FLOSSMOOR
Welcoming. Beautiful. Connected.

Village of Flossmoor
2800 Flossmoor Road
Flossmoor, Illinois 60422
Phone: 708.798.2300
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www.flossmoor.org

AGENDA
FOR THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FLOSSMOOR, ILLINOIS
MONDAY, AUGUST 4, 2025 – 7:00 PM
VILLAGE HALL

Join Zoom Meeting
https://us02web.zoom.us/j/85210894513?pwd=uZUHbLuNGHvJ6BUE21v7ofK1RLbeBa.1
ID: 852 1089 4513 Passcode: 60422 Or join by phone (312) 626-6799

CALL TO ORDER

ROLL CALL

PUBLIC PRESENT WISHING TO ADDRESS THE BOARD

RECOGNITIONS AND APPOINTMENTS

CONSENT AGENDA

1. **Approval of the Minutes of the Meeting Held on July 21, 2025**
2. **Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 1, 2025)**
3. **Consideration of a Contract Award for the Flossmoor Road Sanitary Sewer Relocation Project**
4. **Consideration of an Award of Contract for the Flossmoor Road Sanitary Sewer Relocation Project Construction Engineering Services**

REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

ACTION ITEMS

5. **Consideration of an Ordinance of the Village of Flossmoor, Cook County, Illinois, Approving an Intergovernmental Agreement by and between the Village of Flossmoor and the Metropolitan Water Reclamation District of Greater Chicago for the Acquisition, Ownership, Maintenance, and Conversion to Open Space of Flood Prone Real Property Located Near Butterfield Creek in Flossmoor, Illinois**

DISCUSSION ITEMS

OTHER BUSINESS

6. **A Motion to go into Executive Session to Discuss the Employment of Specific Individuals, Property Acquisition, and Litigation**

ADJOURNMENT OF MEETING

FOR PERSONS WITH DISABILITIES: If you plan on attending a Village Board meeting and need an accommodation, please call the Village Hall at 708-798-2300 or TDD 708-647-0179 at least one full business day prior to the meeting.

FLOSSMOOR

Approval of the Minutes of the Meeting Held on July 21, 2025

The Minutes will be made available to the Public on the Village website, www.flossmoor.org following their adoption at a scheduled meeting.

VILLAGE OF FLOSSMOOR
8/4/2025
CLAIMS LIST SUMMARY

HAND CHECKS	$159,234.79
INVOICES	$277,280.22
TOTAL	$436,515.01

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
A BETTER DOOR & DOCK SERVICES							
6331	06/23/25	$1,388.00		SPRINGS FOR OVERHEAD DOOR AND STOCK			
					01-67-6-678	BUILDING REPAIRS	$1,388.00
WO2120	06/23/25	$2,846.00		DPW GARAGE DOOR SPRING REPAIR			
					01-67-6-678	BUILDING REPAIRS	$2,846.00
						VENDOR TOTAL:	$4,234.00
AIR ONE EQUIPMENT INC							
223702	07/17/25	$3,796.00		TRIPOD LIGHTS E119			
					01-49-6-671	VEHICLE MAINTENANCE	$3,796.00
223701	07/17/25	$3,796.00		CAB FLOOD LIGHTS E119			
					01-49-6-671	VEHICLE MAINTENANCE	$3,796.00
						VENDOR TOTAL:	$7,592.00
AMAZON CAPITAL SERVICES							
1TVWJDTGRLPY	07/16/25	$130.30		DATE/INITIAL STAMPS/TOUCH A TRUCK GIVEAWAYS			
					01-60-3-601	OFFICE SUPPLIES	$38.40
					01-60-3-605	OPERATING SUPPLIES	$91.90
1LDRCHC3VX6T	07/15/25	$(22.38)		CLASP ENVELOPES BROWN RETURN			
					01-42-3-601	OFFICE SUPPLIES	$(22.38)
1XFHGTCY761L	07/14/25	$62.46		COFFEE-VH RESTOCK			
					01-67-3-605	OPERATING SUPPLIES	$62.46
1MPHKW99GWCY	07/07/25	$24.30		COLORING POSTERS/STICKERS-GIVEAWAYS			
					01-41-4-651	COMMUNITY RELATIONS COMMI	$24.30
1YDW9CRLFRJK	07/07/25	$221.15		VEHICLE WAX			
					01-49-6-671	VEHICLE MAINTENANCE	$221.15
1RGN47GKF3GV	07/07/25	$71.62		PLAY DOUGH/BUBBLES-NATL NIGHT OUT GIVEAWAYS			
					01-48-3-611	SPECIAL POLICE COMMODITIES	$71.62
11WHPGRMVPLH	07/05/25	$99.95		SHOES-UNIFORM			
					01-49-3-612	UNIFORMS & RELATED SUPPLIE	$99.95
1Q3FNDJ1TTLV	07/05/25	$45.53		STICKERS/COLORING POSTERS-GIVEAWAYS			
					01-41-4-651	COMMUNITY RELATIONS COMMI	$45.53
139FRHW3MF4Q	07/03/25	$291.68		COFFEE MAKER			
					01-50-3-615	SMALL TOOLS & EQUIPMENT	$291.68
						VENDOR TOTAL:	$924.61
ANDREW MCCANN LAWN SPRINKLER							
IN0000250829	07/10/25	$460.00		BACKFLOW TESTING-MANDATORY ANNUAL TESTING			
					08-11-4-634	MISCELLANEOUS SERVICES	$460.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
						VENDOR TOTAL:	$460.00
AXON ENTERPRISE INC							
INUS362489	07/17/25	$24,438.72		IN-CAR CAMERAS			
					01-48-4-663	AXON - IN-CAR CAMERAS	$24,438.72
						VENDOR TOTAL:	$24,438.72
BRIAN VANBRUSSEL							
071425	07/14/25	$120.00		REFUND QTRLY PARKING #27-S PURCHASED TWICE			
					01-00-4-459	MUNICIPAL BUILDING RENTALS	$120.00
						VENDOR TOTAL:	$120.00
BRINDLEE MOUNTAIN							
00030418	07/17/25	$2,500.00		FORD F250 4X4 COMMERCIAL BRUSH TRUCK COMMISSION			
					16-01-7-749	CAPITAL EQUIPMENT-FIRE	$2,500.00
						VENDOR TOTAL:	$2,500.00
BRITES TRANSPORTATION LLC							
3311	05/30/25	$644.51		STONE RESTOCK			
					08-11-6-675	WATER SYSTEM MAINT & REPAI	$322.25
					08-13-3-619	PROGRAM COMMODITIES	$322.26
3409	06/19/25	$830.00		CARTAGE			
					01-60-4-650	SPOIL DISPOSAL	$830.00
						VENDOR TOTAL:	$1,474.51
BS&A SOFTWARE							
161593	07/11/25	$24,900.00		UPGRADE IMPLEMENTATION			
					16-01-7-730	COMPUTER EQUIPMENT	$24,900.00
						VENDOR TOTAL:	$24,900.00
BUILDING AUTOMATION SOLUTIONS							
INV000004169	07/22/25	$1,015.00		VH HVAC CONTROLS			
					01-67-6-680	MAINTENANCE CONTRACTS	$1,015.00
						VENDOR TOTAL:	$1,015.00
CANON SOLUTIONS AMERICA , INC.							
6012230264	06/14/25	$339.63		BLDG DEPT COPIER MAINT BASE 6/14/25-9/13/25			
					01-53-6-670	OFFICE EQUIPMENT MAINTENA	$339.63
						VENDOR TOTAL:	$339.63

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
CDW GOVERNMENT, INC.							
AE8V12Z	07/09/25	$863.64		COMPUTER MONITORS-CAPTAINS			
					01-49-3-607	COMPUTER EQUIPMENT & SUPP	$863.64
						VENDOR TOTAL:	$863.64
CHANDLER SERVICES INC							
INV30821	07/16/25	$575.89		AMB 119 (840801) PM			
					01-49-6-671	VEHICLE MAINTENANCE	$575.89
INV30822	07/16/25	$558.16		AMB 219 (840802) PM			
					01-49-6-671	VEHICLE MAINTENANCE	$558.16
INV30823	07/16/25	$234.00		A19 (840803) PM			
					01-49-6-671	VEHICLE MAINTENANCE	$234.00
INV30834	07/22/25	$665.52		E119 RADIATOR REPAIR			
					01-49-6-671	VEHICLE MAINTENANCE	$665.52
						VENDOR TOTAL:	$2,033.57
CHICAGO COMMUNICATIONS, LLC.							
359103 2	02/19/25	$152.70		RADIO MAINTENANCE-BALANCE PAYMENT			
					01-50-6-676	RADIO SYSTEM MAINTENANCE	$152.70
362668	07/11/25	$94.80		RADIO MAINTENANCE AUGUST 2025			
					01-50-6-676	RADIO SYSTEM MAINTENANCE	$94.80
						VENDOR TOTAL:	$247.50
COMED							
2611372222 070925	07/09/25	$32.15		WESTERN TOWER POWER 6/9/25-7/9/25			
					08-11-4-631	ELECTRIC, POWER, AND LIGHT	$32.15
						VENDOR TOTAL:	$32.15
CORE & MAIN LP							
X279077	07/03/25	$2,410.80		CLAMPS RESTOCK			
					08-13-3-619	PROGRAM COMMODITIES	$2,410.80
X294419	07/08/25	$229.98		VALVE BOX STAILIZERS-LAWRENCE PROJECT RESTOCK			
					08-13-3-619	PROGRAM COMMODITIES	$114.99
					08-11-6-678	FIRE HYDRANT FLOW TEST & M	$114.99
X307085	07/09/25	$1,515.90		PIPE & COUPLINGS			
					08-11-6-675	WATER SYSTEM MAINT & REPAI	$757.95
					08-13-3-619	PROGRAM COMMODITIES	$757.95
						VENDOR TOTAL:	$4,156.68
EAGLE UNIFORM CO INC							

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
335303	07/14/25	$42.00		ENGRAVED NAMEPLATES-NEW HIRES			
					01-49-3-612	UNIFORMS & RELATED SUPPLIE	$42.00
335353	07/14/25	$42.00		ENGRAVED NAMEPLATES			
					01-49-3-612	UNIFORMS & RELATED SUPPLIE	$42.00
335733	07/14/25	$339.00		VEST COVER-CAGLE			
					01-48-3-612	UNIFORMS & RELATED SUPPLIE	$339.00
335743	07/14/25	$690.00		VEST-CAGLE			
					01-48-3-615	SMALL TOOLS & EQUIPMENT	$690.00
335843	07/15/25	$114.00		UNIFORM-MERKLE			
					01-48-3-612	UNIFORMS & RELATED SUPPLIE	$114.00
336503	07/15/25	$61.00		UNIFORM-MERKLE			
					01-48-3-612	UNIFORMS & RELATED SUPPLIE	$61.00
						VENDOR TOTAL:	$1,288.00
EBEL'S ACE HARDWARE							
352619	07/22/25	$26.98		E119 LIGHTING PARTS			
					01-49-6-671	VEHICLE MAINTENANCE	$26.98
352626	07/23/25	$14.38		FD OVEN CLEANER			
					01-49-3-616	CLEANING SUPPLIES	$14.38
						VENDOR TOTAL:	$41.36
ELECTRICAL SYSTEMS INC							
11289	04/15/25	$2,727.15		HEATHER RD LIFT STATION & VH ELEVATOR PIT SUMP PUMPS REPAIRS			
					01-67-4-634	MISCELLANEOUS SERVICES	$1,363.57
					09-01-6-683	LIFT STATION MAINTENANCE	$1,363.58
						VENDOR TOTAL:	$2,727.15
ELEVATED SAFETY LLC							
INV00008755	07/14/25	$2,217.64		TRT EQUIPMENT			
					01-49-3-615	SMALL TOOLS & EQUIPMENT	$2,217.64
						VENDOR TOTAL:	$2,217.64
ELEVATOR INSPECTION SVC CO INC							
00322900	07/02/25	$1,056.00		ELEVATOR INSPECTIONS 5/5/25			
					01-53-4-658	ELEVATOR INSPECTION SERVIC	$1,056.00
						VENDOR TOTAL:	$1,056.00
EMS MANAGEMENT & CONSULTANTS							
EMS017381	06/30/25	$3,586.71		AMBULANCE COLLECTIONS JUNE 2025			
					01-49-4-656	AMBULANCE COLLECTION SERVI	$3,586.71

Village of Flossmoor
Detail Board Report
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Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
						VENDOR TOTAL:	$3,586.71
FITZSIMMONS							
8608070	07/18/25	$15.00		H TANK RENTAL			
					01-49-6-675	EMS EQUIPMENT MAINTENANCE	$15.00
						VENDOR TOTAL:	$15.00
GRAPHIC PRODUCTS INC.							
2798058	07/03/25	$377.11		DURALABEL-WHITE & BLACK LABELS			
					01-49-3-601	OFFICE SUPPLIES	$377.11
2798799	07/14/25	$377.11		DURALABEL-GREEN & BLUE			
					01-49-3-601	OFFICE SUPPLIES	$377.11
						VENDOR TOTAL:	$754.22
HOME DEPOT CREDIT SERVICES							
7013543	07/03/25	$42.87		ACCOUNT #6035322502036134-OFFICE SUPPLIES			
					01-49-3-601	OFFICE SUPPLIES	$42.87
7020355	07/03/25	$237.49		ACCOUNT #6035322502036134-FD OFFICE SUPPLIES CAPTS OFFICE			
					01-49-3-601	OFFICE SUPPLIES	$237.49
						VENDOR TOTAL:	$280.36
IL GOVERNMENT FINANCE OFFICERS ASSN							
90630947	07/18/25	$400.00		CALVERT IGFOA 2025 ANNUAL CONFERENCE ATTENDEE REGISTRATION			
					01-43-5-661	TRAINING	$400.00
90631096	07/18/25	$400.00		NOVOA IGFOA 2025 ANNUAL CONFERENCE ATTENDEE REGISTRATION			
					01-43-5-661	TRAINING	$400.00
						VENDOR TOTAL:	$800.00
ILLINOIS STATE TOLL HIGHWAY							
G1290000008876	07/03/25	$31.60		DPW TOLLS-WATER SAMPLE TESTING TOLLS			
					08-11-6-671	MAINTENANCE AND SUPPLIES	$10.55
					08-21-6-671	MAINTENANCE AND SUPPLIES	$10.53
					01-60-6-671	MAINTENANCE AND SUPPLIES	$10.52
						VENDOR TOTAL:	$31.60
INTERSTATE POWER SYSTEMS INC							
R04205085301	01/31/25	$2,007.72		COOLANT SENSOR			
					09-01-6-683	LIFT STATION MAINTENANCE	$2,007.72
R04205163001	07/23/25	$705.37		1813 LAWRENCE GENERATOR 2025 ANNUAL PM & INSPECTION			

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
					01-67-6-680	MAINTENANCE CONTRACTS	$705.37
R04205163201	07/23/25	$667.69		STERLING STATION GENERATOR ANNUAL INSPECTION			
					08-11-6-677	WATER FACILITY MAINTENANCE	$667.69
R04205163301	07/23/25	$816.07		WOODS LIFT STATION 2025 ANNUAL INSPECTION			
					08-21-4-634	MISCELLANEOUS SERVICES	$816.07
						VENDOR TOTAL:	$4,196.85
JULIE INC							
20250583 2	06/30/25	$893.29		2025 ANNUAL ASSESSMENT			
					01-60-4-657	JULIE ONE-CALL	$297.77
					08-11-4-657	JULIE ONE-CALL	$297.76
					08-21-4-657	JULIE ONE-CALL	$297.76
						VENDOR TOTAL:	$893.29
KONICA MINOLTA							
9010512554	07/08/25	$514.25		VH COPIER MAINTENANCE-BASE 7/8/25-8/7/25			
					01-43-6-670	OFFICE EQUIPMENT MAINTENA	$514.25
503043956	07/03/25	$121.60		PD COPIER MAINTENANCE USAGE 6/4/25-7/3/25			
					01-48-6-674	COPIER MAINTENANCE	$121.60
						VENDOR TOTAL:	$635.85
M.E. SIMPSON COMPANY, INC.							
44112	02/28/25	$3,520.00		LEAK LOCATE 1146 BRASSIE/2712 BRASSIE/2033 EVANS/2049 VARDON			
					08-11-4-632	LEAK DETECTION PROGRAM	$3,520.00
44194	03/31/25	$695.00		LEAK LOCATE 1835 DIXIE HWY			
					08-11-4-632	LEAK DETECTION PROGRAM	$695.00
44201	03/31/25	$545.00		LEAK LOCATE 1222 WESTERN AVE			
					08-11-4-632	LEAK DETECTION PROGRAM	$545.00
44319	04/15/25	$5,720.00		LEAK LOCATE-20.8 MILES OF WATER MAIN			
					08-11-4-632	LEAK DETECTION PROGRAM	$5,720.00
						VENDOR TOTAL:	$10,480.00
MASIMO AMERICAS, INC.							
3672051	07/02/25	$456.00		SPO2 SENSORS			
					01-49-3-622	EMS EQUIPMENT & SUPPLIES	$456.00
						VENDOR TOTAL:	$456.00
MCCANN INDUSTRIES, INC.							
R01593	06/18/25	$980.00		MINI EXCAVATOR RENTAL			
					01-60-4-651	EQUIPMENT RENTAL	$326.56

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
					08-11-4-630	EQUIPMENT RENTAL	$326.67
					08-21-4-630	EQUIPMENT RENTAL	$326.67
						VENDOR TOTAL:	$980.00
MENARDS							
33259	07/23/25	$75.95		TENT SUPPLIES			
					01-60-3-605	OPERATING SUPPLIES	$75.95
						VENDOR TOTAL:	$75.95
MENARD'S-HOMEWOOD							
4047	07/02/25	$0.97		EYE BOLT			
					01-60-3-605	OPERATING SUPPLIES	$0.97
4583	07/11/25	$51.77		PARKING LINE PAINT/TILE GLUE			
					01-67-3-605	OPERATING SUPPLIES	$4.79
					01-60-3-605	OPERATING SUPPLIES	$46.98
4951	07/17/25	$402.74		CONCRETE FRAMING RESTOCK			
					08-14-3-613	CONCRETE FORMS AND MATERI	$402.74
						VENDOR TOTAL:	$455.48
MONARCH AUTO SUPPLY INC							
6981660787	07/14/25	$120.08		BRUSH TRUCK PREVENTATIVE MAINTENANCE			
					01-49-6-671	VEHICLE MAINTENANCE	$120.08
6981661230	07/18/25	$67.99		DPW SHOP CODE READER (SCANNER)			
					01-60-6-671	MAINTENANCE AND SUPPLIES	$13.60
					08-11-6-671	MAINTENANCE AND SUPPLIES	$13.60
					08-21-6-671	MAINTENANCE AND SUPPLIES	$13.60
					01-48-6-671	VEHICLE MAINTENANCE & SUPP	$13.60
					01-49-6-671	VEHICLE MAINTENANCE	$13.59
6981661232	07/18/25	$395.77		SQUAD 423 FRONT BRAKE JOB`			
					01-48-6-671	VEHICLE MAINTENANCE & SUPP	$395.77
						VENDOR TOTAL:	$583.84
LISA BAPP							
072325	07/23/25	$474.39		REIMBURSE SPECIAL OLYMPICS MEALS/MILEAGE/LODGING			
					01-48-5-661	TRAINING	$474.39
						VENDOR TOTAL:	$474.39
NEXT DAY PLUS							
5339347	04/03/25	$206.97		DPW COPIER MAINT-3/1/25-3/30/25			
					01-55-6-670	OFFICE EQUIPMENT MAINTENA	$206.97

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
5348364	07/08/25	$68.85		DPW COPIER MAINT-6/1/25-6/30/25			
					01-55-6-670	OFFICE EQUIPMENT MAINTENA	$68.85
						VENDOR TOTAL:	$275.82
ORKIN EXTERMINATING COMPANY							
280704885	07/09/25	$144.99		PEST CONTROL-DPWSC			
					01-67-4-634	MISCELLANEOUS SERVICES	$144.99
286594934	07/16/25	$750.00		PEST CONTROL-VH			
					01-67-4-634	MISCELLANEOUS SERVICES	$750.00
						VENDOR TOTAL:	$894.99
OTIS ELEVATOR							
100402003253	07/14/25	$948.72		ELEVATOR MAINTENANCE 8/1/25-10/31/25			
					01-67-6-680	MAINTENANCE CONTRACTS	$948.72
						VENDOR TOTAL:	$948.72
OTTOSEN, DINOLFO, HASENBALG							
AUGUST 2025	06/30/25	$12,407.75		RETAINER FOR LEGAL SERVICES AUG 2025			
					01-44-4-630	VILLAGE ATTORNEY RETAINER	$12,407.75
						VENDOR TOTAL:	$12,407.75
SOUTHTOWN REFRIGERATION LLC							
INV000003908	07/15/25	$789.04		FD FAN FAILURE			
					01-67-4-634	MISCELLANEOUS SERVICES	$789.04
INV000004014	07/16/25	$2,351.00		VH MAINTENANCE 8/1/25-8/31/25			
					01-67-6-680	MAINTENANCE CONTRACTS	$2,351.00
INV000004015	07/16/25	$2,415.00		DPWSC MAINTENANCE 8/1/25-8/31/25			
					01-67-6-680	MAINTENANCE CONTRACTS	$2,415.00
CK80007	07/17/25	$(1,350.00)		CREDIT ORIG INV#SI2080282			
					01-67-6-680	MAINTENANCE CONTRACTS	$(1,350.00)
						VENDOR TOTAL:	$4,205.04
PUBLIC SAFETY DIRECT, INC.							
105706	07/01/25	$710.00		UNIT 116 LIGHTHEADS			
					01-48-6-671	VEHICLE MAINTENANCE & SUPP	$710.00
105745	07/11/25	$126.00		BANNERS-FLOSSMOOR CHAMBER NIGHTS			
					01-41-4-653	MARKETING PROGRAMS	$126.00
						VENDOR TOTAL:	$836.00
RICH RICHTER							

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

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JULY 2025	07/31/25	$357.00		MILEAGE-VACTOR CLASS MILEAGE REIMBURSEMENT			
					01-60-5-661	TRAINING	$357.00
						VENDOR TOTAL:	$357.00
S&J INDUSTRIAL SUPPLY CORP							
11682	07/17/25	$226.37		GARBAGE BAGS RESTOCK			
					01-67-3-616	CLEANING SUPPLIES	$226.37
						VENDOR TOTAL:	$226.37
SHARK SHREDDING INC.							
74671	07/11/25	$126.50		VH/PD SHREDDING SERVICES CERT #88623			
					01-42-4-634	OTHER MISCELLANEOUS SERVIC	$35.75
					01-48-3-611	SPECIAL POLICE COMMODITIES	$90.75
						VENDOR TOTAL:	$126.50
SOUTH SUBURBAN HUMANE SOCIETY							
001050	07/03/25	$250.00		JUNE 2025 IMPOUNDS			
					01-48-4-645	ANIMAL CONTROL SERVICES	$250.00
						VENDOR TOTAL:	$250.00
SPECTRUMVOIP INC.							
646250	07/14/25	$8.51		BILL PRINT SURCHARGE/CARRIER COST RECOVERY FEE 8/1/25-8/30/25			
					01-42-4-637	TELEPHONE	$0.96
					01-43-4-637	TELEPHONE	$0.64
					01-48-4-637	TELEPHONE	$2.94
					01-50-4-637	TELEPHONE	$0.64
					01-49-4-637	TELEPHONE	$1.60
					01-53-4-637	TELEPHONE	$0.51
					01-55-4-637	TELEPHONE	$1.22
						VENDOR TOTAL:	$8.51
T.R.L. TIRE SERVICE CORP							
37268	07/22/25	$96.51		T24 TIRE PATCH			
					01-60-6-671	MAINTENANCE AND SUPPLIES	$96.51
						VENDOR TOTAL:	$96.51
UNITED PARCEL SERVICE							
0000F36604285	07/12/25	$22.15		IEPA MONTHLY REPORT			
					01-55-3-603	POSTAGE	$22.15

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name / Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
						VENDOR TOTAL:	$22.15
UNIVERSITY OF ILLINOIS PAYMENT CENTER							
UFIWC464	07/02/25	$1,200.00		IFSI TRAINING-STONE & BENCIK			
					01-49-5-663	FIRE TUITION AND FEES	$1,200.00
						VENDOR TOTAL:	$1,200.00
VILLAGE OF HOMEWOOD							
12152	07/10/25	$143,771.97		HOMEWOOD WATER BILL 5/31/25-6/30/25			
					08-11-4-635	HOMEWOOD-LAKE MICHIGAN W	$143,771.97
						VENDOR TOTAL:	$143,771.97
WELSCH READY MIX, INC.							
08JUL202566107	07/08/25	$446.25		CONCRETE PAD FOR MAILBOX RELOCATION-CBD			
					08-14-3-611	CONCRETE	$111.56
					08-24-3-611	CONCRETE	$111.56
					01-65-3-619	PROGRAM COMMODITIES	$111.56
					02-01-3-605	CONCRETE	$111.57
18JUL202566657	07/18/25	$1,687.60		CONCRETE REPAIR			
					08-14-3-611	CONCRETE	$421.90
					08-24-3-611	CONCRETE	$421.90
					01-65-3-619	PROGRAM COMMODITIES	$421.90
					02-01-3-605	CONCRETE	$421.90
						VENDOR TOTAL:	$2,133.85
WORKING WELL							
15425	07/01/25	$55.00		VARGAS PRE-EMPLOYMENT			
					01-55-4-636	PRE-EMPLOYMENT PHYSICALS	$55.00
15428	07/01/25	$80.00		VARGAS PRE-EMPLOYMENT			
					01-55-4-636	PRE-EMPLOYMENT PHYSICALS	$80.00
15732	07/01/25	$980.00		B. FREEMAN PRE-EMPLOYMENT			
					01-49-4-636	PRE-EMPLOYMENT PHYSICALS	$980.00
16384	07/01/25	$668.00		GLAZEWSKI PRE-EMPLOYMENT			
					01-48-4-636	PRE-EMPLOYMENT PHYSICALS	$668.00
						VENDOR TOTAL:	$1,783.00
WRIGHT MATERIALS LLC							
8606	05/20/25	$375.00		BLACK DIRT FOR GROUND REPAIRS			
					08-12-3-619	PROGRAM COMMODITIES	$125.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount
					08-22-3-619	PROGRAM COMMODITIES	$125.00
					09-01-3-620	GROUND REPAIR MATERIAL	$125.00
						VENDOR TOTAL:	$375.00

Village of Flossmoor
Detail Board Report
Invoices Due On/Before: 08/05/25

Vendor Name Invoice #	Invoice Date	Invoice Amount	PO #	Invoice Description	GL Number	GL Description	Line Amount

Total Amount Being Paid: $277,280.88
Total Number of Invoices: 102

AP VENDOR ACTIVITY REPORT FOR VILLAGE OF FLOSSMOOR

Activity From 08/04/2025 To 08/04/2025

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Difference
ABETTER	A BETTER DOOR & DOCK SERVICE	N	4,234.00	0.00	4,234.00
AIRONEEQ	AIR ONE EQUIPMENT INC	N	7,592.00	0.00	7,592.00
AMAZON	AMAZON CAPITAL SERVICES	N	924.61	0.00	924.61
ANDREWMC	ANDREW MCCANN LAWN SPRINKLER	N	460.00	0.00	460.00
AXON	AXON ENTERPRISE INC	N	24,438.72	0.00	24,438.72
VANBRUSSEL	BRIAN VANBRUSSEL	N	120.00	0.00	120.00
BRINDLEE	BRINDLEE MOUNTAIN	N	2,500.00	0.00	2,500.00
BRITES	BRITES TRANSPORTATION LLC	N	1,474.51	0.00	1,474.51
BS&ASOFT	BS&A SOFTWARE	N	24,900.00	0.00	24,900.00
BUILDAUT	BUILDING AUTOMATION SOLUTION	N	1,015.00	0.00	1,015.00
CANONSOL	CANON SOLUTIONS AMERICA , IN	N	339.63	0.00	339.63
CDW-G	CDW GOVERNMENT, INC.	N	863.64	0.00	863.64
CHANDLER	CHANDLER SERVICES INC	N	2,033.57	0.00	2,033.57
CHICOMM	CHICAGO COMMUNICATIONS, LLC.	Y	247.50	0.00	247.50
COM2611	COMED	N	32.15	0.00	32.15
CORE&MAI	CORE & MAIN LP	Y	4,156.68	0.00	4,156.68
EAGLEUNI	EAGLE UNIFORM CO INC	N	1,288.00	0.00	1,288.00
EBELSACE	EBEL'S ACE HARDWARE	N	41.36	0.00	41.36
ELECTRICAL	ELECTRICAL SYSTEMS INC	N	2,727.15	0.00	2,727.15
ELEVATED	ELEVATED SAFETY LLC	N	2,217.64	0.00	2,217.64
ELEVATOR	ELEVATOR INSPECTION SVC CO I	N	1,056.00	0.00	1,056.00
EMSMANAGE	EMS MANAGEMENT & CONSULTANTS	N	3,586.71	0.00	3,586.71
FITZSIMM	FITZSIMMONS	N	15.00	0.00	15.00
GRAPHICP	GRAPHIC PRODUCTS INC.	N	754.22	0.00	754.22
HOMEDEPO	HOME DEPOT CREDIT SERVICES	N	280.36	0.00	280.36
IGFOA-CHGO	IL GOVERNMENT FINANCE OFFICE	N	800.00	0.00	800.00
ILLSTATE	ILLINOIS STATE TOLL HIGHWAY	N	31.60	0.00	31.60
INTERSTATE	INTERSTATE POWER SYSTEMS INC	N	4,196.85	0.00	4,196.85
JULIE	JULIE INC	N	893.29	0.00	893.29
KONICAVH	KONICA MINOLTA	N	514.25	0.00	514.25
KONICAPD	KONICA MINOLTA BUSINESS SOLU	N	121.60	0.00	121.60
M.E.SIMP	M.E. SIMPSON COMPANY, INC.	N	10,480.00	0.00	10,480.00
MASIMO	MASIMO AMERICAS, INC.	N	456.00	0.00	456.00
MCCANN	MCCANN INDUSTRIES, INC.	N	980.00	0.00	980.00
MENARDS	MENARDS	N	75.95	0.00	75.95
MENARDHM	MENARD'S-HOMEWOOD	N	455.48	0.00	455.48
MONARCH	MONARCH AUTO SUPPLY INC	N	583.84	0.00	583.84
MORRISLI	LISA MORRIS	N	474.39	0.00	474.39
NEXTDAY	NEXT DAY PLUS	N	275.82	0.00	275.82
ORKIN	ORKIN EXTERMINATING COMPANY	N	894.99	0.00	894.99
OTIS	OTIS ELEVATOR	N	948.72	0.00	948.72
OTTOSENORR	OTTOSEN, DINOLFO, HASENBALG	N	12,407.75	0.00	12,407.75
PREMISTAR	SOUTHTOWN REFRIGERATION LLC	Y	4,205.04	0.00	4,205.04
PUBSAFET	PUBLIC SAFETY DIRECT, INC.	N	836.00	0.00	836.00
RICHTERR	RICH RICHTER	N	357.00	0.00	357.00
S&J	S&J INDUSTRIAL SUPPLY CORP	N	226.37	0.00	226.37
SHARK	SHARK SHREDDING INC.	N	126.50	0.00	126.50
SSHUMANE	SOUTH SUBURBAN HUMANE SOCIET	N	250.00	0.00	250.00
SPECTRUM	SPECTRUMVOIP INC.	N	8.51	0.00	8.51
T.R.L.	T.R.L. TIRE SERVICE CORP	N	96.51	0.00	96.51
UPS	UNITED PARCEL SERVICE	N	22.15	0.00	22.15
UOFI PAY	UNIVERSITY OF ILLINOIS PAYME	N	1,200.00	0.00	1,200.00
VILHMD	VILLAGE OF HOMEWOOD	N	143,771.97	0.00	143,771.97
WELSCH	WELSCH READY MIX, INC.	N	2,133.85	0.00	2,133.85
WORKING	WORKING WELL	Y	1,783.00	0.00	1,783.00
WRIGHTMAT	WRIGHT MATERIALS LLC	N	375.00	0.00	375.00
Report Total:			Total: 277,280.88	Total: 0.00	

Communication: Presentation of Bills for Approval and Payment as Approved by the Finance Committee (August 1, 2025) (CONSENT AGENDA)

Village of Flossmoor
Detail Board Report

Manual Checks Issued: 07/18/25 thru 07/18/25

Vendor Name / Invoice #	Invoice Date	Amount	Check #	Check Date	PO #	Invoice Description	GL Number	GL Description	Line Amount
BEYOND BORDERS LLC									
071725	07/17/25	$15,900.00	84659	07/18/25		ECONOMIC DEVELOPMENT INCENTIVE REIMBURSEMENT-1036 STERLING, B			
							05-01-7-701	ECONOMIC DEVELOPMENT INCEN	$15,900.00
								VENDOR TOTAL:	$15,900.00
COMCAST									
0001666 070625	07/06/25	$214.90	84662	07/18/25		VH & DPWSC INTERNET			
							01-42-4-639	WEBSITE & INTERNET SERVICES	$214.90
245516959	07/01/25	$1,036.00	84661	07/18/25		VH ETHERNET 7/1/25-7/31/25			
							01-42-4-639	WEBSITE & INTERNET SERVICES	$1,036.00
0001890 062325	06/23/25	$87.92	84660	07/18/25		FD XFINITY 7/1/25-7/31/25			
							28-01-4-639	COMCAST SERVICE	$87.92
								VENDOR TOTAL:	$1,338.82
IL DIRECTOR OF EMPLOYMENT									
2ND QTR 2025	07/16/25	$4,007.41	84663	07/18/25		UNEMPLOYMENT CONTRIBUTIONS 2ND QTR 2025			
							01-41-2-593	UNEMPLOYMENT CONTRIBUTIONS	$40.07
							01-42-2-593	UNEMPLOYMENT CONTRIBUTIONS	$280.52
							01-43-2-593	UNEMPLOYMENT CONTRIBUTIONS	$360.67
							01-45-2-593	UNEMPLOYMENT CONTRIBUTIONS	$80.15
							01-48-2-593	UNEMPLOYMENT CONTRIBUTIONS	$1,442.67
							01-49-2-593	UNEMPLOYMENT CONTRIBUTIONS	$721.33
							01-50-2-593	UNEMPLOYMENT CONTRIBUTIONS	$240.44
							01-53-2-593	UNEMPLOYMENT CONTRIBUTIONS	$40.07
							01-55-2-593	UNEMPLOYMENT CONTRIBUTIONS	$160.30
							01-60-2-593	UNEMPLOYMENT CONTRIBUTIONS	$641.19
								VENDOR TOTAL:	$4,007.41
PURCHASE POWER									
070625	07/06/25	$3,369.87	84664	07/18/25		POSTAGE METER REFILL/WATER BILLING/CONSUMER CONFIDENCE REPORT			
							01-41-3-603	POSTAGE	$3.72
							01-42-3-603	POSTAGE	$78.46
							01-43-3-603	POSTAGE	$556.21
							01-45-3-603	POSTAGE	$3.42
							01-48-3-603	POSTAGE	$511.52
							01-49-3-603	POSTAGE	$1.71
							01-53-3-603	POSTAGE	$84.13
							01-55-3-603	POSTAGE	$39.33
							08-10-3-603	POSTAGE	$541.13

Village of Flossmoor
Detail Board Report

Manual Checks Issued: 07/18/25 thru 07/18/25

Vendor Name / Invoice #	Invoice Date	Amount	Check #	Check Date	PO #	Invoice Description	GL Number	GL Description	Line Amount
							08-20-3-603	POSTAGE	$180.37
							01-55-3-603	POSTAGE	$799.57
							08-10-3-603	POSTAGE	$419.40
							08-20-3-603	POSTAGE	$139.80
							01-55-3-603	POSTAGE	$6.55
							08-10-3-603	POSTAGE	$3.41
							08-20-3-603	POSTAGE	$1.14
								VENDOR TOTAL:	$3,369.87
SUPERFLEET MASTERCARD PROGRAM									
FB030 062625	06/26/25	$183.00	84665	07/18/25		PETROLEUM-ACCT#FB030			
							01-48-3-608	PETROLEUM PRODUCTS	$183.00
								VENDOR TOTAL:	$183.00

Total Amount Being Paid: $24,799.10

Total Number of Invoices: 7

AP VENDOR ACTIVITY REPORT FOR VILLAGE OF FLOSSMOOR

Activity From 07/18/2025 To 07/18/2025

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Difference
BEYOND	BEYOND BORDERS LLC	N	15,900.00	15,900.00	0.00
COMCAST3	COMCAST	N	214.90	214.90	0.00
COMCAST FD	COMCAST	N	87.92	87.92	0.00
COMCAST VH	COMCAST	N	1,036.00	1,036.00	0.00
ILDIRECT	IL DIRECTOR OF EMPLOYMENT	N	4,007.41	4,007.41	0.00
PURCHASE	PURCHASE POWER	N	3,369.87	3,369.87	0.00
SPEEDWAY	SUPERFLEET MASTERCARD PROGRA	N	183.00	183.00	0.00
Report Total:			Total: 24,799.10	Total: 24,799.10	

Village of Flossmoor
Detail Board Report
Manual Checks Issued: 07/31/25 thru 07/31/25

Vendor Name / Invoice #	Invoice Date	Amount	Check #	Check Date	PO #	Invoice Description	GL Number	GL Description	Line Amount
BCBSIL									
AUGUST 2025	07/17/25	$132,094.20	84791	07/31/25		PREMIUM			
							01-00-0-219	HEALTH INSURANCE PAYABLE	$27,928.03
							01-42-2-590	HEALTH INSURANCE PREMIUM	$7,523.00
							01-43-2-590	HEALTH INSURANCE PREMIUM	$10,312.23
							01-48-2-590	HEALTH INSURANCE PREMIUM	$46,073.88
							01-49-2-590	HEALTH INSURANCE PREMIUM	$12,270.19
							01-50-2-590	HEALTH INSURANCE PREMIUM	$6,409.32
							01-53-2-590	HEALTH INSURANCE PREMIUM	$981.22
							01-55-2-590	HEALTH INSURANCE PREMIUM	$1,997.75
							01-60-2-590	HEALTH INSURANCE PREMIUM	$18,598.58
								VENDOR TOTAL:	$132,094.20
FORT DEARBORN LIFE INSURANCE									
JULY 2025 2	07/16/25	$467.49	84792	07/31/25		JULY 2025 PREMIUM			
							01-42-2-591	LIFE INSURANCE PREMIUM	$37.40
							01-43-2-591	LIFE INSURANCE PREMIUM	$51.42
							01-45-2-591	LIFE INSURANCE PREMIUM	$0.00
							01-48-2-591	LIFE INSURANCE PREMIUM	$187.00
							01-49-2-591	LIFE INSURANCE PREMIUM	$60.77
							01-50-2-591	LIFE INSURANCE PREMIUM	$23.37
							01-53-2-591	LIFE INSURANCE PREMIUM	$4.67
							01-55-2-591	LIFE INSURANCE PREMIUM	$9.35
							01-60-2-591	LIFE INSURANCE PREMIUM	$93.51
								VENDOR TOTAL:	$467.49
MACQUARIE EQUIPMENT CAPITAL INC.									
334727	07/08/25	$1,874.00	84793	07/31/25		TELEPHONE LEASE AGRMT #1906979001-6/29/25-7/28/25			
							01-42-4-637	TELEPHONE	$211.76
							01-43-4-637	TELEPHONE	$140.55
							01-48-4-637	TELEPHONE	$648.40
							01-50-4-637	TELEPHONE	$140.55
							01-49-4-637	TELEPHONE	$352.31
							01-53-4-637	TELEPHONE	$112.44
							01-55-4-637	TELEPHONE	$267.99
								VENDOR TOTAL:	$1,874.00

Village of Flossmoor
Detail Board Report

Manual Checks Issued: 07/31/25 thru 07/31/25

Vendor Name Invoice #	Invoice Date	Amount	Check #	Check Date	PO #	Invoice Description	GL Number	GL Description	Line Amount

Total Amount Being Paid: $134,435.69

Total Number of Invoices: 3

AP VENDOR ACTIVITY REPORT FOR VILLAGE OF FLOSSMOOR

Activity From 07/31/2025 To 07/31/2025

Vendor Code	Vendor Name	1099	Invoice Total	Check Total	Difference
BCBSIL	BCBSIL	N	132,094.20	132,094.20	0.00
FDLIFE	FORT DEARBORN LIFE INSURANCE	N	467.49	467.49	0.00
MACQUARIE	MACQUARIE EQUIPMENT CAPITAL	N	1,874.00	1,874.00	0.00
Report Total:			Total: 134,435.69	Total: 134,435.69	

TO: Bridget Wachtel, Village Manager
FROM: John Brunke, Public Works Director
DATE: August 4, 2025
SUBJECT: Consideration of a Contract Award for the Flossmoor Road Sanitary Sewer Relocation Project

FLOSSMOOR

Included in the Fiscal Year 2026 Budget is $460,000 (Sewer Fund) for the construction and construction engineering of the Flossmoor Road Sanitary Sewer Relocation Project. This project involves the relocation of the public sanitary sewer that currently runs under the Civic Center Building from the public alley to the west and out to Sterling Avenue. This project will relocate the public sanitary sewer to run west down the alley and south across the east side of the vacant land in a public utility easement, adjacent to 2609 Flossmoor Road, and out to Flossmoor Road.

On July 24, 2025, bids were opened for the project. Three (3) total bids were received. Below is a summary of the bids.

Contractor	Total Bid
Airy's, Inc.	$386,683.00
M&J Underground, Inc.	$391,985.00
Steve Spiess Construction	$450,027.00
Engineer's Estimate	*$400,000.00*

The lowest bid was received from Airy's, Inc. in the total bid of $386,683.00. Airy's, Inc. has completed similar work for the Village in the past. This includes emergency water and sewer repair work and Phases 1 and 3 of the Flossmoor Road Viaduct Drainage Improvements Project. Airy's has always been a good contractor to work with and their past work with the Village has been excellent. Attached for your reference is an award recommendation letter and bid tab from Baxter & Woodman. Airy's, Inc. is also a veteran owned business.

If awarded, the total cost of the construction award and construction observation services ($35,740) will be $422,423, which is $37,577 less than the approved budget for the project.

With the above information in mind, Public Works Staff recommends that the Mayor and Board of Trustees approve a contract with Airy's, Inc. of Joliet, Illinois in the amount of $386,683.00 for the Flossmoor Road Sanitary Sewer Relocation Project.

BAXTER & WOODMAN
Consulting Engineers

July 28, 2025

President and Board of Trustees
Village of Flossmoor
2800 Flossmoor Road
Flossmoor, IL 60422

RECOMMENDATION TO AWARD

Subject: Village of Flossmoor, IL – Flossmoor Road Sanitary Sewer Relocation

Dear President and Board of Trustees:

The following bids were received for the Project on July 24, 2025:

Bidders	**Amount of Bid**
Airy's, Inc. Joliet, IL	$386,683.00
M&J Underground, Inc. Monee, IL	$391,985.00
Steve Spiess Construction, Inc. Frankfort, IL	$450,027.00*

*Denotes corrected bid amount. Math errors did not affect bid results.

Our pre-bid opinion of probable cost for this Project was $400,000.

We have analyzed each of the bids and find Airy's, Inc. to be the lowest responsible and responsive Bidder. Based on our prior experience with this bidder, we believe that Airy's, Inc., Joliet, Illinois is qualified to complete the Project.

We recommend award of the Contract to Airy's, Inc. in the amount of $386,683.00. A copy of our Bid Tabulation is enclosed for your records.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Mike Kenny, PE
Infrastructure Assistant Department Manager

P:\FLSMR\2500344-Flossmoor Road Sanitary Sewer\00-Design\12-Bidding\2500344.00_RecommendationtoAward.docx

Village of Flossmoor, IL
Flossmoor Road Sanitary Sewer Relocation

Bid Date/Time: July 24, 2025/11:00 A.M.
Engineer's Job No. 2500344.00

				Engineer's Estimate		Airy's, Inc.		M&J Undergroud,Inc.		Steve Spiess Construction, Inc.	
No.	Item	Quantity	Unit	Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total
FLOSSMOOR ROAD SANITARY SEWER											
1	MOBILIZATION	1	LSUM	$ 7,000.00	$ 7,000.00	$ 19,584.00	$ 19,584.00	$ 12,586.00	$ 12,586.00	$ 14,486.00	$ 14,486.00
2	PRECONSTRUCTION VIDEO RECORDING	1	LSUM	$ 3,500.00	$ 3,500.00	$ 1,545.00	$ 1,545.00	$ 2,615.00	$ 2,615.00	$ 5,000.00	$ 5,000.00
3	TRAFFIC CONTROL AND PROTECTION	1	LSUM	$ 20,000.00	$ 20,000.00	$ 8,859.00	$ 8,859.00	$ 17,459.00	$ 17,459.00	$ 30,640.00	$ 30,640.00
4	GRANULAR TRENCH BACKFILL	1,000	CUYD	$ 40.00	$ 40,000.00	$ 85.00	$ 85,000.00	$ 105.00	$ 105,000.00	$ 0.01	$ 10.00
5	SANITARY SEWER (OPEN CUT)										
	12-INCH, 8 TO 12 FEET DEEP	99	FOOT	$ 250.00	$ 24,750.00	$ 107.00	$ 10,593.00	$ 171.00	$ 16,929.00	$ 390.00	$ 38,610.00
	15-INCH, 0 TO 8 FEET DEEP	84	FOOT	$ 270.00	$ 22,680.00	$ 124.00	$ 10,416.00	$ 168.00	$ 14,112.00	$ 400.00	$ 33,600.00
	15-INCH, 8 TO 12 FEET DEEP	284	FOOT	$ 290.00	$ 82,360.00	$ 125.00	$ 35,500.00	$ 184.00	$ 52,256.00	$ 425.00	$ 120,700.00
6	CONNECTION TO EXISTING SANITARY SEWER MANHOLE	2	EACH	$ 7,000.00	$ 14,000.00	$ 5,480.00	$ 10,960.00	$ 7,376.00	$ 14,752.00	$ 3,400.00	$ 6,800.00
7	CONNECTION TO EXISTING SEWERS AT NEW STRUCTURES										
	10-INCH	1	EACH	$ 5,000.00	$ 5,000.00	$ 2,676.00	$ 2,676.00	$ 2,849.00	$ 2,849.00	$ 2,500.00	$ 2,500.00
	12-INCH	3	EACH	$ 5,500.00	$ 16,500.00	$ 1,445.00	$ 4,335.00	$ 2,650.00	$ 7,950.00	$ 2,600.00	$ 7,800.00
8	SERVICE CONNECTION TO SEWER MAIN	3	EACH	$ 3,000.00	$ 9,000.00	$ 2,607.00	$ 7,821.00	$ 1,766.00	$ 5,298.00	$ 6,900.00	$ 20,700.00
9	SANITARY SEWER MANHOLE										
	4-FOOT DIAMETER, 0 TO 8 FEET DEEP	1	EACH	$ 12,000.00	$ 12,000.00	$ 15,366.00	$ 15,366.00	$ 5,142.00	$ 5,142.00	$ 5,700.00	$ 5,700.00
	4-FOOT DIAMETER, 8 TO 12 FEET DEEP	3	EACH	$ 15,000.00	$ 45,000.00	$ 17,337.00	$ 52,011.00	$ 8,407.00	$ 25,221.00	$ 8,700.00	$ 26,100.00

Attachment: Bid Tabulation Breakdown (Flossmoor Rd Sanitary Relocation)

Village of Flossmoor, IL
Flossmoor Road Sanitary Sewer Relocation

Bid Date/Time: July 24, 2025/11:00 A.M.
Engineer's Job No. 2500344.00

				Engineer's Estimate		Airy's, Inc.		M&J Undergroud,Inc.		Steve Spiess Construction, Inc.	
No.	Item	Quantity	Unit	Unit	Total	Unit	Total	Unit	Total	Unit	Total
10	TELEVISING OF NEW SEWER FOR FINAL INSPECTION	469	FOOT	$ 5.00	$ 2,345.00	$ 10.00	$ 4,690.00	$ 12.00	$ 5,628.00	$ 14.00	$ 6,566.00
11	ABANDONMENT OF EXISTING SANITARY MANHOLE, 4-FOOT DIA., 8 TO 12 FEET DEEP	2	EACH	$ 1,800.00	$ 3,600.00	$ 777.00	$ 1,554.00	$ 1,760.00	$ 3,520.00	$ 500.00	$ 1,000.00
12	ABANDON EXISTING SANITARY SEWER	1	LSUM	$ 1,500.00	$ 1,500.00	$ 1,936.00	$ 1,936.00	$ 1,440.00	$ 1,440.00	$ 8,000.00	$ 8,000.00
13	EXPLORATORY EXCAVATION	3	EACH	$ 750.00	$ 2,250.00	$ 378.00	$ 1,134.00	$ 691.00	$ 2,073.00	$ 2,500.00	$ 7,500.00
14	EROSION AND SEDIMENTATION CONTROL, INLET PROTECTION FILTER	9	EACH	$ 250.00	$ 2,250.00	$ 423.00	$ 3,807.00	$ 223.00	$ 2,007.00	$ 250.00	$ 2,250.00
15	PAVEMENT MARKING										
	PAVEMENT MARKING - LINE, 6-INCH (THERMOPLASTIC)	420	FOOT	$ 5.00	$ 2,100.00	$ 6.00	$ 2,520.00	$ 8.00	$ 3,360.00	$ 15.00	$ 6,300.00
	PAVEMENT MARKING - LINE, 12-INCH (THERMOPLASTIC)	10	FOOT	$ 10.00	$ 100.00	$ 8.00	$ 80.00	$ 17.00	$ 170.00	$ 30.00	$ 300.00
	PAVEMENT MARKING - LINE, 24-INCH (THERMOPLASTIC)	30	FOOT	$ 15.00	$ 450.00	$ 15.00	$ 450.00	$ 32.00	$ 960.00	$ 60.00	$ 1,800.00
16	PAVEMENT RESTORATION										
	HOT-MIX ASPHALT REMOVAL AND REPLACEMENT,3.5-INCH BINDER, 1.5-INCH SURFACE	250	SQYD	$ 65.00	$ 16,250.00	$ 97.00	$ 24,250.00	$ 86.00	$ 21,500.00	$ 80.00	$ 20,000.00
	PCC DRIVEWAY REMOVAL AND REPLACEMENT, 8-INCH	20	SQYD	$ 120.00	$ 2,400.00	$ 206.00	$ 4,120.00	$ 214.00	$ 4,280.00	$ 275.00	$ 5,500.00
	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT TYPE B 6.12	40	FOOT	$ 60.00	$ 2,400.00	$ 103.00	$ 4,120.00	$ 73.00	$ 2,920.00	$ 90.00	$ 3,600.00
	PCC SIDEWALK REMOVAL AND REPLACEMENT	125	SQFT	$ 15.00	$ 1,875.00	$ 26.00	$ 3,250.00	$ 42.00	$ 5,250.00	$ 27.00	$ 3,375.00
17	CLASS D PATCH, 7-INCH	350	SQYD	$ 120.00	$ 42,000.00	$ 90.00	$ 31,500.00	$ 82.00	$ 28,700.00	$ 95.00	$ 33,250.00
18	RESTORATION OF LAWNS AND PARKWAYS	300	SQYD	$ 20.00	$ 6,000.00	$ 52.00	$ 15,600.00	$ 25.00	$ 7,500.00	$ 20.00	$ 6,000.00
19	TREE ROOT PRUNING	1	EACH	$ 1,000.00	$ 1,000.00	$ 206.00	$ 206.00	$ 263.00	$ 263.00	$ 500.00	$ 500.00
20	TREE TRIMMING	1	LSUM	$ 2,190.00	$ 2,190.00	$ 3,605.00	$ 3,605.00	$ 6,300.00	$ 6,300.00	$ 5,000.00	$ 5,000.00

Attachment: Bid Tabulation Breakdown (Flossmoor Rd Sanitary Relocation)

Village of Flossmoor, IL
Flossmoor Road Sanitary Sewer Relocation

Bid Date/Time: July 24, 2025/11:00 A.M.
Engineer's Job No. 2500344.00

				Engineer's Estimate		Airy's, Inc.		M&J Undergroud,Inc.		Steve Spiess Construction, Inc.	
No.	Item	Quantity	Unit	Unit	Total	Unit	Total	Unit	Total	Unit	Total
21	REPLACEMENT OF DRAIN TILES, 6-INCH THROUGH 12-INCH	30	FOOT	$ 90.00	$ 2,700.00	$ 128.00	$ 3,840.00	$ 120.00	$ 3,600.00	$ 70.00	$ 2,100.00
22	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	20	CUYD	$ 90.00	$ 1,800.00	$ 36.00	$ 720.00	$ 105.00	$ 2,100.00	$ 180.00	$ 3,600.00
23	SOIL TESTS FOR CONTAMINANTS	3	EACH	$ 1,000.00	$ 3,000.00	$ 1,545.00	$ 4,635.00	$ 1,575.00	$ 4,725.00	$ 6,000.00	$ 18,000.00
24	CONTAMINATED WASTE DISPOSAL	20	CUYD	$ 100.00	$ 2,000.00	$ 500.00	$ 10,000.00	$ 176.00	$ 3,520.00	$ 137.00	$ 2,740.00
	TOTALS:				**$ 400,000.00**		**$ 386,683.00**		**$ 391,985.00**		**$ 450,027.00**

Engineer's Estimate of Cost	$400,000.00			
Bidder's Proposal as read		$ 386,683.00	$ 391,985.00	$ 449,999.00
Bidder's Proposal as corrected				$ 450,027.00

TO: Bridget Wachtel, Village Manager
FROM: John Brunke, Public Works Director
DATE: August 4, 2025
SUBJECT: Consideration of an Award of Contract for the Flossmoor Road Sanitary Sewer Relocation Project Construction Engineering Services

FLOSSMOOR

As part of the Flossmoor Road Sanitary Sewer Relocation project, construction engineering services will be needed to oversee and manage the construction of the project.

Attached is a proposal from Baxter & Woodman Consulting Engineers for the construction engineering services needed for the construction of the Flossmoor Road Sanitary Sewer Relocation Project. Baxter & Woodman completed the design engineering for the project. Therefore, it makes sense to have them also complete the construction engineering services for continuity reasons. Since construction for this project will commence directly in an established downtown business district, construction engineering services are critical to ensure the work is being done appropriately, safely, and in a timely manner. Further, Baxter & Woodman is overseeing the construction of the CBD Streetscape project which is running concurrently so coordination with the same firm should make both projects run more smoothly.

The proposed contract is comprised of five specific tasks. The total not-to-exceed cost for this contract is $35,740.00. The following is a list of the tasks included in the scope.

1. Act as the Village's representative
2. Project Initiation
3. Construction Administration
4. Field Observation - Full Time (40 hours per week)
5. Project Closeout

If awarded, the total cost of the construction award and construction observation services will be $422,423, which is $37,577 less than the approved budget for the project.

With the above information in mind, Public Works Staff recommends that the Mayor and Board of Trustees award the contract for the Flossmoor Road Sanitary Sewer Relocation Project Construction Engineering Services to Baxter and Woodman Consulting Engineers in the not-to-exceed amount of $35,740.00. A representative from Baxter and Woodman will attend the meeting on Monday to answer any questions.

BAXTER & WOODMAN
Consulting Engineers

Proposal

July 1, 2025

Mr. John Brunke
Director of Public Works
Village of Flossmoor
2800 Flossmoor Road
Flossmoor, Illinois 60422

Subject: Flossmoor Road Sanitary Sewer Construction Services

Dear Mr. Brunke:

Baxter & Woodman, Inc., is pleased to submit the following proposal to complete construction services for the Flossmoor Road Sanitary Sewer project. This proposal outlines our scope of services and engineering fee.

Scope of Services

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

2. PROJECT INITIATION

    A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.

    B. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION

    A. Attend periodic construction progress meetings.

    B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which they are provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

C. Review construction record drawings for completeness prior to submission to CADD.

D. Prepare construction contract change orders and work directives when authorized by the Owner.

E. Review the Contractor's requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

F. Research and prepare written a response by Engineer to request for information from the Owner and Contractor.

G. Project manager or other office staff visit the site as needed.

4. FIELD OBSERVATION – Full Time

A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday for up to 4 weeks, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. 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, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. PROJECT CLOSEOUT – Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **$35,740.00**.

This proposal is valid for 90 days from the date issued.

Schedule

Construction Start:	August 2025
Substantial Completion:	October 2025
Final Completion:	November 2025

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

BAXTER & WOODMAN Consulting Engineers

Proposal

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Reggie Jansen at (815) 444-3391 or rjansen@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Daniel G. Bounds, PE
Associate Vice President

Village of Flossmoor

ACCEPTED BY: ______________________

TITLE: ______________________

DATE: ______________________

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BAXTER & WOODMAN Consulting Engineers

Standard Terms and Conditions

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman 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; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$10 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) 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 the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

TO: Bridget Wachtel, Village Manager
FROM: John Brunke, Public Works Director
DATE: August 4, 2025
SUBJECT: Acquisition of 1648 Western Avenue through the FEMA Flood Mitigation Assistance Program and MWRD Flood Prone Property Acquisition Program

FLOSSMOOR

Background

In May of 2015, Public Works Staff submitted a pre-application to the MWRD Flood Prone Property Acquisition Program for the property located at 1648 Western Avenue. This residential property is located at the northwest corner of Western Avenue and Butterfield Creek and is entirely located in the regulatory floodway and floodplain of Butterfield Creek. This property is subject to past flooding and is on the repetitive loss list in FEMA's National Flood Insurance Program. Staff submitted this pre-application following a request from the previous property owner who was looking to get out of the property due to the flooding issues they had experienced.

In June of 2015, the Village was notified that we were selected for participation in the MWRD program. Staff contacted the property owner to notify them of the funding award, and discovered that the property had been sold to the current owner. The current owner at the time had just acquired the property and was not interested in participating in the buyout program.

The project was shelved by Public Works until 2022 when the current property owner contacted us with the desire to now participate in the buyout program. Public Works Staff worked with Baxter & Woodman to apply to the MWRD Flood Prone Property Acquisition Program (January 2023) and the FEMA Flood Mitigation Assistance Program (June 2023) for the project.

Project Funding

In April of 2023, the Village was notified that we were selected for participation in the MWRD Flood Prone Property Acquisition Program. The MWRD program in this application will provide 25% of the funding for the acquisition of the property up to a not-to-exceed amount of $115,000.

In June of 2023, Public Works Staff and Baxter & Woodman also submitted an application to FEMA's Flood Mitigation Assistance Program for the project. In December of 2024, the Village was notified that we were awarded the FEMA FMA grant for the project. This grant will cover the balance of the acquisition cost, demolition, legal and closing related costs, and asbestos survey and remediation (if needed). The total not-to-exceed amount of this grant is $373,210.50.

Once the home is demolished, and the property is restored, the Village is required to deed restrict the property to prevent another home from being built on this site. In addition, the Village acquired the two parcels to the north of this property through Cook County's No Cash Bid Program. Together, this site could be considered in a future stormwater management plan for Butterfield Creek.

Recommendation

In order to move forward with participation in this program, the attached intergovernmental agreement between the Village and MWRD must be approved by resolution by the Village Board. Further, the grant agreement with FEMA must also be signed as part of this process. Attached is a copy of the FEMA grant agreement for reference.

With the above information in mind, Staff recommends that the Mayor and Board of Trustees approve the attached Intergovernmental Agreement and Resolution for the Acquisition, Ownership, Maintenance, and Conversion to Open Space of Flood Prone Real Property Located at 1648 Western Avenue, and also authorize the Mayor to sign the FEMA grant agreement for the project.

Agreement No. *EMC-2022-FM-002-0005*

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND OFFICE OF HOMELAND SECURITY
AND
Village of Flossmoor

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms - NONE

PART THREE – Project-Specific Terms

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

ILLINOIS EMERGENCY MANAGEMENT AGENCY

AND OFFICE OF HOMELAND SECURITY

By: ______________________________
Alicia Tate-Nadeau, Director
By: ______________________________
Signature of Designee
Date: ______________________________
Printed Name: Alicia Tate-Nadeau
Printed Title: Director
Designee

By: ______________________________
Signature of Second Grantor Approver, if applicable
Date: ______________________________
Printed Name: Karl Pound
Printed Title: Chief Financial Officer
Second Grantor Approver

By: ______________________________
Signature of Third Grantor Approver, if applicable
Date: ______________________________
Printed Name: Douglas Dorando
Printed Title: Chief Legal Counsel
Third Grantor Approver

Village of Flossmoor, Illinois

By: ______________________________
Signature of Authorized Representative
Date: ______________________________
Printed Name: Michelle I. Nelson
Printed Title: Mayor, Village of Flossmoor
E-mail: mnelson@flossmoor.org

By: ______________________________
Signature of Second Grantee Approver, if applicable
Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________
Second Grantee Approver (optional at Grantee's discretion)

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PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on December 3, 2024 and expires on December 3, 2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) **X** must not exceed or ☐ are estimated to be **$** 497,614.00, of which **$** 373,210.50 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

The Grantee shall receive an amount not to exceed **$**373,210.50 under this Agreement.

Such reimbursement by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is Federal Emergency Management Agency, and the Federal Award date is 12/3/2024. If applicable, the Assistance Listing Program Title is Flood Mitigation Assistance (FMA) Grant. and Assistance Listing Number is 97.029. The Catalog of State Financial Assistance (CSFA) Number is 588400446 and the CSFA Name is Flood Mitigation Assistance Grant (FMA). If applicable, the State Award Identification Number (SAIN) is 446-55195.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and VXNZNAPANED4 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 366005874 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation (includes Not For Profit)
☐ Medical Corporation
☐ Pharmacy-Non-Corporate
☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Tax Exempt
☐ Limited Liability Company (select applicable tax classification)

X Governmental Unit

☐ Estate or Trust

☐ P = partnership

☐ C = corporation

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

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

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

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

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

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

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

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

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

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

USC 7181-7184).

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

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

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

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

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

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

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

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

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

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

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

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI
BUDGET

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

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

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

CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

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

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

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

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

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

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

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

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

ARTICLE VIII
LOBBYING

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

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

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

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

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

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

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII
AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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

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

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

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

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

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

12.4. "For-Profit" Entities.

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

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

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

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

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

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

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

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

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

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

ARTICLE XV
NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XVII
CONFLICT OF INTEREST

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

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

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

ARTICLE XVIII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX
INSURANCE

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

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

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

ARTICLE XXII
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

The Village of Flossmoor is located in Cook County, south of the City of Chicago. During heavy rainfall events, the Village experiences significant flooding. The Village has an ongoing practice of reaching out to residents whose homes are located in the regulated floodplain to understand interest in property acquisition by the Village. Subsequent to many years of damage due to flooding of Butterfield Creek, the household at 1648 Western Avenue expressed interest in participating in a property acquisition. The Village of Flossmoor's 2022 HMGP Project involves the acquisition and demolition of one (1) floodplain property from the regulatory floodplain. Once acquisition has been completed; deed restrictions utilizing FEMA's Model Deed restriction shall be placed on the properties. Structures on the acquired properties will be demolished, and the parcels will be restored as "open space." The property to be acquired is located in a Special Flood Hazard Area (SFHA) Regulatory Floodway. The project location, built in 1926, is a pre-Flood Insurance Rate Map (pre-FIRM) building. Though the property is located within the SFHA . the current estimate for acquisition and demolition exceed the value to be able to use Pre-Calculated Benefits. Modeling results were utilized to show the impact of flooding on the property. The BCA calculated was 1.32. The scope of this project will include appraisal, closing, structure demolition, accessory structure demolition (where applicable), asbestos survey and abatement, lead paint abatement, and utility abandonment. Site restoration for filling in the foundation of a demolished structure with clean fill and six (6) inches of topsoil (based on floor area and crawlspace or basement depth) and planting with low mow grasses are also included within the project scope.

Scope of Work

Task Name
Project Startup Start Month 1
Task Duration 1 month
Task Description
Kickoff meeting and any required grant documentation to be submitted

Task Name
Property Appraisal Start Month 2
Task Duration 4 months
Task Description
Obtaining a valuation or determining the current (or projected) worth of an asset.

Task Name
Acquisition Title Work and Deed Restrictions Start Month 6
Task Duration 8 months
Task Description
Drafting of required legal document to restrict future development on these sites.

Task Name
Acquisition Property Closings Start Month 8
Task Duration 7 months
Task Description
Finalizing the sale of properties

Task Name

Advertisement to Bid and Bid Review
Start Month 15
Task Duration 2 months
Task Description
Bid publishing to retain contractor for demolition work.

Task Name
Award Bid
Start Month 16
Task Duration 1 months
Task Description
Contractor selection and Village Board approval.

Task Name
Acquisition Site Demolition/Restoration
Start Month 17
Task Duration 8 months
Task Description
Demolition of structures, accessory structures, and site restoration.

Task Name
Final Inspection/Project Closeout & Continued Maintenance by Village
Start Month 24
Task Duration 1 months
Task Description
Project wrap-up, punch lists, final inspection, and payout.

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EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved scope of work in the EMC-2022-FM-002-0005 Subapplication.

Street Number	Street Name	City	State	Zip	Age of Structure (Year Built)	Floor Area (sq ft)	Appraisal Cost	Market Value	Closing Cost	Structure Demolition Cost	Accessory Structure Demolition Cost	Asbestos Survey and Abatment Cost	Utility Abandonment Cost	Restoration Cost	Project Administration Cost	Acquisition Property Total Cost
1648	Western Ave	Flossmoor	IL	60422	1926	3809	$ 400.00	$ 294,320.00	$4,500.00	$17,800.00	$ 5,600.00	$ 6,500.00	$ 7,600.00	$ 10,000.00	$ 3,000.00	$ 349,720.00

The following are the proposed deliverables or milestones:

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Zachary Krug

Title: Hazard Mitigation Section Manager

Address: 1020 S. Spring Street, Springfield, IL, 62704

Phone: 217-785-9942

TTY#: ____________________

Fax#: 217-785-8753

E-mail Address: zachary.krug@illinois.gov

GRANTEE CONTACT

Name: John Brunke

Title: Public Works Director

Address: 2800 Flossmoor Rd
Flossmoor, IL 60422

Phone: 708-957-4100

TTY #: ____________________

Fax #: ____________________

E-mail Address: jbrunke@flossmoor.org

Additional Information: ____________________

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: ____________________

____

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FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Zachary Krug

Title: Hazard Mitigation Section Manager

Address: 1020 S. Spring Street, Springfield, IL, 62704

Phone: 217-785-9942

TTY#:

Fax#: 217-785-8753

E-mail Address: zachary.krug@illinois.gov

GRANTEE CONTACT

Name: John Brunke

Title: Public Works Director

Address: 2800 Flossmoor Rd
Flossmoor, IL 60422

Phone: 708-957-4100

TTY #:

Fax #:

E-mail Address: jbrunke@flossmoor.org

Additional Information:

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Performance Measures include:

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

Performance Standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.

2. The timely submittal of required documentation as defined herein.

3. Adequate results from grant monitoring conducted by the Grantor.

4. Adhere to the requirements referenced in the *Record of Environmental Consideration (REC)*

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EXHIBIT E

SPECIFIC CONDITIONS

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

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.

2. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.

3. The Grantor and FEMA retain statutory rights to use and to authorize others to use the Grantee's plan document

4. The Grantee will begin the project work within 30 days of the execution of the Agreement and complete all items of work within the term of the agreement unless an amendment is executed in accordance with Paragraph 22.4.

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

6. **The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) and that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.**

NOSA Special Conditions (FY25):

Audit: Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's management and audit history. Best practice warrants that an organization have regular audits conducted in accordance with the appropriate regulatory standards. Weaknesses and deficiencies that are discovered should be remedied in a timely manner or with a corrective action plan.

How to Resolve: The grantee should review their management and audit policies. The organization should have annual audits performed and a written process for correcting audit findings.

Timeframe: The grantee must ensure the that proper policies and procedures are in place for audits within 1 year, or prior to the next financial review.

Conditions: Require more audit oversight and management action in resolving findings.

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

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

Timeframe: When corrective action is complete.

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PART TWO –GRANTOR-SPECIFIC TERMS

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

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

1. If not submitted as part of the application, within 90 days after complete execution of the grant agreement, the subrecipient shall provide the following to IEMA:

   A. A Nondiscrimination Policy Statement referencing:
      - i. Title VI of the Civil Rights Act of 1964
      - ii. Section 504 of the Rehabilitation Act of 1972
      - iii. Title IX of the Education Amendments Act of 1972
      - iv. Age Discrimination Act of 1975
      - v. U.S. Department of Homeland Security region 6 C.F.R. Part 9.

   B. List of designated staff to coordinate and carry out responsibilities related to compliance with the civil rights laws, including a description of the responsibilities;
   C. Procedures for accepting and responding to discrimination complaints;
   D. A language access policy and plan; and a disability access policy and reasonable accommodations procedure

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PART THREE –PROJECT-SPECIFIC TERMS

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

PAYMENT TERMS

Grantee shall receive approximately **$373,210.50** under this Agreement.

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA
Attention: State Hazard Mitigation Officer
1020 S Spring St
Springfield, IL 62704
Fax: (217)782-8753

ORDINANCE NO. __________

AN ORDINANCE OF THE VILLAGE OF FLOSSMOOR, COOK COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF FLOSSMOOR AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE ACQUISITION, OWNERSHIP, MAINTENANCE, AND CONVERSION TO OPEN SPACE OF FLOOD PRONE REAL PROPERTY LOCATED NEAR BUTTERFIELD CREEK IN FLOSSMOOR, ILLINOIS

WHEREAS, the Village of Flossmoor, Cook County, Illinois (the *"Village"*) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") is a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois authorized by law to plan, implement, and finance activities relating to stormwater management projects in Cook County, Illinois; and,

WHEREAS, The Village and the MWRDGC have identified a certain parcel of property commonly known as 1648 Western Avenue, Flossmoor, improved with a residence, located in the immediate vicinity of Butterfield Creek (the "Subject Property") which is in the regulatory floodway and floodplain and has sustained repetitive flood damage; and

WHEREAS, It is in the public interest for the Subject Property to be acquired, converted to open space to enhance the riverine system and maintained as open space in perpetuity (the "Project") through the joint effort of the Village and the MWRDGC set forth in the Intergovernmental Agreement between the MWRDGC and the Village; and

WHEREAS, both the Village and the MWRDGC desire to move forward with the Project as hereinafter provided.

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

Section 1. The foregoing recitals set forth above are hereby incorporated herein as if fully restated in this Section 1.

Section 2. The Intergovernmental Agreement (the "IGA") by and between the Village of Flossmoor, Cook County, Illinois and the Water Reclamation District of Greater Chicago in the form attached hereto and made a part hereof is hereby approved.

Section 3. The Mayor and Village Clerk are hereby authorized to execute said Intergovernmental Agreement, and the Mayor, Village Clerk, Village Manager, Village Engineer and Village Attorney are hereby authorized to take any action to implement its terms.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

AYES: ____

NOES: ____

ABSENT: ____

ABSTAINED: ______________________________________

PASSED: ____

APPROVED: _______________________________________

PUBLISHED: _______________________________________

APPROVED:

____
Mayor

ATTEST:

____
Village Clerk

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF FLOSSMOOR AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE ACQUISITION, OWNERSHIP, MAINTENANCE, AND CONVERSION TO OPEN SPACE OF FLOOD PRONE REAL PROPERTY LOCATED NEAR BUTTERFIELD CREEK IN FLOSSMOOR, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC"), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Flossmoor ("Village"), a municipal corporation and non-home rule unit of local government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois. The MWRDGC and the Village may be referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act ("Act") in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, the amended Act further authorizes the MWRDGC to acquire by purchase from a willing seller in a voluntary transaction real property in furtherance of the MWRDGC's stormwater management activities; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to 65 ILCS 5/2-3-8, the Village is empowered to acquire and hold real property for corporate purposes within its corporate limits; and

WHEREAS, Butterfield Creek is a regional waterway that flows through the Village; and

WHEREAS, a certain parcel in the Village ("Parcel"), identified on Exhibits A and B attached to this Agreement, is adjacent to or in the immediate vicinity of Butterfield Creek and within the floodway or floodplain; and

WHEREAS, the structures currently located on the Parcel ("Structures") have sustained repetitive flood damage; and

WHEREAS, it is therefore in the public interest that the Parcel be acquired, converted to open space to enhance the riverine system, and maintained as such in perpetuity ("Project"), in accordance with this Agreement; and

WHEREAS, the Project may be accomplished more effectively, economically, and comprehensively with the Village and the MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on February 20, 2025, the MWRDGC's Board of Commissioners authorized the execution of an intergovernmental agreement with the Village; and

WHEREAS, on ____________________, the Village's Board of Trustees authorized the execution of an intergovernmental agreement with the MWRDGC; and

WHEREAS, the Village, acting through the Village's Board of Trustees, has applied for and been awarded federal funds pursuant to an agreement with the State of Illinois and dated ____________________ ("State-Local Agreement"), and herein incorporated by reference, making it a grant program subgrantee; and

WHEREAS, the Village agrees to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values, as provided in the FEMA Model Deed Restriction, and pursuant to the Flood Mitigation Assistance Program, the Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement between FEMA and the State of Illinois, and the State-Local Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the Village and the MWRDGC agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Acquisition of Parcel

1. Exhibit A contains the Parcel information, including the street address and the corresponding Property Index Numbers (PIN), which will be included in the Project. No additional properties will be included in the Project without the prior written consent of both the Village and the MWRDGC and an amendment to this Agreement, properly executed.
2. The Village will establish and manage a process to purchase the Parcel, which is voluntarily offered for sale by the current owner, pursuant to the procedures described in this Paragraph. Specifically, no eminent domain actions are to be utilized for the Project.
3. The Village will retain two (2) certified real estate appraisers ("Appraisers") to perform appraisals on the Parcel, at the Village's sole cost and expense. Each Appraiser will be pre-approved by the MWRDGC.
4. The purchase price offered for the Parcel by the Village must be equivalent to or greater than the average of the two (2) appraised values of the Parcel ("Appraised Value"). If a Parcel owner rejects an offer consisting of the Appraised Value, the Village may negotiate a sale price above the Appraised Value, agreeable to both the Village and Parcel owner. However, as the MWRDGC will only reimburse the Village for twenty-five percent (25%) of the Appraised Value, any compensation paid to the Parcel owner above twenty-five percent (25%) percent of the Appraised Value will be the sole financial responsibility of the Village.
5. The Village may, at its discretion and at its sole cost and expense, utilize the services of an agent or a third party for coordinating offers to, and responses from, the Parcel owner.
6. The Parcel owner will have thirty (30) calendar days from the date an offer to purchase is conveyed to accept the offer or agree to another amount after negotiation with the Village. Failure to accept an offer within the thirty (30) calendar day period will be deemed a rejection of the offer.

7. In the event that an offer is accepted, the Village will coordinate the real estate closing and will be responsible for all associated buyer closing costs. Likewise, the seller will be responsible for all associated seller closing costs.

<u>Article 3. Reimbursement by the MWRDGC</u>

1. The Village will seek reimbursement from the MWRDGC for the Parcel within ninety (90) calendar days after acquisition. The maximum reimbursement amount paid by the MWRDGC for the Parcel will not exceed twenty-five percent (25%) of the Appraised Value of the Parcel.
2. The Parties acknowledge that the MWRDGC's reimbursement ("Reimbursement Funds") is strictly limited to no more than twenty-five percent (25%) of the Appraised Value of the Parcel and will not include reimbursement for closing costs, taxes, title fees, or any other costs or expenses. In no event will the total Reimbursement Funds exceed one hundred fifteen thousand and 00/100 dollars ($115,000.00).
3. Prior to execution of this Agreement, the Village will provide the MWRDGC with each of the following ("Initial Deposits"):
    a. Certified copies of the ordinance or resolution of the Village Board of Trustees authorizing the Village to purchase the Parcel and to execute and deliver this Agreement and all other documents necessary to authorize the transfer and conveyance to the Village the respective interests in the Parcel and all other actions contemplated pursuant to this Agreement; and
    b. Duly executed and certified Incumbency Certificate of the Village with respect to the individual or individuals duly authorized to execute documents and bind the Village with respect to the transaction set forth in this Agreement.
4. The Village, following the acquisition of the Parcel, will provide the MWRDGC with the following items with respect to the Parcel ("Subsequent Deposits"). The Parties recognize that the Subsequent Deposits are being submitted to the MWRDGC for the purpose of confirming the Village's acquisition of clear fee simple title to the Parcel in order to administer reimbursement. It is the sole responsibility of the Village to ensure that all of the Subsequent Deposits have been properly executed and otherwise meet the requirements described in this Agreement. Failure to submit the Subsequent Deposits meeting all the requirements in this Agreement may result in payment delay or denial.

a. Copy of the recorded warranty deed conveying to the Village, either free and clear of all liens, encumbrances, or adverse interests or subject only to encumbrances which cannot be removed from the title, but which are insured over pursuant to a valid title insurance policy, fee simple title to the Parcel described in Exhibit A. Such warranty deed will be in form and substance consistent with the FEMA Model Deed Restriction, attached to this Agreement as Exhibit C. The warranty deed will include a reference to the street address and PIN for the Parcel; and

b. Copies of the Affidavit of Title, GAP Undertaking (as may be needed), and American Land Title Association ("ALTA") Statement for the Parcel; and

c. Copy of a title insurance policy insuring the Village as the owner of the Parcel, free and clear of all liens, encumbrances, or adverse interests or subject to encumbrances covered by the policy, except for the usual and customary title exceptions and subject to permanent easements in favor of the Parties for the purposes set forth in this Agreement, and otherwise in form and substance reasonably acceptable to the MWRDGC and the Village ("Title Policy"). The Village will pay all costs of the Title Policy; and

d. Copy of the fully executed HUD and/or Closing Statement for the acquisition of the Parcel.

5. The Village acknowledges that the MWRDGC must review and approve of the Initial Deposits and Subsequent Deposits before the Reimbursement Funds will be provided to the Village.

6. The MWRDGC will reimburse the Village for twenty-five percent (25%) of the Appraised Value for the Parcel no later than sixty (60) calendar days after receipt and approval of a written reimbursement request, with such sum not to exceed a total amount of one hundred fifteen thousand and 00/100 dollars ($115,000.00).

7. The MWRDGC's maximum reimbursement amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for this Project. Any additional funding sought from the MWRDGC beyond that which was approved and appropriated is subject to the approval of the MWRDGC's Board of Commissioners.

Article 4. Ownership; Maintenance; Conversion to Open Space

1. The Village will obtain all federal, state, county, and local permits required by law to construct, implement, and maintain the Project and will assume any costs in procuring said permits. The Village will provide copies of all such permits obtained to the MWRDGC. Additionally, the Village will obtain all consents and approvals required by federal, state, and county regulations for the Project and will assume any costs incurred in procuring all such consents and approvals. Execution of this Agreement does not release the Village from obtaining any permits required by the MWRDGC.
2. The Village will be responsible for abiding by all federal, state, and local laws, ordinances, rules, and regulations during the construction, operation, and maintenance of the Project.
3. The Village will be responsible for demolishing the Structures located on the acquired Parcel, at its sole cost and expense. The demolition of the Structures must comply with the Cook County Demolition Debris Diversion Ordinance (Chapter 30, Environment, Article V, Sec. 30-769 through 30-775 of the Cook County Code).
4. The Village will be responsible, at its sole cost and expense, for all tasks related to the conversion of the acquired Parcel to open space including, but not limited to, grading and re-seeding of the Parcel after the Structures located thereon have been demolished.
5. The Village will be responsible, at its sole cost and expense, for ensuring perpetual public ownership and maintenance as open space of the acquired Parcel. The Parties acknowledge and agree that open space may include: public improvements open on all sides and functionally related to a designated open space or recreational use; public restrooms; or improvements compatible with open space and that conserve the natural function of the floodplain.
6. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue written notice by certified, registered, or electronic mail, as described in Article 22 of this Agreement, to the Village directing the Village to perform such maintenance. If the maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Village will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance, with said reimbursement to be paid by the Village to the MWRDGC within thirty (30) calendar days after request.

7. The Village may only transfer the Parcel to a unit of federal, state, or local government for public use in accordance with this Agreement, including the requirements of the FEMA Model Deed Restriction, Exhibit C. Any proceeds from the sale of the Parcel acquired pursuant to this Agreement, other than nominal consideration, must be reimbursed to the MWRDGC.
8. Nothing in this Agreement creates a real estate ownership interest for the MWRDGC in any Parcel purchased in conjunction with this Agreement. Upon approval from the Village, FEMA, or other necessary entities, however, the MWRDGC may use the Parcel purchased through this program for the purpose of constructing a flood control or sewer project, including, but not limited to, reservoirs, floodwalls, levees, bio-retention systems, porous pavement, bioswales, constructed wetlands, underground storage, and conveyance improvements, or as construction staging purposes to carry out any such flood control projects in the area.

Article 5. Termination

1. Prior to the conveyance of an offer to the Parcel owner, either Party may, at its option, and upon giving notice to the other Party in the manner provided in Article 22 of this Agreement, terminate this Agreement as it pertains to the entire Project.
2. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of a desire to terminate, the Parties will commence discussion regarding conformance with this Agreement. If a resolution is reached, this Agreement will proceed. If no resolution is reached, this Agreement will be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC will be returned, unless other arrangements are agreed upon in writing.

Article 6. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 7. Duration

Subject to the terms and conditions of Article 5 of this Agreement, this Agreement will remain in full force and effect for perpetuity.

Article 8. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Article 9. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or paragraph of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 10. Indemnification

The Village will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) the acquisition, ownership, maintenance, or conversion to open space, of the Parcel; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement. This provision will survive the termination of this Agreement.

Article 11. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and

4. The funds allocated by the Village for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

Article 12. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 13. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 14. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 15. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 16. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement.

Article 17. Compliance with Applicable Laws and Deemed Inclusion of Same

1. The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.
2. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.
3. The Village agrees that it will ensure that all contractors and subcontractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

Article 18. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 19. Amendments

This Agreement will not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 20. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 21. Judicial and Administrative Remedies

1. The Parties agree that this Agreement and any subsequent amendments will be governed by, and construed and enforced, in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.
2. The rights and remedies of the MWRDGC or the Village will be cumulative, and election by the MWRDGC or the Village of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 22. Notices

All notices given in connection with this Agreement will be deemed adequate if in writing and addressed to the Party at the address set forth in Article 23 of this Agreement, unless otherwise specified and agreed to in writing by the Parties. All notices will be sent by a) personal delivery, b) first class registered or certified mail with postage prepaid and return receipt requested, or 3) by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is personally delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during the normal business hours of the recipient, or on the next business day, if delivery was outside the normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: “IGA between the Village of Flossmoor and the MWRDGC for the Acquisition, Ownership, Maintenance, and Conversion to Open Space of Flood Prone Real Property located near Butterfield Creek in Flossmoor, Illinois."

Article 23. Representatives

1. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For MWRDGC:	For the Village:
Director of Engineering	Public Works Director
Metropolitan Water Reclamation District of Greater Chicago	Village of Flossmoor
100 East Erie Street	1700 Central Park Avenue
Chicago, Illinois 60611	Flossmoor, Illinois 60422
Phone: (312) 751-7905	Phone: (708) 957-4100
Email: oconnorc@mwrd.org	Email: jbrunke@flossmoor.org

2. Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

Article 24. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement electronically, unless the Parties otherwise agree to execute hard copies of the Agreement, in which case four (4) copies of the Agreement will be executed.

Article 25. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

Exhibit A: Identification of the Parcel

Exhibit B: Parcel Map

Exhibit C: FEMA Model Deed Restriction

The Metropolitan Water Reclamation District of Greater Chicago and the Village of Flossmoor have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF FLOSSMOOR

By:_________________________________
Michelle I. Nelson, Village Mayor

Date: _______________________________

ATTEST:

____
Cecil E. Porter, Village Clerk

Date: _________________________

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Acting Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

EXHIBIT A

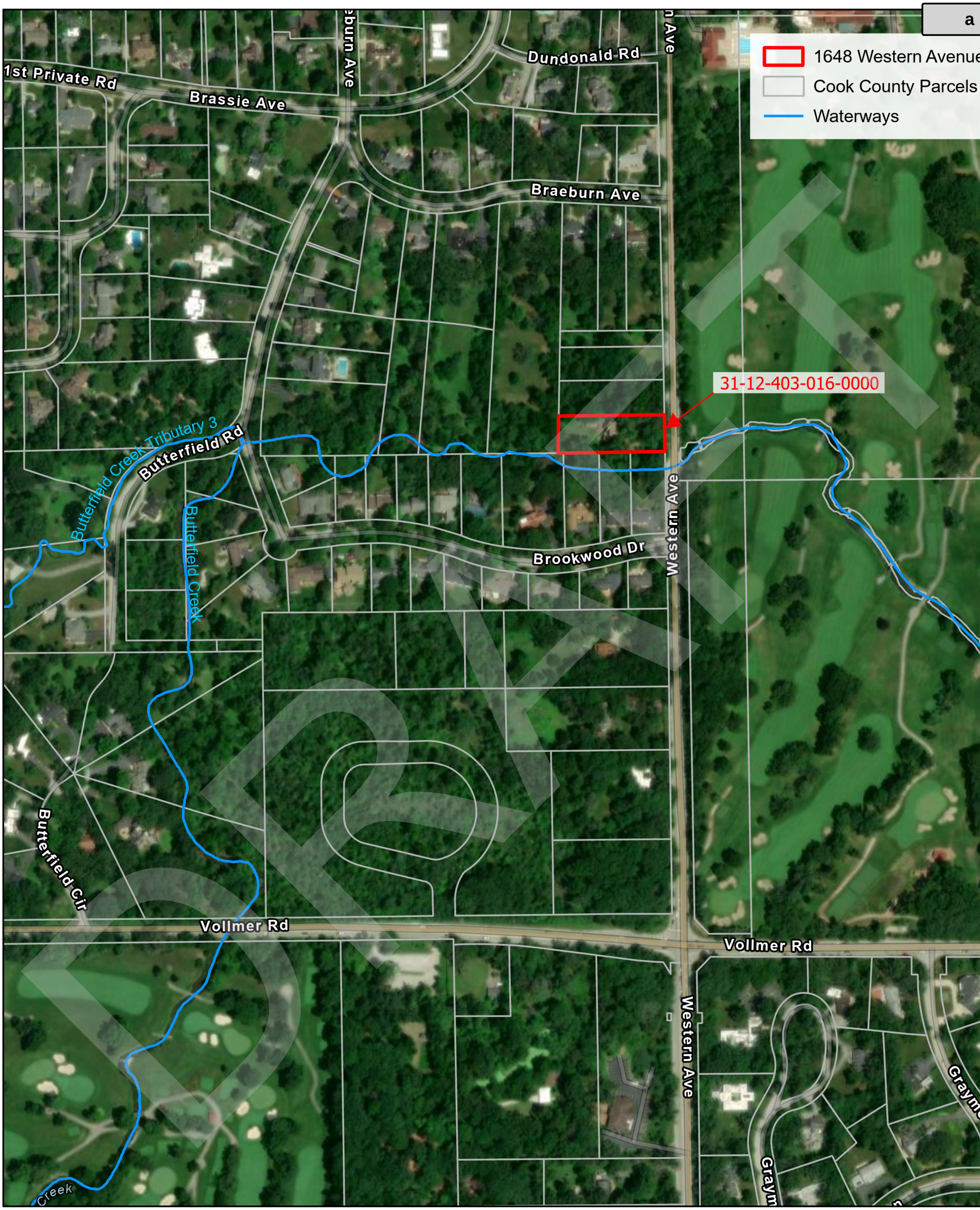
IDENTIFICATION OF THE PARCEL

THE PARCEL

Parcel ID	Address	PIN
1	1648 Western Avenue, Flossmoor, IL 60422	31-12-403-016-0000

EXHIBIT B

PARCEL MAP



Flossmoor Butterfield Creek Parcel (23-IGA-27)

Flood-Prone Property Acquisition

0 162.5 325 Feet

SN - 7/5/2023

Data Sources: County of Will, Maxar, Esri Community Maps Contributors, County of Will, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

<u>EXHIBIT C</u>

FEMA MODEL DEED RESTRICTION

DEED RESTRICTION FOR

1648 WESTERN AVEUNE

FLOSSMOOR, ILLINOIS 60422

In reference to the property ("Property") conveyed by the Deed between MICHELLE EVANS of 1648 WESTERN AVENUE, FLOSSMOOR, ILLINOIS 60422 participating in the Federally-assisted acquisition project ('the Grantor") and the VILLAGE OF FLOSSMOOR ('the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance (FMA) Program, as authorized by the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State of Illinois, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the STATE OF ILLINOIS has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated _________________ with FEMA and herein incorporated by reference, making it a mitigation grant program Grantee;

WHEREAS, the Property located in FLOSSMOOR, ILLINOIS and COOK COUNTY participates in the National Flood Insurance Program and is in good standing with the NFIP as of the date of the Deed,

WHEREAS, the VILLAGE OF FLOOSMOOR, acting through the VILLAGE OF FLOSSMOOR Board, has applied for and been awarded federal funds pursuant to an agreement with the STATE OF ILLINOIS and dated _________________ ("State-Local Agreement"), and herein incorporated by reference, making it a grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions;

1. Terms. Pursuant to the terms and conditions of the FLOOD MITIGATION ASSISTANCE Program statutory authorities, Federal program requirements consistent with 44 C.F.R Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached Deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of the property for open space.

a. Compatible Uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetland management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements of Property Acquisition and Relocation for Open Space.

b. Structures. No New Structures or improvements shall be erected on the Property other than:

   i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

   ii. A public restroom

   iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above ad approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to Paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus two (2) feet of freeboard, or greater, if required by FEMA, or if the State, Tribal, or Local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the Property occurring after the date of the Property settlement, except for pre-existing structures being relocated off the property, as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

   i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization, if applicable.

   ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey as easement or lease to a private individual or entity for purposes compatible with the uses described in Paragraph (a), of this section, with the prior approval of the

FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than the one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the Deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the Deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the Deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the State, Tribe, or Local government, in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three (3) years on __________________, the Grantee (mitigation grant program subgrantee), in accordance with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), The State, FEMA, and their respective representatives, successors, and assigns are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the Property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the Property interest in writing and advise them that they have sixty (60) days to correct the violation.

i. If the Grantee or any current holder of the Property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing and action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to one or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, Grantee, and current holder of the Property interest;

b) Requiring transfer of title. The Grantee or the current holder of the of the Property interest shall bear the cost of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the Local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provisions of this grant or the application thereof to any person or circumstances be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Grantor's Signature: ____

Date: ____

Grantor's Name (printed or typed): _________________________________

Grantor's Title: ____

Grantee's Signature: ____

Date: ____

Grantee's Name (printed or typed): _________________________________

Grantee's Title: ____