</u>
Total RYBERG, LYDIA					200.00
THIRD MILLENNIUM ASSOCIATES INC					
	Bill	04/30/2021	26214	04/30/2021	<u>519.82</u>

**Northern Moraine Wastewater Reclamation District
Bills Payable
May 11, 2021**

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Open Balance</u>
Total THIRD MILLENNIUM ASSOCIATES INC TRYON GOVERNMENTAL CONSULTING					519.82
Bill	05/04/2021	1201865		06/03/2021	<u>3,000.00</u>
Total TRYON GOVERNMENTAL CONSULTING UNITED HEALTHCARE INSURANCE					3,000.00
Bill	04/19/2021	May Statement		04/30/2021	<u>825.99</u>
Total UNITED HEALTHCARE INSURANCE USA BLUEBOOK					825.99
Bill	04/19/2021	577273		05/19/2021	607.54
Bill	04/20/2021	578674		05/20/2021	405.52
Bill	05/07/2021	596847		06/06/2021	<u>563.97</u>
Total USA BLUEBOOK VERIZON					1,577.03
Bill	04/18/2021	9877902353		05/18/2021	<u>598.53</u>
Total VERIZON VIKING CHEMICAL COMPANY					598.53
Bill	04/14/2021	109262		05/14/2021	1,416.71
Bill	04/26/2021	109840		05/26/2021	1,310.71
Bill	05/06/2021	110365		06/05/2021	<u>1,360.86</u>
Total VIKING CHEMICAL COMPANY WASTE MANAGEMENT					4,088.28
Bill	04/30/2021	3713103-2013-5		04/30/2021	<u>276.47</u>
Total WASTE MANAGEMENT WAUCONDA CAR WASH					276.47
Bill	03/31/2021	101698		03/31/2021	<u>44.97</u>
Total WAUCONDA CAR WASH WISCONSIN DEPT OF REVENUE					44.97
Bill	04/21/2021	L1532327504		05/21/2021	<u>10.00</u>
Total WISCONSIN DEPT OF REVENUE ZORO.COM					10.00
Bill	03/04/2021	9219415		04/03/2021	217.07
Bill	03/05/2021	9227544		04/04/2021	<u>237.46</u>
Total ZORO.COM					<u>454.53</u>
TOTAL					<u>152,097.20</u>

Kenneth A. Michaels, Jr, President Date

Deborah Martin, District Clerk Date