

Re: FOIA Request ( ILEPA Loan reduce to \$825.00)

Sherry Jasinski

Fri 6/17/2016 4:50 PM

To: Bernice Brewer <bbrewer910@gmail.com>;

Bernice,  
You can also go to www.saukville.org page and view all foia questions and responses.  
Sherry

16-7-17 #3  
Par June 24, 16

**From:** Bernice Brewer <bbrewer910@gmail.com>  
**Sent:** Friday, June 17, 2016 1:00:59 PM  
**To:** Sherry Jasinski  
**Subject:** Fwd: FOIA Request ( ILEPA Loan reduce to \$825.00)

I sent a request back in April requesting documents that show the ILEPA loan has been reduces to \$825.00. To date, I do not have a response to my request. Please check you records and send a response. If you have responded to this request please resend your answer. If not please consider this a new request. A copy of the document is also requested. Your prompt attention to this matter is appreciate.

Bernice Brewer

----- Forwarded message -----

**From:** Bernice Brewer <bbrewer910@gmail.com>  
**Date:** Wed, Apr 6, 2016 at 9:47 AM  
**Subject:** FOIA Request ( ILEPA Loan reduce to \$825.00)  
**To:** Sherry Jasinski <sjasinski@saukville.org>

- Under the Freedom of Information Act I am seeking the following information
1. any/all documentation that show the ILEPA loan has been reduced to \$825,000. ✓
  2. Please include the revised due date and amount owed with interests ✓
  3. Amount paid to date ✓

\$ 26,262.19 on 8/9/2016 Ch # 7087.

JUN 23 AM 9:50

Your prompt attention to this matter is appreciated. You may send your response to bbrewer910@gmail.com



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

(217)782-2027

**AUG 25 2015**

**CERTIFIED MAIL**

The Honorable David A. Hanks  
Mayor of Sauk Village  
21801 Torrence Avenue  
Sauk Village, IL 60411

Re: Sauk Village – Build Illinois Bond Funds Grant C175299

Dear Mayor Hanks:

It is a pleasure to advise you that your grant application for Build Illinois bond funds, to be administered pursuant to the procedures and rules of the Grants for Financing and Construction of Public Water Supply Facilities and the Illinois Grant Funds Recovery Act, has been approved.

After the enclosed Agreement is reviewed, the original and one copy should be signed by the appropriate official and returned to the Infrastructure Financial Assistance Section, Bureau of Water, as soon as it is signed, but no later than September 15, 2015. The second copy is for your records. Receipt of a written refusal or failure to return the properly executed documents within the specified time will subject the Grant Agreement to cancellation consideration.

Your attention is invited to the Conditions of the Grant Agreement. Your compliance with the grant conditions will facilitate our processing and your receipt of grant payments.

If you have any questions regarding this project, please contact the Infrastructure Financial Assistance Section, at (217)782-2027.

Congratulations on the receipt of this Grant Agreement and we look forward to working with you during the project.

Sincerely,

*Lisa Bonnett by Carol Radburne*

Lisa Bonnett  
Director

LB:HAA:n:\bow\grants\com\_docs\heidiallen\grant\sauk grant cover.docx

Attachments

cc: Mohan Rao, Sauk Village ✓

4302 N. Main St., Rockford, IL 61103 (815) 987-7760  
595 S. State, Elgin, IL 60123 (847) 608-3131  
2125 S. First St., Champaign, IL 61820 (217) 278-5800  
2009 Mall St., Collinsville, IL 62234 (618) 346-5120

9511 Harrison St., Des Plaines, IL 60016 (847) 294-4000  
412 SW Washington St., Suite D, Peoria, IL 61602 (309) 671-3022  
2309 W. Main St., Suite 116, Marion, IL 62959 (618) 993-7200  
100 W. Randolph, Suite 10-300, Chicago, IL 60601

<b>GRANT AGREEMENT</b>	<b>GRANT NUMBER</b>
Build Illinois Bond Fund Grant, Illinois Environmental Protection Agency Bureau of Water, P.O. Box 19276, Springfield, Illinois 62794-9276	C175299

**PART I GENERAL INFORMATION**

1. GRANT ADMINISTRATION DATA	
A. GRANT TYPE Build Illinois Bond Fund	
2. GRANTEE ORGANIZATION	
A. Sauk Village 21801 Torrence Avenue Sauk Village, IL 60411  Cook County	B. GRANTEE CONTACT (Name and Title)  David A Hanks, Mayor  C. AREA CODE/TELEPHONE NUMBER  (708)753-5124

**PART II PROJECT DESCRIPTION**

The project consists of water treatment plant improvements to the Sauk Village Public Water Supply system. The modifications to Water Treatment Plant No. 1 (which treats water from Well Nos. 1 and 2) include air stripper facilities, iron removal filters, chlorine analyzer, Supervisory Control and Data Acquisition (SCADA) system, emergency generator, backwash tankage, pumps, piping, controls, valves, electrical work, building upgrades, restoration and miscellaneous appurtenances.

Modifications to Water Treatment Plant No. 2 (which treats water from Well No. 3) include air stripper facilities, iron removal filters, emergency generator, pumps, piping, controls, valves, electrical work, building upgrades, restoration, and miscellaneous appurtenances.

**PLEASE NOTE:**

Per Title 35 Illinois Administrative Code Section 661.705 of the General Conditions of Grants for the Financing and Construction of Public Water Supply Facilities, which this grant is being administered, grant funds are limited to 70% of the eligible project costs.

A direct payment will be made from the Build Illinois Bond Fund to the Water Revolving Loan Fund in the amount of \$3,354,767.04 and will be credited to IEPA Loan No. L174623.

<b>GRANT AGREEMENT</b>	<b>GRANT NUMBER</b>
Build Illinois Bond Fund Grant, Illinois Environmental Protection Agency Bureau of Water, P.O. Box 19276, Springfield, Illinois 62794-9276	C175299

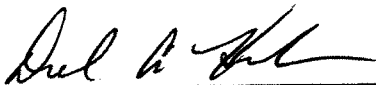
**PART III ESTIMATED PROJECT BUDGET**

1. PROJECT COST CATEGORY	ESTIMATED ALLOWABLE PROJECT COSTS			
	Step 1 Planning	Step 2 Design	Step 3 Construction	Total
Design Services Robinson Engineering		333,000.00		333,000.00
Construction Engineering & Management Robinson Engineering			238,000.00	238,000.00
Construction @ WTP 1 Allan Mack & Sons			2,425,813.17	2,425,813.17
Construction @ WTP 2 Allan Mack & Sons			1,795,711.17	1,795,711.17
Total Project Cost		333,000	4,459,524.34	4,792,524.34
<b>2. GRANT AMOUNT @ 70%</b>				3,354,767.04
<b>3. MAXIMUM GRANT AMOUNT</b>				4,800,000.00

**PART IV OFFER AND ACCEPTANCE**

**ON BEHALF OF THE GRANTEE**

I the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY GRANTEE'S GOVERNING BODY, do hereby accept this offer and agree to all terms and conditions including the Special Conditions, Assurances, and the terms specified in the Letter of Transmittal, attached hereto and included herein by references, and also agree that the Grant funds awarded will be used solely for the purposes of the project, as approved by the State of Illinois Environmental Protection Agency.

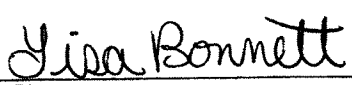
 08/31/2015  
 Signature of Representative Date

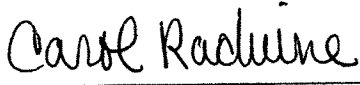
DAVID HANKS, MAYOR. 08/31/2015  
 Name and Title of Authorized Representative (Type or Print) Date

**FOR THE STATE OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency"), in accordance with the authority given in the appropriation by the General Assembly made pursuant thereto, hereby offers to make a State of Illinois Grant to the Grantee, up to and not exceeding the above specified amount, for the support of the efforts contained in the Project Description above.

This Grant Offer is subject to all applicable State and local statutory provisions, the Special Conditions, Assurances, and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

 8/25/15  
 Lisa Bonnett, Director Date

 8/25/15  
 Carol Radwine, Chief Financial Officer Date

## **Special Grant Conditions: Sauk Village, Grant No. C175299**

The Agency may, at the Agency's sole discretion, increase or decrease the amount of this Grant Offer by issuance of a Supplemental Grant Offer. The Grant Offer is limited to the scope of work which is identified in the Project Description (see Grant Agreement, page 1). The applicant must comply with the applicable provisions of the State Grant General Conditions.

### **1. Source of Funding**

By acceptance of this grant offer originally identified in Article 20, Section 65 of Public Act 098-0675, the recipient hereby agrees that the funds awarded under this grant will be utilized for the scope of work identified in the Project Description of this Grant Agreement. ~~Section 661.705 of the Grants for Financing and Construction of Public Water Supply Facilities, General Conditions allows for grants to be issued up to 70% of the eligible project cost of the project.~~

### **2. Waiver of Certain General Conditions**

In accordance with the General Conditions on waiver of grant conditions, the Agency's Director hereby waives the following General Conditions pursuant to Section 661.204 of the for this grant project:

Section 661.301 (General Conditions for all Subagreements)  
Section 661.401 (Project Initiation)  
Section 661.402 (Project Changes)  
Section 661.404 (Project Sign)  
Section 661.406 (Operation and Maintenance)  
Section 661.601 (Statutory Conditions)  
Section 661.701 (Determination of Allowable Costs)  
Section 661.702 (Amount of Grant-Percentage of Approved Allowable Costs)  
Section 661.703 (Use of Grant and Payment of Non-Allowable Costs)  
Section 661.704 (Grant Payment Schedule)  
Section 661.Appendix A (General Conditions of Construction Contract Document)  
Section 661.Appendix C (Procedures for Determination of Design Allowance)

### **3. Final Inspection**

The grant recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the grant recipient shall forward two (2) copies of the final plans of record to the appropriate Agency regional field office along with a formal written request for a final inspection (a copy of the written request shall be sent to the Agency's IFAS Post Construction Unit). The regional field office will contact the grant recipient to schedule the final inspection within 60 days of the written request for a final inspection.

### **4. Certification**

By accepting this grant offer, the recipient certifies under oath that all information in the grant agreement and related application is true and correct to the best of the grant recipient's knowledge, information and belief, and that the grant funds shall be used only for the purposes described in the grant agreement. This offer of grant funds is conditioned upon such certification.

## 5. Availability of Appropriations; Sufficiency of Funds

This Grant Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Grant Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the grant recipient of any such funding failure and its election to terminate or suspend this Grant Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the grant recipient's receipt of notice. Should the Agency terminate or suspend this Grant Agreement as described above, the grant recipient shall still be required to repay to the Agency in accordance with this Grant Agreement the total amount of grant disbursements made by the Agency.

### Standard State Grant Terms and Conditions

1. **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, POLICIES, AND GUIDANCE:** Grantee agrees to be subject to and comply with any and all applicable federal, State of Illinois (hereinafter "State"), and local laws, regulations, requirements, policies, guidance, executive orders, federal and State award conditions, and federal circulars relating to performance of this Grant Agreement (hereinafter "Agreement") and the funds appropriated under this Agreement.
2. **SPECIFIC COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, AND GUIDANCE:** Specifically, but in no way limiting Section 1 herein, Grantee agrees to be subject to and comply with applicable provisions of the following:
  - a. Illinois Grant Funds and Recovery Act (30 ILCS 705);
  - b. Office of Management and Budget (hereinafter "OMB") Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and applicable regulations;
  - c. General Conditions for State of Illinois Grants for Sewage Treatment Works under the Anti-Pollution Bond Act of 1970; amended effective March 31, 1992;
  - d. Procedures for Issuing Grants from the Anti-Pollution Bond Act and the Build IL Act for Sewage Treatment Works (Title 35 Administrative Code, Subtitle C, Part 363).
3. **CONFLICT WITH LAWS, REGULATIONS, POLICIES, AND GUIDANCE:** To the extent there is a conflict between any federal, State, or local laws, regulations, requirements, guidance, policies, executive orders, circulars, or award conditions, Grantee is subject to the more detailed and restrictive laws, regulations, requirements, guidance, policies, executive orders, circulars, or award conditions.
4. **STANDARD ASSURANCE:** Grantee recognizes that State and federal laws, regulations, guidance, policies, executive orders, circulars, award conditions, and administrative practices may be modified from time to time and those modifications may affect project implementation. Grantee agrees that the most recent of such laws, regulations, guidance, policies, executive orders, circulars, award conditions, and administrative practices will apply to this Agreement.
5. **CLAIMS AGAINST THE STATE. SOVEREIGN IMMUNITY. AND BINDING ARBITRATION:** This Agreement shall be governed by and construed according to Illinois law. Any claim against the Grantor or State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State does not waive sovereign immunity by entering into this Agreement. The official text of cited State statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Grantor or State shall not enter into binding arbitration to resolve any Agreement dispute.
6. **USE OF GRANT FUNDS:** The funds allocated under this Agreement shall be used solely for performance of the work specified in the Project Scope of Work of this Agreement. Unless otherwise agreed to by the Grantor, after successful completion of the final inspection and submission by Grantee of invoices or a final invoice to Grantor, the funds allocated under this Agreement shall be reimbursed to Grantee for actual costs incurred which are necessary, reasonable and allocable under this Agreement and are limited to the amount of funds allocated under this Agreement. Grantee is responsible for ensuring that the projects funded and work performed under this Agreement avoid unnecessary delays and are completed within the approved budget and the grant period set forth under this Agreement. Grantee agrees to obtain the prior approval of Grantor for any revision in the Project Scope of Work or need to extend the period of availability of funds.
7. **PAYMENTS:** Per the scope of the agreement a payment will be made from Build Illinois bond funds to the Water Revolving Loan fund in the amount of \$3,354,767.04 and will be credited to IEPA Loan No. L174623.
8. **ILLINOIS GRANT FUNDS RECOVERY ACT:** Unless a shorter period is specified, any Grant funds not expended or legally obligated at the expiration or termination of the grant period must be returned to the Grantor within 45 days following said expiration or termination. (30 ILCS 705/5).
9. **AVAILABILITY OF APPROPRIATION:** Grantor shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Grantor, at its sole option, may terminate or suspend this Agreement, in whole or in part, without

- penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.
10. **DELAYS/DEVELOPMENTS:** Grantee shall notify Grantor of any problems, delays, or adverse conditions which may materially impair its ability to complete the Project Scope of Work. This notice shall include a statement of the action taken, or contemplated to be taken, to resolve the situation. This in no way implies that any such action or delay is accepted by Grantor or relieves Grantee of its obligations under this Agreement. If Grantee fails to make sufficient progress under this Agreement, Grantor may terminate this Agreement in accordance with Section 46 (Termination) herein. Grantee shall notify Grantor of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
  11. **TIME EXTENSION:** If a no cost time extension is necessary to extend the availability of funds, the Grantee must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to Grantor prior to expiration of the grant period. Approval of a no cost time extension is within the sole discretion of Grantor.
  12. **REPORTING REQUIREMENTS:** For awards in excess of \$25,000.00, Grantee agrees that not later than 10 calendar days after the end of each calendar quarter, or more frequently as directed by Grantor, the Grantee shall submit a report to the Grantor that contains:
    - a. The total amount of funds received by Grantee during the quarterly reporting period;
    - b. The amount of funds that were expended or obligated by Grantee during the quarterly reporting period;
    - c. A detailed list of all projects or activities for which funds were expended or obligated, including:
      - i. The name of the entity receiving the award;
      - ii. The name of the project or activity;
      - iii. The amount of the award;
      - iv. A description of the project or activity;
      - v. The name of any contractors or subcontractors, as applicable;
      - vi. An evaluation of the completion status of the project or activity; and
      - vii. Any other information reasonably requested by the Grantor or required by Grantor or federal law, regulation, guidance, or award conditions.

The information required above requires the certification of an authorized officer of Grantee that the information contained in the report is accurate.
  13. **NONAGENT(S):** Grantee, its personnel, contractor(s) or subcontractor(s), shall not be construed to be an agent or employee of, or joint venturer with, Grantor or the State.
  14. **ENVIRONMENTAL LAWS:** Grantee must comply with any and all applicable federal and State environmental laws and regulations. Further, Grantee agrees that it has not committed a willful or knowing violation of the federal or State Environmental Protection Act or regulations within the last five years, and is therefore not barred from being awarded a grant agreement. If the Grantor later determines that this is false, the Grantee acknowledges that the Grantor may declare this Agreement void.
  15. **STATE INDEBTENESS:** Grantee and its affiliates shall not be delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the Grantor may declare this Agreement void if this is false or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.
  16. **COMMUNICATION AND COOPERATION:** Grantee agrees to communicate and cooperate with the Grantor in the performance of its obligations under federal, State, and local laws, regulations, requirements, guidance, policies, executive orders, federal or State award conditions, and federal circulars relating to the funds appropriated under this Agreement, including, but not limited to, providing any and all information in the time specified by Grantor relating to recordkeeping and submission of required reports.
  17. **AUDIT /RETENTION OF RECORDS:** Grantee, its contractors and subcontractors as applicable, shall maintain books, records, documents, reports, papers, agreements, contracts, subcontracts, and other evidentiary material and accounting procedures and practices (hereinafter "records") in accordance with generally accepted accounting standards and any applicable law or regulation. Records shall include, but not be limited to, documentation of the receipt and disposition by Grantee of all grant funds received for the project, including both grant funds and any matching share or cost share, and documentation of the costs charged to the grant project, including all direct and indirect costs of whatever nature incurred for the performance of the Project Scope of Work for which the grant has been provided. Grantee's facilities, or any facilities engaged in the performance of the grant project, and the Grantee's records, including any contractor or subcontractor's records as applicable, shall be subject to inspection and audit by any entity with grant oversight authority and any representative of such entity, including, but not limited to, Grantor, the Auditor General or the Attorney General, during normal business hours. Grantee, its contractors and subcontractors as applicable, shall preserve and make its records available to any entity with grant oversight authority and any representative of such entity, including, but not limited to, Grantor, the Auditor General or the Attorney General, for a period of five years from the date of final payment under the grant or submission of final expenditure under the grant, whichever is later, or any longer period required by law or this Section. If the grant is completely or partially terminated, the records relating to the terminated work shall be preserved and made available for the applicable time period specified by this Section after any resulting final termination settlement. If any dispute, litigation, claim, negotiation, audit, or other action involving the records

has been started before expiration of the applicable time period specified by this Section, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the applicable time period specified by this Section, whichever is later. Failure of the Grantee, or its contractors or subcontractors as applicable, to make records available as required by this Section after three business days written notice from Grantor may be cause for termination of this Agreement and refund to Grantor of any unexpended funds. The rights of access under this Section are not limited to the applicable time period specified in this Section, but shall last as long as the records are retained. Grantee, its contractors and subcontractors as applicable, shall comply with any investigations and interviews relating to the grant project and records relating thereto.

18. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration.
19. **SUSPENSION AND DEBARMENT:** In addition to Section 2(j) herein, Grantee acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
20. **FALSE CLAIMS:** Grantee shall promptly refer to Grantor and FTA's Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement or any agreements or contracts entered into by Grantee flowing from this Agreement.
21. **CIVIL RIGHTS LAWS:** Grantee shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws. Further, Grantee shall comply with 49 USC 5332, 49 CFR Part 21, FTA Circular 4702.1A, and any other applicable directives.
22. **STATE WAGE RATE REQUIREMENTS:** Grantee shall comply with the Prevailing Wage Act (820 ILCS 130) and the Equal Pay Act (820 ILCS 112), as applicable, in performance of the work specified in this Agreement.
23. **FRAUD: WASTE: ABUSE:** Grantee shall refrain from engaging in fraud, waste, neglect or abuse in the performance of work and use of funds appropriated under this Agreement.
24. **OPEN ACCESS TO WORK:** Any entity with grant oversight authority, and any representative of such entity, shall have access, during normal business hours and at any other time during which project work is being performed, to the premises where any project work is being performed. After completion of the grant project, any entity with grant oversight authority, and any representative of such entity, shall have access to the resulting grant project work for five years, during normal business hours. During any such access, interviews of persons may be conducted. Failure by the Grantee or any of its contractors or subcontractors, as applicable, to provide access after 3 business days written notice from Grantor, may be cause for termination of this Agreement in accordance with Section 46 (Termination) and refund to Grantor of any unexpended grant funds.
25. **SARBANES-OXLEY:** If Grantee, or any officer, director, partner or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years must have passed since the date of the conviction. Grantee agrees that it is not barred from being awarded a contract or agreement and acknowledges that Grantor shall declare this Agreement void if this is false.
26. **DRUG FREE WORKPLACE:** Grantee must make an ongoing, good faith effort to maintain a drug free workplace pursuant to the specific requirements set forth in 49 CFR 32.200 - 32.230. Additionally, in accordance with these regulations, Grantee must identify all known workplaces under this Agreement, and keep this information on file during the performance of this Agreement. Individual Grantees must comply with the drug-free provisions set forth in 49 CFR 32.300.
27. **HUMAN RIGHTS ACT:** Grantee shall comply with all applicable provisions of the Illinois Department of Human Rights Act and rules applicable to public contracts and agreements, including equal employment opportunity, refrain from unlawful discrimination, and have written sexual harassment policies (775 ILCS 5/2-105).
28. **DISCRIMINATORY CLUB:** Grantee shall not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
29. **LEAD POISONING:** Grantee must not commit a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45). Such violation shall prohibit Grantee from doing business with the Grantor until the violation is mitigated.
30. **DISCLOSURE OF INTERESTS:** Grantee shall disclose if required, on forms provided by the Grantor, and agrees it is under a continuing obligation to disclose to the Grantor, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Grantee from having or continuing this Agreement. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40) or those which may conflict in any manner with the Grantee's obligation under this Agreement. Grantee shall not



employ any person with a conflict to perform under this Agreement. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Grantee or this Agreement, Grantee shall disclose that information to the Grantor if required, on forms provided by the Grantor, and any waiver of the conflict must be issued in accordance with applicable law and rule. A waiver is required if:

- a. The person intending to enter into agreement with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor's salary does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).
- b. The agreement or contract is with a firm, partnership, association or corporation in which a person referenced in (a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor.
- c. The agreement or contract is with a firm, partnership, association or corporation in which a person referenced in (b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.

31. **CONFIDENTIAL INFORMATION:** Each Party, including its agents, contractors and subcontractors, to this Agreement may have or gain access to confidential documents, data, records, or other information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. The receiving Party shall presume all information received or to which it gains access pursuant to this Agreement is confidential unless otherwise designated by the disclosing Party. No confidential documents, data, records, or other information collected, maintained, or used in the course of performance of this Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the grant period or thereafter. The receiving Party must return any and all documents, data, records, or other information collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, promptly at the end of the grant period, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction.

32. **TERMINATION: SUSPENSION:**

a. **TERMINATION.** This Agreement may be terminated as follows:

- i. **TERMINATION FOR CAUSE:** The Grantor may terminate this Agreement, in whole or in part, immediately upon notice to the Grantee if it is determined that the actions, or failure to act, of the Grantee, its agents, employees, contractors or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Grantee fails to perform to the Grantor's satisfaction any requirement of this Agreement or is in breach or violation of this Agreement, the Grantor shall provide written notice to the Grantee requesting that the breach or noncompliance be remedied within the period of time specified in the Grantor's written notice. If the breach or noncompliance is not remedied by that date the Grantor may either: (a) immediately terminate this Agreement; or (b) enforce the terms and conditions of this Agreement, and in either event seek any available legal or equitable remedies and damages. In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.
- ii. **TERMINATION FOR CONVENIENCE:** Following thirty (30) days written notice, the Grantor may terminate this Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee. Following any such termination for convenience, the Grantee shall be entitled to compensation for allowable costs upon submission of invoices and written proof of claim for the work performed under this Agreement up to and including the date of termination which shall be the date stated in the written termination notice provided to Grantee. Within 30 days after grant termination, Grantee shall provide invoices and written proof of claim for work performed. Any refunds due the Grantor shall be submitted in accordance with the provisions of the Illinois Grant Funds and Recovery Act (30 ILCS 70S).
- iii. **FAILURE TO COOPERATE WITH GRANTOR:** Failure to cooperate with Grantor in its obligations under federal, State, and local laws, regulations, requirements, guidance, policies, executive orders, award conditions, or federal circulars shall be grounds for termination upon written notice to Grantee. Upon submission of invoices and proof of claim for work performed, Grantee shall be paid for allowable costs incurred in the performance of authorized work under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Within 30 days after grant termination, Grantee shall provide invoices and written proof of claim for work performed. Any refunds due the Grantor shall be submitted in accordance with the provisions of the Illinois Grant Funds and Recovery Act (30 ILCS 70S).

b. **SUSPENSION.** If the Grantee fails to comply with this Agreement and/or any of the terms and conditions of this Agreement, including certifications, the Grantor may, upon written notice and order to the Grantee, suspend this Agreement for a period of not more than 30 days after the date of the order and for any further period to which the Parties may agree, withhold further payments and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Grantor may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension

provided that the Grantor agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

33. **DEFAULT AND REMEDIES:** The occurrence of any of the following events, during the grant period, shall constitute a default:
- a. Grantee shall fail to observe or perform any term or condition or agreement contained in this Agreement, including any exhibits, attachments or certifications hereto.
  - b. Any representation, warranty, certification or agreement made by the Grantee in this Agreement, including terms and conditions, any exhibits, attachments or certifications hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement, shall prove to have been incorrect when made in any material respect.
  - c. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, ~~or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing.~~
  - d. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect.
  - e. Grantee defaults on a loan from a third party. Grantee shall provide the Grantor with immediate notice upon making a determination that it will default on a loan.
- Grantee shall have 30 days, or other amount of time specified by Grantor, from the date Grantor notifies it of the occurrence of a default to cure the default to Grantor's satisfaction. Grantee's failure to cure, or to initiate a cure, which is satisfactory to the Grantor, shall be a sufficient basis for the Grantor to terminate this Agreement and to direct Grantee to refund all funds disbursed to it by the Grantor within thirty (30) days of receipt of the notice of termination.
34. **FINES AND PENALTIES:** Grantee is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of funds under this Agreement may result in criminal, civil or administrative fines and/or penalties.
35. **INDEMNIFICATION AND LIABILITY:** The Grantee agrees to defend, indemnify and hold harmless the State, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in house and contracted attorneys' fees and expenses, caused by, arising out of or occurring in connection with (a) any breach or violation of this Agreement or agreements, contracts or subcontracts arising out of this Agreement, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from Grantee's negligent performance under this Agreement or agreements, contracts or subcontracts arising out of this Agreement, (c) any act, activity or omission of Grantee or any of its employees, representatives, contractors, subcontractors or agents.
36. **COMPLIANCE WITH TAX REQUIREMENTS:** The Grantee shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
37. **AUTHORIZATION:** Each Party to this Agreement represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Agreement and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and (c) this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms. Further, Grantee represents and warrants that it has the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project costs) to ensure proper planning, management, and completion of the project specified in the Project Scope of Work of this Agreement.
38. **GRANTOR RESERVATION OF RIGHTS:** Grantor hereby reserves any and all rights it may have in law or equity against Grantee for any breach or violation of this Agreement and, in addition thereto, for fraud, waste, abuse, malfeasance and mismanagement of funds.
39. **ENTIRE AGREEMENT:** This Agreement, consisting of the signature page, all sections, all terms and conditions and any exhibits, attachments and certifications included, constitutes the entire Agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior proposals, agreements and understandings between the Parties concerning the subject matter of this Agreement. Unless otherwise specified herein, amendments, minor Project Scope of Work changes, modifications and waivers must be in writing and signed by authorized representatives of the Parties. This Agreement can be signed in multiple counterparts. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the Grantor's and the Grantee's terms, conditions, exhibits and attachments, the Grantor's terms, conditions, exhibits and attachments shall prevail.

**State of Illinois - Environmental Protection Agency  
Drinking Water SRF Loan Schedule**

Print Date: 2/9/2016  
Total Disbursed: 4,838,747  
Interest rate: 1.9950%

Borrower: Sauk Village  
Project Number: L174623

Term: 19.5 Years

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Total Payment	Ending Balance
1	9/18/2015		4,797,219.23	3,319,105.14	650,000.00	35,661.90	1.9950	3,354,767.04	828,114.09
2	3/18/2016		924,337.09	18,010.56	0.00	8,251.63	1.9950	26,262.19	906,326.53
3	9/18/2016		906,326.53	20,373.03	0.00	9,040.61	1.9950	29,413.64	885,953.50
4	3/18/2017		885,953.50	20,576.25	0.00	8,837.39	1.9950	29,413.64	865,377.25
5	9/18/2017		865,377.25	20,781.50	0.00	8,632.14	1.9950	29,413.64	844,595.75
6	3/18/2018		844,595.75	20,988.80	0.00	8,424.84	1.9950	29,413.64	823,606.95
7	9/18/2018		823,606.95	21,198.16	0.00	8,215.48	1.9950	29,413.64	802,408.79
8	3/18/2019		802,408.79	21,409.61	0.00	8,004.03	1.9950	29,413.64	780,999.18
9	9/18/2019		780,999.18	21,623.17	0.00	7,790.47	1.9950	29,413.64	759,376.01
10	3/18/2020		759,376.01	21,838.86	0.00	7,574.78	1.9950	29,413.64	737,537.15
11	9/18/2020		737,537.15	22,056.71	0.00	7,356.93	1.9950	29,413.64	715,480.44
12	3/18/2021		715,480.44	22,276.72	0.00	7,136.92	1.9950	29,413.64	693,203.72
13	9/18/2021		693,203.72	22,498.93	0.00	6,914.71	1.9950	29,413.64	670,704.79
14	3/18/2022		670,704.79	22,723.36	0.00	6,690.28	1.9950	29,413.64	647,981.43
15	9/18/2022		647,981.43	22,950.03	0.00	6,463.61	1.9950	29,413.64	625,031.40
16	3/18/2023		625,031.40	23,178.95	0.00	6,234.69	1.9950	29,413.64	601,852.45
17	9/18/2023		601,852.45	23,410.16	0.00	6,003.48	1.9950	29,413.64	578,442.29
18	3/18/2024		578,442.29	23,643.68	0.00	5,769.96	1.9950	29,413.64	554,798.61
19	9/18/2024		554,798.61	23,879.52	0.00	5,534.12	1.9950	29,413.64	530,919.09
20	3/18/2025		530,919.09	24,117.72	0.00	5,295.92	1.9950	29,413.64	506,801.37
21	9/18/2025		506,801.37	24,358.30	0.00	5,055.34	1.9950	29,413.64	482,443.07
22	3/18/2026		482,443.07	24,601.27	0.00	4,812.37	1.9950	29,413.64	457,841.80
23	9/18/2026		457,841.80	24,846.67	0.00	4,566.97	1.9950	29,413.64	432,995.13
24	3/18/2027		432,995.13	25,094.51	0.00	4,319.13	1.9950	29,413.64	407,900.62
25	9/18/2027		407,900.62	25,344.83	0.00	4,068.81	1.9950	29,413.64	382,555.79
26	3/18/2028		382,555.79	25,597.65	0.00	3,815.99	1.9950	29,413.64	356,958.14
27	9/18/2028		356,958.14	25,852.98	0.00	3,560.66	1.9950	29,413.64	331,105.16
28	3/18/2029		331,105.16	26,110.87	0.00	3,302.77	1.9950	29,413.64	304,994.29
29	9/18/2029		304,994.29	26,371.32	0.00	3,042.32	1.9950	29,413.64	278,622.97
30	3/18/2030		278,622.97	26,634.38	0.00	2,779.26	1.9950	29,413.64	251,988.59
31	9/18/2030		251,988.59	26,900.05	0.00	2,513.59	1.9950	29,413.64	225,088.54
32	3/18/2031		225,088.54	27,168.38	0.00	2,245.26	1.9950	29,413.64	197,920.16
33	9/18/2031		197,920.16	27,439.39	0.00	1,974.25	1.9950	29,413.64	170,480.77
34	3/18/2032		170,480.77	27,713.09	0.00	1,700.55	1.9950	29,413.64	142,767.68
35	9/18/2032		142,767.68	27,989.53	0.00	1,424.11	1.9950	29,413.64	114,778.15
36	3/18/2033		114,778.15	28,268.73	0.00	1,144.91	1.9950	29,413.64	86,509.42
37	9/18/2033		86,509.42	28,550.71	0.00	862.73	1.9950	29,413.64	57,958.71

**State of Illinois - Environmental Protection Agency  
Drinking Water SRF Loan Schedule**

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Term: 19.5 Years

Borrower: Sauk Village  
Project Number: L174623

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Total Payment	Ending Balance
38	3/18/2034		57,958.71	28,835.50	0.00	578.14	1.9950	29,413.64	29,123.21
39	9/18/2034		29,123.21	29,123.21	0.00	290.43	1.9950	29,413.64	0.00
				4,243,442.23	650,000.00	225,891.68		4,469,333.91	