



City of Joliet

Joliet Historic Preservation Commission

Meeting Agenda

Commission Members

Quinn Adamowski
Brian Bessler
Mary Beth Gannon
Kevin Heinemann
Candace Johnson
Kailee Lowry
Sharon Merwin
Aaron Mikottis
Ken Spiegel
Sara Stovall
Steven Wright

Wednesday, April 23, 2025

6:00 PM

City Hall, Council Chambers

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

DECLARATION OF QUORUM

APPROVAL OF MINUTES

Joliet Historic Preservation Commission Regular Meeting Minutes 2-26-25

Attachments: [JHPC 2-26-25 Minutes.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Commission members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

COMMITTEE REPORTS

OLD BUSINESS

NEW BUSINESS

Grant Agreement with the State of Illinois Department of Natural Resources for the Joliet Oral Histories Context Study Project

Attachments: [Staff Report C.L.G. Grant Agreement - Oral History Project.pdf](#)
[CLG25002 Joliet Oral Histories FY25 Draft Grant Agreement.pdf](#)

Programmatic Agreement between City of Joliet, the Illinois State Historic Preservation Officer, and the Advisory Council on Historic Preservation

Attachments: [Programmatic Agreement Section 106.pdf](#)
[Resolution Programmatic Agreement.pdf](#)

Joliet Historic Preservation Commission Annual Report for 2024

Attachments: [Staff report JHPC 2024 Annual Report.pdf](#)
[CLG-Annual-Update-City of Joliet 2024.pdf](#)

Annual Historic Preservation Awards

Attachments: [Staff Report Annual Awards April 2025 Meeting.pdf](#)
[900NorthRaynor-AnnualHP-AwardNomForm.pdf](#)
[Annual Historic Preservation Award Nomination Form Patrick Haley Mansion.pdf](#)

National Historic Preservation Month (May) Events and Activities

Attachments: [Staff Report National Historic Preservation Month \(May\) Events and Activities.pdf](#)

STAFF REPORTS

COMMISSIONER COMMENTS

PUBLIC COMMENT

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Commission members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8476

Agenda Date:4/23/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Wednesday, February 26, 2025

6:00 PM

City Hall, Council Chambers

Joliet Historic Preservation Commission

Commission Members

Quinn Adamowski

Brian Bessler

Mary Beth Gannon

Kevin Heinemann

Candace Johnson

Kailee Lowry

Sharon Merwin

Aaron Mikottis

Ken Spiegel

Sara Stovall

Steven Wright

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

CALL TO ORDER

DECLARATION OF QUORUM

Present Brian Bessler, Candace Johnson, Kailee Lowry, Sharon Merwin, Sara Stovall and Ken Spiegel
Absent Quinn Adamowski, Mary Beth Gannon, Kevin Heinemann, Steven Wright and Aaron Mikottis

APPROVAL OF MINUTES

**Joliet Historic Preservation Commission Regular Meeting
Minutes 1-22-25**

[TMP-8281](#)

Attachments: [JHPC 1-22-25 Minutes.pdf](#)

A motion was made by Kailee Lowry, seconded by Sara Stovall, to approve Joliet Historic Preservation Commission Regular Meeting Minutes 1-22-25. The motion carried by the following vote:

Aye: Bessler, Johnson, Lowry, Merwin, Stovall and Spiegel

Absent: Adamowski, Gannon and Heinemann

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

COMMITTEE REPORTS

None

OLD BUSINESS

a. Election of Chair

[TMP-8282](#)

A motion was made by Ms. Merwin, seconded by Ms. Stovall, to suspend the Commission rules to accommodate the voting process. All Commission members were in favor.

There was a discussion about Chair term lengths.

A motion was made by Sharon Merwin, seconded by Sara Stovall, to appoint Candace Johnson to Chair. The motion carried by the following vote:

Aye: Bessler, Johnson, Lowry, Merwin, Stovall and Spiegel

Absent: Adamowski, Gannon and Heinemann

b. Election of a Vice Chair

[TMP-8283](#)

A motion was made by Kailee Lowry, seconded by Ken Spiegel, to appoint Brian

Bessler to Vice-Chair. The motion carried by the following vote:

Aye: Bessler, Johnson, Lowry, Merwin, Stovall and Spiegel

Absent: Adamowski, Gannon and Heinemann

NEW BUSINESS

a. Public Hearing: LHD-1-2025 - Rescind Local Historic District designation from the Whitney Terrace Local Historic District (412, 414, 416, 418, 420, and 422 Whitney Avenue and its associated common area)

[TMP-8289](#)

Attachments: [LHD-1-2025 Staff Report Packet.pdf](#)

Planner Jayne Bernhard read the petition title. At the request of Ms. Johnson, a motion was made by Ms. Merwin, seconded by Ms. Lowry, to open the public hearing. All Commission members were in favor. Ms. Bernhard read the staff report into the record. Ken Spiegel appeared on behalf of the petition. There was a discussion about Whitney Terrace Local Historic District design guidelines, application of design guidelines relating to de-designation, common area cosmetic regulations, and local landmark designation for individual properties. A motion was made by Ms. Lowry, seconded by Ms. Stovall, to close the public hearing. All Commission members were in favor.

A motion was made by Sharon Merwin, seconded by Kailee Lowry, to deny Public Hearing: LHD-1-2025 - Rescind Local Historic District designation from the Whitney Terrace Local Historic District (412, 414, 416, 418, 420, and 422 Whitney Avenue and its associated common area). The motion carried by the following vote:

Aye: Johnson, Lowry, Merwin and Stovall

Nay: Bessler and Spiegel

Absent: Adamowski, Gannon and Heinemann

b. Annual Awards Announcement

[TMP-8290](#)

Ms. Bernhard gave an overview of the Annual Joliet Historic Preservation Award timeline. There was a discussion about an award celebration and City Council proclamation.

STAFF REPORTS

Ms. Bernhard provided an update on the Joliet Area African American Historic Context Study. Ms Lowry gave an overview of the community collection scan of artifacts event. There was a discussion about continued submittal of artifacts, access to the scanned documents, final deliverables related to educational curriculum, and school districts' archives.

Ms. Bernhard discussed the Comprehensive Plan and the upcoming Comprehensive Plan Advisory Committee meeting.

Ms. Bernhard explained the applicants of St. Joe's Church Landmark application met with City administration. Ms. Johnson spoke about the St. Joe's Church Landmark application.

Ms. Bernhard discussed the status of the C.L.G. application.

COMMISSIONER COMMENTS

Ms. Merwin discussed an article in Landmarks Illinois newsletter and federal grant funds.

Ms. Johnson distributed St. Joe's Church brochures with information about the Church's history, layout and stained-glass windows. There was a discussion about stained-glass windows and walking tours.

Ms. Bernhard discussed possible bus tours in partnership with the Joliet Area Historical Museum. Ms. Lowry explained the need for affordable bussing options.

PUBLIC COMMENT

None

ADJOURNMENT

Ms. Merwin inquired about the second City Council meeting in March. There was a discussion about March holidays.

A motion was made by Sharon Merwin, seconded by Brian Bessler, to approve adjournment. The motion carried by the following vote:

Aye: Bessler, Johnson, Lowry, Merwin, Stovall and Spiegel

Absent: Adamowski, Gannon and Heinemann

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8479

Agenda Date:4/23/2025

STAFF REPORT

DATE: April 10, 2025
TO: Joliet Historic Preservation Commission
FROM: Jayne M. Bernhard, Secretary to the Joliet Historic Preservation Commission
SUBJECT: Grant Agreement with the State of Illinois Department of Natural Resources for the Joliet Oral Histories Context Study Project

BACKGROUND

The State of Illinois' Certified Local Government (CLG) matching grant program annually provides preservation and heritage planning opportunities for 83 Illinois municipalities that have been certified by the Illinois State Historic Preservation Office. The City of Joliet—by having a qualified historic preservation commission, Historic Preservation Ordinance, and system for the survey and inventory of local historic resources—is a CLG.

In November 2024, the City of Joliet, through its Historic Preservation Commission, sought a CLG grant in the amount of \$21,000 to fund an oral history project focusing on the history and culture of the Joliet area Black community. Such grant funding would leverage the ongoing Joliet African American Historic Context Study project to allow for more individual stakeholder engagement, enable high-quality video interviews and creation of a digital archive that can be publicly available.

The City of Joliet was recently notified that it was awarded the requested \$21,000 in CLG grant funding for this project.

CONCLUSION

Approval of the Intergovernmental Grant Agreement with the State of Illinois Department of Natural Resources, the agency that administers funding for the Certified Local Government Grant program, will advance the goals of the Joliet Area African American Historic Context Study and enable oral histories to be recorded as part of this project. The City has the funds to meet the required 30% local match for this reimbursement grant program through its Planning Division Professional Services budget (Org # 02024000; Obj # 523300; \$9,000).

The project period begins on the date of the signed Grant Agreement and includes expenditures incurred through June 01, 2027.

ATTACHMENTS

- Grant Agreement



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
City of Joliet**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Joliet (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

PART THREE – Project-Specific Terms

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

Department of Natural Resources

By: _____

Signature of Natalie Finnie, Director

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

City of Joliet

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(Optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

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 upon execution and expires on 06/01/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds \$21,000.00, of which all 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**):
Disbursements: The disbursement of funds will be made after the final execution of the grant, and upon submission by the grantee of a written request for payment on the Request for Reimbursement form provided by DNR. Requests for reimbursement can be made at the conclusion of the grant project. All payments shall be based upon documentation of project expenditures as submitted by the grantee, as provided below:

2.4. 1. All billings shall be submitted within ninety (90) days following the end of project completion. Failure to do so may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

2.5. 2. Project costs for which reimbursement is sought cannot be incurred by the grantee prior to the effective date of the agreement, unless otherwise authorized by the DNR. Costs incurred prior to DNR approval are ineligible for grant assistance. If purchase is initiated and documented by a written purchase order or invoice prior to the end of the term of the grant agreement and payment is made within 30 - 60 days, the expense may be allowable.

2.6. 3. Final payment will not be processed until the Final Report and Request for Reimbursement are received and approved by the DNR. All local match (if any) will be paid by the grantee who will provide documentation whenever making quarterly reports or requests for reimbursement.

2.7. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is n/a , the federal awarding agency is n/a, and the Federal Award date is n/a. If applicable, the Assistance Listing Program Title is Historic Preservation Grants- In-AID and Assistance Listing Number is 15.904. The Catalog of State Financial Assistance (CSFA) Number is 422-50-1655 and the CSFA Name is CLG - Certified Local Government Grants Program (FY25). If applicable, the State Award Identification Number (SAIN) is CLG25002.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **UKXHU6SJXLR9** is Grantee's correct UEL; (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 change, 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: **366088568** 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 government.

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

This project is to prepare and conduct oral histories with Black residents who have a historical association with the project area. The project area is the greater Joliet area; however, in practice, there is a focus on neighborhoods on the east side of the Des Plaines River and near west side, including areas within the City limits of Joliet, unincorporated Joliet Township and unincorporated Lockport Township. The purpose of this grant request is to obtain funding to document Black voices through personal interviews as part of the overall Joliet African American Historic Context Study project. Oral history projects are time-consuming and therefore expensive to undertake. The existing budget for the Context Study only allows for limited individual stakeholder engagement.

The deliverables for this project are edited and transcribed videography of a minimum of 15 oral history interviews. The interviews, which without support of this funding would be available only as transcriptions, will each comprise an approximately 45-90 min conversation between a local interviewer and a member of the Joliet area community with significant recollections related to the city's African American history. The digital oral histories will be made available on-line through the City of Joliet as well as through project partners such as the Joliet Area Historical Museum and Joliet Public Library. Written transcriptions as well as the digital will also be provided to these institutions.

This project is needed to:

- document Joliet area Black history in an accurate narrative,
- acknowledge racial injustice using history,
- recognize historic properties important to the Black community,
- challenge misinformation about the Black experience
- record Black voices for future generations, and
- place Route 66 history in context with the history of the south side and black residents.

As a result of marginalization or blatant racial discrimination, there are few written sources by which to document Joliet area Black history in an accurate narrative. This oral history project would enable the overall Context study project to interview more people and to capture actual voices of these interviews through digital media. The existing budget for the Context Study only allows for limited individual stakeholder engagement. All five consultant firms that responded to the request for qualifications for the Joliet Area African American Historic Context Study back in May 2024 indicated that additional funding would be needed to undertake an extensive series of stakeholder interviews let alone a robust oral history documentation project that included videography, editing, digital media production.

The digital archive, which will be made available online, will provide primary resources to direct and further illuminate the Context Study as well as provide direction for future intensive-level historic resource documentation of Joliet area historic properties. The City currently lists only one property associated with the Black community in this database of designated historic properties. Documenting history associated with the Joliet area's unrepresented minority populations has been identified as a priority by the Joliet Historic Preservation Commission. The Joliet Area Historical Museum believes that the information generated from the Oral History project will substantially advance the base of available information on the places and people that are important to Joliet's Black heritage and Joliet's overall historic development.

Other expected benefits include improved efforts to historically interpret and teach African American History in the region, through curricula at K-12 schools, or at area institutions including libraries and museums. Hearing history as recalled by people who lived it, and seeing them recount their stories, significantly broadens the potential for reach and impact of interpretation efforts for both child and adult learners and helps ensure that these significant voices in our community are not lost.

This Oral History project is enthusiastically being supported by the City of Joliet, Will County, Joliet Township and Lockport Township as well as the African American Business Association, Joliet Area Historical Museum, State Representative Avelar, State Representative Walsh, State Senator Ventura. The City of Joliet and these partners anticipate that this project will result in community conversations and forge new or reestablish community partnerships around the history of diversity, equity and inclusion in Joliet.

EXHIBIT B

DELIVERABLES OR MILESTONES

The deliverables for this project are edited and transcribed videography of a minimum of 15 oral history interviews. The interviews, which without support of this funding would be available only as transcriptions, will each comprise an approximately 45-90 min conversation between a local interviewer and a member of the Joliet area community with significant recollections related to the city's African American history. The digital oral histories will be made available on-line through the City of Joliet as well as through project partners such as the Joliet Area Historical Museum and Joliet Public Library. Written transcriptions as well as the digital will also be provided to these institutions.

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: Susan Duke

Title: Conservation Grant Administrator

Address: 1 Natural Resources Way, Springfield, IL 62702

GRANTEE CONTACT

Name: Jayne Bernhard

Title: City Planner

Address: 150 W Jefferson St , Joliet, IL 60432

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Susan Duke	Name: Jayne Bernhard
Title: Conservation Grant Administrator	Title: City Planner
Address: 1 Natural Resources Way, Springfield, IL 62702	Address: 150 West Jefferson Street, Joliet, Illinois 60432
Phone: 217-785-4416	Phone: (815) 724-4052
TTY#:	TTY#:
E-mail Address: susan.duke@illinois.gov	E-mail Address: jbernhard@joliet.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

At the completion of the Project, grantees must submit a copy of the updating Historic Preservation Plan (on one searchable PDF) with photographs, saved on a jump drive, CD or DVD.

This is a reimbursement grant. Terms for reimbursement are enumerated in the Certified Local Government Program Matching Grants and Application Guidelines (FFY2024) and include the submittal of the completed project, progress reports, fiscal forms, and Completion Report. The CLG Grant Completion Report has both a Narrative and a Financial Portion. Prior to the end of the Project Period (Sept 1, 2025), the Grantee shall email the report to DNR.Grants@illinois.gov.

The Narrative Portion is comprised of:

- Complete description of the Project and its components;
- Assessment of the degree of success achieved by the Project;
- Description of all promotional and publicity activities involved in the Project, if any. Include relevant newspaper articles, handouts, news releases, etc.;
- Resumes for the principal individuals engaged in the Project;
- Discussion of any problems encountered in the implementation of the Project and their resolutions;
- Digital files of Project publications, including brochures, guidebooks, newsletters, planning documents, video recordings, etc. For Survey Projects, follow the submission requirements in the Guidelines.

The Financial Portion consists of:

- Completed and signed Forms 1 through 5 (See grant manual attachment)
- Relevant documentation that supports each form, as required, such as payroll statements and donor valuations;

EXHIBIT E

SPECIFIC CONDITIONS

There are no specific conditions for this grantee.

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. The signature of the Authorized Representative for the Grantor on the signature page of this Award is considered the Authorized Signatory for purposes of this Agreement. Any amendments or changes to this Agreement must be approved and signed by the Authorized Signatory.

**ARTICLE XXIV
ILLINOIS WORKS JOBS ACT**

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

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

**ARTICLE XXV
ADDITIONAL BUDGET PROVISIONS**

25.1. Restrictions on Discretionary Line-Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (1) ten percent (10%) of the Budget line item, or (2) one thousand dollars (\$1,000) of the Budget line item. Discretionary line-item transfers may not result in an increase to the Budget Total. Transfers above 10% of a line item, or over \$1,000 must be requested in advance and be approved by the Grantor.

**ARTICLE XXVI
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS**

26.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund Grant Funds disbursed to it under this Agreement for costs determined ineligible,

(b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

26.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

ARTICLE XXVII ADDITIONAL MODIFICATION PROVISIONS

27.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 2.1 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

ARTICLE XXVIII ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

28.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of

equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

28.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

ARTICLE XXIX APPLICABLE STATUTES

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

29.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations.

29.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

29.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

29.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq).

ARTICLE XXX ADDITIONAL MISCELLANEOUS PROVISIONS

30.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

**ARTICLE XXXI
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

31.1. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

31.2. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

**ARTICLE XXXII
INCORPORATION**

32.1. Incorporation into Agreement. The full Uniform Application, Uniform Budget, Grant Manual, are hereby incorporated into this Agreement and therefore are a part of this Agreement.

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:

The Grants manual, a copy of which the IDNR previously provided to the Grantee, is hereby incorporated herein by reference, and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants manual and (2) agrees to comply with the same. _____(initials of signator).



Memo

File #: TMP-8482

Agenda Date: 4/23/2025

TO: Joliet Historic Preservation Commission

FROM: Jacqueline Lozada, CDBG Program Manager

SUBJECT:

Programmatic Agreement between City of Joliet, the Illinois State Historic Preservation Officer, and the Advisory Council on Historic Preservation

BACKGROUND:

As a direct recipient of funds from the US Department of Housing and Urban Development (HUD), Illinois Housing Development Authority (IHDA), and the Illinois Department of Commerce and Economic Opportunity (DCEO) - the City of Joliet is subject to the National Historic Preservation Act of 1966 and implementing federal regulations described within 36 CFR Part 800. These regulations refer to the terms that all funded activities effectively respond to undertakings, findings, and the resolution of adverse effects on historic and potentially historic properties when utilizing grant opportunities. The City is currently operating without an active State Historic Preservation Officer (SHPO) Programmatic Agreement, resulting in all Environmental Reviews being sent to the State level to review and approve. This Agreement would allow the City to utilize internal Qualified Personnel, with the required Section 106 Certification to act on behalf of the Illinois SHPO - to assist with Environment Reviews, determine Historic Properties, and Areas of Potential Effects for a variety of projects including; rehabilitation, new construction, demolition, infrastructure improvements, among other eligible activities. An active Agreement would allow the internal Qualified Personnel to make such determinations, eliminating the State's 60-day review period and avoiding additional external delays.

CONCLUSION:

This Programmatic Agreement will effectively streamline the City's funding opportunities - minimizing external review periods and utilizing the certified internal staff when completing Environment Reviews required for funded activities.

RECOMMENDATION:

The administration recommends the approval and execution of the Programmatic Agreement - as reviewed and approved by the City's Legal Department, the State of Illinois Regulatory Review & Compliance Officers, the Illinois Department of Natural Resources, and the Advisory Council on Historic Preservation Agency.

**PROGRAMMATIC AGREEMENT AMONG
THE CITY OF JOLIET,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR THE ADMINISTRATION OF SECTION 106
FOR CERTAIN PROGRAMS FUNDED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
May 1, 2025, TO April 30, 2030
SHPO LOG #016030119**

THIS PROGRAMMATIC AGREEMENT (“Agreement”) is entered into as of November 1, 2024, between the City of Joliet (City), the Illinois State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP).

WHEREAS, the City is a direct recipient of funds from the U.S. Department of Housing and Urban Development (HUD) and a subrecipient of HUD funds via the Illinois Housing Development Authority and/or the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, in accordance with 24 CFR Part 58.4, HUD recognizes the City as a Responsible Entity (“RE”) for programs and activities within the City of Joliet that are identified in 24 CFR Part 58.1(b); and

WHEREAS, collectively, these programs as enumerated in Appendix A are administered by the City’s Neighborhood Services Department, Community Development Division (Department), and may provide financial support for a wide variety of activities, including rehabilitation, new construction, demolition, infrastructure improvements, and other eligible activities; and

WHEREAS, projects that receive such funds constitute “Undertakings,” as defined in 36 CFR 800.16(y), subject to the National Historic Preservation Act of 1966, as amended, [54 U.S.C. § 306108](#), and its implementing regulations ([36 CFR Part 800](#)) (Act); and

WHEREAS, as used herein, “SHPO” means the Illinois governmental official appointed or designated pursuant to section §302301.1 of the Act to administer the State Historic Preservation Program or a representative designated to act for the SHPO (see [36 CFR 800.2\(c\)\(1\)](#)); and

WHEREAS, the Illinois State Historic Preservation Office currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated SHPO; and

WHEREAS, the Department has consulted with the SHPO pursuant to the Act; and

WHEREAS, the Department has consulted with the SHPO pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended ([42 U.S.C. § 4821](#)) and the Residential Lead-Based Paint

Hazard Reduction Act of 1992 ([42 U.S.C. § 4851](#)) and their implementing regulations, “General Lead-Based Paint Requirements and Definitions for All Programs” ([24 CFR Part 35](#)); and

WHEREAS, the Department and the SHPO have determined that the Department can more effectively fulfill responsibilities under the Act for the specified HUD-funded activities, and Section 106 review and other responsibilities on behalf of other jurisdictions with whom it has intergovernmental agreements, if a programmatic approach is used to delegate Section 106 and other compliance responsibilities to the Department, pursuant to [36 CFR Part 800.14\(b\)](#); and

WHEREAS, the City is a Certified Local Government in good standing with a Historic Preservation Commission (Commission) and Qualified Personnel (as defined and further described in Stipulation II. A. below) who will carry out the duties enumerated below; and

WHEREAS, on April 4, 2024, in accordance with [36 CFR 800.14\(b\)\(2\)](#), the Department invited the ACHP to participate in the consultation to establish this Agreement, and on April 19, 2024 the ACHP chose not to participate in the consultation;

WHEREAS, the Native American tribes that have claimed all or part of City of Joliet as ancestral lands are enumerated in Appendix C and the HUD Tribal Directory Assessment Tool (TDAT); and

WHEREAS, recognizing the government-to-government relationship with federally recognized Indian tribes, the City invited the tribes enumerated in Appendix C and the HUD TDAT to participate in consultation pursuant to [36 CFR § 800.2\(c\)\(2\)\(ii\)](#); and

WHEREAS, Federally Recognized Tribes were contacted to participate, but no tribes chose to participate in consultation. Tribes will be contacted on a project-by-project basis for ground disturbing and other projects per HUD guidance and the City has no tribal consultation to sign this Agreement as Signatories or Concurring Parties; and

NOW, THEREFORE, the Department and the SHPO agree that the programs shall be implemented in accordance with the following stipulations in this Agreement in order to take into account the effect of Undertakings on historic and potentially historic properties.

STIPULATIONS

I. Incorporation of Whereas Clauses

The Department and the SHPO hereby incorporate by reference the WHEREAS clauses set forth above as if fully set forth herein.

II. Qualified Personnel

- A. The Department shall ensure that it maintains staff, whether employed or contracted, hereafter referred to as “Qualified Personnel,” that meets the following enumerated qualifications. Qualified Personnel’s curriculum vitae and, if applicable, proof of successful completion of “The Section 106 Essentials” course shall be submitted to the SHPO for review and concurrence.

1. The [Secretary of the Interior's Professional Qualification Standards](#) for History or Architectural History, as authorized by [36 CFR 61.1\(c\)](#); and
 2. One of the following:
 - a. Successful completion of "The Section 106 Essentials" course given by the ACHP (see: www.achp.gov/training/classroom). To be considered as Qualified Personnel, Contractors must have successfully completed the course at the time of hiring, and City employees must successfully complete the course within 12 months of hiring or within 12 months of the acceptance of this Agreement and provide proof of that completion to the SHPO; or
 - b. One year of direct experience with the implementation of the Section 106 process; and
 3. Successful completion of at least one ACHP webinar (see: <https://www.achp.gov/training/webinars>) per year on a Section 106 topic. Proof of completion must be submitted to the SHPO with the Certified Local Government Annual Report pursuant to Stipulation XII. F.
- B. The Department shall ensure that all historic preservation work carried out pursuant to this Agreement is carried out by or under the direct supervision of Qualified Personnel.
 - C. The Department shall notify the SHPO of Qualified Personnel changes or vacancies. During periods of Qualified Personnel vacancy, the Department must submit all Undertakings to the SHPO for review under the Act.
 - D. If the Department does not have Qualified Personnel in place for a period longer than 6 months, then this Agreement will terminate, and the Department will comply with 36 CFR §§ 800.4 through 800.6 with regard to Undertakings covered by this Agreement.

III. Activities that constitute an Undertaking and are governed by this Agreement

- A. A project, activity, or program that is partially or wholly funded, licensed, or permitted by the federal programs listed in Appendix A constitutes an "Undertaking" subject in its entirety to this Agreement.
- B. Undertakings that contain ground-disturbing activities must be submitted to the SHPO for archaeological review pursuant to Section 106. The Department's submission to the SHPO must contain a cover letter that includes the paragraph in Appendix B. If the SHPO determines that there are no significant archaeological resources present in the project area, the SHPO shall return the Undertaking to the Department for continued review pursuant to Stipulation V et seq. of this Agreement. Prior to the initiation of construction activities for all Undertakings that contain ground-disturbing activities, Qualified Personnel shall distribute Appendix D to all workers implementing the Undertaking. If the SHPO determines that the project area contains significant archaeological resources, the Undertaking will not be subject to this Agreement, and the SHPO will complete the

Section 106 review of the Undertaking in consultation with the Department.

- C. For the purposes of this Agreement, ground-disturbing activities include but are not limited to the following:
 - 1. Excavation for entirely new footings and new foundations
 - 2. Installation of entirely new utilities, such as sewer, water, electrical, gas, and leach lines; wells; storm drains; and septic tanks.
- D. For the purposes of this Agreement, ground-disturbing activities do not include the following:
 - 1. Repair, removal, or replacement in kind of existing utilities in the same locations. Utilities include sewer, water, electrical, gas, and leach lines; storm drains; septic tanks; and wells.
 - 2. Installation of new utilities when those new utilities are replacing existing utilities that must be relocated to meet City code requirements.
 - 3. Repair, removal, or replacement in kind of existing, non-historic infrastructure, such as foundations, sidewalks, curbs, driveways.
 - 4. Replacement of existing porch footings in their current locations.

IV. Tribal Consultation

The Tribes in Appendix C have declined participating in consultations on individual undertakings covered under this Agreement. However, all Tribes in Appendix C and the HUD TDAT must be consulted pursuant to Stipulations IX.. A list of tribes to consult for federally funded projects can be obtained at <https://egis.hud.gov/TDAT/>. All tribes listed on the HUD TDAT will be consulted per federally funded project. All tribes with interest are consulted per project when the project involves any ground disturbing activities and other activities per HUD guidance.

V. Determining a Historic Property and an Area of Potential Effects (APE)

- A. When an Undertaking is proposed for a property, the property must undergo a determination as set forth in Stipulation V. C, regardless of previous evaluations. Notwithstanding the foregoing, the Qualified Personnel may consider previous evaluations in its determination.
- B. Determining the Area of Potential Effects (APE)

For each Undertaking, Qualified Personnel shall determine an APE, as defined in [36 CFR](#)

[800.16\(d\)](#) and described in [36 CFR 800.4\(a\)](#).

C. Determination of a “Historic Property”

1. Qualified Personnel shall review existing information on resources within the APE. For resources not individually listed on the National Register of Historic Places (NRHP), Qualified Personnel shall apply the NRHP criteria. Existing information consulted must include but is not limited to:
 - a. The current list of NRHP properties in the City
 - b. The current listing of City of Joliet’s Register of Historic Places, i.e., current landmark list
 - c. Rural Historic Structural Surveys for the City of Joliet
 - d. The current landmark list and surveys for the municipalities within City of Joliet participating in the programs included in Appendix A
 - e. The Illinois Historic Sites survey (1972)
 - f. Designations of significant buildings or buildings of merit cataloged as part of the land use and building condition surveys for official neighborhood plans in City of Joliet and/or other comprehensive building surveys Historic structures surveys of the City
2. Additional surveys shall be conducted in a manner responsive to the nature of the Undertaking if Qualified Personnel determine additional information is required to adequately assess the presence of historic properties. As appropriate, the focus of identification surveys shall not be property-by-property but may focus on select resources in proportion to, and depending on the location of, the Undertaking.
3. In the case that Qualified Personnel has questions concerning NRHP eligibility of a certain property or resource, he or she may forward documentation to the Commission for evaluation and recommendation.
4. In the case that the Commission has questions concerning the NRHP eligibility of a certain property or resource, the Commission may forward documentation to the SHPO for evaluation and recommendation. If the Commission chooses not to accept the recommendation of the SHPO, Qualified Personnel may forward adequate documentation, including the recommendation of the SHPO, to the Keeper of the NRHP for the formal determination of NRHP eligibility, in accordance with [36 CFR 800.4\(c\)\(2\)](#). Qualified Personnel shall notify the SHPO of the Commission’s decision.
5. Qualified Personnel may submit NRHP eligibility determinations for properties to the Commission and SHPO concurrently to expedite the Section 106 review.
6. Properties not listed in the NRHP and reviewed by Qualified Personnel for eligibility in

the NRHP will be documented as such by Qualified Personnel, and a copy of the determination will be included in the individual project files and submitted to the SHPO.

- D. A property shall be considered a “Historic Property” when one or more of the following applies:
1. A property is individually listed in the NRHP;
 2. A property is located within the boundaries of an existing NRHP-listed historic district and has been determined by Qualified Personnel to be contributing to that district;
 3. A property has been determined by Qualified Personnel to be eligible for individual listing in the NRHP;
 4. A property that Qualified Personnel has determined to be contributing to an area that Qualified Personnel has determined eligible for listing in the NRHP as a historic district, as defined in [36 CFR 67.5](#);
 5. A property is a National Historic Landmark;
 6. A property is a locally designated landmark, either individually or as part of a landmark district.
- E. If Qualified Personnel determines that there are no Historic Properties present in an Undertaking’s APE, Section 106 requirements are satisfied, and the Undertaking can proceed in accordance with [24 CFR Part 58](#).
- F. Undertakings for which Qualified Personnel determined that no Historic Properties were involved must be re-evaluated under this Agreement if the Undertaking does not proceed within two (2) years of the date of the determination.
- G. Qualified Personnel may elect to submit a Historic Property to SHPO for further review and determination.

VI. Exempt Activities for SHPO Purposes

For Undertakings that involve Historic Properties or are within APEs that contain Historic Properties, as determined by Qualified Personnel, review of the following specific activities is not required because there is limited potential for the activity to result in an adverse effect.

- A. Repair or replacement of electrical, plumbing, heating, and ventilation systems or their components, when no structural alteration is involved. This includes repair or replacement of electrical panels, breakers, circuits, switches, receptacles, plumbing and water lines, drains, sewers, fixtures, water heaters, heating vents, floor furnaces, wall heaters, central heat systems, and gas lines.
- B. Repair or replacement of existing asphalt roofing shingles with new asphalt roofing

shingles.

- C. Non-structural, non-permanent interior modifications for handicapped accessibility in kitchens and bathrooms, including grab bars, walk-in/roll-in tubs/showers, etc.
- D. Non-structural interior modifications such as installing smoke/carbon monoxide detectors, weatherstripping, caulking, wall/trim repairing, painting previously painted surfaces, and installing new hardware where no historic hardware is present.
- E. Painting of any exterior component that has previously been painted.
- F. Repair, removal, or replacement in kind of existing utilities in the same locations. Utilities include sewer, water, electrical, gas, and leach lines; storm drains; septic tanks; and wells. Installation of new utilities when those new utilities are replacing existing utilities that must be relocated to meet City code requirements.
- G. Repair, removal, or replacement in kind of existing, non-historic infrastructure, such as foundations, sidewalks, curbs, driveways.
- H. Replacement of existing porch footings in their existing locations.
- I. Activities involving historic infrastructure, such as but not limited to stone and brick sidewalks, curbs, and roads, and historic street furniture, such as but not limited to street lighting, benches, and water fountains, are NOT exempt from review.
- J. Acquisition, refinance, or acquisition assistance.

VII. Reviewing Undertakings that Affect “Historic Properties”

- A. Undertakings that Involve Interior and/or Exterior Rehabilitation of Historic Properties
 - 1. Prior to the initiation of the Undertaking, Qualified Personnel shall review work write-ups, plans and/or specifications for all activities not listed as exempt under Stipulation VI to determine whether they meet [*The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*](#) (Standards).
 - 2. Should Qualified Personnel recommend modifications to the plans and specifications to ensure that the project meets the Standards, program recipients shall make the appropriate modifications and submit revised work reports or plans to Qualified Personnel. Should program recipients determine that they cannot make the modifications recommended by Qualified Personnel in order to meet the Standards, the Undertaking will constitute an Adverse Effect, and Qualified Personnel will consult with the SHPO and initiate the consultation process set forth in 36 CFR Part 800.6.
 - 3. If Qualified Personnel determine that an Undertaking will have No Adverse Effect on a Historic Property, the Undertaking may proceed in accordance with 24 CFR Part 58.

Documentation shall be placed in individual project files by Qualified Personnel or the Department.

B. Undertakings that Involve the Demolition or Relocation of Historic Properties

For Undertakings that involve the demolition or relocation of a Historic Property, prior to the initiation of the Undertaking, if Qualified Personnel determines that demolition or relocation cannot be avoided, the Undertaking will constitute an Adverse Effect, and the Department will consult with the SHPO and initiate the consultation process set forth in 36 CFR 800.6.

C. Undertakings that Involve “New Construction”

For purposes of this Section C., “New Construction” refers to site preparation for, and construction of, entirely new structures and/or significant extensions to existing, non-historic structures whether or not the site was previously developed.

For Undertakings that involve New Construction within existing or potential NRHP historic districts or within APEs that contain Historic Properties, Qualified Personnel will follow Stipulation III.B and review the portion of the Undertaking concerning the design of the New Construction prior to initiation to ensure that it meets the Standards. If Qualified Personnel determines that the design of the New Construction cannot be made to meet the Standards, the Undertaking will constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR 800.6.

D. Undertakings that Involve Handicapped Accessibility Compliance

For Undertakings on Historic Properties that seek to comply with the American Disabilities Act and other related local and federal requirements, and that are not exempt under Stipulation VI, the Department will explore all alternative methods to provide handicapped accessibility consistent with the Standards. Undertakings that do not meet the Standards will constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR 800.6.

E. Undertakings that Involve Site Improvements and Public Improvements

For Undertakings that involve site and public improvements within existing and potential NRHP historic districts and that are not exempt under Stipulation VI, including, but not limited to, sidewalk and streetscape improvements, repaving of streets with materials different than existing, installation of landscaping, street lighting and street furniture and other infrastructure improvements, will be reviewed by Qualified Personnel prior to initiation to ensure that the Undertaking meets the Standards. If the Undertaking cannot be made to meet the Standards, it will constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR 800.6.

F. Emergency Undertakings

1. When an Undertaking on a Historic Property involves an emergency, Qualified Personnel will conduct an immediate review. The existence of an emergency situation shall be based upon the need to eliminate an imminent threat of the health and safety of residents, as identified by City or local building inspectors or fire department officials. If Qualified Personnel determines that an Undertaking involves an emergency situation, the Undertaking shall be considered an Emergency Undertaking.
2. The City shall forward documentation to Qualified Personnel to review immediately upon notification that an emergency exists. Documentation shall include:
 - a. Nature of the emergency;
 - b. Historic Property involved;
 - c. Current condition of the Historic Property, including photographs; and
 - d. Time frame allowed by local officials to respond to, or correct, the emergency situation
3. In the event of an Emergency Undertaking, the Department shall consult with the SHPO to the greatest extent possible given the particular circumstances. The SHPO shall provide comment within seven days of notification.
4. If the Emergency Undertaking cannot be made to meet the Standards, it will constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR 800.6., each to the greatest extent possible given the particular circumstances.

- G. If an Undertaking's scope of work has been determined by Qualified Personnel to have No Adverse Effect upon Historic Properties and that scope of work is later modified, Qualified Personnel must review the modified scope of work as set forth in Stipulation VII.

VIII. Resolution of Adverse Effects

When an Undertaking constitutes an Adverse Effect, the Department shall initiate the consultation process set forth in 36 CFR 800.6 and shall submit to the SHPO the Undertaking, including an analysis of alternatives, recent structural reports or assessments of conditions, cost estimates for rehabilitation, programmatic and economic considerations, and marketing studies, as applicable.

IX. Inadvertent Discoveries

- A. The City shall ensure that its Project Sponsors are made aware that if, during the implementation of a Covered Activity, previously unidentified materials or resources are discovered the Project Sponsor will comply with the following procedures:
1. Immediately stop all construction activity within at least 100 feet of the discovery, leave all uncovered materials in place, cease any further disturbance, and follow the procedure as detailed in IX.A.2.
 2. Immediately notify the City of the discovery and prepare a description of the material or resource and submit the documentation to the SHPO, who will provide notification to SHPO and THPOs within five business days. Within five business days of receipt by SHPO and THPOs, the City, SHPO, and THPOs shall review the documentation and determine whether the material or resource may be of religious or cultural significance to Tribes. If such a determination is made, the City will notify consulting Tribes within five business days of the determination. The City, SHPO, and interested THPOs will then, as appropriate, determine whether the material or resource is of religious and cultural significance to Tribes or has potential NRHP eligibility.
 - a. Following notification to consulting Tribes, The City will consider any comments received from Tribes and SHPO regarding the material or resource. If Tribes do not respond within five business days of receipt of the notification from the City, the City will assume there is not an interest to consult and will continue to follow the protocols in the Agreement.
 - b. If the City determines through consultation with SHPO and THPOs, as appropriate, that the material or resource does not have religious and cultural significance to Tribes and is not eligible for listing in the NRHP, the City shall document the determination and allow SHPO and THPOs five business days to provide comments on the City's determination. Following the determination, the City shall notify the Project Sponsor that construction may resume in the area of the material or resource.
 - c. If the City determines through consultation with SHPO and THPOs, as appropriate, the material or resource may be of religious and cultural significance to a Tribe, the City, SHPO, and interested THPOs will continue Tribal consultation and determine the proper treatment of the material or resource and whether NRHP evaluation is appropriate. If it is determined that evaluating the material or resource for NRHP eligibility is appropriate, the steps in Stipulation V.C.5 will be followed. A site visit for the Tribe(s) will be coordinated upon request. Following any site visit, the City will determine, in consultation with the Tribe(s), the proper course of treatment and, if applicable, the NRHP eligibility of the material or resource. The determination will be documented in a memo via email to the Tribe(s) and SHPO unless a Tribe(s) requests an alternate method. Any communication with other consulting parties or

the public regarding Tribal materials or resources shall be protected from disclosure to the greatest extent permitted by law, including conformance to Section 304 of the NHPA, as amended, and Section 9 of the Archaeological Resource Protection Act, and Executive Order on Indian Sacred Sites, No. 13007, 61 Fed. Reg. 26771 (May 29, 1996).

- d. If the City determines through consultation with SHPO and interested Tribes, as appropriate, that the material or resource is not of significance to Tribes but is eligible for listing in the NRHP, the City shall, in consultation with the SHPO, make a finding of effect.
 - i. If the effect is not adverse, the City shall notify the SHPO, Tribes, and the Project Sponsor that construction may resume in the area of the material or resource.
 - ii. If the effect is adverse, the City, SHPO, and Tribes shall consult to resolve the adverse effects by altering project plans so that the material or resource is avoided and preserved in place if possible. If adverse effects to the material or resource cannot be avoided, Stipulation V must be followed.
 - e. When adverse effects to a property of religious and cultural significance to a Tribe(s) and/or to a material or resource that has been determined NRHP eligible cannot be avoided, consultation among the City, SHPO, and the Tribe(s), as applicable, will occur to minimize or mitigate the adverse effects. The City, SHPO, and tribes shall work together to mitigate adverse effects to properties of religious and cultural significance to Tribes.
 - i. The City and SHPO, and Tribe(s), as applicable, will prepare a mitigation plan. The mitigation plan must identify measures to minimize or mitigate the adverse effects and identify any necessary qualifications, expertise, or affiliations for implementation of the plan.
 - f. If there is disagreement among the parties regarding the eligibility of a material or resource for listing in the NRHP, the City may forward adequate documentation, in accordance with 36 CFR § 800.11 to the Keeper of the NRHP for a formal determination of NRHP eligibility, as provided by 36 CFR § 800.4(c)(2).
- B. If the Covered Activity causes unanticipated effects to any NRHP-eligible, listed, or contributing buildings, sites, structures, or objects, the City and the Project Sponsor will comply with the following procedures:
- 1. Notify the City and immediately cease any activity causing ongoing damage until consultation occurs.

2. The City will, in consultation with SHPO and Tribes, as appropriate, determine if adverse effects have occurred to the property(ies).
 3. Develop a mitigation plan, in consultation with SHPO and Tribes, as appropriate, that documents treatments to protect historic property(ies) from further damage as well as any minimization or mitigation measures that have been identified through consultation.
- C. If suspected human remains, grave markers, or grave artifacts are encountered during the implementation of a Covered Activity, the City shall require the Project Sponsor implement the following procedures:
1. Immediately cease all activities within the potential to disturb the remains within at least 100 feet of the discovery. The Project Sponsor shall take all appropriate steps to secure the site and protect the remains. The remains will be covered and/or protected in place in such a way as to minimize further exposure of or damage to the remains.
 2. Immediately contact the City, SHPO, and THPOs. The City, in coordination with the Project Sponsor, shall notify local law enforcement and the appropriate county coroner within 24 hours of the discovery. The coroner will determine if the remains are human.
 - a. If the coroner assumes jurisdiction, the Project Sponsor will be notified when work may resume.
 - b. If the remains are determined to be human and more than 100 years old, the coroner will not assume jurisdiction pursuant to the Human Remains Protection Act, specifically 17 IAC 4170 Parts 210, 400, and 410.
 3. The City, in coordination with SHPO and Tribes, as applicable, shall determine if the remains are Native American in origin.
 - a. If as a result of coordination, it is determined that the remains are not Native American in origin, the SHPO in consultation with the City, shall follow procedures outlined in Human Remains Protection Act (20 ILCS 3440), specifically 17 IAC 4170 Parts 210, 400, and 410. Once completed, the City shall inform the Project Sponsor that construction may resume.
 - b. If the remains are determined to be Native American in origin, the City, in coordination with SHPO and the Tribes, shall determine the possible cultural affiliation of the remains and the appropriate treatment for the remains. The City and SHPO shall defer to the Tribes as to the treatment and disposition of the remains. The City, in coordination with the Tribes, will inform the Project Sponsor when or if construction may resume.

- D. Nothing in this Agreement shall alter the City's responsibility to comply with the requirements of the Native American Graves Protection and Repatriation Act (NAGPRA), [25 USC § 3001](#) et seq., and its implementing regulations, [43 CFR Part 10](#), or Archaeological Resources Protection Act of 1979 (16 U.S.C. § 470) regarding disposition of human remains by entities that have control and/or custody of such remains.

X. Public Involvement

- A. Annually, the Department will notify the public of the programs covered under this Agreement and make available for public inspection documentation of those programs. Included in this documentation will be general information on the types of activities undertaken, information on identified Historic Properties in the community that might be affected by these activities, the amount of program funds available in the current program year, and how interested persons can receive further information on the programs.
- B. At any time during the implementation of this Agreement, should the public raise an objection pertaining to an Undertaking on a Historic Property, Qualified Personnel shall notify the Commission and take the objection into consideration. Program recipients, the Department, the Commission, the SHPO, or the ACHP, when requested by the objector, shall consult to resolve the objection. Program recipients are not required to cease work on the Undertaking while objections are being reviewed, but the Department reserves the right to halt work in light of objections from the public the Department deems valid.

XI. Administration, Monitoring, and Reporting

- C. The SHPO shall provide comments within 30 days for reviews or comments requested by Qualified Personnel or the Commission, with the exception of Emergency Undertakings. In the event that the SHPO fails to comment within the 30-day time period, the Department can assume that the SHPO concurs.
- D. The SHPO shall conduct periodic training workshops for Qualified Personnel to review the requirements of this Agreement. The SHPO shall also provide guidance related to implementation of the terms of the Agreement.
- E. Documentation shall be available for review by the SHPO following reasonable notice.
- F. The SHPO shall conduct periodic monitoring visits of the Department's project sites and files to ensure compliance this Agreement.
- G. Nothing in this Agreement shall be construed as meaning that the Department cannot request the advice or assistance of the SHPO at any time.
- H. For each year the Agreement is in effect, the Department shall summarize activities carried out under the terms of this Agreement. The report will be submitted to the SHPO no later than June 1 of each year this Agreement is in effect. The Annual Report shall include:
 - 1. List of property addresses submitted for review
 - 2. Program in which the Undertaking took place
 - 3. Assertion of NRHP eligibility for evaluated properties
 - 4. The finding of effect for Undertakings involving Historic Properties

XII. Effective Date and Extension

- I. This Agreement shall be in effect from November 1, 2024, to October 31, 2029, unless terminated earlier due to failure to comply with the terms of the Agreement.
- J. The signatories may collectively agree to extend this Agreement to cover additional calendar years or portions thereof, through an amendment per Stipulation XIV, provided that the original Agreement has not expired.

XIII. Amendments

- K. Any party to this Agreement may request it be amended or modified, whereupon the City and the SHPO will consult in accordance with [36 CFR 800.14\(b\)](#) to consider such amendments or modifications.

- L. Any resulting amendments or modifications shall be developed and executed between the Department and the SHPO in the same manner as the original Agreement.

XIV. Termination

Any party to the Agreement may terminate the Agreement by providing 30-calendar-days' notice to the other party, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

XV. Compliance with Agreement

Execution and implementation of this Agreement and carrying out its provisions evidences that the Department has satisfied its responsibilities under Section 106 of the Act for all individual Undertakings of the programs.

XVI. Counterparts; Facsimile or PDF Signatures

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

XVII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of laws principles.

XVIII. Severability

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

[Signature pages to follow]

**PROGRAMMATIC AGREEMENT AMONG
THE CITY OF JOLIET,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
[THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR THE ADMINISTRATION OF SECTION 106]
FOR CERTAIN PROGRAMS FUNDED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
NOVEMBER 1, 2024, TO OCTOBER 31, 2029**

SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: _____ Date: _____
Natalie Phelps Finnie, Director and Illinois State Historic Preservation Officer
Illinois Department of Natural Resources

**PROGRAMMATIC AGREEMENT AMONG
THE CITY OF JOLIET,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
[THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
FOR THE ADMINISTRATION OF SECTION 106]
FOR CERTAIN PROGRAMS FUNDED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
NOVEMBER 1, 2024, TO OCTOBER 31, 2029**

SIGNATORY

CITY OF JOLIET (City)

By: _____ Date: _____

Beth Beatty
City Manager
City of Joliet

ATTEST:

By: _____ Date: _____

Lauren O'Hara
Clerk
City of Joliet

Approval as to FORM:

By: _____ Date: _____

Todd Lenzie
Coporation Counsel
City of Joliet

Appendix A

Programs Administered by the City of Joliet U.S. Department of Housing and Urban Development Programs

1. Community Development Block Grants CDBG)
2. Home Investment Partnership Program (HOME)
3. Lead-Based Paint Poisoning Prevention Act, as amended ([42 U.S.C. § 4821](#)) and its implementing regulations, “General Lead-Based Paint Requirements and Definitions for All Programs” ([24 CFR Part 35](#))
4. Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. § 4851](#)) and its implementing regulations, “General Lead-Based Paint Requirements and Definitions for All Programs” ([24 CFR Part 35](#))
5. Continuum of Care (CoC) Program

Appendix B

For Undertakings that involve ground disturbance as described in Stipulation III.B, the Department shall submit the Undertaking to the SHPO as directed on the SHPO website (<https://www2.illinois.gov/dnrhistoric/Preserve/Pages/resource-protection-submittal.aspx>). The Undertaking must be accompanied by a letter that contains the following wording in bold type as the first paragraph of the cover letter:

Pursuant to the 2024-2029 Programmatic Agreement (Agreement) between the City of Joliet Neighborhood Services Department, Community Development Division and the SHPO, the Department is submitting this Undertaking that involves ground disturbance to the SHPO for an archaeological review. The project is receiving the HUD funds listed in Appendix A. If the SHPO determines that the Undertaking poses no adverse effect to significant archaeology, the SHPO will inform the Department, and the Department will complete the review of the Undertaking as per the Agreement. If the SHPO determines that the Undertaking adversely affects significant archaeology, the SHPO will complete the 106 review of the Undertaking in consultation with the Department.



Appendix C

Federally Recognized Tribes with Interests in Will County, Illinois

We suggest emailed correspondence followed by a mailed hardcopy, unless otherwise noted.

Citizen Potawatomi Nation

Tracy Wind
Tribal Historic Preservation Officer
1601 South Gordon Cooper Drive
Shawnee, OK 74801
tracy.wind@potawatomi.org
(405) 878-5830

Forest County Potawatomi Community

Olivia Nunway
Tribal Historic Preservation Officer
5416 Everybodys Road
Post Office Box 340
Crandon, WI 54520
olivia.nunway@fcp-nsn.gov
(715) 478-7354

Hannahville Indian Community

Chairperson Kenneth Meshigaud
N1411 Hannahville B-1 Road
Wilson, MI 49896
tyderyien@hannahville.org
(906) 466-2932

Ho-Chunk Nation

Bill Quackenbush
Tribal Historic Preservation Officer
Post Office Box 667
Black River Falls, WI 54615
bill.quackenbush@ho-chunk.com
(715) 284-7181

Kansas Kickapoo Tribe

Chairman Lester Randall
824 111th Drive
Horton, KS 66439
Lester.Randall@ktik-nsn.gov
(785) 486-2131

Copy:

Nellie Cadue
NAGPRA Director
1107 Goldfish Road
Horton, KS 66439
nellie.cadue@ktik-nsn.gov

Kickapoo Tribe of Oklahoma

Chairperson Darwin Kaskaske
P.O. Box 70
McLoud, OK 74851
darwin.kaskaske@okkt.net
(405) 964-7053

Little Traverse Bay Bands of Odawa Indians

Melissa Wiatrolik
Tribal Historic Preservation Officer
7500 Odawa Circle
Harbor Springs, MI 49740
MWiatrolik@LTBBODAWA-NSN.GOV
(231) 242-1408

Menominee Indian Tribe of Wisconsin

David Grignon
Tribal Historic Preservation Officer
Post Office Box 54135-0910
Keshena, WI 54135
dgrignon@mitw.org
(715) 799-5258

Miami Tribe of Oklahoma

Logan York
Tribal Historic Preservation Officer
Post Office Box 1326
Miami, OK 74355
lyork@miamination.com
(918) 541-7885

Peoria Tribe of Indians of Oklahoma
(email only, no hard copy)

Burgundy Fletcher
Historic Preservation Specialist
1915 NE Cleveland Avenue
Miami, OK 74355
bfletcher@peoriatribes.com
(918) 544-9234

Prairie Band Potawatomi Nation

Raphael Wahwassuck
16281 Q Road
Mayetta, KS 66509
RaphaelWahwassuck@pbpnation.org

Pokagon Band of Potawatomi Indians

Matthew Bussler
Tribal Historic Preservation Officer
Post Office Box 180
Dowagiac, MI 49047
matthew.bussler@pokagonband-nsn.gov
(269) 462-4316

Sac and Fox Nation of Missouri in Kansas and Nebraska

Tribal Historic Preservation Officer
Post Office Box 274
Reserve, KS 66434
tribalcouncil@sacfoxks.com
(787) 742-0053 ext. 4002

Sac and Fox Nation of Oklahoma

Chris Boyd
Tribal Historic Preservation Officer
920883 S. Highway 99 Building A
Stroud, OK 74079
chris.boyd@sacandfoxnation-nsn.gov
(918) 968-3526 ext. 1070

Sac and Fox Tribe of the Mississippi in Iowa

Johnathan Buffalo
Tribal Historic Preservation Officer
349 Meskwaki Road
Tama, IA 52339
director.historic@meskwaki-nsn.gov
(614) 484-3185

Shawnee Tribe

Tonya Tipton
Tribal Historic Preservation Officer
29 South Highway 69 A
Miami, OK 74354
tonya@shawnee-tribe.com
(918) 542-2441

UPDATED 04/02/24 JDK



Appendix D

SHPO Archaeology Discovery Guide

Although verification of the presence of cultural resources can be difficult, two clues are the presence of (1) artifacts on an excavated surface or in a spoil pile and (2) soil discolorations or anomalies.



Artifacts, such as those specimens illustrated in the following photographs, are the most common indicators for the presence of archaeological sites. Some of these will be familiar objects and easily recognized, while others may require special expertise to identify.

Stone tools are the most easily recognized pre-contact Native American artifacts present on archaeological sites in Illinois. These can include projectile points (arrowheads and spear tips), celts (axes), adzes, and hoes or spades.



The majority of pre-contact Native American artifact assemblages are comprised of lithic “debitage” or fragments (flakes, chips) of stone (usually chert or flint), which are the byproducts of tool manufacture.



Pre-contact Native American ceramic artifacts are often broken into sherd fragments that can often look like lumps of dried dirt and require careful examination. Some will show signs of deliberate marking and/or decoration.



Artifacts related to Euro-American settlement and habitation may be encountered. These may include ceramics, glass (curved vessel and/or flat window), nails, and bricks.



Architectural features may also be encountered, including structural foundations (with or without cellars) and walls. Other features may include wells and cisterns.



Human remains are the most sensitive of what may be encountered. These, most importantly, must be treated with the utmost respect.

Please note the locations and details of all inadvertently discovered cultural resources are confidential.

RESOLUTION NO. _____

Resolution Authorizing a Programmatic Agreement between City of Joliet, the Illinois State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation

WHEREAS, the City is a direct recipient of funds from the U.S. Department of Housing and Urban Development (HUD) and a subrecipient of funds via the Illinois Housing Development Authority and/or the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, in accordance with 24 CFR Part 58.4, HUD recognizes the City as a Responsible Entity for programs and activities within City jurisdiction; and

WHEREAS, projects that receive such funds may result in "Undertakings, Findings or Adverse Effects" subject to the National Historic Preservation Act of 1966 and its implementing regulations; and

WHEREAS, the City and the SHPO have determined that Environmental and Section 106 Reviews can be completed more effectively on an internal level if a programmatic approach is used to delegate compliance responsibilities to certified internal Qualified Personnel; and

WHEREAS, the City is a Certified Local Government in good standing with a Historic Preservation Commission and Qualified Personnel staff that will carry out the duties enumerated within the Programmatic Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, as follows:

SECTION 1: The Mayor and City Council hereby approve the Programmatic Agreement, that the City of Joliet will continue to comply with all Environment Reviews and all recognized Undertakings, Findings, and Adverse Effects utilizing certified internal staff.

SECTION 2: The City Manager, or her designee, and City Clerk are hereby authorized to execute the agreement on behalf of the City of Joliet.

SECTION 3: This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

PASSED this _____ day of _____, 2025.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8480

Agenda Date:4/23/2025

STAFF REPORT

DATE: April 11, 2025
TO: Joliet Historic Preservation Commission
FROM: Jayne M. Bernhard, Secretary to the Joliet Historic Preservation Commission
SUBJECT: Joliet Historic Preservation Commission Annual Report for 2024

BACKGROUND

As part of the City of Joliet's responsibilities as a Certified Local Government (CLG), an annual report of the Joliet Historic Preservation Commission's (JHPC) functions and activities has been prepared. The City of Joliet received Certified Local Government (CLG) status in 1995. The CLG Program was established by the National Historic Preservation Act Amendment of 1980 to integrate local preservation programs into the existing federal/state preservation partnership. CLG'S are required to prepare and file their annual report with the State Historic Preservation Office (SHPO). City ordinance also requires the City Council to accept and place on file said report.

DISCUSSION

The Historic Preservation Commission and City staff were actively involved in important preservation initiatives in 2024, many of which were recently completed. These new resources are now available on the "Historic Preservation" webpage on the City's website: www.joliet.gov/historicpreservation.

Some 2024 highlights include:

- Review of Certificates of Appropriateness for:
 - New detached garage at 612 Western Avenue (approved)
 - Alternative materials for façade restoration work and replacement windows 9 W. Cass (approved)
 - Replacement front doors 19 W. Cass (approved)
 - Vinyl replacement windows a 420 Whitney Avenue (not approved);
 - In addition, staff conducted 22 administrative reviews, including 575 E. Jackson Street (Casseday House) and 900 N. Raynor
- Review of demolition permit for 927 Collins Street (U.S. Steel Administration Building)
- Review of one local historic property designation nomination:

- 416 N. Chicago Street (St. Joseph Roman Catholic Church) as a Local Historic Landmark
- Management and completion of the:
 - Interpretative signs and interactive installations at the Route 66 Park at the Broadway Street Greenway (October 23rd dedication event)
 - Joliet Railroad Museum (opened to the public on May 10, 2024).
- Management of the:
 - Joliet Area African American Historic Context Study (in-process)
- Application for FY2024 Certified Local Government Grant Program funding for Joliet Area African American Oral History Project (Notice of funding award March 2025!).
- Implementation of the “Places Matter” media campaign for Historic Preservation Month in May during which places that matter to our City were recognized.
- Sponsorship of the 2024 Historic Preservation Award program for which one individual and one project received awards.

The attached annual report is in the format required by the State of Illinois Historic Preservation Office.

CONCLUSION

Staff recommends that the Historic Preservation Commission approve the Joliet Historic Preservation Commission Annual Report for 2024.

ATTACHMENTS

- Annual Report (2024)



HISTORIC *Preservation* DIVISION

CLG Annual Update Form

1. CLG Administration

*** 1. Certified Local Government:**

*** 2. Completed by:**

*** 3. Period of Review:**

4. List of current commission members and their email addresses:

1	<input type="text"/>
2	<input type="text"/>
3	<input type="text"/>
4	<input type="text"/>
5	<input type="text"/>
6	<input type="text"/>
7	<input type="text"/>
8	<input type="text"/>
9	<input type="text"/>

5. CLG Administration:

	Yes	No
Local Ordinance is enforced:	<input type="text"/>	<input type="text"/>
A qualified commission of members has been appointed:	<input type="text"/>	<input type="text"/>
Copies of commission minutes are sent to the SHPO:	<input type="text"/>	<input type="text"/>

Comments:

6. Number of times the commission has met during the past 12 months:

7. Number of reviews of building and demolition permits conducted during the past 12 months:

8. Number of decisions appealed in the past year:

9. Number of project denials:

10. Average amount of time to close-out a Certificate of Appropriateness:

11. Link to all parts of ordinance relating to landmark designation and review process:

1	<input type="text"/>
2	<input type="text"/>
3	<input type="text"/>

12. Any comments or additional information about CLG administration duties:



CLG Annual Update Form

2. Survey and National Register of Historic Places

13. CLG review and comments of National Register nominations sent to SHPO within 60 day comment period?

- ☐ Yes
- ☐ No
- ☐ Not applicable (no nominations to review within this evaluation period)

Comments:

14. Number of properties added to the state survey this past year:

15. Number of local landmarks designated (total):

16. Number of local landmarks added this past year:

17. How many parcels in the community contain locally landmarked properties?

18. Total number of parcels in your community:



CLG Annual Update Form

3. Public Participation

19. The public is involved in the local preservation process, including the nomination of properties to the National Register of Historic Places:

☐ Yes

☐ No

Comments:

20. Commission minutes are accessible to the public:

☐ Yes

☐ No

Comments:

21. Open meetings are conducted:

☐ Yes

☐ No

Comments:

22. Property Owners of proposed designations are notified for public hearing:

☐ Yes

☐ No

Comments:



HISTORIC
Preservation
DIVISION

CLG Annual Update Form

4. Education and Training Activities

23. Number of historic preservation or CLG workshops or seminars attended in the past year by CLG staff or commissioners:

24. Educational activities or projects sponsored by local government during the past 12 months:

25. Tell us about any concerns:

26. Tell us about the CLG's successes:



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8483

Agenda Date:4/23/2025

STAFF REPORT

DATE: April 11, 2025
TO: Joliet Historic Preservation Commission
FROM: Jayne M. Bernhard, Secretary to the Joliet Historic Preservation Commission
SUBJECT: Annual Historic Preservation Award

BACKGROUND

The Joliet Historic Preservation Commission annually sponsors the Joliet Historic Preservation Award. The City of Joliet annually bestows these awards, which recognizes properties that have undergone recent preservation, restoration, and rehabilitation as well as people or organizations who exhibit dedication to the field of historic preservation. Last year the City recognized the Joliet Railroad Museum project and St. Peter Lutheran Church for their historic preservation efforts.

The Historic Preservation Commission issued a call for nominations in March 2025. Nominations were due Friday April 11, 2025.

DISCUSSION

Two nominations were submitted for consideration for the 2024 Annual Historic Preservation Awards Program:

- 900 N. Raynor Avenue for the restoration and repair of the front façade after vehicular damage.
- 17 S. Center Street (Patrick Haley Mansion) for the restoration and repair of the exterior and interior after major fire damage.

Nominations as well as supporting information and photos from the Certificate of Appropriateness process are attached.

CONCLUSION

The Historic Preservation Commission should review the submitted nominations and select one or more awardees. The Historic Preservation Commission may also decide to not bestow any awards this year. Winners will likely be recognized at the May 6, 2025 City Council meeting with a proclamation.

ATTACHMENTS

- Nominations
- Supporting information and photos from the Certificate of Appropriateness process

Annual Joliet Historic Preservation Award

A recognition of properties that have undergone recent exterior and/or interior preservation, restoration, rehabilitation, adaptive use, or sympathetic additions as well as for people who exhibit dedication to the field of historic preservation.

DEADLINE: Friday, April 11, 2025

MAIL NOMINATION FORM TO:

Joliet Historic Preservation Commission
150 W. Jefferson Street
Joliet, IL 60432

EMAIL NOMINATION FORM TO:

Jayne Bernhard, jbernhard@joliet.gov

Street address: 900 North Raynor, Joliet IL 60435 30-07-04-316-016-0000

Current property owner: Miguel and Olga Ochoa

Historic name and/or original owner (if known): Classic Bungalow Thematic Historic District

Current use: Single Family Residential

Historic use: Single Family Residential

Year built (if known): 1926

Year rehabilitated, renovated, restored (if known): Restoration to front façade and stairs due to damage caused by a car driving into the front of the house in March 2024.

Architectural style / form (if known): Joliet brick Bungalow

Reason for nomination: Please provide a short description, between 50 and 500 words, explaining the project or person being nominated. The statement should clearly identify the purpose and scope of work, unusual challenges or innovative approaches, sensitive treatment of historic fabric, long-term impact and any other information that supports the nomination as being exceptional. Attach an additional page if needed.

On March 14, 2024, a car ran into the front façade of 900 North Raynor, which is a contributing property in the Classic Bungalow Thematic Local Historic District. The crash caused damage to the lower front façade as well as the front stairs. Most of the original bricks were severely damaged from the car crash. The homeowners worked with their contractor (TIMCO) to find a restoration solution that would match the brick type and pattern on the house. Working with City staff through the Certificate of Appropriateness process, the contractor was approved to remove a portion of the face brick from the inside of the three-season porch and rebuild the front façade and stairs with this face brick as well as brick that was able to be salvaged. They also installed new limestone caps and window sills. When the work was finished, the home at 900 North Raynor looks just as it did before the accident, maintaining its historic integrity as a sturdy century old bungalow.

Although a repair or restoration of this type may seem like a minor preservation home project, to homeowners it could be a significant one. Securing the property after the accident, working with the insurance company for compensation, and finding and hiring a contractor to properly repair the damage can be a big responsibility with a varying timeline. This involves an investment of time, money, and conviction.

At a time when convenience seems to be preferred and the cheapest and easiest building materials to be chosen, our housing stock not only becomes “inappropriate” in building style or architectural type, but also compromised in quality. This can apply to homes in traditional neighborhoods and to newer, more recent subdivisions. Homeowners who decide to choose quality building materials and techniques for repairs, restorations and alterations ensure that their homes

maintain integrity and safety, and serve as role models for their community. These homeowners, their neighbors and the City of Joliet all benefit from this type of commitment and investment exemplified in the home at 900 North Raynor.

Images: *Please provide a minimum of five photographs or quality digital photographs in .jpg format on a CD ROM, flash drive, or by email highlighting the project. Before and after pictures are encouraged.*

Submitted by: Sharon Merwin , JHPC Commissioner

Phone: 815-722-2133 **Email:** smerwin1@comcast.net

Address: PO Box 105, Joliet IL 60434



900 N. Raynor, circa March 2022, prior to damage to front façade

20



House in April 2024, showing the damage to the front façade



House in April 2024, showing the damage to the front façade



April 2024, shows completed restoration work.

Anthony Rohe

Construction by Timco

4/18/2024 | 20 Photos



900 N Raynor Ave • Joliet, IL 60435

Section 1



Project: Olga Flores
Date: 4/9/2024, 10:18am
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/9/2024, 10:18am
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/9/2024, 10:18am
Creator: Anthony Rohe



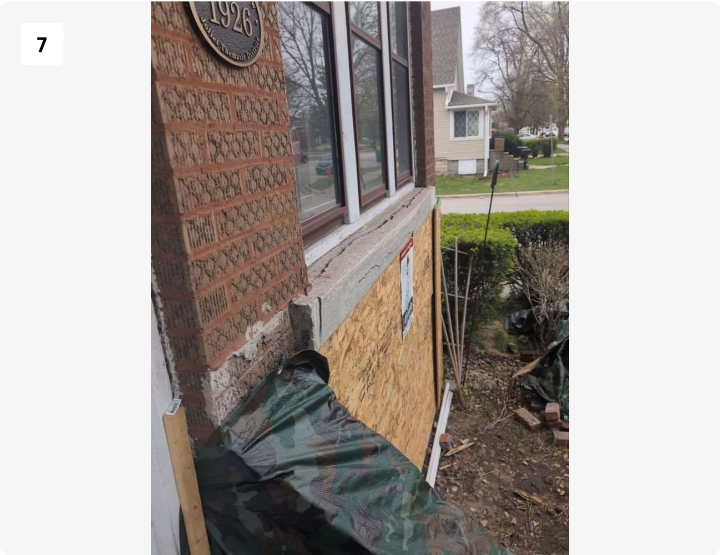
Project: Olga Flores
Date: 4/9/2024, 10:18am
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:01pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:01pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:25pm
Creator: Anthony Rohe



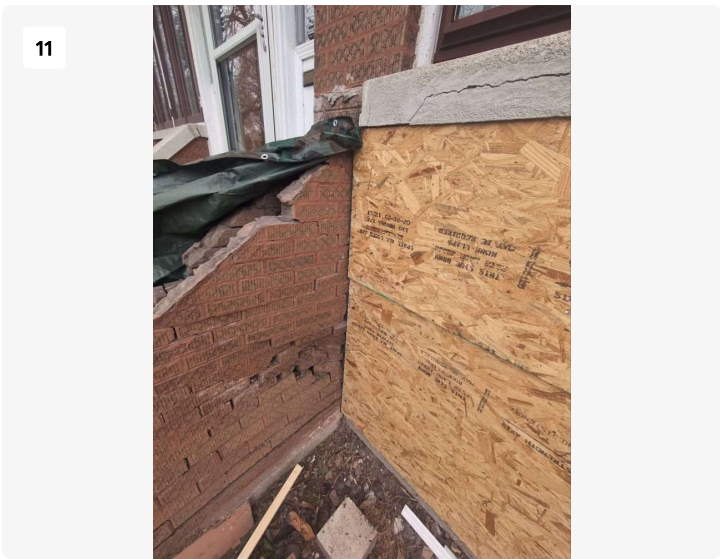
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Date: 4/11/2024, 12:25pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:27pm
Creator: Anthony Rohe



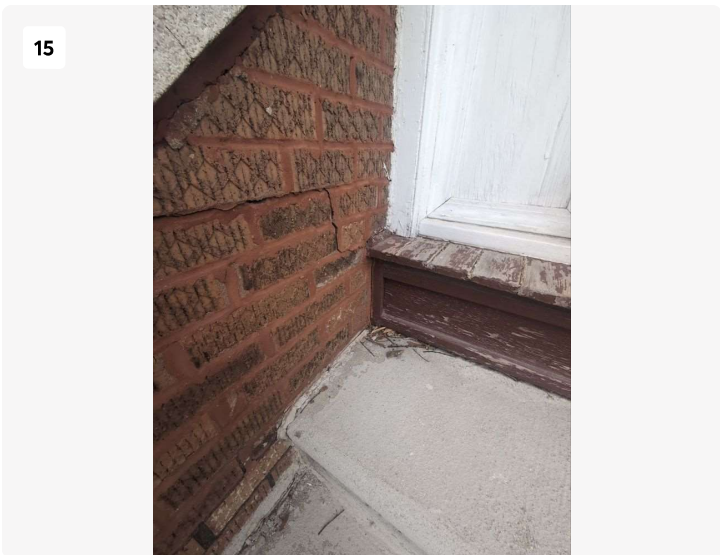
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Date: 4/11/2024, 12:27pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:28pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:28pm
Creator: Anthony Rohe





Project: Olga Flores
Date: 4/11/2024, 12:29pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:30pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:30pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:35pm
Creator: Anthony Rohe



Project: Olga Flores
Date: 4/11/2024, 12:37pm
Creator: Anthony Rohe

HISTORIC PRESERVATION COMMISSION

**JAYNE M. BERNHARD, AICP
PLANNER & STAFF LIAISON
PHONE: 815-724-4052**

jbernhard@joliet.gov



**150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158**

July 3, 2024

Re: Approval of replacement brick on front façade and stairs and related work due to wall collapse caused by a vehicle crash.

To Whom It May Concern:

The Joliet City Council designated the house at 900 Raynor Avenue as a contributing property in the Classic Bungalow Thematic Historic District on December 20, 2005. The designation ordinance and property survey are attached. Properties within the Classic Bungalow Thematic Historic District require approval of the Historic Preservation Commission for any proposed work to the exterior of the home.

As Secretary to the Historic Preservation Commission, I have reviewed the documentation submitted for the referenced project. The property owner and its contractor worked with City staff over the past several months to determine a solution to replicate like-for-like the very unique brick pattern and color of the home. The south side of the front facade and entry stairs were damaged in late winter when a vehicle drove into the walls of both causing a collapse. I administratively approve the proposed work outlined by the contractor, TimCo, and the conditions of the approval are attached.

In summary, the property owner may remove a section of the brick exterior wall that is within the three-season porch and use this brick to rebuild the damaged walls and staircase on the south side of the home. While this is an exterior wall, its visibility is obscured from public view due to its location in the three-season porch. The decorative “rectangular” brick feature shall also be replicated. The City approves new limestone caps and sills for the rebuilt staircase and window sills to match the existing. City approves replacement brick in a similar style for the area on the three-season porch where the historic bricks are being removed. This entire wall may be stained so that the wall appears consistent.

If you have any further questions, please contact me.

Sincerely,

Jayne M. Bernhard, AICP

City Planner & Secretary to the Historic Preservation Commission

Annual Joliet Historic Preservation Award

A recognition of properties that have undergone recent exterior and/or interior preservation, restoration, rehabilitation, adaptive use, or sympathetic additions as well as for people who exhibit dedication to the field of historic preservation.

DEADLINE: Friday, April 11, 2025

MAIL NOMINATION FORM TO:

Joliet Historic Preservation Commission
150 W. Jefferson Street
Joliet, IL 60432

EMAIL NOMINATION FORM TO:

Jayne Bernhard, jbernhard@joliet.gov

Street address: 17 S. Center St. Joliet

Current property owner: Jeff Bussean

Historic name and/or original owner (if known): Patrick Haley Mansion

Current use: Event Venue (Haley Mansion)

Historic use: Residence

Year built (if known): 1893

Year rehabilitated, renovated, restored (if known): previously in the 80s and recently in 2024

Architectural style / form (if known): Richardsonian Romanesque

Reason for nomination: *Please provide a short description, between 50 and 500 words, explaining the project or person being nominated. The statement should clearly identify the purpose and scope of work, unusual challenges or innovative approaches, sensitive treatment of historic fabric, long-term impact and any other information that supports the nomination as being exceptional. Attach an additional page if needed.*

We are nominating the Patrick Haley Mansion for a Historic Preservation Award due to the remarkable restoration efforts undertaken following a devastating fire in 2023. The fire caused significant damage to the mansion's original interior features, threatening the integrity of this beloved 1893 Richardsonian Romanesque landmark. In 2024, an extensive and sensitive rehabilitation was completed, carefully preserving the mansion's historic character while restoring its grandeur. This project not only overcame substantial challenges but also ensured the long-term preservation of one of Joliet's most iconic historic homes. The dedication shown to honoring its architectural heritage and maintaining its role as a treasured community venue is truly exceptional.

Images: *Please provide a minimum of five photographs or quality digital photographs in .jpg format on a CD ROM, flash drive, or by email highlighting the project. Before and after pictures are encouraged.*

Submitted by: Bicentennial Bluffs Neighborhood Association

Phone: 815-666-3567 **Email:** bicentennialbluffs@yahoo.com

Address:



February 2023 fire



April 2025 after restoration work



April 2025 after restoration work



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-8481

Agenda Date:4/23/2025

STAFF REPORT

DATE: April 11, 2025
TO: Joliet Historic Preservation Commission
FROM: Jayne M. Bernhard, Secretary to the Joliet Historic Preservation Commission
SUBJECT: National Historic Preservation Month (May) Events and Activities

BACKGROUND

May is National Historic Preservation Month. During this month, the City and its partners have promoted our meaningful historic places, older neighborhoods, and people who in have dedicated their time to preserving places that matter. Joliet's older neighborhoods and historic buildings enhance Joliet's authenticity, sense of place and quality of life.

DISCUSSION

Working with the Historic Preservation Commission, staff intends to implement the following four programs during this special month:

- Places Matter Facebook Campaign – now in its fifth year, this popular media campaign draws attention to our meaningful historic places, older neighborhoods, and people who in have dedicated their time to preserving places that matter.
 - When – daily during the month of May
- Annual Historic Preservation Awards Program – Staff will work with the Mayor's Office to bestow this award via a Mayoral proclamation.
 - When – May 6 or May 20
- Presentation on Historic Preservation to the City Council – Staff intends to deliver this annual presentation to City Council, highlighting historic preservation activities that have occurred or are in-process.
 - When - May 6 or May 20
- “Stone and Steeples” Architectural and History tour – Co-sponsored with the Joliet Area Historical Museum, this bus tour will feature up to five stops: All Saints Greek Orthodox Church (confirmed), St. Peter Lutheran Church, St. John's Catholic Church, University of St. Francis Motherhouse, and Bishop's Hill Winery. This tour draws on research from the St. John's Neighborhood Historic Resources Survey, and the implementation of this tour was a recommendation from this project. The Joliet Area Historical Museum and Joliet Historic Preservation Commission last co-sponsored a similar “Limestone” tour in 2017.
 - When – Saturday May 10th. 9:00 AM to 1:00 pm