



**TO:** Mayor Diane Marlin and City Council Members

**FROM:** Carol Mitten, City Administrator

**DATE:** November 21, 2019

**SUBJECT:** A Resolution Authorizing Acceptance of a 2019 Urban and Community Forestry Grant from The Morton Arboretum (**Resolution No. 2019-11-048R**)

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## Background

The City of Urbana is committed to protecting and expanding the vitality of the City's urban forestry and is a proud Tree City USA designee (and has been every year since 1976). The Emerald Ash Borer (EAB) has caused extensive damage to Urbana's tree canopy and the City's Forestry staff have been proactively managing and removing trees compromised by the EAB for more than a decade. The EAB alone created a multi-year replacement backlog for City-owned trees, which the City has been able to reduce through generous private donations.

In May 2019, a tornado touched down in south Urbana that destroyed 64 City-owned trees and damaged 89 City-owned trees. The cost of the clean-up of tree materials alone was more than \$130,000 and the estimated cost to replace the trees lost in the tornado was more than \$20,000.

## Issue

The Morton Arboretum administers federal grants funded by the Illinois Department of Natural Resources (IDNR) and the US Forest Service (USFS) through the Northeastern Area, State and Private Forestry. Urbana applied for the 2019 Urban and Community Forestry Grant Program in the Tree Planting category. The maximum award for any applicant was \$15,000; Urbana has been awarded \$14,250.

## Proposed Resolution

The proposed resolution for Council consideration (Resolution No. 2019-11-048R) would allow Urbana to accept up to \$14,250 in grant money from IDNR and USFS through The Morton Arboretum on a reimbursement basis.

## Recommendation

I recommend that the City Council approve the proposed resolution.



**RESOLUTION NO. 2019-11-048R**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2019 URBAN AND COMMUNITY FORESTRY GRANT FROM THE MORTON ARBORETUM**

**WHEREAS**, the City of Urbana (“City”) is an Illinois home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and the statutes of the State of Illinois; and

**WHEREAS**, the City recognizes that it is appropriate and beneficial for the City and its departments to apply for and receive grants from private, state, and federal agencies that advance and promote the public health, safety, and welfare of the City of Urbana; and

**WHEREAS**, the City takes great pride in being the first Illinois community to receive the Tree City USA designation in 1976, the program’s inaugural year, and for every year since; and

**WHEREAS**, the City’s urban forest was significantly impacted by a tornado in May 2019, when 64 City-owned trees were lost and 89 City-owned trees were damaged; and

**WHEREAS**, the City already has had a multi-year backlog to replace City trees lost to the Emerald Ash Borer; and

**WHEREAS**, The Morton Arboretum has indicated its willingness to give a grant to the City in the amount of \$14,250 to be used in accordance with the terms and conditions specified in the 2019 Urban and Community Forestry Grant Program Project #0788-1 Grant Recipient Assurances and Requirements 2019-2020 Agreement as appended hereto; and

**WHEREAS**, the City Council deems it appropriate to accept the \$14,250 in forestry grant funds to help restore the City’s tree canopy by entering into and executing the 2019 Urban and Community Forestry Grant Program Project #0788-1 Grant Recipient Assurances and Requirements 2019-2020 Agreement appended hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.** The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to enter into the 2019 Urban and Community Forestry Grant Program Project #0788-1 Grant Recipient Assurances and Requirements 2019-2020 Agreement in substantially the form appended hereto and made a part hereof as an exhibit.

**Section 2.** The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to undertake such additional steps as may be necessary for the City to receive the grant and to arrange for the City’s substantial compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSENT:

ABSTAINED:

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Charles A. Smyth, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Diane Wolfe Marlin, Mayor



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**2019 Urban and Community Forestry Grant Program  
Grant Recipient Assurances and Requirements 2019-2020**

**Project #0788-1**

**1. Cooperating Agencies**

<b>Grant Program Administrator</b>	The Morton Arboretum (TMA)
<b>Funder</b>	<ul style="list-style-type: none"><li>• Illinois Department of Natural Resources (IDNR)</li><li>• US Forest Service through the Northeastern Area, State and Private Forestry (USFS)</li></ul>
<b>Recipient Community</b> (Municipality, Park District, or Other Local Government)	City of Urbana
<b>Community Contact</b>	Kevin Sanderson
<b>Contact Email &amp; Phone</b>	<a href="mailto:ktsanderson@urbanaininois.us">ktsanderson@urbanaininois.us</a> // 217-384-2393

**Non-Liability**

The Morton Arboretum, IDNR, and USFS do not assume liability for any third party claims for damages arising out of this instrument.

**Budget Revisions**

Budget revisions are not allowed unless approval is provided by The Morton Arboretum in advance. Revisions will require written notice and will require a minimum 14 days prior notice for a written response from The Morton Arboretum. Invoices for unapproved budget changes will not be paid.

**Prior Approval**

Prior approval is required for any change to the scope of objectives of the approved projects, key personnel, or transfer of substantive programmatic work to another party. A written request must be submitted and will require a minimum of 14 days prior notice for a written response from The Morton Arboretum. Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. Prior approval requests should include:

- change in the scope or the objective of the project or program (even if there is no associated budget revision);
- change in a key person specified in the application or award document;

- changing local match from the approved of work plan;
- extension period of availability of funds;

### **Use of Funds**

1. Development and approval of a tree protection/preservation ordinance.
2. Completion of a tree inventory.
3. Development of an urban forest management plan.
4. Tree planting
  - a. Proposed trees may not include trees that are part of capital projects or will be impacted by a roadway project within the next three years.
5. No part of the grant can be used to pay for land or equipment. Tree removal costs are ineligible for grant support; however, some removal expenses may be used to meet the match requirements.

### **Notification**

The Recipient shall immediately notify The Morton Arboretum of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a written statement of the action taken or contemplated, and any assistance needed to resolve the situation.

### **Award and Execution of Agreement**

Two agreements must be signed by someone who has the authority to represent the governmental institution receiving the grant. Signed documents must be returned to The Morton Arboretum for final execution by **December 2, 2019**.

One copy of the fully executed agreement will be returned to the Recipient and will serve as official notification for the community to begin their project. Any costs matching or otherwise incurred prior to the date of the executed agreement will be ineligible for reimbursement.

### **Matching Costs**

Recipients must document and provide proof of local match with the minimum required ratio of 1:1.

- **Eligible Local Matching Costs**

The following examples of allowable costs for a community's local match:

1. Ash tree removal and stump grinding (occurring between December 2, 2019 and July 15, 2020).
2. Utilization of salvageable lumber and disposal of ash trees by community employees, volunteer or contractors.
3. Additional tree purchases for the specified project.

4. Site modifications and materials (soil, mulch) directly related to the project.
5. Labor costs or in-kind volunteer labor to plant for trees.
6. Administrative costs directly related to the project.
7. Labor and material costs for tree maintenance up to July 15, 2020. All additional costs related to the maintenance and care of the trees for three years are **not** eligible as match.

Supporting documentation for the Recipient's match must be included with the completed reimbursement forms. Approved forms of documentation include: receipts, paid invoices, daily activity reports, volunteer sign-in sheets, or other paperwork documenting work completed.

### **Reporting Requirements**

You are required to submit progress reports to The Morton Arboretum until the work plan is completed. Recipients will receive an email notification accompanied by the progress report form two weeks prior to when the progress report is due. The Recipients are responsible for ensuring the proper email address on file is active and regularly checked. Report forms are due:

- January 15, 2020
- March 15, 2020
- June 1, 2020

A final report is due at project completion (July 15, 2020).

The Morton Arboretum will complete a community site inspection of the trees planted prior to disbursement of grant funds to the Recipient. The Recipient will contact the grant administrator to schedule visit a minimum of one month prior to end of grant period.

The final report will include a budget form and match documentation worksheets. The Inspector's report is available for the Recipient's review in the completed agreement packet.

Work for this Grant **must be completed by July 15, 2020.**

**A locally approved Tree Protection/Preservation Ordinance is required before grant funds are disbursed. No grant expenses will be reimbursed until a Tree Protection/Preservation Ordinance is on file. To receive assistance in completing a Tree Protection/Preservation Ordinance, the Recipient must submit a request, in writing, to Emily Okallau ([eokallau@mortonarb.org](mailto:eokallau@mortonarb.org)) at The Morton Arboretum no later than December 6, 2020.**

Upon completion of the project(s), the Recipient may be required to participate in surveys every six months and/or site inspections on survivability of trees planted through this program.

Failure to comply with this requirement may result in cancellation of the current grant and/or disqualification from future grants.

## **Funding Categories**

### **Tree Ordinance Category**

A tree preservation ordinance must include the following:

1. Statement of purpose for the tree preservation/protection ordinance.
2. Clear definitions of terms.
3. Clear scope of preservation, protection, management, removals, pruning, selection, and planting requirements.
4. Clear statement of the value and service of the urban forest as infrastructure.
5. Clear specifications referencing the American National Safety Institute, National Association of Arborists, International Society of Arboriculture, National Association of Nurserymen and/or other nationally recognized organizations for the following:
  - a. tree production (nursery source)
  - b. tree planting
  - c. tree care
  - d. tree pruning including frequency
  - e. species restrictions, e.g. under utilities, use of invasive or potentially invasive species
  - f. tree removals.
6. Defined skill requirements for professionals who manage trees for the organization.
7. Identified tree protection, preservation, fee, and penalty requirements for construction impacts.
8. Defined replacement requirements, fees, and penalties for trees damaged or killed.
9. Invasive species identified and management protocol if applicable.
10. Prohibition of tree topping, including fees and penalties.
11. Defined tree permit requirements, fees, penalties, enforcement, variance and civil remedies.
12. Qualifications, responsibilities, and terms of the Tree Board or other advisory group responsible for trees.
13. Identified individual and/or group responsible for making decisions about trees.
14. A preferred species list.
15. Restricted or illegal species list, e.g. invasive species list.
16. Insurance requirements.

On a quarterly basis, the Recipients will be asked to report on project progress. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants. In addition, the Recipients will be required to submit a final report and will include a budget form and match documentation worksheets.

It is recommended but not required that the tree preservation/protection ordinance include:

1. Tree risk inspection protocols
2. Tree inventory and maintenance
3. Inclusion of education, outreach, and/or assistance to private property owners on tree planting, management and assessment.
4. Incentives or regulations for trees located on private property.



5. Integration of the community urban forest management plan as the basis for the tree preservation/protection ordinance (See Silver Level Ordinance Template in the Application Folder).

### **Tree Inventory Category**

Following are requirements for this project:

1. The inventory shall be on governmental property other than state or federal land. The inventory of trees on private property is not allowed through this proposal. However, inventory of trees on private property may be used as match.
2. The inventory shall be conducted by an arborist certified by the International Society of Arboriculture or other professional, nationally recognized certification program or entity.
3. At minimum, the following inventory information shall be collected:
  - a. Individual location of each tree inventoried, either by geographic information system (preferred) or by address. Location shall be sufficiently accurately that the tree can be located at a future date.
  - b. Species and genera of each tree inventoried, including invasive species.
  - c. Size of the tree. Size shall be taken at diameter at breast height (DBH; 4.5 feet above ground).
  - d. Condition of the tree. This may be as simple as classifying whether the tree is in excellent, good, fair, poor, or dead/dying condition. This can also be completed by a score such as 1, 2, 3, 4, or 5.
4. The final inventory data must be in a format that allows for ongoing updates and inputs so that the inventory is a dynamic system. Allowable formats include GIS or other software (such as Excel or other programs), paper, or an electronic format provided by a professional outside entity. Please direct questions regarding format eligibility to Emily Okallau at [eokallau@mortonarb.org](mailto:eokallau@mortonarb.org) or (630) 725 – 2498.
5. The Recipient shall commit to maintaining the inventory for no fewer than five years post-completion of the project. This work may be done by the entity's staff or volunteers.
6. Existence or completion (including approval) of a tree preservation/protection ordinance is required for all Recipients. The ordinance must be completed and approved by the organization prior to reimbursement of grant funds and no later than July 15, 2020.
7. Recipients are required to report on project progress on a quarterly basis. Failure to comply may result in cancellation of the current grant and disqualification from future grants. In addition, Recipients are required to submit a final report that includes a budget form and match documentation worksheets.

### **Urban Forest Management Plan Category**

The urban forest management plan shall meet the following requirements:

1. Review and approval by an International Society of Arboriculture (ISA) Certified Arborist.

2. Acceptance by the Recipient's governmental organization prior to request for reimbursement.
3. Identified short and long-term urban forest goals 2020 – 2030.
4. A description of the organization's urban forest canopy cover and composition (if this information exists). (Canopy cover can be provided to the organizations in Will, Lake, Kane, Kendall, Cook and McHenry by the Chicago Region Trees Initiative and can be found at [Chicagorti.org/UTC](http://Chicagorti.org/UTC).)
5. Identification of priority planting locations and a strategy for improving forest age and species structure. Include specifications for tree production and planting as outlined in ANSI, ISA and/or other nationally recognized standards.
6. How the urban forest inventory will be used to inform decisions and how it will be updated.
7. Criteria for species selection.
8. Specifications from ANSI, ISA and/or other nationally recognized standards for planting, pruning, removals, and care.
9. Identification of urban forest risk including a strategy for management of issues such as pruning frequency, climate impacts, and invasive species with clear ANSI, ISA and/or other nationally recognized standards identified.
10. Identification of a clear program for education and engagement of private landowners and managers within the organization's boundaries.
11. Required and recommended qualifications and training of staff.
12. Qualifications and specifications required of contracted labor and consulting.
13. A plan for acquisition and replacement of equipment and resources.
14. Short and long term budget projections and needs.
15. Existence or completion (including approval) of a tree preservation/protection ordinance is required for all Recipients. The ordinance does not have to be in place to apply, but must be completed and approved by the organization prior to reimbursement of grant funds **no later than July 15, 2020**.
16. On a quarterly basis, Recipients will be asked to report on project progress. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants. In addition, Recipients will be required to submit a final report and will include a budget form and match documentation worksheets.

It is recommended but not required the plan include the following:

1. A plan for protection and preservation of legacy/heritage trees.

2. A plan for obtaining and maintaining a tree inventory.
3. Consideration for care and management of natural areas.
4. Consideration of development and retention of the organizations volunteer program.
5. Consideration of utilization for urban wood
6. Preferred Species List
7. Non-Preferred Species List
8. A strategy for contract growing
9. Sidewalk vs. tree conflict resolution and protection
10. Sewer line vs. tree conflict resolution and protection
11. Tree City USA Application or renewal
12. Tree Board or other advisory group responsibilities

### **Tree Planting Category**

Following are requirements for this project:

1. Trees planted shall be between 1” and 2” caliper measured at 6” above the root flare.
2. Tree planting projects must be planned and executed to promote the long-term survival of the trees.
3. Tree species selected must be a diverse selection of not more than 5% of any one species and/or 10% of any one genus.
4. Shrubs species that do not grow beyond 10 feet in height are not eligible for reimbursement.
5. An International Society of Arboriculture certified arborist must approve the accompanying tree planting plan for all trees planted through this proposal either funded by this proposal or with match. (See below.)
6. The Recipient must attest to properly caring for trees purchased through this program by including a maintenance plan. The maintenance plan must identify who will water and mulch trees over the **required three years post planting period**. (A copy of the proposed maintenance plan must accompany the proposal.)
7. Trees must be planted according to the ANSI, ISA and/or other nationally recognized planting specification.

8. All trees purchased through this proposal shall meet the ANSI American Standard for Nursery Stock (ANSI Z60).
9. For all trees: the **burlap, rope, and the wire basket must be removed (or be a low profile basket) at time of planting.**
10. All trees shall receive a 3 to 4 inch layer of hardwood mulch over the root ball and not touching the bark of the tree.
11. Tree planting shall take place in the **spring of 2020.**
12. Tree species to be planted must be specified in the grant proposal. Species selected and site conditions must be identified.
13. Trees purchased must come from Illinois Department of Agriculture Certified Nurseries.
14. Upon completion of the tree planting, data on survivability will be collected semiannually via electronic survey. Periodic site visits by The Morton Arboretum may be conducted.
15. Existence or completion (including approval) of a tree preservation/protection ordinance is required for all selected Recipients. The ordinance does not have to be in place to apply, but must be completed and approved by the organization prior to reimbursement of grant funds no later than July 15, 2020.
16. On a quarterly basis, Recipients will be asked to report on project progress. Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants. In addition, Recipients will be required to submit a final report and will include a budget form and match documentation worksheets.
17. A Tree Planting List is required and is attached to the Application packet.
18. A Tree Maintenance Agreement is required and is attached to the Application packet.

### **Tree Planting Work Plan**

A Work Plan Chart is required to be submitted with the Agreement. This Work Plan Chart shall identify and detail the following:

1. Time line
2. Administrative actions
3. Removal, removal location, (only ash removals may be counted)
4. Planting, include planting location, site description, size of planting site, replant date, species and genus
5. Maintenance
6. Invoicing
7. Ongoing management

### **Inspections**

All project work and work reported as Matching Local Share completed as part of the grant project is subject to inspection by The Morton Arboretum or their representatives. Recipients will be expected to meet with an Inspector, show the Inspector work completed with grant funds,

and demonstrate that work was done according to Assurances listed herein, and concur with Inspector's report. Inspections need to be scheduled with grant administrator no later than June 15, 2020. The Reimbursement Packet should be available at the inspection and may be submitted to the Inspector for processing.

### **Payment Procedures**

Reimbursement payment shall be made only to the contracted entity for invoices paid by the grant recipients. Communities can expect payment between 45-60 days after The Morton Arboretum has received completed reimbursement request forms containing valid invoices and canceled checks. **Only one reimbursement payment will be made to the contracted community upon completion of all phases of the grant project.** Once payment is made the grant project is considered completed, however, maintenance and care of the trees is required for three years. Maintenance and care of the trees cannot be used as match after the end of the grant period.

**To receive payment, the administering agency must receive and approve your (new or existing) Tree Preservation/Protection Ordinance and verify that it meets all requirements listed on pages 3 and 4. It is recommended that your organization work with The Morton Arboretum to ensure that your proposed ordinance meets the requirements outlined in the Request for Proposals and the Agreement prior to requesting reimbursement.**

Payments for grants are awarded by The Morton Arboretum. You may only receive one payment. To receive that payment you must invoice The Morton Arboretum, attach relevant invoices, copies of cancelled checks, and documentation of your local match. Invoice requests must be submitted for review to The Morton Arboretum no later than **July 15, 2020** using the Reimbursement Packet. You may request a copy of the reimbursement packet by emailing Emily Okallau at [eokallau@mortonarb.org](mailto:eokallau@mortonarb.org). Invoices may be emailed in PDF format or mailed to:

Emily Okallau  
Chicago Region Trees Initiative  
The Morton Arboretum  
4100 Illinois Route 53  
Lisle, IL 60532  
[eokallau@mortonarb.org](mailto:eokallau@mortonarb.org)

### **Project Implementation Technical Assurances**

The grant Recipient agrees to the following Assurances:

1. Tree planting projects must be planned and executed for long-term survival of trees. Tree species must be selected to match site and cultural conditions.
2. Trees should be selected for compatibility with overhead utilities. Tall-growing trees should not be planted under power lines. For assistance in planting for long-term success and compatibility, see <https://www.comed.com/customer-service/service-request/trees-powerlines/pages/maintenance.aspx> Or contact your regional Commonwealth Edison vegetation manager at 1-800-334-7661
3. The applicant must attest to properly caring for trees purchased through this program by including a maintenance plan. **A completed maintenance plan must accompany this agreement.** Trees must be planted according to the *International Society of*

*Arboriculture Tree Planting Best Management Practice* <http://secure.isa-arbor.com/webstore/BMPs-C59.aspx> , mulched and watered appropriately for three years to enable trees to become fully established and thrive. Planting is based on *ANSI A300-2005 (Part 6) Transplanting*. Alternatively, the Suburban Tree Consortium specifications will be accepted.

**IMPORTANT: Trees planted with rope ties intact and wire baskets which have not been reduced by 1/3 from the top of the root ball will not be accepted.**

4. When contracting for services related to this project(s) firms must have appropriate Workers Compensation insurance.
5. Anyone removing trees must adhere to *ANSI A133.1: Pruning, Repairing, Maintaining, and Removing Trees and Cutting Brush – Safety Requirements*.
6. Nursery stock must be a minimum of 1” and no greater than 2” inches in caliper and must adhere to the ANSI Z60.1-2004 American Standard for Nursery Stock. The standard is available here <http://agri.nv.gov/Brochures/ANLAStandard2004.pdf>.
7. The Morton Arboretum promotes diversification of the tree canopy. Recipients may not purchase more than 10% of any one genus or 5% of any one species. The Morton Arboretum may consider waiving the requirement if a recipient provides proof of a long-term plan for diversification and demonstrates that trees purchased during the 4 previous years have been diverse.
8. Trees must be purchased from nurseries certified by the Illinois Department of Agriculture.
9. Individuals conducting tree inventory work must have previous experience and provide proof of successful completion of tree inventory work to Recipients. Using tree care companies or other arboriculture-related organizations is highly recommended.

## **2. Federal Grant Terms and Conditions**

### **Federal Requirements**

Program funds are available through the U.S. Forest Service State and Private Forestry and disbursed through the US Forest Service Forest and the Illinois Department of Natural Resources. The Recipient shall be responsible for reporting funds received on their annual Schedule of Expenditure of Federal Awards. The Community shall also be responsible for compliance with all federal laws and regulations, and specifically those pertaining to federal funding.

### **Recipient Audits**

Recipients expending \$500,000 or more in Federal awards during the Recipient's fiscal year for fiscal years ending after December 31, 2003 as provided in OMB Circular A-133 are required to meet the audit requirements of OMB Circular A-133 (the circular is available at <http://whitehouse.gov/omb/circulars/a133/a133.html>). The required audits must be completed within 9 months of the end of the Recipient's audit period and a copy forwarded to The Morton Arboretum along with management's response to audit findings. Within 6 months after receipt of the Recipient's audit report The Morton Arboretum will contact the Recipient to ensure that the Recipient takes timely and appropriate corrective actions on all findings. For questions regarding the above please contact Carol Walter, The Morton Arboretum Finance Department at [cwalter@mortonarb.org](mailto:cwalter@mortonarb.org) or 630-719-2404.

### **Debarment and Suspension**

The Recipient shall immediately inform The Morton Arboretum if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, and then they shall notify the Morton Arboretum without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

### **Legal Authority**

The Recipient shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

### **Notices**

Any notice given by the U.S. Forest Service or The Morton Arboretum will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To The Morton Arboretum.
- To Recipient, at the Recipient's address shown in the grant/agreement or such other address designated within the grant/agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

### **Drug-Free Workplace**

- a. The Recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:
  1. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  2. Specify the actions the Recipient will take against employees for violating that prohibition; and
  3. Let each employee know that, as a condition of employment under any award, he or she
    - i. Must abide by the terms of the statement, and
    - ii. Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
  
- b. The Recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. Your policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
  - iv. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
  
- c. Without The Morton Arboretum's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.
  
- d. The Recipient agrees to immediately notify The Morton Arboretum if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award/agreement number of each instrument on which the employee worked. The notification must be sent to The Morton Arboretum within ten calendar days after the Recipient learns of the conviction.
  
- e. Within 30 calendar days of learning about an employee's conviction, the Recipient must either:
  - i. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - ii. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

### **Eligible Workers**

The Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this instrument.

### **Title VI Compliance**



The Recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685 and 1686), which prohibits discrimination on the basis of sex in educational programs and activities; (c) the Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age (42 USC 6101); and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

Please refer to the US Forest Service Washington Office Civil Rights Office for additional information at: <http://www.fs.fed.us/cr/>

### **Trafficking Victims Protection Act (TVPA)**

- a. Provisions applicable to a Recipient that is a private entity.
  1. You as the Recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or sub-awards under the award.
  2. The U.S. Forest Service as the Federal awarding agency and/or The Morton Arboretum, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.
- b. Provision applicable to a Recipient other than a private entity. We as the U.S. Forest Service a Federal awarding agency and/or The Morton Arboretum may unilaterally terminate this award, without penalty, if a Recipient or sub-recipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the Recipient or sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.

- c. Provisions applicable to any Recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.
- d. Definitions. For purposes of this award term:
  - 1. “Employee” means either:
    - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

### **Freedom of Information Act**

It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Recipient is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Please contact Lydia Scott at 630-719-2425 to review announcements as far in advance as possible because she may need to communicate directly with the Forest Service regarding the press release.

### **Public Information**

The Recipient shall include the following statement, in full, in any agreements, printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."*

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:  
**"This institution is an equal opportunity provider."**

**Please check all funding categories for which grant funds will be used.**

Tree Planting	
Tree Preservation / Protection Ordinance	
Urban Forest Management Plan	
Tree Inventory	

**The undersigned agree to comply with the requirements of this grant agreement.**

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**Signature of Authorized Community Representative**

**Date**

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**Print Name**

**Title**

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**Signature of The Morton Arboretum Representative**

**Date**

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**Print Name**

**Title**

## Tree Maintenance Agreement

This Tree Maintenance Agreement between The Morton Arboretum and the Recipient certifies that customary and reasonable tree care and maintenance will be **performed for three years post-planting for trees planted under the terms of the 2019 Urban and Community Forestry Grant.**

Maintenance recommendations are detailed in *International Society of Arboriculture Tree Planting Best Management Practice*.

Trees must be mulched and watered appropriately for three years to enable trees to become fully established and thrive. During the growing season, 10-15 gal or 1" of water should be applied **weekly** to the root ball of newly planted trees unless adequate soil moisture is present.

A 2"-3" layer of organic, wood chip mulch will be maintained in a circular area that is at least 3' in diameter around the base of the tree. Mulch shall not touch the trunk of the tree.

All tags, rope and wire ties will be removed. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees. Stakes will only be used in windy locations and will be removed after one year.

All trees will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.

I certify that, according to the above, my organization will comply with tree maintenance requirements.

\_\_\_\_\_  
*Applicant Representative Name - PLEASE PRINT*

\_\_\_\_\_  
*Entity*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Applicant Representative's Signature*

\_\_\_\_\_  
*Date*