

**RESOLUTION NO. R2026-01****A RESOLUTION APPROVING  
A COMMUNITY DEVELOPMENT BLOCK GRANT SUBGRANTEE AGREEMENT  
WITH THE COUNTY OF DUPAGE REGARDING  
THE SHAW DRIVE AREA STREET REHABILITATION PROJECT**

WHEREAS, the City of Warrenville ("**City**") is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.*, units of local government may contract and associate among themselves to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the County of DuPage ("**County**") has applied for Community Development Block Grant ("**CDBG**") funds from the United States Department of Housing and Urban Development ("**HUD**") as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) ("**Act**"); and

WHEREAS, the City is eligible to receive a portion of the CDBG funds distributed to the County by HUD as a subgrantee for approved, eligible projects; and

WHEREAS, the City has identified the need for road improvements on certain streets, and associated sidewalks, curbs, and underground sewer infrastructure in the Shaw Drive Area in the City ("**Project**"); and

WHEREAS, on February 11, 2025, the County Board approved the Project and authorized the distribution of approximately \$600,000 in CDBG funds to the City for the Project; and

WHEREAS, in order to receive the CDBG funds, the City and the County must enter into a subgrantee agreement ("**Agreement**"), which sets forth their respective rights and obligations regarding the CDBG Grant funds; and

WHEREAS, pursuant to the Agreement, the County will reimburse the City for up to \$600,000.00 or 38 percent of the cost of the Project, which Project is estimated to cost \$1,570,291.80, and the City will be responsible for 62 percent of the cost of the Project, or approximately, \$970,291.80; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve and enter into the Agreement with the County;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1: Recitals.** The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

**SECTION 2: Approval of Agreement.** The Agreement with the County is approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The Mayor and the City Clerk are authorized and directed to execute and attest to the Agreement on behalf of the City.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2026.

AYES: \_\_\_\_ NAYS: \_\_\_\_ ABSENT: \_\_\_\_ ABSTAIN: \_\_\_\_

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**AGREEMENT**

**AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
CITY OF WARRENVILLE  
\$600,000.00 – CD25-04**

This AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the COUNTY OF DU PAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the CITY OF WARRENVILLE, an Illinois Municipal Corporation, (hereinafter called "SUBGRANTEE") having a principal place of business at 3S258 MANNING AVENUE, WARRENVILLE, Illinois 60555.

**RECITALS**

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has applied for Community Development Block Grant Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter called "ACT"); and

WHEREAS, SUBGRANTEE has heretofore agreed with the COUNTY to participate with the COUNTY in an application for Community Development Block Grant (hereinafter called "CDBG") funds so that the population of SUBGRANTEE is included in the total population utilized for grant calculation purposes by the COUNTY; and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein (“CDBG FUNDS”); and

WHEREAS, the County Board approved this project on February 11, 2025, as part of the 2025 Action Plan under Resolution # HS-R-0004-25, as part of the 2025-2029 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution #HS-R-0004-25; and

WHEREAS, COUNTY and SUBGRANTEE enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following Exhibits are hereby incorporated herein:
  - 1. Exhibit A. Assurances.

II. SCOPE OF THE PROJECT

- A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, dated 9/30/2024, and submitted by the SUBGRANTEE, entitled SHAW DRIVE AREA STREET REHABILITATION PROJECT, hereinafter called "PROJECT") in.
- B. The purpose of the activities funded pursuant to this AGREEMENT is to improve the five residential streets serving the single-family residences within the proposed service area, with additional improvements being made to the underground sewer infrastructure and sidewalks. The scope of the activities for the project includes:
  - 1. Approximately 4,050 linear feet of roadway; 2,080 linear feet of sidewalk; 8,150 linear feet of curb. 1,330 linear feet of sidewalk along the west side of Shaw Dr., which will increase from 4.0 FT wide (PCC sidewalk), to an 8.0 FT wide shared-use walking/bike path (HMA). The project also includes roadway milling of 2.5 inches on all five roadways, with roadway replacement consisting of three-quarter inches of leveling binder and 2 inches of HMA surface course. Additional roadway improvements include 6-inch full-depth Class-D patching to replace the roadway's degrading subbase. The existing insufficient mountable curb and gutter (M-3.12) along all five roadways will be replaced with barrier curb (B-4.12) to sufficiently convey storm water drainage to the storm sewer structures as well as providing better protection for the residents utilizing the city sidewalks. Failing storm sewer structures, mainly along Shaw Dr., Galbreath Dr., and Hurlingham Dr., will be replaced to help aid in storm water conveyance.
  - 2. Reimburse for other costs associated with the PROJECT that are consistent with the scope and intent of the PROJECT and are pre-approved by CDC staff.
- C. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the Community Development Block Grant program in accordance with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular"), and further promises:
  - 1. For construction projects, procurement by the sealed bid method is required.
  - 2. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.

3. The SUBGRANTEE shall submit the Bid Specifications and plans to the offices of the DuPage Community Development Commission (hereinafter called "CDC office") for staff's approval prior to advertising in a local newspaper and any construction media.
  4. The SUBGRANTEE shall include in the invitation for bids, the statement "Minorities and women contractors are encouraged to submit bids." The SUBGRANTEE shall publicly advertise in a local newspaper and any construction media specifically inviting MBE/WBE firms to submit bids.
  5. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
  6. The SUBGRANTEE shall provide the CDC office with a copy of the classified advertisement, construction media advertisement, and the results from the bid opening.
  7. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there is reason to believe that the low bidder will be unable to complete the project in accordance with the Bid Specifications, including but not limited to the following reasons: contractor has been debarred, suspended, declared ineligible or voluntarily excluded from participation by the U.S. government from working on Federally funded projects, contractor is unable to furnish any required bond, contractor has a poor record of past performance, or contractor's bid is unusually low in relation to other bids and contractor is not able to document satisfactorily how it will be able to meet the Bid Specifications for the amount bid.
- D. The SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the Community Development Block Grant Program in accordance with Title 29 of the Code of Federal Regulations, part 5:
1. After the start of construction, the SUBGRANTEE shall provide to the CDC Staff weekly reports from the contractor and/or subcontractor(s) relative to the work performed by them at the PROJECT site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractor(s) at the PROJECT site, if so directed by the CDC.
  2. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC Office.
- E. SUBGRANTEE shall erect a sign in a prominent place at the job site crediting the DuPage Community Development Commission and HUD for funding the PROJECT by including the following statement:
- "Funding for this PROJECT has been provided, in part, by the DuPage Community Development Commission from the U.S. Department of Housing and Urban Development's Community Development Block Grant Program."

- F. The SUBGRANTEE shall provide a progress report to the CDC office quarterly (or monthly at the request of CDC staff), reporting on the status of the PROJECT in relation to the project target dates. The progress reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is closed out.
- G. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. It is not anticipated that this project will generate program income.
- H. Cost certifications and financial reviews will be required at various times throughout the construction of the project. If it is determined that costs are less than originally projected, or that revenues are higher, the County reserves the right to reduce the CDBG loan/grant amount.

### III. AMOUNT AND TERMS OF GRANT

- A. The COUNTY shall distribute to SUBGRANTEE, as SUBGRANTEE'S portion of the total grant received by the COUNTY and in consideration of SUBGRANTEE'S undertaking to perform the PROJECT, a maximum of SIX HUNDRED THOUSAND and 00/100 Dollars (\$600,000.00) (hereinafter "GRANT FUNDS"), to be paid in the manner set forth herein in Section VII and in Exhibit "A".
- B. This PROJECT shall be identified as CDC Agreement No. CD25-04. This identifying number shall be used by SUBGRANTEE on all payment requests.
- C. SUBGRANTEE shall be responsible for the contribution of a minimum of NINE HUNDRED SEVENTY THOUSAND TWO HUNDRED NINETY-ONE and 80/100 Dollars (\$970,291.80) or approximately SIXTY-TWO Percent (62%) of the total project cost in leveraging funds to the PROJECT, and evidence of said leveraging funds shall be made conspicuous within the written request and accompanying documents.
- D. Grant funds for this PROJECT are awarded based on the ratio of the granted amount SIX HUNDRED THOUSAND and 00/100 Dollars (\$600,000.00) and the total project cost, ONE MILLION FIVE HUNDRED SEVENTY THOUSAND TWO HUNDRED NINETY-ONE and 80/100 Dollars (\$1,570,291.80), as provided in the application. The ratio of these two figures establishes the amount split between the COUNTY and the SUBGRANTEE. The SUBGRANTEE is responsible for any and all costs exceeding the above-noted estimated total project costs. In the event the total project costs are less than estimated at project completion, the SUBGRANTEE is still responsible for, at a minimum, SIXTY-TWO percent (62%) of total project costs, as provided in the application budget.
- E. A minimum of Five Percent (5%) retainage of GRANT FUNDS will be withheld until project completion, which includes all final required documentation having been provided by SUBGRANTEE, reviewed and approved by CDC staff.
- F. GRANT FUNDS may only be used for hard construction costs associated with the scope of project as described in Section II. B. SUBGRANTEE is responsible for 100% of soft costs such as associated engineering, architectural, independent land consulting, professional land planning, legal, audit and local administrative costs.

### IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT

- A. COUNTY shall assist SUBGRANTEE in complying with the ACT and the rules and regulations promulgated for implementation of the ACT.
- B. SUBGRANTEE agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT, as identified in Exhibit "A" attached hereto and made a part hereof.
- C. COUNTY requires the SUBGRANTEE, when applicable, complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT.
- D. The SUBGRANTEE shall comply and assist COUNTY in complying with 24 CFR part 58 prior to COUNTY'S commitment of CDBG FUNDS to the SUBGRANTEE. Failure to comply with or violation of provisions in subparagraphs (1), (2), and (3) set forth below may result in the denial of any funds under this AGREEMENT. SUBGRANTEE shall:
  - 1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and
  - 2. Carry out mitigating measures required by COUNTY or select an alternate property; and
  - 3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CDBG or local funds for these program activities on a HUD assisted project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.
- E. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- F. SUBGRANTEE shall carry out the following mitigation measures as required under the Mitigation Plan within the corresponding project Environmental Review Record:
  - 1. No Mitigation Necessary.
- G. SUBGRANTEE, in performing under this AGREEMENT, shall:
  - 1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and
  - 2. Take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.
- H. SUBGRANTEE agrees and authorizes CDC and the U. S. Department of Housing and Urban

Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with the provisions set forth in Paragraph D above. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the non-discriminatory clause set forth in Paragraph D above.

- I. SUBGRANTEE agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the PROJECT or payments made pursuant to this AGREEMENT.
- J. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.
- K. SUBGRANTEE shall maintain records to show actual time devoted and costs incurred in relation to the PROJECT and shall prepare and submit quarterly progress reports which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days prior written notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.
- L. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular"). SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the AGREEMENT.
- M. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.
- N. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect performance under this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.
- O. SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT expires.
- P. SUBGRANTEE will ensure that any real property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG funds in excess of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000) is used to meet the benefit of low and moderate income persons as defined by HUD, for a compliance period of five (5) years after the expiration of the AGREEMENT.
- Q. If during the five (5) year compliance period after the expiration of this AGREEMENT, the SUBGRANTEE disposes of any property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with GRANT FUNDS in an amount in excess of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000), then the SUBGRANTEE will

reimburse the COUNTY in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

V. RIGHTS TO SUBCONTRACT

- A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planner, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE. SUBGRANTEE certifies that it will include in its contracts financed in whole or in part with GRANT FUNDS, all clauses required by federal laws, executive orders, or regulations, and each contractor will also include in its sub-agreements and contracts financed in whole or in part with GRANT FUNDS all applicable clauses required by federal laws, executive orders, or regulations.
- B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR 570.502, 24 CFR part 570.200(d)(2), and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").

VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of GRANT FUNDS for the PROJECT.
- B. After the COUNTY has received notification that GRANT FUNDS for the PROJECT have been released by HUD, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.
- C. COUNTY agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT.

VII. BILLING PROCEDURE

- A. Upon release of GRANT FUNDS by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as reimbursement for costs incurred by SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE shall comply with the following requirements:
  - 1. The SUBGRANTEE shall provide the CDC Office, upon approval of this Agreement, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.
  - 2. SUBGRANTEE shall submit a request for disbursement of GRANT FUNDS, on a form provided by the COUNTY (hereinafter referred to as "Request for Payment");
  - 3. Requests for Payment shall be submitted on a timely basis. Each Request for Payment sent to the COUNTY shall be accompanied by a payment estimate form signed by the SUBGRANTEE's authorized representative, showing the work completed. Where the PROJECT includes funding sources in addition to the GRANT FUNDS herein, a written

accounting of all funding sources applied to the PROJECT shall accompany the Request for Payment.

B. Request for Payment

1. Any request for reimbursement pertaining to construction work shall include the following:
  - a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE's knowledge, information and belief, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and
  - b. For final payment, certification by the SUBGRANTEE that the work has been completed in a good, workmanlike, satisfactory manner and in conformance with the contract. Said confirmation must be in the form of a letter on SUBGRANTEE letterhead, executed by an authorized signatory; and
  - c. Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. All change orders must be approved by the CDC staff. All change orders must be cost reasonable and include supporting documentation to justify the cost and prove cost reasonableness. Any change orders must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC Office before payment pursuant to such change orders is made; and
  - d. The COUNTY's processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the SUBGRANTEE for review, and then to the COUNTY, that fully complies with Federal labor standards, Uniform Relocation Act or any other applicable Federal, State, County or local statutes, rules or regulations. COUNTY reserves the right to withhold a percentage of funded amount until all required documentation and work is performed to meet all federal and local standards; and
  - e. SUBGRANTEE may request reimbursement for work completed and each Request for Payment must be accompanied by a copy of a cancelled check as documentation of payment to contractors. For final payment, should a cancelled check not be available due to timing of payment or forthcoming board approval, SUBGRANTEE may include confirmation that final payment has been made to the contractor within the project completion confirmation letter noted in Section b. above. SUBGRANTEE must provide proof of final payment in the form of a check copy or ledger reflecting payment to contractor. A copy of the cancelled check must be provided once received from the financial institution.
2. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
3. SUBGRANTEE must submit Request for Payment at least quarterly and at most monthly. Required supporting documentation is expected to be collected on an ongoing basis to

prevent delays in Request for Payment processing due to missing documentation. Delayed submissions in Request for Payments and required supporting documentation may result in project cancellation, loss of grant funds, or a reduction in grant funds.

4. SUBGRANTEE shall cooperate with the COUNTY to facilitate the COUNTY's maintenance of financial records regarding the PROJECT as required by the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- C. The COUNTY shall process an acceptable Request for Payment of GRANT FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

#### VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUBGRANTEE shall administrate the GRANT FUNDS in conformance with the regulations, policies, guidelines and requirements of SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular")
- B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT and shall submit to COUNTY a quarterly progress report no later than the fifth (5th) day of the end of the quarter following the activity being reported. Quarters are based on a grant year of April 1st through March 31st; reports would therefore be due July 5th, October 5th, January 5th and April 5th. Final Reports to be clearly marked "FINAL." CDC staff may request monthly reports instead of quarterly reports. Other reporting requirements are specified in Exhibit "A" attached hereto and made a part of this AGREEMENT.

#### IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

- A. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of GRANT FUNDS to SUBGRANTEE for SUBGRANTEE's substantial breach of this AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this AGREEMENT.
- B. During the implementation of the PROJECT, the COUNTY may suspend payments of GRANT FUNDS due to use of GRANT FUNDS in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a payment request; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEEs suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraphs A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the

COUNTY, the COUNTY may withhold payment of the GRANT FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

- D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS in its possession or control and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

X. REMEDIES

- A. In the event of any violation or breach of this Agreement by SUBGRANTEE, misuse or misapplication of funds derived from this Agreement by SUBGRANTEE, or any violation of any statutes, rules and regulations, directly or indirectly, by the SUBGRANTEE and/or any of its agents or representatives, then SUBGRANTEE, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such action or omission by SUBGRANTEE.
- B. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section X, then the SUBGRANTEE shall immediately notify the COUNTY, in writing, providing the full details of the alleged violation. The SUBGRANTEE shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this AGREEMENT and the Federal agency, SUBGRANTEE shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBGRANTEE shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any Federal funds, other than the GRANT FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the SUBGRANTEE shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach, and the SUBGRANTEE may then pursue any remedy it may have in an appropriate forum.

XI. TIMELINESS

- A. Time is of the essence. SUBGRANTEE will be responsible for meeting the schedule deadlines listed below. Any target which the SUBGRANTEE does not achieve as of the date listed will require the SUBGRANTEE to submit a revised implementation schedule for approval by CDC Staff. Failure to achieve these deadlines may result in project cancellation, loss of grant funds, or reduction of grant funds.

Progress Schedule

Date

- 1. 50% of funds expended



(claims submitted, approved & processed for 50% of funds)

2. 100% of funds expended [REDACTED]  
(claims submitted, approved & processed for 100% of funds)

- B. SUBGRANTEE shall complete the PROJECT by [REDACTED]. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the DuPage County Director of Community Services (“Director”) will require additional time for completion of the PROJECT, then in that case, the time of completion may be extended by said Director by a period of time not to exceed nine (9) months. SUBGRANTEE shall; promptly give written notice to the Director of Community Services and to the COUNTY of the anticipated delay, the reasons therefore, a revised implementation schedule for review and approval by the COUNTY, and written request for an extension of time for completion of the PROJECT. If an extension is granted, SUBGRANTEE shall ensure the revised implementation schedule is adhered to in order to meet the extended PROJECT completion date. An extension request to allow for additional time to complete and process grant required paperwork will not be considered an alteration, addition, or circumstance beyond the control of SUBGRANTEE.
- C. After a period of twelve (12) months from the date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.
- D. If SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months or longer of the date of this AGREEMENT, it shall immediately give written notice to the Community Development Commission Executive Committee, County Development Committee, and to the COUNTY of the anticipated delay, the reasons therefore, a revised implementation schedule for review and approval by the COUNTY, and request an extension of time for completion of the PROJECT. The Community Development Commission Executive Committee shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall notify the SUBGRANTEE if the time extension will be granted or denied, and whether it intends to exercise the remedies available herein, including but not limited to suspension of further payments. If an extension is granted, SUBGRANTEE shall ensure the revised implementation schedule is adhered to in order to meet the extended PROJECT completion date. An extension request to allow for additional time to complete and process grant required paperwork will not be considered an alteration, addition, or circumstance beyond the control of SUBGRANTEE.

## XII. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made

subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.

- C. ASSIGNMENT - except as provided in Section V hereof, SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any GRANT FUNDS or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.
- D. ATTORNEY'S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.
- E. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.
- F. INDEMNIFICATION AND HOLD HARMLESS - SUBGRANTEE shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBGRANTEE, its agents or employees, in undertaking and performing under this Agreement. The SUBGRANTEE does not hereby waive any defenses or immunity available to it with respect to third parties.
- G. SEVERABILITY – In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- H. PARTICIPATION IN NEEDS ASSESSMENTS – In consideration of receiving CDBG funds from the COUNTY, the SUBGRANTEE shall participate in DuPage County Needs Assessments via client surveys, focus groups, client data, and agency/board surveys in a timely fashion for the benefit of the COUNTY.
- I. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the CDC and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY: \_\_\_\_\_  
Deborah A. Conroy,  
DuPage County Board Chair

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

SUBGRANTEE: CITY OF WARRENVILLE, an Illinois Municipal Corporation

ADDRESS: 3S258 MANNING AVENUE  
WARRENVILLE, Illinois 60555

BY: \_\_\_\_\_  
ANDREW JOHNSON  
Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

EXHIBIT A  
ASSURANCES

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
  - 1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
    - a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
    - b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;
  - 2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
- D. The grant will be conducted and administered in compliance with:
  - 1. 24 CFR 570, Subpart K – Other Program Requirements, as amended, and 24 CFR 5.105(a) Nondiscrimination and Equal Opportunity, as amended, including any and all applicable Executive Orders in effect;
  - 2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
  - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
  - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; policies and procedures necessary to ensure enforcement of Section 109 codified in 24 CFR part 6, and the regulations issued pursuant hereto;
  - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including:
    - a. Employment and training.

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for opportunities and training described in paragraph a. i. of this section should be given to:
      - 1. Section 3 workers residing within the service area or the neighborhood of the project, and
      - 2. Participants in YouthBuild programs.
  - b. Contracting.
    - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for contracting opportunities described in paragraph b. i. of this section should be given to:
      - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
      - 2. YouthBuild programs.
  - c. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
  - d. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
  - e. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.
  - f. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in contracts.
- 6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
- 7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
- 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;
10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement such requirements;
11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
13. The Fair Housing Act (Public Law 90-284) (42 U.S.C. 3601-20);
14. The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference (“Buy America Preference” or “BAP”) for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. SUBRECIPIENT must comply with the provisions and requirements of the BABA Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended. Under FR-6331-N-10A, HUD announced that it had issued the Public Interest, General Applicability Waiver of Buy America Provisions effective March 15, 2023. This waiver is effective as stated herein for Federal Financial Assistance (FFA) obligated by HUD in listed programs on or after the effective date of the waiver until the implementation deadlines for the BAP as specifically shown in the Federal Register notice. The BAP will apply to CDBG FFA obligated by HUD from Fiscal Year 2025 appropriations, unless excepted by a waiver.

The BAP applies to the following construction materials used in infrastructure projects. Each construction material is followed by a standard for the material to be considered “**produced in the United States.**”

- a. *Non-ferrous metals.* All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- b. *Plastic and polymer-based products.* All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
- c. *Composite building materials.* All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
- d. *Glass.* All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

- e. **Fiber optic cable.** All manufacturing processes, from the initial preform fabrication stage through fiber stranding and jacketing, occurred in the United States.
- f. **Optical fiber.** All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.
- g. **Lumber.** All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- h. **Drywall.** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- i. **Engineered wood.** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Documented evidence proving the iron, steel, manufactured products, and construction materials used in a project are produced in the United States must be provided to the CDC. Examples of evidence include, but are not limited to: documented review of material submittals ensuring proposed covered items are produced in the USA; photos of product labels/stamps and engineering notes from field visits to inspect materials prior to use, confirmed covered items were manufactured in the USA; invoices certifying covered items are manufactured in the USA.

15. Conflict of Interest requirements of the Super Circular (2 CFR Part 200) and under 24 CFR 570.611.

- E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
- F. When a grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
- G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of

assessing any amount against properties owned and occupied by low and moderate income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.

- I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:
  1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug awareness program to inform employees about:
    - a. The dangers of drug abuse in the workplace;
    - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
  4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
  6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
    - a. Taking appropriate personnel action against such an employee, up to and including termination; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).
- J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement

agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

K. In regards to lobbying, the SUBGRANTEE certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

L. SUBGRANTEE shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

M. SUBGRANTEE shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

- N. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154 (Unleashing American Energy), including E.O. 14008 (Tackling the Climate Crisis at Home or Abroad), or NOFO requirements implementing Executive Orders that have been revoked.
- O. SUBGRANTEE must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 (Ending Taxpayer Subsidization of Open Borders), or other Executive Orders or immigration laws.
- P. SUBGRANTEE cannot use grant funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
- Q. SUBGRANTEE must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

# 2025 DUPAGE COUNTY CDBG NEIGHBORHOOD INVESTMENT PROJECT IMPLEMENTATION SCHEDULE

Agency Name: City of Warrenville

Project: Shaw Drive Area Street Rehabilitation Project (CD25-04)

Total Project

Cost: \$1,570,291.80

CDBG Award: \$600,000

  
\_\_\_\_\_  
Signature

December 22, 2025  
\_\_\_\_\_  
Date

Philip Kuchler, P.E.  
\_\_\_\_\_  
Name

Public Works Director  
\_\_\_\_\_  
Title

- Project Timeline:** Community Development Block Grant (CDBG) program funds are required by the U.S. Department of Housing and Urban Development (HUD) to be spent in a timely fashion. If HUD determines there is an excess amount of unexpended CDBG funds for a given program year, corrective action will be required by HUD. Corrective action includes, and is not limited to, a reduction of the unexpended funds. Projects that lead to a slow expenditure of CDBG funds and/or a reduction of CDBG funds by HUD are subject to a reduction in the project award amount.

As reflected in the CDBG Neighborhood Investment Application, it is expected that all projects awarded CDBG funding will be completed within one year of the Agreement date.

In the table below, please complete the implementation schedule for the awarded project. If the awarded project does not include acquisition or zoning change, please reflect "N/A" for those activities. All aspects of the project must be completed within one year of the Agreement date.

REVISION OF PROJECT TIMELINE/IMPLEMENTATION SCHEDULE	
Activity	Date (mm/dd/yyyy)
All Sources of Funding Obtained	NA
Property Acquisition Complete	NA
Easements Acquisition Complete	NA
Special Service Area Approval Complete	NA
Facilities Planning Area (FPA) Approval Complete	NA
Property Annexation Complete	NA
Preliminary Engineering or Project Design Complete	01/31/2025
Final Engineering or Project Design Complete	02/27/2026
Bid Manual w Detailed Project Scope Complete	02/27/2026
Bid Manual Advertised	03/13/2026
Sealed Bid Opening Complete	04/03/2026
Construction Contract Awarded & Fully Executed	04/20/2026
Construction to Begin	05/11/2026
50% of Construction Complete	07/03/2026
50% of CDBG Award Drawn	07/24/2026
100% of Construction Complete	08/07/2026
Final Inspections Completed & Passed	08/21/2026
Final Request for Payment & All Required Documentation Submitted to CDC	09/11/2026
100% of CDBG Award Drawn	09/25/2026