



ORDINANCE NO. 2023-26

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT—
ILLINOIS CLEAN ENERGY COMMUNITY FOUNDATION

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor be, and the same is hereby authorized and directed, to execute a grant agreement with Illinois Clean Energy Community Foundation, in substantially the form attached hereto as Exhibit "A", and, by this reference made a part hereof.

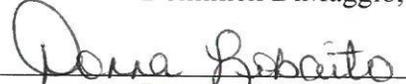
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on May 26, 2020:

AYES: Kaiser, Kosik, Rizzo, Corrigan, McCarthy, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: May 26, 2020

APPROVED: May 26, 2020

May 1, 2020



Ms. Pamela Newton
Chief Operating Officer
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

Re: **Request ID: 8076**

Dear Ms. Newton:

We are pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant to the Village of Hawthorn Woods ("the Grantee") to provide 50% of the cost of converting turf grass to pollinator meadow habitat at the approved Project Site(s), not to exceed \$20,000.

In accepting this grant, you agree to:

- submit your Site Design and Plan for Foundation review before work commences
- acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo
- maintain the pollinator meadow habitat established with the help of grant funds for a minimum of five years after installation is complete

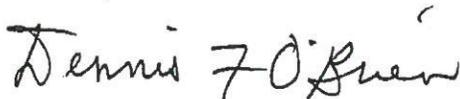
To accept the grant, please review, sign and return a complete countersigned copy of the grant agreement electronically to the Foundation via the "Requirements Section" of your online account as soon as possible, and **no later than one month from today**.

Please remember to take a "before" photo prior to the removal of the turf. This is very important, as it is required for approval of your Site Design and Plan and for payment.

Please keep a copy of the signed grant agreement for your records.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien". The signature is written in a cursive, slightly slanted style.

Dennis F. O'Brien
Executive Director



May 1, 2020

Ms. Pamela Newton
Chief Operating Officer
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

Re: **Request ID: 8076**

Dear Ms. Newton:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant to the Village of Hawthorn Woods ("the Grantee") to cover 50% of the cost of converting turf grass to pollinator meadow habitat at the approved Project Site(s), **not to exceed \$20,000**.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee.

Duration and Payment of Grant

This grant is to be used during the period **6/1/2020** through **11/30/2021** (the "Grant Period"). The grant will be paid on a reimbursement basis after all project activity is complete.

The Grantee is allowed up to two months after the Grant Project End Date to submit a Payment Request as it also serves as the Final Report for this project. The grant will be paid by the Foundation upon completion of the following:

- a) receipt and approval of a Site Design and Plan as described under the Reporting Requirements section beginning on page 3 of this agreement.
- b) successful installation of a minimum of 2 acres of Pollinator Meadow Habitat,
- c) receipt and approval of a Payment Request that includes:
 - 1) Final Project Expenditures Form showing the actual project expenditures against the original approved Project Budget; and
 - 2) A complete set of Invoice(s) for expenses listed in the Final Project Expenditures Form.
 - 3) An "after" photo of Project Site(s) taken from/of the same photo point as "before" photo to be submitted with Site Design Plan

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www.IllinoisCleanEnergy.org

To receive payment, the Grantee must complete the **Site Design and Plan Requirement** and the **Payment Request Requirement** via its online account. The Grantee is eligible to receive, as reimbursement, up to 50% of the actual habitat installation costs, or \$20,000, *whichever is less*. The Foundation's payment may include a reimbursement of 50% of year one maintenance costs, or \$1,000, *whichever is less*. Year one is the calendar year immediately following the year of installation.

Work under the grant must be completed by the end of the grant period.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

- a) such action is necessary to comply with any applicable law or regulation;
- b) the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
- c) the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the conversion of **a minimum of 2 acres** of turf grass into Pollinator Meadow Habitat at Meadowlark Park and Arboretum (the "Project") per the Project Proposal submitted to the Foundation.

The Grantee agrees to:

- a) submit a Site Design and Plan and a "before" photo of the Project Site(s) to the Foundation for approval **before** work begins
- b) convert a minimum of 2 acres total of turf grass to Pollinator Meadow that meet the Minimum Habitat Requirements
- c) acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo
- d) maintain the Pollinator Meadow Habitat for a minimum of 5 years beyond the year it is seeded

The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal,

state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

Site Design and Plan

The Foundation requires the Grantee to submit a Site Design Plan via its online account **before** any work at the Project Site(s) commences. It should contain:

- a) A word, PDF, or other document that includes a visual/diagram that outlines the size and location of the planned layout of grant-supported Pollinator Meadow(s) conversions within the larger Project Site(s). The site design diagram must show the location of the planned habitat in relation to:
 - existing habitat that will remain – both native and non-native
 - nearby public access and use amenities (i.e. parking lots, trails, sports fields, playgrounds, etc.)
 - both natural and manmade lakes and drainage basins
 - other key features of the Project Site(s)
- b) A Work Plan that includes:
 - a timeline and major tasks related to site preparation, planting techniques, maintenance schedule (i.e. prescribed burning or mowing schedule) monitoring plan, which indicates who is responsible for each project task
 - a description of the seed mix that demonstrates the Minimum Habitat Requirements will be met and lists the source(s)
- c) A “before” photo(s) of the Project Site(s)

Final Report

The Payment Request will also serve as the Final Report for this project and is due no later than 2 months after the Grant Project End Date.

Post-Grant Species Monitoring

The Grantee agrees to monitor the site for three consecutive years after seeding is completed to document the germination and establishment of native plant species during the growing season according to the schedule and protocol included in the Grantee's Site Design Plan and approved by the Foundation.

Publicity

The Grantee agrees to acknowledge the Foundation's contribution to the Project with permanent signage at the Project Site(s) displaying the Foundation's full name and colored logo. The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records, including species monitoring, about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

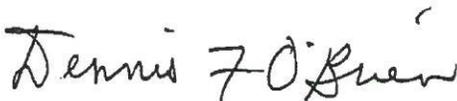
The Grantee further confirms that it will remain a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with the appropriate state and federal government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



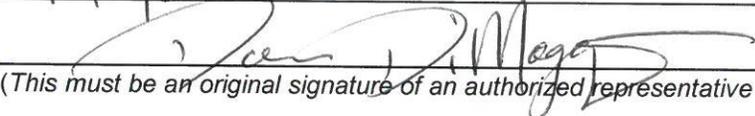
Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee _____
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee Dominick DiMaggio

Title of Signer Mayor

Authorized Signature 
(This must be an original signature of an authorized representative of the Grantee.)
(such as an Executive Director or Board Member)

Date Signed 5/26/2020