



**City of Wilmington
1165 South Water Street
Wilmington, IL 60481**

**Agenda - Regular City Council Meeting
Wilmington City Hall - Council Chambers
August 15, 2023 at 7:00 p.m.**

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
Mayor Ben Dietz
Alderspersons: Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight
Leslie Allred, Jonathan Mietzner, Thomas Smith, Todd Holmes

B. CITIZENS COMMENT *(State your full name clearly; limit 3 minutes each)*

C. CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine by the City Council and will be acted upon with one motion. There will be no separate discussion of these items unless a Council member requests, in which event, the items will be removed from the consent agenda and discussed separately.

1. Approval of the Regular Meeting Minutes from August 1, 2023, and Special Meeting Minutes from August 8, 2023
2. Approval of the Accounts Payable Report
3. Approval of the Heritage Corridor Destinations Convention and Visitors Bureau Invoice in the Amount of \$5,000
4. Approval of the 2023 Powering Safe Communities Grant Acceptance Form
5. Approval of the American Rescue Plan Intergovernmental Agreement Related to the Subrecipient Grant for Dam Modifications with Will County
6. Approval of the Purchase of Drone DJI Mavic 3 Thermal Quick Tac Bundle as quoted from UVT for \$7,799.32
7. Approval of the Façade Improvement Program Grant Award in the amount of \$1,703.85 to The Mar Theatre
8. Approval of Ordinance 23-08-15-01, An Ordinance Amending Section 91.03 of the City of Wilmington Code of Ordinances Regarding the Removal of Nuisance Greenery by the City of Wilmington
9. Approval of the Invoice in the Amount of \$16,088 Submitted by A.R. Brown Construction for the City Hall Rehab Project
10. Approval of the Wesa Automation Proposal for \$20,312 to Reconfigure and Install the SCADA Improvements to the North Island Lift Station
11. Approval of the Wesa Automation Proposal for \$8,950 for Improvements to the Riverwood Lift Station SCADA System

D. MAYOR'S REPORT

1. Administer the Oath of Office to Maxwell Pinski, Wilmington Police Officer
2. Administer the Oath of Office to Dan Brimer, School Resource Officer
3. Proclamation – Underage Drinking Prevention Day

*Posting Date:
8/11/2023 9:17 AM jz*

E. ORDER OF BUSINESS

1. Consideration to Execute an Intergovernmental Agreement for the Proposed Improvement of W. River Road to IL Route 53 in the County of Will

F. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner
City Administrator – Jeannine Smith
Finance Director – Nancy Gross
Public Works Director – James Gretencord
Police Department – Chief Zink

G. ALDERMEN COMMENTS

Aldersperson Kirwin	Aldersperson Vice	Aldersperson Allred	Aldersperson Holmes
Aldersperson Jeffries	Aldersperson Knight	Aldersperson Mietzner	Aldersperson Smith

H. EXECUTIVE SESSION

1. Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)]
2. Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)]
3. Matters of Land Acquisition [ILCS 2(c)(5) and 2(c)(6)]
4. Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

I. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

J. ADJOURNMENT

This public body may adjourn to a closed session to discuss matters so permitted and may act upon such matters returning to the open session.

So that all may concentrate on the proceedings, please silence cell phones during City Council meetings.

The next regularly scheduled City Council meeting is September 5, 2023.

AUGUST 15, 2023 CONSENT AGENDA ITEMS

All items listed on the Consent Agenda are considered to be routine by the City Council and will be acted upon with one motion. There will be no separate discussion of these items unless a Council member requests, in which event, the items will be removed from the consent agenda and discussed separately.

1. Approval of the Regular Meeting Minutes from August 1, 2023, and Special Meeting Minutes from August 8, 2023
2. Approval of the Accounts Payable Report
3. Approval of the Heritage Corridor Destinations Convention and Visitors Bureau Invoice in the Amount of \$5,000
4. Approval of the 2023 Powering Safe Communities Grant Acceptance Form
5. Approval of the American Rescue Plan Intergovernmental Agreement Related to the Subrecipient Grant for Dam Modifications with Will County
6. Approval of the Purchase of Drone DJI Mavic 3 Thermal Quick Tac Bundle as quoted from UVT for \$7,799.32
7. Approval of the Façade Improvement Program Grant Award in the amount of \$1,703.85 to The Mar Theatre
8. Approval of Ordinance 23-08-15-01, An Ordinance Amending Section 91.03 of the City of Wilmington Code of Ordinances Regarding the Removal of Nuisance Greenery by the City of Wilmington
9. Approval of the Invoice in the Amount of \$16,088 Submitted by A.R. Brown Construction for the City Hall Rehab Project
10. Approval of the Wesa Automation Proposal for \$20,312 to Reconfigure and Install the SCADA Improvements to the North Island Lift Station
11. Approval of the Wesa Automation Proposal for \$8,950 for Improvements to the Riverwood Lift Station SCADA System

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
AUGUST 1, 2023**

MAYOR BEN DIETZ CALLED TO ORDER THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL AT 7:00 P.M.

ROLL CALL

After the pledge of allegiance, the following answered to Roll Call: Alderpersons Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight, Leslie Allred, Jonathan Mietzner, and Thomas Smith. Absent: Todd Holmes. The number present constitutes a quorum.

Also present: City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief Adam Zink, Public Works Director James Gretencord, City Attorney Bryan Wellner, and Deputy City Clerk Joie Ziller.

OPEN PUBLIC HEARING

Alderman Allred made a motion and Alderman Jeffries seconded to open the public hearing at 7:00 PM for the purpose of considering and hearing testimony as to an ordinance annexing certain property and authorizing the execution of a First Amendment to Annexation Agreement for Love's Travel Stops

Upon roll call, the vote was:

AYES: 7 Allred, Jeffries, Knight, Kirwin, Smith, Vice, Mietzner
NAYS: 0
ABSENT: 1 Holmes

The motion carried.

Attorney Wellner explained the purpose of the public hearing is to correct the legal description of the subject property to incorporate the entrance drive and correct a scrivener's error in paragraph five.

Alderman Kirwin questioned why did it take so long for us to find this, as he was under the impression that they were supposed to break ground sometime in March. Attorney Wellner clarified that the issue was noticed shortly thereafter but once we realized that the legal was not correct, we wanted to make sure discussions were had and that the driveway was in the correct spot so we brought all the stakeholders to the table to have those discussions.

Chad Bauer, representing Love's Travel Stops stated that yes they were expecting to be underway this spring but with this and waiting for the IDOT permit the project is delayed from starting until late this summer maybe even fall.

CLOSE PUBLIC HEARING

Alderman Allred made a motion and Alderman Mietzner seconded to close the public hearing at 7:05 PM.

Upon roll call, the vote was:

AYES: 7 Allred, Mietzner, Knight, Kirwin, Jeffries, Smith, Vice
NAYS: 0
ABSENT: 1 Holmes

The motion carried.

CITIZENS COMMENT

Marney Simon commented on the written minutes under Citizen Comment from the July 18, 2023 City Council meeting.

CONSENT AGENDA

1. Approval of the Regular Meeting Minutes July 18, 2023
2. Approval of the Accounts Payable Report

3. Approve and Authorize the Wilmington Police Commission to Seek and Hire Four Police Officers

Aldersperson Kirwin made a motion and Aldersperson Jeffries seconded to approve the Consent Agenda for the August 1, 2023 City Council meeting as presented

Upon roll call, the vote was:

AYES: 7 Kirwin, Jeffries, Knight, Mietzner, Allred, Smith, Vice

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

MAYOR'S REPORT

Mayor Dietz thanked all the Catfish Days Committee, Staff, and volunteers for a successful event. Mayor Dietz reminded us about Sharefest which is taking place on Saturday, August 5th.

Mayor Dietz administered the oath of office to new Police Officer Michael Whitney.

ORDER OF BUSINESS

1. Aldersperson Mietzner made a motion and Aldersperson Smith seconded to Approve Ordinance No. 23-08-01-01, Approve an Ordinance Annexing Certain Property and Authorizing the Execution of a First Amended Annexation Agreement By and Among the City of Wilmington and Love's Travel Stops & Country Stores, Inc

Upon roll call, the vote was:

AYES: 6 Mietzner, Smith, Vice, Allred, Jeffries, Knight

NAYS: 1 Kirwin

ABSENT: 1 Holmes

The motion carried.

2. Aldersperson Vice made a motion and Aldersperson Knight seconded to Approve and Authorize the Public Work Director to Execute the Grant Agreement with the State of Illinois Environmental Protection Agency for Lead Service Line Inventory

Upon roll call, the vote was:

AYES: 7 Vice, Knight, Allred, Mietzner, Smith, Jeffries, Kirwin

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

3. Aldersperson Allred made a motion and Aldersperson Jeffries seconded to Approve Resolution No. 2023-10, A Resolution to Accept Planning Technical Assistance Services Delivered by the Chicago Metropolitan Agency for Planning and Authorize the Public Works Director to Execute an Intergovernmental Agreement with CMAP to create a Pavement Management Plan

Upon roll call, the vote was:

AYES: 7 Allred, Jeffries, Vice, Knight, Mietzner, Smith, Kirwin

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

4. Aldersperson Jeffries made a motion and Aldersperson Kirwin seconded to Approve and Authorize the City Administrator to Execute a Contract with A.R. Brown & Sons Construction for Painting Services Associated with the RT 66 Mural Project in an amount not to exceed \$5,171

Upon roll call, the vote was:

AYES: 7 Jeffries, Kirwin, Vice, Knight, Mietzner, Smith, Allred

NAYS: 0
ABSENT: 1 Holmes

The motion carried.

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – No Report

City Administrator – Jeannine Smith – No Report.

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – No Report.

Chief of Police Department – Adam Zink – No Report

ALDERPERSON COMMENTS

Aldersperson Kirwin – No Comment

Aldersperson Vice – No Comment

Aldersperson Allred – No Comment

Aldersperson Holmes – No Comment

Aldersperson Jeffries – Questioned how the parking was going to be laid out on N. Water Street once it is paved

Aldersperson Knight – Referenced the City's code, 76.16 related to diagonal parking

Aldersperson Mietzner – No Comment

Aldersperson Smith – Thanked all those that partook in this year's Catfish Days festival

EXECUTIVE SESSION

Aldersperson Allred made a motion and Aldersperson Knight seconded to go into Executive Session at 7:28 PM to discuss Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)] and Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

Upon roll call, the vote was:

AYES: 7 Allred, Knight, Mietzner, Kirwin, Jeffries, Smith, Vice

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Aldersperson Allred made a motion and Aldersperson Knight seconded to close Executive Session at 7:38 PM

Upon roll call, the vote was:

AYES: 7 Allred, Knight, Mietzner, Kirwin, Jeffries, Smith, Vice

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

No action taken

ADJOURNMENT

The motion to adjourn the meeting was made by Alderperson Allred and seconded by Alderperson Vice. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on August 1, 2023, adjourned at 7:42 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Joie Ziller". The signature is written in black ink and is positioned above a horizontal line.

Joie Ziller, Deputy City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE WILMINGTON CITY COUNCIL
AUGUST 8, 2023**

MAYOR BEN DIETZ CALLED TO ORDER THE SPECIAL MEETING OF THE WILMINGTON CITY COUNCIL AT 7:28 P.M.

ROLL CALL

After the pledge of allegiance, the following answered to Roll Call: Alderpersons Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight, Jonathan Mietzner, Thomas Smith, and Todd Holmes. Absent: Leslie Allred. The number present constitutes a quorum.

Also present: City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief Adam Zink, Public Works Director James Gretencord, ESDA Director Dennis Housman, Building Inspector Jayson Walinski, and Deputy City Clerk Joie Ziller.

Alderperson Kirwin made a motion and Alderperson Knight seconded to open the public hearing at 7:28 PM for the purpose of hearing oral and written comments from the public concerning the tentative appropriation ordinance of the year ending April 30, 2024

Upon roll call, the vote was:

AYES: 7 Kirwin, Knight, Jeffries, Holmes, Smith, Vice, Mietzner
NAYS: 0
ABSENT: 1 Allred

The motion carried.

No public comments were made related to the public hearing.

Alderperson Kirwin made a motion and Alderperson Knight seconded to close the public hearing at 7:30 PM.

Upon roll call, the vote was:

AYES: 7 Kirwin, Knight, Jeffries, Holmes, Smith, Vice, Mietzner
NAYS: 0
ABSENT: 1 Allred

The motion carried.

CITIZENS COMMENT

No comments were made.

Alderperson Jeffries made a motion and Alderperson Mietzner seconded to approve Ordinance No. 23-08-08-01, An Ordinance Appropriating for All Corporate Purposes for the City of Wilmington, Will County, Illinois for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024

Upon roll call, the vote was:

AYES: 7 Jeffries, Mietzner, Kirwin, Holmes, Smith, Vice, Knight
NAYS: 0
ABSENT: 1 Allred

The motion carried.

ADJOURNMENT

The motion to adjourn the meeting was made by Alderperson Mietzner and seconded by Alderperson Knight. Upon the voice vote, the motion carried. The City of Wilmington City Council's special meeting on August 8, 2023, adjourned at 7:31 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



2701 Black Road Suite 201, Joliet, IL 60435
www.HCDestinations.com
Toll-free: 800-926-CANAL (2262)
Phone: 815-216-9960
Fax: 815-582-4642

INVOICE

Jeannine Smith
City of Wilmington
1165 S. Water St.
Wilmington, IL 60481

Date: 07/18/2023
Invoice #: 12805
Due: 08/20/2023
Sales Manager: Bob Navarro

Description	Amount
Partnership Investment (Rt66)	\$5,000.00

AMOUNT DUE: **\$5,000.00**

Keep this portion for your records



July 17, 2023

Jeannine Smith
City Administrator
City of Wilmington
1165 S. Water Street
Wilmington, IL, 60481

Dear Jeannine Smith,

Congratulations! The *Powering Safe Communities* proposal submitted by the City of Wilmington has been selected for funding. You are awarded \$3,600 to complete your project, "City of Wilmington Solar Cross Walk Safety Signage". You have proposed to match this grant with \$3,950 of additional expenditures and/or in-kind services. ComEd and the Metropolitan Mayors Caucus are pleased to partner with you.

ComEd provides these grant funds and the Metropolitan Mayors Caucus is the grant program administrator. The Caucus will establish a contract with you, monitor your work over the grant period, and reimburse you for eligible expenses to complete your project up to \$3,600. Of course, we will work with you to successfully administer and complete your project.

Attached are documents needed to accept the grant and the detailed terms that will qualify you for payment at the conclusion of your project. Executing the grant agreement involves these simple steps:

- The proposal you submitted online is the *Scope of Work* for your project. Proceed with your work as proposed, revising the budget and scope to adapt to your actual award amount budget. No further work plan is needed.
- The terms of the grant are detailed in the *Recipient Assurances and Requirements*. Keep these for you records.
- Accept these terms and agree to perform your Scope of Work by signing and returning the Acceptance Form.

→**Promptly sign the Acceptance Form and return via email to bschnelle@mayorscaucus.org**

The **Grant Project Period will conclude on March 31, 2024**, or sooner if you complete your project earlier. You may complete your project at any time before this date. Your grant will close-out once we receive your *Final Report*, satisfactory documentation of work and expenses, and reimburse you for eligible expenditures.

City of Chicago · DuPage Mayors and Managers Conference · Lake County Municipal League · McHenry County Council of Governments
Metro West Council of Governments · Northwest Municipal Conference · South Suburban Mayors and Managers Association
Southwest Conference of Mayors · West Central Municipal Conference · Will County Governmental League

433 W. Van Buren Street, Suite 450, Chicago, Illinois 6067
Tel: 312.201.4505 Fax: 312.454.0411
www.mayorscaucus.org

You will be required to submit a *Progress Report* by October 31, 2023, unless your project is completed and closed-out before that date.

When you **complete your project**, which must be **on or before March 31, 2024**, you must submit a *Final Report* and *Reimbursement Request*. Documentation of expenses and match must be provided in the Reimbursement Request. The reporting schedule and forms are attached.

The competition for Powering Safe Communities grants was robust. You are to be commended for your excellent proposal. Please complete your Powering Safe Communities project with the same care and professionalism.

Ben Schnelle oversees the administration of the Powering Safe Communities program. Please feel free to contact him at 417-366-1684 or bschnelle@mayorscaucus.org with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. James', with a stylized flourish at the end.

Neil James
Executive Director
Metropolitan Mayors Caucus



**Powering Safe Communities Grant 2023
Recipient Assurances and Requirements**

Cooperating Agencies

Administrator: Metropolitan Mayors Caucus (Caucus)

Funder: ComEd

Recipient Project Implementation Terms

A. Scope of Work

The grant application submitted by the recipient serves as the *Scope of Work* for the grant project. You must complete the work as proposed. Prior approval is required for any change such as:

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

B. Budget Revisions

Revisions to the budget proposed in the *Scope of Work* greater than 10% are not allowed without prior approval by the Metropolitan Mayors Caucus.

C. Grant Period

The Grant Period begins when the *Award Acceptance Form* is signed by the Recipient and returned to the Metropolitan Mayors Caucus. Recipients may incur eligible grant-related costs after that date. Matching expenses incurred after that date are eligible for reporting.

The Grant Period ends when the project is complete and Final Report and Reimbursement Requests are submitted by **no later than March 31, 2024.**

D. Use of Funds

Funds are to be expended only for services and goods described in the Scope of Work and Budget, submitted at the time of application. All expenditures must support improved public safety directly.

E. Notification

The recipient shall immediately notify the Caucus of changes that impact the timely completion of activities supported under this grant. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

F. Reporting Requirements

You are required to submit one *Progress Report* to the Caucus describing activities on your grant project by **October 31, 2023**. If you finish your project on or before this date, only a *Final Report* is due.

G. Close-Out Procedure

All work for this grant project, the *Final Report* and *Reimbursement Request* must be completed and submitted to the Metropolitan Mayors Caucus by March 31, 2024.

Recipients must submit a completed *Final Report* describing accomplishments relative to the *Scope of Work* is due at project completion. A *Reimbursement Request* detailing the expenditures related to the grant project must accompany the *Final Report*. The *Reimbursement Request* must also contain documentation of accomplishments, grant expenditures, and matching expenditures. Please use the forms provided.

Please familiarize yourself with this form and keep careful records of all costs related to the grant project. For each expense you must provide evidence of:

- The nature of the good or service and cost;
- the date(s) it was acquired or performed;
- the provider of the good or service (employees or vendors);
- and proof of payment.

H. Payment Procedures

The Metropolitan Mayors Caucus will reimburse grant recipients for successful completion of the *Scope of Work* as documented by the *Final Report*. Recipients may only receive one payment at the successful conclusion of the project for actual expenditures (not-to-exceed the Grant Award). An invoice and financial documents must be submitted to the Metropolitan Mayors Caucus no later than **March 31, 2024** addressed to (e-mail is preferred):

Ben Schnelle
Metropolitan Mayors Caucus
433 W. Van Buren Street, Suite 450
Chicago, IL 60607
bschnelle@mayorscaucus.org
417-366-1684

Retain this agreement for your records. You agree to these terms by signing the Award Acceptance Form.



2023 Powering Safe Communities Grant Acceptance Form

Recipient organization: City of Wilmington

Name of Project: City of Wilmington Solar Cross Walk Safety Signage

The Powering Safe Communities **Recipient Assurances and Requirements** document has been reviewed and approved for signature. Signature below certifies that the individuals listed in this document are authorized to act in their respective areas for matters related to this agreement.

For recipient organization:

Signature of AUTHORIZED REPRESENTATIVE

DATE

Print Name

TITLE

For the Metropolitan Mayors Caucus:

NEIL JAMES
EXECUTIVE DIRECTOR
METROPOLITAN MAYORS CAUCUS

DATE

Send to:

Ben Schnelle
Metropolitan Mayors Caucus
bschnelle@mayorscaucus.org

Please send signed acceptance form to bschnelle@mayorscaucus.org. One countersigned original will be returned to you.



City of Wilmington

1165 S. Water Street ■ Wilmington, IL 60481-1633
Phone: 815-476-2175 ■ Fax: 815-476-9782 ■ www.wilmington-il.com

March 24, 2023

Mr. Neil C. James
Executive Director
Metropolitan Mayors Caucus
433 W. Van Buren Street, Suite 450
Chicago, IL 60607

Re: 2023 Powering Safe Communities

Dear Mr. James,

The City of Wilmington respectfully submits this application for consideration of grant funding. Wilmington is in need of additional safety signage along IL Route 53 (Route 66) at two crosswalk locations. The proposed project includes the installation of 2 northbound safety signs and 2 southbound safety signs to allow for safe passage across this heavily trafficked roadway.

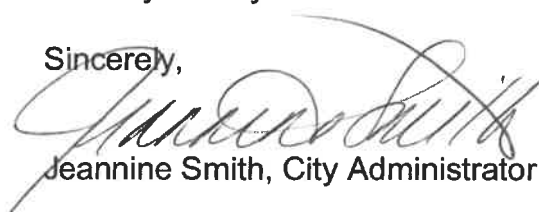
The City of Wilmington plans to install solar warning lights/signs at crosswalks along Route 53 (see attached cut sheet and location maps). City staff will install the equipment and cover more than 50% of the total costs which includes an estimated \$1,700 per sign and labor at \$760 assuming 2 laborers at 2 hours of work per sign. There are two crosswalks over Route 53 (Route 66) of main concern. They are both located in areas where pedestrians, bicyclists and electric golf carts traverse to access shopping, restaurants, parks and recreational centers. Route 53 is a truck route. Safety is our primary concern for residents and visitors trying to cross at these two locations.

Additionally, while there are 5,664 people who reside in Wilmington as of the 2020 Census, there is another estimated 3,000 people who work in Wilmington. The City and other non-profit organizations host events within close proximity to these intersections and can receive upwards of 10,000 people per day per event. A flashing sign will draw motorists' attention to yield to the people and vehicles in the crosswalks, and will assist our already constrained police force with safely moving the same across Route 53 at these intersections.

Finally, we are preparing for what is going to be an additional year long festival celebrating 175 years since the I&M Canal was built (April 2023 to April 2024) and in 2026 when the Country celebrates the 100-year anniversary of Route 66. These two intersections are absent safety signage. It is an immediate need and being a small City, we are constrained by the available funds for all of our safety projects. These grant funds will allow us to program this project a year earlier than originally anticipated.

Thank you for your consideration of our project and this application.

Sincerely,


Jeannine Smith, City Administrator

LED Enhanced Sign

Customized Data Sheet and Solar Power Report



crosswalk	
Region: Custer Park, IL 60481, USA	
ID: 521445	Model: R247-E

FEATURES:

Embedded with high-intensity LEDs and equipped with the most efficient solar-powered engine on the market, Carmanah's LED Enhanced Sign is a cost-effective safety countermeasure proven to increase safety. Our purpose-built, durable design and capable energy management system ensures your sign will operate reliably for years to come.

STANDARDS, COMPLIANCE & WARRANTY:

- Fully MUTCD-compliant LED enhanced sign
- LEDs meet MUTCD optical requirements (color, flash rate, dimming)



Buy America compliant



MUTCD compliant



5-year solar engine warranty*



3-year LED sign warranty*

*Limited warranty: 5-year on solar engine, 3-year on LED sign, 1-year on battery



SYSTEM OPERATING PROFILE:

Flash pattern: 0.25 sec on / 0.75 sec off

Light intensity = 1,000,000 mcd min. daytime

Activation: 24/7 flashing

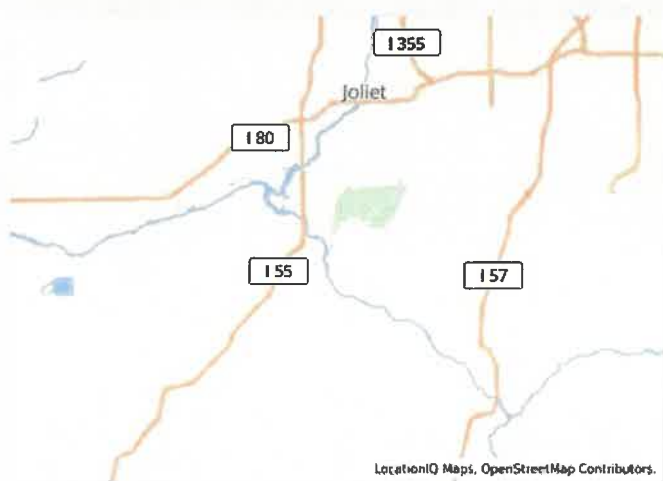
Nighttime dimming: YES

NEXT STEPS:

For quotes or more sign options, contact our sales team:

[1-844-218-8395](tel:1-844-218-8395) | traffic@carmanah.com

LOCATION PROFILE:



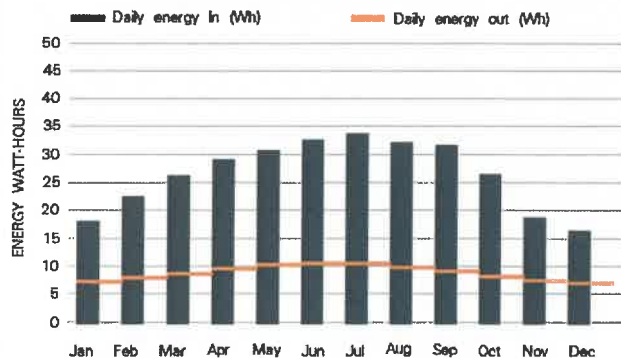
Your Location:

- Shading: 30% reduction applied to insolation to account for typical site shading
- Minimum average temp: 28.4° F (-2° C)
- Minimum peak sun hours: 2.6

SOLAR POWER REPORT: (Based on your location profile)

This custom report demonstrates that our solar-powered sign is sustainable and reliable year-round at your location.

12-Month Energy Budget



System Performance:

- Battery autonomy (recommended > 7 days): 15.1 days
- Array-to-load ratio (recommended > 1.2) : 2.2
- **Your system will be sustainable year-round!**

LED Enhanced Sign

Customized Data Sheet and Solar Power Report

1-844-218-8395 | traffic@carmanah.com | carmanah.com



SOLAR ENGINE SPECS

Arriving preconfigured from the factory, our durable, weatherproof solar engine is built with corrosion-resistant aluminum and stainless steel hardware.

Solar panel: 15 Watts

System voltage: 12 volts DC

Battery capacity: 14 Amp Hours

Weatherproof: NEMA 3R

This compact engine uses a vandal-resistant design with a lockable, hinged lid to house the batteries, controller and wiring.

A digital on-board user interface allows for quick profile settings and status monitoring.

Engine color: Black

Weight: 19 lbs (8.6 kg) (with batteries)

Size: 13.5 x 14.6 x 4.0 inches (37.1 cm x 34.2 cm x 10.2 cm)

SOLAR ENGINE MOUNTING



2.0" - 2.5"
Perforated
Square Pole



2.38" - 2.88"
Diameter Round
Pole



4.0" - 4.5"
Diameter Round
Pole



Side of Pole
Mount

LED ENHANCED SIGN SPECS

Constructed from aluminum, this sign features high-intensity LEDs embedded in waterproof housings and a fully integrated junction box made from UV-resistant polycarbonate.

Sign type: BIKE/PEDESTRIAN (W11-15)

Size: 30 Inch

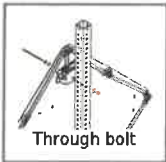
LED color: Yellow

Sheeting Color: Yellow

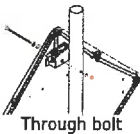
Sheeting Grade: High Intensity Prismatic (HIP)

SIGN MOUNT SPECS

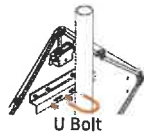
Pole size: 2 - 2.25" Square



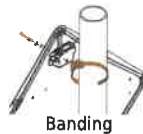
Through bolt



Through bolt



U Bolt



Banding

Poles not provided by Carmanah



Access to Carmanah's solar sizing tool and the Solar Power Report is provided to you for informational purposes only. Carmanah expressly disclaims all representations and warranties with respect to such tool and report, including, without limitation, that they will meet your requirements, achieve any intended results, or be error-free. By using such tool and report, you agree and understand that solar simulations are estimates based on historical data only and cannot be relied upon as representations of future performance. Factors such as (without limitation): the presence of buildings, trees, and other obstacles; the direction of the installed solar panel; added third-party equipment; and any improper maintenance of solar panels and batteries, may dramatically affect our product's performance and lifespan. Your use of the solar sizing tool, Carmanah's website, and the report and other material generated by them, are subject to our Terms of Use, which can be found at <https://carmanah.com/policies/website-terms-of-use/>

Specifications subject to local environmental conditions, and may be subject to change. All Carmanah products are manufactured in facilities that are certified to ISO quality standards. "Carmanah" and Carmanah logo are trademarks of Carmanah Technologies Corp.

© 2023, Carmanah Technologies Corp.
Document: Carmanah LED enhanced sign data sheet 521445.pdf




Rt 53 at Joliet Street



MEMO

Date: August 3, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Bryan Wellner, General Counsel
Department Directors

Re: Direction to Place American Rescue Plan (ARP) Intergovernmental Agreement with Will County on 8-15-23 Agenda

Budget Impact: TBD – Total Project Cost is estimated at \$5.76 million

History: The City of Wilmington has been exploring options for dam modification for over a decade due to risks associated with loss of life and the protection of the City's potable water source being the Kankakee River. The costs associated with the Wilmington Dam Modification are prohibitive and increase annually making it impossible for the City to undertake such a project without the financial contribution and support of others.

In 2021 the Illinois Department of Natural Resources made a presentation to Wilmington at the September 9, 2021 City Council Meeting. After considerable discussion of their study of the Wilmington Dam, they provided three options for consideration: Complete Dam Removal, Rock Ramp Modification, Rock Ramp with Riffle Pool Modification.

If the City chooses complete removal, the State will cover 100% of the cost. If the City chooses Rock Ramp Modification, the State will cover 40% of the cost of removal toward the project; and if the City chooses Rock Ramp with Riffle Pool Modification, the State will cover 50% of the cost of dam removal toward the project.

Staff Analysis: the Mayor and I have been in the process of reaching out to various heads of state, the IDNR, and other agencies in an attempt to raise enough funds to cover the costs of dam modification. To date we have received confirmation of the following:

State Legislative Member Initiatives:	\$750,000
Will County ARP Grant:	\$500,000
Illinois Department of Natural Resources:	\$2,115,414 estimated toward construction

We are still in the process of seeking grants and other initiatives which may include public private agreements; however, we are at a point that we can begin the process toward activities associated with dam modification including dredging and shoreline stabilization.

First, I would need City Council authorization to accept the \$500,000 from Will County in the form of an Intergovernmental Agreement which is attached for your review and approval.

Next, we would need conveyance of property from a private party to the City.

Finally, we would need to enter into a Memorandum of Understanding with the Illinois Department of Natural Resources to begin design and engineering services which they would provide to the City at no charge.

Staff Request: In consideration of the information before you and in anticipation of a lively discussion on the matter, Staff respectfully requests and recommends placing this request on the August 15, 2023 City Council Agenda for approval of the American Rescue Plan (ARP) Intergovernmental Agreement with Will County.

Thank you for your consideration of this request. As always, please feel free to contact me with any questions you may have.

American Rescue Plan (ARP) INFRASTRUCTURE APPLICATION

Will County received \$134 million in American Rescue Plan (ARP) funds, of which up to \$16 million will be made available to agencies for eligible water, sewer, and broadband infrastructure projects.

Will County received nearly 100 Letters of Intent (LOI) which enabled Will County to develop a plan for the use of the funds and, to be considered for funding, must complete this grant application.

Infrastructure projects funded through this program should primarily benefit residents of Will County. The funding request is capped at \$500,000 but the total project cost may be in excess if the project has secured funds and does not incur debt.

All questions must be submitted in writing to arpinfo@willcounty.gov. Technical assistance may be available through the open application period. The last day to submit questions is Friday, February 24 at 4:30 pm CST.

Awards for a funded project, if selected, will be provided on a cost reimbursable basis for eligible activities undertaken after execution of a grant agreement with the subrecipient. Work that is contracted for prior to the execution of the agreement with the County or that has not been competitively procured cannot be funded with ARP. All items purchased with ARPA funds must be competitively procured in compliance with 2CFR200, whether by bid or quote, as specified in the grant agreement.

Scoring Considerations: Applications will be evaluated based on the criteria below.

Impact of Project and Clientele Served
Organizational Capacity and Experience
Budget & Leveraged Funds
Feasibility
Alignment with Treasury-allowable fund uses
Project Evaluation

A. APPLICANT INFORMATION

Applicant: City of Wilmington

Address: 1165 S. Water Street, Wilmington, Illinois 60481

DUNS #: 034091496

Contact: Jeannine Smith

Title: City Administrator

Phone #: (815) 476-2175

Fax #: (815) 476-9782

Email: jsmith@wilmington-il.com

- Applicant Type:
- Local Government
 - Special Purpose District
 - Public Works Commission
 - Joint Municipal System
 - Other: _____
 - Applicant is submitting on behalf of a not-for-profit water/sewer/broadband company or other eligible entity (provide name)
Name: _____

Please list below the information for any partner organizations that will be involved in the implementation of this grant.

Firm/Organization Name: Illinois Department of Natural Resources

Contact Person: Rick Pohlman, P.E. Title: Manager, Division of Capital Programs

Phone #: (217) 782-4732 Fax #: _____

Email: rick.pohlman@illinois.gov

Firm/Organization Name: _____

Contact Person: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

B. GENERAL INFORMATION

1. Project Name and Location:

Name: Wilmington Dam Modification Project

Physical Location: City of Wilmington South Island Park PIN No 03-17-36-117-015-0000

Service Area: City of Wilmington and unincorporated areas receiving water/sewer service

2. Infrastructure project type (please select category and subcategory)

a) Water

- Energy conservation
- Water conservation
- Non-point source
- Treatment
- Transmission and distribution
- Transmission and distribution: Lead remediation
- Drinking water source
- Drinking water storage
- Other water infrastructure (Please specify, _____)

b) Sewer

- Centralized wastewater treatment
- Centralized wastewater collection & conveyance
- Decentralized wastewater
- Combined sewer overflows
- Other sewer infrastructure (Please specify, _____)

c) Broadband

- New broadband network
- Expansion of an existing broadband network
- Improvements/Upgrades to an existing broadband network
- Modernization of cybersecurity
- Other broadband infrastructure (Please specify, _____)

3. Is the applicant receiving or expecting to be awarded State or Federal funds (FEMA, CDBG, etc.) for this specific project or project phase?

Yes No

If so, please list dates and amounts.

Date	Source & Amount
On Request	Phase I & Construction Engineering IDNR – OWR, In-Kind
Ongoing at Project Start	Construction - Dam Modification, \$2,115,414

4. If this is a phased project, please list prior phases and funding amounts.

Project Phase	Date	Funding	
Preliminary Study	9/9/21	<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount Received: In-Kind
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount Received:
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount Received:

C. PROJECT BENEFICIARIES

Infrastructure projects must consist of water, sewer and/or broadband improvements. All water and sewer projects must be categorized as a necessary investment under U.S. Treasury rules ([SLFRF-Final-Rule-Overview.pdf \(treasury.gov\)](#)). All broadband project providers MUST be enrolled in a low-income subsidy program and be designed to meet or exceed 100 Mbps download speeds.

Project Benefit

Total Customers/Taps (existing and new) to be served by the project:

Residential: 2,101 Commercial: 173

Public (school/fire): 51 Other: 9

Benefits to Low and Moderate-Income (LMI) Persons

Please identify if your project will provide infrastructure to any areas where a percentage of the residents are low and moderate-income persons (LMI) (minimum 50%) (check the statement that applies - check only one):

- The area is 8834.01, 8834.02 Census Tract(s), 1 & 3, 2 Block Group(s) that is 52.28 & 51.22, 52.92 Percent LMI; OR
- Benefits a low to moderate income service area, as evidenced through surveying
- Does not provide benefits to any low to moderate income service areas,

Urgent Need

- If this project addresses a critical public health need, please describe below

The City of Wilmington has been exploring options for dam modification for over a decade due to risk of life loss and the protection of the City's potable water source being the Kankakee River. The costs associated with the Wilmington Dam Modification project are prohibitive and increase annually making it impossible for the City to undertake such a project without the financial contribution and support of others.

COVID-19 impacts

Describe how the community to be served by this project has suffered disproportionate negative impacts due to the COVID-19 pandemic. If applicable

D. PROJECT COSTS

Provide the financial data requested below. Costs should be based on the best information available. More exact figures will be requested, if needed. When preparing this data, consider the following:

- A project should be completed in one phase if feasible;
- Cost estimates must be as detailed as possible; and
- It is likely that most projects will not begin construction until mid-to-late 2023.

1. Total Project Costs: (Note: a + b must = c)
 - a) Amount of ARP Funds Requested: \$3,644,586
 - b) Amount of Non-ARP Funds: \$2,115,414
 - c) Total Project Cost: \$5,760,000

2. Breakdown of Non-ARP Funds:

Fund Type	Fund Name	Amount
State	Low Head Dam Mitigation	\$2,115,414

G. PROJECT NARRATIVE AND OBJECTIVES

Please include a narrative on separate pages as Exhibit D (not to exceed 3 pages, single spaced, exclusive of exhibits).

- I. Definition of the Problem and Need:
 - a. Explain the need for this project including summary of current condition, capacity, and deficiencies of existing systems. Provide detailed specific information on the urgency and severity of the need for this project such as health and safety problems, substandard conditions, public facility problems, lack of essential services, etc.
 - b. Explain why the proposed project cannot be undertaken without ARP funds
2. Project Description
 - a. Scope of Work – Include a description of the specific project activities that will be undertaken.
 - b. Service Area - Include the exact street location, the geographical boundaries, characteristics, and nature of the neighborhood/community of the project. You may include photos as additional attachments.

- c. **Feasibility** – Identify how the project will solve the problem or improve conditions. If the project does not completely solve a systemic or area-wide problem, indicate plans and proposed funding for the remaining need and timeframe. Address the proposed project schedule and any anticipated or potential delays. Provide a plan for project sustainability, including the applicant’s ability to operate and maintain system improvements.
- d. **Evaluation** – Provide a plan to measure the success of the project and service provided to local clientele.

H. ENGINEERING REQUIREMENTS

- 1. *List all applicable federal, state, and local permits and/or approvals required for this project and list the status of each permit or approval in the space provided.*

Permit or Approval Required	Application Date	Status
IDNR – OWR	On Will County ARP gap funding approval	Hold til Will County ARP gap funding approval
Comprehensive Environmental Review Process (CERP) (needed for state funding)	On Will County ARP gap funding approval	Hold til Will County ARP gap funding approval

- 2. *If the need for permits or approvals has not been identified and/or if the application submission process for permits has not been started, please explain why not. If application for permits has not begun, provide a schedule for application.*

Applications for permits will begin on notice of Will County ARP gap funding approval. Since the IDNR – OWR is our partner in this project, they will be obtaining the necessary permits for the project.

I. APPLICANT CERTIFICATION

THE APPLICANT CERTIFIES THAT:

To the best of its knowledge and belief, the data and statements presented in this application are true and correct; the governing body of the applicant has duly authorized the document; and the applicant will comply with the certifications listed above if the application is approved.

Certifying Representative

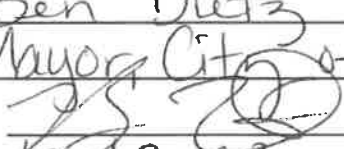
Name: Ben Dietz
Title: Mayor City of Wilmington
Signature: 
Date: 3/21/2023

EXHIBIT B – FUNDING COMMITMENT LETTERS

- Please provide any letters of funding commitments received.

EXHIBIT C - COST ESTIMATE

- It is recommended that a copy of the preliminary plans and specifications be submitted with the Construction Cost Estimate.
- Construction Estimate (prepared within last 12 months):
- Source of Estimate: ex: Engineering Firm

EXHIBIT D – PROJECT NARRATIVE

- Please answer all questions in Section G.
- Please do not exceed 3 pages.

EXHIBIT E – LOCATION/SERVICE AREA MAPS

- Attach a map of the entire County showing the general project location.
- Attach a map showing the specific project location.
- Attach at least one map showing the boundaries of the service area. All street names and reference points must be clearly labeled. If the project will be constructed in several phases, both the overall service area and individual service area for each phase of the project must be described and identified.

EXHIBIT F – PROJECT TEAM INFORMATION, COMMITMENT LETTERS, AND BUDGETS

- Program/Project Manager (Project Lead) Resume
- Provide a list of any and all partners who are participating in project implementation
- Specify the role(s) of each partner in project implementation.
- Please provide commitment letters and budgets (if required) for all partners and subrecipients participating in the project .

EXHIBIT G - CURRENT YEAR BUDGET

- Please provide the current year budget for your organization. (should include your annual budget, capital improvements budget, anticipated operating reserve)

EXHIBIT H - MOST RECENT AUDITED FINANCIAL STATEMENTS

- Please provide a copy of your organization's most recent audited financial statements.

EXHIBIT I – ADDITIONAL SUPPORTING DOCUMENTATION

- Attach documents and current data including such items as surveys, reports, feasibility studies, letters, traffic/pedestrian counts, well/on-lot sewage disposal system test data, newspaper articles, petitions, preliminary site plans/drawings/technical specifications, zoning/tax maps, inter-municipal agreements, letters from residents, letters of support from organizations, and other descriptive information.
- Attach photographs that will help visually show the problem and need.
- Please provide all preconstruction documentation including water, sewer, DHEC, Army Corps of Engineers, local building code approval, planning, zoning, and permitting if necessary for the project.



**WILL COUNTY
ARP INFRASTRUCTURE APPLICATION
EXHIBIT A**

Project Implementation Schedule

List of Exhibits

EXHIBIT A - PROJECT IMPLEMENTATION SCHEDULE

	<u>Task/Activity</u>	<u>Completion Date</u>
1.	Submit Preliminary Plans and Specs	May 1, 2024
2.	Publish Notice to Bidders	August 16, 2024
3.	Public Bid Opening	September 20, 2024
4.	Award Construction Contract	October 15, 2024
5.	Preconstruction Meeting	January 21, 2025
6.	Issue Notice to Proceed	February 17, 2025
7.	Start Construction	March 24, 2025 (pending weather)
8.	Project Construction Must be 50% Completed	August 1, 2025
9.	Project Construction Must Be 100% Completed	October 1, 2025
10.	Complete "Punch List" Items	June 1, 2026
11.	Submit Final Change Order and Final Invoice	July 6, 2026
12.	Execute Certificate of Acceptance for Project	September 14, 2026



WILL COUNTY
ARP INFRASTRUCTURE APPLICATION
EXHIBIT B

Funding Commitment Letters



Jeannine Smith <jsmith@wilmington-il.com>

Wilmington Dam Modification Project

Pohlman, Rick <Rick.Pohlman@illinois.gov>

Wed, Mar 1, 2023 at 2:37 PM

To: Jeannine Smith <jsmith@wilmington-il.com>

Cc: "Cattoor, Wes" <Wes.Cattoor@illinois.gov>, "Wobig, Loren" <Loren.Wobig@illinois.gov>

Good Afternoon Jeannine,

Regarding your recent request, the IDNR/OWR stands ready to partner on a dam removal project and has capacity to provide associated construction funding, in addition to engineering planning, construction plan production, bid advertisement and construction inspection services, in support. While the Office of Water Resources has already completed quite a bit of planning work at this dam and is willing to do more, state financial participation in a construction project to modify the dam will be ratioed to the level of benefits achieved by the work to accomplish public safety, aquatic species connectivity and recreational boat passage. Any remaining funding would need to be provided by the local community.

Additionally, please be advised that the dams (main stem and mill race) must be fully in public ownership before OWR can proceed with any manner of project.

As requested, the following permits will be needed, in addition to those not mentioned in your email below:

- IDNR-OWR permit
- Comprehensive Environmental Review Process (CERP) (needed for state funding)

This does not include any local or county level permits such as a potential Soil & Water Conservation District approval.

If OWR can be of any further assistance, please advise.

Thank you.

Rick Pohlman, P.E.

Manager, Division of Capital Programs
Office of Water Resources
(217) 782-4732
rick.pohlman@illinois.gov

[Quoted text hidden]

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this



**WILL COUNTY
ARP INFRASTRUCTURE APPLICATION
EXHIBIT C**

Cost Estimate

**City of Wilmington
Wilmington Dam Modification**

Cost Estimate (based on IDNR Preliminary Study in 2021 - Current Assumptions include 14.1% CPI in 2022 and 3% in 2023)

Total Cost	Rock Ramp w/Riffles
OWR Participation %	5.76 Million
OWR Participation \$	50%
City Participation	\$2.12 Million
	\$3.64 Million
	(50% of cost of full removal)



**WILL COUNTY
ARP INFRASTRUCTURE APPLICATION
EXHIBIT D**

Project Narrative

City of Wilmington

Wilmington Dam Modification

Project Narrative for Will County ARP Infrastructure Application

1. Definition of the Problem and Need:

- a. The City of Wilmington has been exploring options for dam modification for over a decade due to risk of life loss and the protection of the City's potable water source being the Kankakee River. The costs associated with the Wilmington Dam Modification project are prohibitive and increase annually making it impossible for the City to undertake such a project without the financial contribution and support of others.
- b. Explain why the proposed project cannot be undertaken without ARP funds:
 - The Wilmington Dam Modification project is cost prohibitive for this small City given its existing budget constraints even with the assistance of the State of Illinois. The total project is estimated at \$5.76 million (the equivalent of the City's water and sewer division's combined budget) The Illinois Department of Natural Resources maintains it will contribute approximately 50% of the cost associated with complete dam removal (estimated at \$4.23 million) or \$2.12 million leaving the City with a funding gap of \$3.64 million.

2. Project Description

a. Scope of Work –

- The Wilmington Dam Modification project is proposed to improve public safety, water quality, aquatic habitat, fish passage, recreation and economic benefits for the City of Wilmington and all who enjoy the Kankakee River. Working in collaboration with the Illinois Department of Natural Resources, the scope of work includes removal of the hydraulic roller beneath the dam to improve public safety and installation of a rock ramp to decrease water detention times and turbidity currents that carry sand and sediment to our potable water intake system.

b. Service Area – (photo on page 2)

- The Wilmington Dam and Mill Race are located within the boundaries of the South Island Park located at Approximately 201 Bridge Street, Wilmington Illinois 60481 (PIN 0317361170150000)

c. Feasibility –

- The Wilmington Dam Modification Project will immediately improve the associated hydraulic safety issues.
- The Kankakee River is the potable water source for the City's customers which include incorporated and unincorporated addresses.
- A modification of the dam will improve the ecology of the river.

- Increased detention time upstream increases algal bloom which in turn produces cyanotoxins. Dam modification will reduce detention times.
- Sand and sedimentation is increasing in greater amounts along the banks of the river which affects our water intake system. Dam modification will reduce turbidity currents that carry the sand and sediment downstream.
- The proposed project schedule is reasonable for project completion with the exception of any significant weather events occurring during construction.
- The City has maintained all City owned public improvements since its incorporation in 1865 and continues to do so in perpetuity.

d. Evaluation –

- Success will be measured by improved water quality reports, aquatic habitat, fish passage, decreased algal growth, reduced erosion due to turbidity currents, and improved safety for recreational activities

Aerial photo location of the Wilmington Dam



(Source: <https://gisapp.willcountyillinois.com/>)



Jeannine Smith <jsmith@wilmington-il.com>

Will County ARPA Grant Approval

1 message

Timothy M. King <TKing@chiconunes.com>

Fri, Jul 14, 2023 at 12:13 PM

To: "jsmith@wilmington-il.com" <jsmith@wilmington-il.com>

Cc: "Kendall R. Maddix" <KMaddix@chiconunes.com>, "Robertha C. Medina" <RMedina@chiconunes.com>, "Timothy M. King" <TKing@chiconunes.com>

Good afternoon, Ms. Jeannine Smith:

We are writing to inform you that your American Rescue Plan Act submission to Will County has been accepted. Chico & Nunes, P.C. represents Anser Advisory, the consulting firm for Will County, and will ensure the process runs smoothly.

Please see attached subrecipient grant agreement awaiting signature between you and Will County. If you have any questions or comments regarding the subrecipient grant agreement, please send them to us. If necessary, we will communicate with Will County and Anser Advisory to resolve the issue.

After reviewing the subrecipient grant agreement, please (1) sign the signature page and (2) return to us the signed signature page. You may either e-sign or print and physically sign the signature page. You may return to us a scan, picture or print-out of the signed signature page via email, fax, or mail. We will then send the agreement to Will County for their signature. Once both parties have executed the agreement, you will receive a copy via email to retain for your records

Please do not hesitate to contact us with any questions. We look forward to assisting you in receiving your grant money.

Thank you,

Timothy King, Partner (tking@chiconunes.com)

Kendall Maddix, Associate Attorney (kmaddix@chiconunes.com)

Robertha Medina, Paralegal (rmedina@chiconunes.com)

Timothy M. King

Partner

Chico & Nunes, P.C.

(a minority business enterprise)

333 West Wacker Drive

Suite 1420

Chicago, IL 60606

Phone: 312-884-5092

Mobile: 312-907-0010

Email: TKing@chiconunes.com

Website: www.chiconunes.com

The email message is for the sole use of the intended recipient (s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy and delete all copies of the original message. Thank you.

 **Will County and City of Wilmington Subrecipient Agreement.pdf**
1254K



SUBRECIPIENT GRANT AGREEMENT

Summary of Key Subrecipient Grant Terms

1. Subrecipient Entity Name: City of Wilmington
2. Supervisor Name: Jeannine Smith, City Administrator
3. Subrecipient Unique Entity Identifier: FJNLGB8J3EE5
4. Point of Contact Email Address: jsmith@wilmington-il.com
5. Address Line 1: 1165 S. Water St.
6. Address Line 2 (optional):
7. City, State, Zip: Wilmington, IL 60481
8. Subrecipient SAM.gov Registration: FJNLGB8J3EE5
9. Type of Grant (select all that apply):
 - 1. Funds to cover direct expenses related to Covid-19 (e.g., purchase of PPE, staff cost related to increased demand of services)
 - 2. Funding for new programs/services for people disparately impacted by the pandemic and its economic impacts
 - 3. Funds to cover household assistance
 - 4. Funds to cover costs associated with the implementation of preventing or mitigation measures to contain the spread of the virus
 - Other: Infrastructure
10. Detailed description of what the grant funds will be used for:
Drinking water: Source
11. Formula Allocation Amount: \$500,000.00
12. ARPA Eligible – Agreement Total: \$500,000.00
13. Expenditure Category (From Attachment A): 5.13

Table of Contents

Summary of Key Subrecipient Grant Terms.....	2
Table of Contents.....	3
SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND CITY OF WILMINGTON	4
RECITALS	4
TERMS AND CONDITIONS	4
I. INCORPORATION OF RECITALS.....	4
II. INCORPORATED DOCUMENTS.....	4
III. TERM OF AGREEMENT.....	5
IV. CONFLICT OR INCONSISTENCY.....	5
V. TERMINATION FOR CONVENIENCE.....	5
VI. TERMINATION FOR CAUSE.....	5
VII. SUBRECIPIENT APPLICATION DEADLINE.....	5
VIII. SCOPE OF WORK.....	6
IX. COMPENSATION.....	6
X. TERMS OF PAYMENT.....	7
XI. REPORTING AND MONITORING REQUIREMENTS.....	8
XII. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.....	10
XIII. INDEMNIFICATION HOLD-HARMLESS AGREEMENT.....	14
XIV. FORCE MAJEURE.....	15
XV. CLOSEOUT.....	15
XVI. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.....	15
XVII. REAL PROPERTY; EQUIPMENT.....	16
XVIII. UNAUTHORIZED EMPLOYMENT.....	17
XIX. DEBARMENT/SUSPENSION.....	17
XX. PHYSICAL ACCESS AND INSPECTION.....	17
XXI. PERMITS.....	17
XXII. ACCESS TO RECORDS AND PERSONNEL.....	17
XXIII. MISCELLANEOUS.....	19
Attachment A: Expenditure Allowability Plan.....	24
Attachment B: Reimbursement Request Process.....	27
Attachment C: Reimbursement Request Form.....	29
Attachment D: ARPA Award Background.....	31

SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND CITY OF WILMINGTON

This Subrecipient Award Agreement (the "Agreement") dated as of May 26, 2023 is made and entered into by and between Will County (the "County"), and the City of Wilmington (the "Subrecipient"), a City (collectively the "Parties" and individually the "Party"); and

RECITALS

WHEREAS, the County has received grant funds from the United States Department of the Treasury (the "Treasury") under the State and Local Fiscal Recovery Funds program ("SLFRF") which is outlined in the ARPA Award Background attached hereto as Attachment D; and

WHEREAS, the County is committed to utilizing the grant funds provided to it under the State and Local Fiscal Recovery Fund program (the "Grant Funds") to support target populations, industries, sectors, and specific businesses or agencies affected by the COVID-19 pandemic, and

WHEREAS, the County desires to use the Grant Funds to reimburse the Subrecipient for certain expenses ("Expenses") incurred due to the effects of the Covid-19 pandemic; and

WHEREAS, failure to adhere to these terms and conditions can result in a denial of reimbursements, recoupment of funds, and immediate termination of this Agreement; and

WHEREAS, the County desires to reimburse the Subrecipient in an amount not to exceed \$500,000.00 in Grant Funds for the period of March 3, 2021 to December 31, 2026; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

II. INCORPORATED DOCUMENTS

This Agreement incorporates the following documents, which are attached hereto and are made a part of this Agreement:

- a) Summary of Key Subrecipient Grant Terms

- b) Attachment A: Expenditure Allowability Plan
- c) Attachment B: Reimbursement Request Process
- d) Attachment C: Reimbursement Request Form
- e) Attachment D: ARPA Award Background [For informational purposes only]

III. TERM OF AGREEMENT

The term of this Agreement shall begin on May 26, 2023 and end on December 31, 2026 (“Termination Date”) subject to any extensions later agreed upon.

IV. CONFLICT OR INCONSISTENCY

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and applicable Federal law, Federal law will prevail.

V. TERMINATION FOR CONVENIENCE

Notwithstanding anything in this Agreement to the contrary, the County, or its designee(s) may terminate this Agreement for convenience and without cause upon not less than thirty (30) days prior written notice to the Subrecipient. If the County, or its designee(s) exercises this right to terminate this Agreement for convenience and without cause, the Subrecipient shall not be entitled to any reimbursement or financial recovery/remedy as a result of the Termination for Convenience.

VI. TERMINATION FOR CAUSE

Notwithstanding anything in this Agreement to the contrary, the County, or its designee(s) may terminate all or part of this Agreement for cause. If the Subrecipient shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations of this Agreement, the Federal Rules governing this agreement, or any other provision therewith, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of its intent to terminate this Agreement specifying the grounds for termination. The Subrecipient shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate without further notice.

VII. SUBRECIPIENT APPLICATION DEADLINE

Notwithstanding anything in this Agreement to the contrary, if the Expense has not been identified, established or begun on or before January 1, 2024, then this Agreement shall be null and void and of no further force or effect and no Party shall have any further liability under this Agreement.

VIII. SCOPE OF WORK

The SLFRF is intended to directly support costs related to health, economic development, unmet needs, infrastructure, and revenue replacement. The Expenditure Allowability Plan, as provided on Attachment A, describes the costs approved by the County. Grant Funds are to be used only for those expenditures that are specifically listed therein.

IX. COMPENSATION

Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$500,000.00 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the EAP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the EAP.

1. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the EAP as such costs are incurred. Eligible and allowable costs are defined as costs that:
 - i. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19.
 - ii. Were not accounted for in the Subrecipient's budget most recently approved as of March 3, 2021.
 - iii. Were incurred during the Covered Period, March 3, 2021, through December 31, 2026
 - iv. Are described in the EAP; and
 - v. Are otherwise in accordance with the terms and conditions of this Agreement and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all the above-required conditions shall be ineligible for reimbursement under this agreement.

2. All reimbursement requests shall be submitted to Anser Advisory: Anna Sitton, anna.sitton@anseradvisory.com as further described in Section X. Terms of Payment hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the County, in its sole discretion, demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. § 1001 and 31 U.S.C. §§ 3729-3730 and §§ 3801-3812).

3. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024, and expended on or before December 31, 2026, and a final payment request should be submitted to the County no later than such date to ensure the County has adequate time to process the request. The Treasury defines "obligated" as an order or purchase made for goods or services. For the expenditure of funds, performance or delivery must occur during the Covered Period, with payment of funds made during that time. In the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been obligated for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the Covered Period.
4. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in Attachment B, Reimbursement Request Process. Each Reimbursement Request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County, in its sole discretion. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County, in its sole discretion.
5. Notwithstanding anything to the contrary, Subrecipient is only entitled to reimbursements for which they have provided adequate Supporting Documentation. If the County determines the Subrecipient has only provided Supporting Documentation for a portion of the reimbursement request, the County will issue reimbursement for that portion and ask Subrecipient to issue another reimbursement request with Supporting Documentation for the remainder.

X. TERMS OF PAYMENT

1. Beginning on program start date, the Subrecipient may request reimbursement from the County for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Reimbursement Request Form in accordance with the process noted in Attachment B. Included as Attachment C is a copy of the Reimbursement Request Form that can be submitted to Anser Advisory: Anna Sitton, anna.sitton@anseradvisory.com and shall be accompanied by sufficient Supporting Documentation (collectively the Reimbursement Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request").
2. Within thirty (30) business days after receipt of the complete Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) business days of receipt of notice from the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the County, in its sole discretion.
3. Upon determination by the County that the Payment Request is sufficient, the County shall, at its sole discretion, transmit the funds by predetermined methodology subject to the Payment Request to the Subrecipient within thirty (30) business days.

XI. REPORTING AND MONITORING REQUIREMENTS

1. **Financial and Performance Reports.** Subrecipients shall submit financial and performance reports as required by Part 2 of Treasury's Compliance and Reporting Guidelines, and supporting documentation related to this Agreement and Subrecipient's implementation of the projects and/or activities described in the Expenditure Allowability Plan ("EAP") (Attachment A). Subrecipients shall submit reports once by the 15th of every month during the Covered Period (March 3, 2021, through December 31, 2026) if funds are expended.
2. **Final Project Report.** The Subrecipient shall describe the status of the implementation of the projects and/or activities described in the EAP. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under same.
3. **Non-consumable and/or nonexpendable personal property** or equipment that costs \$5,000 or more purchased by Subrecipient is subject to the requirements set forth in 30 ILCS 708 and 2 C.F.R. Part 200, as applicable. The Subrecipient shall be responsible

for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

4. **Accounting.** Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All Payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) comply with the provisions of this paragraph.
5. **Duplication of Benefit.** Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-subrecipient (as defined in 2 C.F.R. § 200.1), or any individual or entity that is a beneficiary of such projects and/or activities from other Non-State and Local Fiscal Recover Fund programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. If the Subrecipient recovers from another source any costs incurred under this Agreement and reimbursed by the County, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the County. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.
6. **Audits.** If the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R.

Part 200. An audit of the Subrecipient conducted by an external auditor in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

7. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).
8. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the County's termination of this Agreement.
9. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or Treasury.

XII. SUBCONTRACTS; PROCUREMENT; SUBAWARDS

1. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state (30 ILCS 500) and federal (2 C.F.R. Part 200) law.
2. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to any conditions or limitations imposed by applicable state and federal law and Section XIX. hereof concerning debarred/suspended contractors. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the

fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.

- 3. Subcontractor Determinations and Monitoring.** In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.
- 4. Affirmative Action.** The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Illinois. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises.
 - v. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the U.S. Department of the Commerce, the Illinois Department of Central Management Services (Office of Supplier Diversity), the Illinois Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs.
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (i) through (v).

- vii. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
- viii. The requirements outlined in subparagraphs (i) through (vi) above do not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirements only impose an obligation to carry out and document the six affirmative steps identified above in subparagraphs (i) through (vi).
- ix. The requirements described in subparagraphs (i) through (vi) above outline the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- x. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

5. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

- a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information. This provision shall not apply to conduct that violates the Illinois Equal Pay Act, 820 ILCS 112.
- d. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of U.S. Order 11246 of September 24, 1965. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- f. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- i. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in 28 C.F.R. Part 42, Nondiscrimination; Equal Employment Opportunity.

6. **Sub-Awards.** The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the County. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-200.332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.

XIII. INDEMNIFICATION HOLD-HARMLESS AGREEMENT

The Subrecipient agrees to indemnify and hold the County, or its designee(s), its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the Subrecipient arising from or in connection with (i) the Subrecipient's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Subrecipient's failure to pay any contractors or subcontractors, vendors, laborers, employees or any potential sub-subrecipient or subordinate relation, or any party in privity of contract or agreement therewith in connection with the ARPA or SLFRF grant(s) or any other Federal funding or reimbursable expenses associated with this program.

- 1. Cooperation.** Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

XIV. FORCE MAJEURE

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, pandemics, or acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions shall fully inform the other party at all times concerning the matters causing the delay or default and the purposes of their ending. If a delay occurs under this section, the affected party shall immediately notify the other of such delay and keep the party fully informed until the issue that caused the delay has been resolved. If a delay requires that the term of this Agreement be extended, such extension shall only occur upon the approval of the U.S. Department of the Treasury and the County and written modification of this Agreement.

XV. CLOSEOUT

The County will close out this Agreement when it determines that all projects and/or activities and all applicable administrative actions have been completed. Unless an extension is approved by the County, within twenty (20) business days after the Termination Date pursuant to Section III, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the County any balances of unobligated cash that the County paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) business days after receipt of all outstanding reports, the County will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

- a. The right of the County to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) business days after the Termination Date.

XVI. LOBBYING PROHIBITION; CONFLICTS OF INTEREST

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

- a. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.
- b. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- c. Pursuant to 2 C.F.R. § 200.450 and 2 C.F.R. § 200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- d. 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 this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- e. In accordance with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

XVII. REAL PROPERTY; EQUIPMENT

If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to ARPA guidance issued by the County and its designees and/or the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to ARPA guidance issued by the County and its designees and/or the Department of the Treasury.

XVIII. UNAUTHORIZED EMPLOYMENT

The employment of unauthorized aliens by any Subrecipient/sub-subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/sub-subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

XIX. DEBARMENT/SUSPENSION

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

XX. PHYSICAL ACCESS AND INSPECTION

As applicable, County and Treasury agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed with funds provided under this Agreement.

XXI. PERMITS

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

XXII. ACCESS TO RECORDS AND PERSONNEL

1. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.
2. Subrecipient shall comply with the Illinois Freedom of Information Act, codified at 5 ILCS 140. Records made or received in conjunction with this Agreement are public records under Illinois law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.
3. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under 5 ILCS 140.
4. The Subrecipient acknowledges and agrees that the County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is sub awarded or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.
5. The County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.
6. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.
7. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

XXIII. MISCELLANEOUS

1. **HEADINGS.** The headings of the articles, paragraphs and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
2. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.
3. **AMENDMENT.** This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.
4. **COMPLIANCE WITH LAWS.** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations, rules, policies, and executive orders described herein. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.
5. **GOVERNING LAW AND FORUM.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflict of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Will County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
6. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the County and the Subrecipient with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the County and the Subrecipient with respect to the subject matter hereof.
8. **ASSIGNMENT.** This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.
9. **DISCLAIMER OF RELATIONSHIP.** Nothing contained in this Agreement, nor any act of either the County or the Subrecipient, shall be deemed or construed by any of the parties hereto

or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Subrecipient.

- 10. CONSTRUCTION OF WORDS.** The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof. A reference to the Subrecipient includes the Subrecipient's officers, commissioners, employees, attorneys, agents and assigns; a reference to the County includes its officers, members, employees, attorneys, agents and assigns.
- 11. NO PERSONAL LIABILITY.** No member, official, employee or agent of either the County or the Subrecipient shall be individually or personally liable in connection with this Agreement.
- 12. GOVERNMENTAL IMMUNITY.** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither the Subrecipient nor the County has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.
- 13. WAIVER.** No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.
- 14. NO THIRD-PARTY BENEFICIARIES.** This Agreement shall inure to the benefit of and shall be binding upon the County, the Subrecipient and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.
- 15. NOTICES.** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified below. This Section shall not preclude routine communication by the Parties by other means.

Notice to the County's designee shall be addressed to:

Will County – Executive Office
302 N. Chicago Street
Joliet, IL 60432

Attention: Ms. Jennifer Bertino-Tarrant

Notice to the Subrecipient shall be addressed to:

City of Wilmington
1165 S. Water St.
Wilmington, IL 60481

Attention: Jeannine Smith, City Administrator

Either Party may change the above-described contact information by giving notice of such change to the other party pursuant to the notice section hereof.

16. REPRESENTATIVES. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the County: Name: Jennifer Bertino-Tarrant, Will County Executive
 Address: 302 N. Chicago Street, Joliet, IL 60432
 Phone: 815-740-4601
 Fax: 815-740-4600
 Email: jbertinotarrant@willcountyillinois.com

For the Subrecipient: Name: City of Wilmington
 Contact: Jeannine Smith, City Administrator
 Address: 1165 S. Water St., Wilmington, IL 60481
 Phone: 815-476-9782
 Email: jsmith@wilmington-il.com

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

17. AUTHORITY. The County has authority to enter into this Agreement pursuant to the American Rescue Plan Act, P.L. 117-2 (2021) (“ARPA”) and the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) passed by the U.S. Department of Treasury on March 11, 2021 and May 17, 2021 respectively.

The Subrecipient represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

County of Will, ILLINOIS

Jennifer Bertino-Tarrant, Will County Executive
302 N. Chicago Street, Joliet, IL 60432

By: _____

City of Wilmington

Jeannine Smith, City Administrator
1165 S. Water St., Wilmington, IL 60481

By: _____

Attachment A: Expenditure Allowability Plan

The Expenditure Categories (EC) listed below must be used to categorize each project. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

Expenditure Category	EC ²⁸
1: Public Health	
COVID-19 Vaccination [^]	1.1
COVID-19 Testing [^]	1.2
COVID-19 Contact Tracing [^]	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.) [^]	1.4
Personal Protective Equipment [^]	1.5
Medical Expenses (including Alternative Care Facilities) [^]	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) [^]	1.7
COVID-19 Assistance to Small Businesses [^]	1.8
COVID 19 Assistance to Non-Profits [^]	1.9
COVID-19 Aid to Impacted Industries [^]	1.10
Community Violence Interventions	
Community Violence Interventions [^]	1.11
Behavioral Health	
Mental Health Services [^]	1.12
Substance Use Services [^]	1.13
Other	
Other Public Health Services [^]	1.14
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-
2: Negative Economic Impacts	
Assistance to Households	
Household Assistance: Food Programs [^]	2.1
Household Assistance: Rent, Mortgage, and Utility Aid [^]	2.2
Household Assistance: Cash Transfers [^]	2.3
Household Assistance: Internet Access Programs [^]	2.4
Household Assistance: Paid Sick and Medical Leave [^]	2.5
Household Assistance: Health Insurance [^]	2.6
Household Assistance: Services for Un/Unbanked [^]	2.7
Household Assistance: Survivor's Benefits [^]	2.8
Unemployment Benefits or Cash Assistance to Unemployed Workers [^]	2.9
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives) [^]	2.10
Healthy Childhood Environments: Child Care [^]	2.11
Healthy Childhood Environments: Home Visiting [^]	2.12
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System [^]	2.13
Healthy Childhood Environments: Early Learning [^]	2.14

Long-term Housing Security: Affordable Housing*^	2.15
Long-term Housing Security: Services for Unhoused Persons*^	2.16
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^	2.17
Housing Support: Other Housing Assistance*^	2.18
Social Determinants of Health: Community Health Workers or Benefits Navigators*^	2.19
Social Determinants of Health: Lead Remediation*^	2.20
Medical Facilities for Disproportionately Impacted Communities^	2.21
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^	2.22
Strong Healthy Communities: Demolition and Rehabilitation of Properties^	2.23
Addressing Educational Disparities: Aid to High-Poverty Districts^	2.24
Addressing Educational Disparities: Academic, Social, and Emotional Services*^	2.25
Addressing Educational Disparities: Mental Health Services*^	2.26
Addressing Impacts of Lost Instructional Time^	2.27
Contributions to UI Trust Funds^	2.28
Assistance to Small Businesses	
Loans or Grants to Mitigate Financial Hardship^	2.29
Technical Assistance, Counseling, or Business Planning*^	2.30
Rehabilitation of Commercial Properties or Other Improvements^	2.31
Business Incubators and Start-Up or Expansion Assistance*^	2.32
Enhanced Support to Microbusinesses*^	2.33
Assistance to Non-Profits	
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^	2.34
Aid to Impacted Industries	
Aid to Tourism, Travel, or Hospitality^	2.35
Aid to Other Impacted Industries^	2.36
Other	
Economic Impact Assistance: Other*^	2.37
Household Assistance: Eviction Prevention*^	-
Education Assistance: Other*^	-
Healthy Childhood Environments: Other*^	-
Social Determinants of Health: Other*^	-
3: Public Health-Negative Economic Impact: Public Sector Capacity	
General Provisions	
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1
Public Sector Workforce: Rehiring Public Sector Staff	3.2
Public Sector Workforce: Other	3.3
Public Sector Capacity: Effective Service Delivery	3.4
Public Sector Capacity: Administrative Needs	3.5
4: Premium Pay	
Public Sector Employees	4.1
Private Sector: Grants to Other Employers	4.2

5: Infrastructure	
Water and Sewer	
Clean Water: Centralized Wastewater Treatment	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2
Clean Water: Decentralized Wastewater	5.3
Clean Water: Combined Sewer Overflows	5.4
Clean Water: Other Sewer Infrastructure	5.5
Clean Water: Stormwater	5.6
Clean Water: Energy Conservation	5.7
Clean Water: Water Conservation	5.8
Clean Water: Nonpoint Source	5.9
Drinking water: Treatment	5.10
Drinking water: Transmission & Distribution	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12
Drinking water: Source	5.13
Drinking water: Storage	5.14
Drinking water: Other water infrastructure	5.15
Water and Sewer: Private Wells	5.16
Water and Sewer: IJJA Bureau of Reclamation Match	5.17
Water and Sewer: Other	5.18
Broadband	
Broadband: "Last Mile" projects	5.19
Broadband: IJJA Match	5.20
Broadband: Other projects	5.21
6: Revenue Replacement	
Provision of Government Services	6.1
Non-federal Match for Other Federal Programs	6.2
7: Administrative	
Administrative Expenses	7.1
Transfers to Other Units of Government	7.2
Transfers to Non-entitlement Units (States and territories only)	-

Attachment B: Reimbursement Request Process

Pursuant to this agreement, subrecipients must submit a Request for Reimbursement in order to receive funding for eligible activities. This document offers guidelines in preparing a submittal for County reimbursement of eligible ARPA expenditures. While changes may still follow as the process evolves, for now the following guidelines may be helpful in completing each of the fields on the form. Please complete all requested fields and print, sign and date prior to submission. Attach documentation for expenditure and submit with the Reimbursement Form.

Section 1: Reimbursement Request Information

Agency: Name of Organization

Date of Request: Enter the date of your submission to the County

Agency Address: Organization's mailing address (use main location if multiple offices)

Contact Name and Title: Name and title of individual who can answer questions, if needed.

Contact Phone Number and E-Mail: Phone number and email address of individual above.

Amount of Reimbursement Requested: Amount requested for goods or services.

Date of Purchase: Date purchase order was made.

Date Cost Paid: If the costs were paid upon purchase, use same date as above. In the event the payment was made at a different time, enter that date here. This is needed to confirm payments fall within the ARPA eligible costs period of March 3, 2021, to December 31, 2026

Date Received: For the expenditure to be considered eligible, the funds must have been expended and the agency must be in possession of the item, good or service being submitted for reimbursement.

Expenditure Category: Subrecipients should indicate which expenditure category in the EAP is being claimed for this project.

Project Description: Use this area and additional sheets to describe the cost being submitted for reimbursement from County ARPA funding. This should include a brief description of the project in its entirety, and if applicable, the specific portion of the project that is being funded. In this narrative, subrecipients should also describe how the project responds to COVID-19, and specifically, how the project aligns with the expenditure category listed in the previous section. This section may be used to also provide general breakdown of costs, referring to the supporting documents included in the request. The following are some suggested description examples:

“Public Health costs of \$XXX for a capital project to expand customer service counters and add Plexiglas shields and dividers, all procured by an RFP for construction services pursuant to agency and federal procurement requirements. This project is directly related to addressing COVID impacts and there was no such construction included in the original budget. These safeguards have a ten-year useful life. This project will help mitigate COVID in dense work sites such as the County Courthouse, and County Administrative Offices.

Public Health Compliance costs of \$XXX for telework facilitation specifically to acquire 15 laptops, 2 servers, and a router. All of this equipment was purchased from State of Illinois bids

available to all state agencies. This will allow 15 additional staff to telework, and upgrade response times for another 20 staff already teleworking. The original budget had the typical 10 laptop annual replacement which has already occurred, while these additional 15 laptops were not contemplated in the budget. There was no budget to acquire servers or routers. These technology assets usually have a three-year useful life. This will satisfy the administrative needs of all telework employees, assisting to mitigate the spread of COVID by allowing employees to work from home”

Has this project previously received funding from other Federal sources, or does your entity anticipate receiving funding from other Federal sources?: Yes or no confirmation. Is yes, please describe.

Section 2: Reimbursement Request Term and Conditions

Information regarding reimbursement criteria and deadline for submittal of reimbursement – December 31, 2026. No action required.

Section 3: Supporting Documentation

This is the area to describe the supporting documents submitted to substantiate the cost reimbursement. Use this area and additional sheets to describe the supporting information being submitted for reimbursement from County ARPA funding. At a minimum - where appropriate - the documentation should include:

- Vendor Procurement and Executed Contracts
- Purchase Orders
- Invoices
- Proof of Payment

Proof of payment, vendor contracts or state bid info, invoices, payroll and attendance data (take precautions related to shielding or redacting non-public information and HIPPA requirements), pictures of projects (before and after), sign-in sheets or daily counts of COVID responses like meals and tests administered, are also examples of supporting documents.

Section 4: Certification Regarding Use of Funds

Agency affirmation regarding reimbursement criteria. Official representative of the requestor signs the certification.

Attachment C: Reimbursement Request Form

[Form on the following page]

SLFRF Reimbursement Request Form

Section 1: Reimbursement Request Information

Agency:		Date of Request:	
Agency Address:			
City:		State:	IL
		ZIP Code:	
Contact Name and Title:			Contact Email Address:
Contact Phone Number:			
Amount of Reimbursement Requested:			
Date of Purchase:		Date Cost Paid:	
Date Received:		Expenditure Category:	
Project Description:			

Has this project previously received funding from other Federal sources, or you're your entity anticipate receiving funding from other Federal sources?	Yes or No:	If Yes, explain:

Section 2: Reimbursement Request Term and Conditions

Deadline for Submittal of Reimbursement:	December 31, 2026
--	--------------------------

Section 3: Supporting Documentation (Use additional sheets of this form if needed)

Document type:		Description:	
Document type:		Description:	
Document type:		Description:	
Document type:		Description:	
Document type:		Description:	

Section 4: Certification Regarding Use of Funds. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Authorized Representative Signature:		Date:	
--------------------------------------	--	-------	--

Attachment D: ARPA Award Background

[For informational purposes only]

Background

From Treasury's Compliance and Reporting Guidance, June 17, 2022

Treasury adopted an interim final rule in May 2021 and the final rule on January 6, 2022, to implement these eligible use categories and other restrictions on the use of funds under the State and Local Fiscal Recovery Funds program. The final rule took effect on April 1, 2022, and the interim final rule remained in effect until that time, although recipients could choose to take advantage of the final rule's flexibilities and simplifications prior to April 1, 2022. Recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information on compliance with the interim final rule and the final rule.

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with the program's requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how the requirements have been satisfied since they suggest the recipients have been satisfied as part of their award management, internal controls, and subrecipient oversight and management

Treasury's Final Rule

From Treasury's Compliance and Reporting Guidance, June 17, 2022

Treasury's Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

- 1. Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency.
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use.
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency.
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency’s Drinking Water and Clean Water State Revolving Funds.
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and sufficiently robust to meet increasing household demands for bandwidth.

Treasury’s Final Rule also provides more information on four restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient’s change in law, regulation, or administrative interpretation; and recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury’s Interim Final Rule for more information on these restrictions.

Treasury’s final rule outlines that funds available under the “revenue loss” eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, the final rule notes that SLFRF funds may not be used as the non-federal share for purposes of a state’s Medicaid and CHIP programs because the Office of Management and Budget (“OMB”) has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 C.F.R. § 200.102 of the Uniform Guidance and related regulations. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. For example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects.

2. **Eligible Costs Timeframe.** Your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, as long as the award funds for

the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021, are not eligible, as provided for in Treasury’s Interim Final Rule.

Recipients may use SLFRF award funds to aid households, businesses, nonprofits, and individuals within the eligible use categories (subrecipients) described in Treasury’s Interim Final Rule for costs that those households, businesses, nonprofits, and individuals incurred prior to March 3, 2021. For example,

- a) Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to assist households, small businesses, and nonprofits – such as rent, mortgage, or utility assistance – for costs incurred by the household prior to March 3, 2021, provided that the recipient state, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
- b) Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such premium pay must not have been incurred by the recipient prior to March 3, 2021.
- c) Revenue Loss: Treasury’s Interim Final Rule gives recipients broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- d) Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred by the recipient after March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. § 200.344(d). For the purposes of determining expenditure eligibility, Treasury’s Interim Final Rule provides that “incurred” has the same meaning given to “financial obligation” in 2 C.F.R. § 200.1.

- 3. **Expenditure Categories.** Treasury’s final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients report on a broader set of eligible uses and associated Expenditure Categories (“EC”), which began with the April 2022 Project and Expenditure Report.

Uniform Administrative Requirements

The SLFRF awards are subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (the “Uniform Guidance”). In all instances, Will County should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.

The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

- 1. Allowable Activities.** Each recipient should review program requirements, including Treasury’s Interim Final Rule and the Eligible Activities Plan to determine and record eligible uses of SLFRF funds. Per 2 C.F.R. § 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.
- 2. Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 C.F.R. Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury’s Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 C.F.R. § 200.425, a reasonable proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 C.F.R. Part 200, Subpart F are not allowable. Please see 2 C.F.R. Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative Costs:** Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 C.F.R. § 200.404 and 2 C.F.R. § 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of

implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 C.F.R. § 200.414(f).

b. **Salaries and Expenses:** In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's Final Rule for details.

3. **Eligibility.** Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. Your organization will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.
4. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also comply with relevant laws and regulations.
5. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. SLFRF funds may only be used for non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.
6. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For example, each recipient should articulate each project's policy on allowability of costs incurred prior to award or start of the period of performance. All funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period

that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024, must be expended by December 31, 2026. Any funds not used must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. § 200.344(d).

7. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327, as applicable. The Uniform Guidance establishes in 2 C.F.R. § 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. § 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 C.F.R. §§ 200.317-200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
8. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

The Uniform Guidance outlines the requirements that pertain to program income at 2 C.F.R. § 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 C.F.R. § 200.307(e)(1), including with respect to lending programs.

9. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of Treasury's Compliance and Reporting Guidelines. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 C.F.R. § 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

10. Subrecipient Monitoring. SLFRF recipients that are pass-through entities as described under 2 C.F.R. § 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 C.F.R. § 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient’s risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients’ compliance obligations.

Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Table 1: Internal Controls Best Practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

ARPA Award Terms and Conditions

From Treasury's Compliance and Reporting Guidance, June 17, 2022

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Interim Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

- 1. SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
- 2. Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

- 3. Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
- 4. Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. §§ 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. § 22.504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 et seq., and the Department's

implementing regulations, 31 C.F.R. Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and the Department implementing regulations at 31 C.F.R. Part 23.

To carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 C.F.R. Part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 C.F.R. Part 42, provide for the collection of data and information from recipients (see 28 C.F.R. 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal Governments.



Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

Wilmington Police Department
129 Robert P Weidling Drive
Wilmington IL 60481
United States

Quotation # S0208578

Quotation Date:
02/20/2023

Expiration:
05/21/2023

Salesperson:
Luke Poore

DESCRIPTION	QUANTITY	UNIT		TAXES	AMOUNT
		PRICE	DISC.%		
DJI Mavic 3 Thermal QuickTac Bundle					
[101-144-1026] DJI Mavic 3 Thermal w/Care Enterprise Basic The Mavic 3 Enterprise Series from DJI redefines industry standards for small commercial drones. With a 640x512 radiometric thermal sensor, a 12MP 56x hybrid zoom camera, and a wide camera capable of capturing up to 48MP images, the Mavic 3T is built to serve both public safety and enterprise. This Combo includes a DJI Care Enterprise Basic 1-Year Plan.	1.000 Units	5,498.00	5.00		\$ 5,223.10
[101-135-1011] DJI Mavic 3 Intelligent Flight Battery This is the battery that powers the Mavic 3 drone from DJI. This is a 4-cell (4S) LiPo battery with a maximum capacity of 5000 mAh or 77 Wh. This battery will provide up to 46 minutes of flight time with your DJI Mavic 3.	3.000 Units	209.00	5.00		\$ 595.65
[122-101-1008] DJI Mavic 3 PRCS Elite	1.000 Units	795.00	5.00		\$ 755.25
[100-110-1007] UVT SkyOptix GL10 Tactical Aerial Spotlight	1.000 Units	1,125.00	5.00		\$ 1,068.75

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

Thank you for choosing
UVT!



[118-101-1002] Hoodman Drone Launch Pad 3ft If there's one brand that resonates with drone pilots, it's Hoodman. This Hoodman drone launch pad is their 3-foot diameter landing pad designed to keep your small drone safe during takeoff and landing. This is the recommended landing pad for drones such as the DJI Mavic Air 2, Phantom 4 Series, or Mavic 2 Series.	1.000 Units	69.99	5.00	\$ 66.49
--	----------------	-------	------	----------

[115-101-1046] Go Professional Cases DJI Smart Controller Lanyard Bracket	1.000 Units	29.95	5.00	\$ 28.45
---	----------------	-------	------	----------

[CON-SD-102] SanDisk Extreme PRO microSDXC UHS-I Memory Card (64GB)	2.000 Units	20.99	5.00	\$ 39.88
---	----------------	-------	------	----------

[115-999-1002] Go Professional Cases microSD Card Holder	1.000 Units	7.95	5.00	\$ 7.55
--	----------------	------	------	---------

[100-130-1001] UVT ProCare Lens Cleaning Pen	1.000 Units	14.95	5.00	\$ 14.20
--	----------------	-------	------	----------

Subtotal \$ 7,799.32

UVT ProLine Services

[SRV-PL-101] UVT ProLine Pre-Flight Service Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Care Enterprise) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.	1.000 Units	499.00	100.00	\$ 0.00
--	----------------	--------	--------	---------

[SRV-PLS-103] UVT ProLine Support Premium UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000 Units	1,999.00	100.00	\$ 0.00
--	----------------	----------	--------	---------



UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

<https://www.uvt.us>

Subtotal \$ 0.00

Total \$ 7,799.32


The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms. Thank you for choosing UVT!



MEMO

Date: August 2, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Bryan Wellner, General Counsel
Department Directors

Re: Direction to Place Façade Improvement Program Grant Award to The Mar Theatre on 8-15-23 Agenda

Budget Impact: \$1,703.85

History: The City of Wilmington adopted an Ordinance creating a Façade Improvement Program for its Downtown Business District in November of 2018 and amended the Ordinance in May of 2022. This program provides for a grant up to one-half (1/2) of the cost of the project and not exceeding \$5,000 for construction and architectural costs associated with Downtown Business District and B2A-Central Business District along Water Street and IL State Route 53 building improvements.

Rober Soto, owner of The Mar Theatre is requesting approval of a Façade Improvement Grant for improvements to his existing historic sign located at 121 S. Main Street. Improvements include replacement of the white polycarbonate face with changeable copy, labor and ADM letters for advertising movies and events totaling \$3,407.70

Mr. Soto originally requested approval of the 3-foot clear channel letter face spelling out MAR; however, staff advised him that this was not a permitted expense pursuant to the terms of the grant agreement.

Staff Analysis:

Staff is waiting for proof of ownership from the applicant; however, the remainder of the application is sufficient to proceed with authorization.

Attached are the remaining required forms, receipts and other documentation for your review. The total project cost was \$4,080.20 of which \$3,407.70 qualify for grant consideration. 50% of the project cost equals \$1,703.85 which staff requests to be awarded to The Mar Theatre.

Staff Request: In consideration of the information before you and the results of The Mar Theatre Façade Improvement Project, Staff respectfully requests and recommends placing this request on the August 15, 2023 City Council Agenda for approval of the agreement and reimbursement for the changeable copy face, letters and associated labor on proof of ownership.

File Number: _____

I, ROBERT Soto hereby make an application to the City of Wilmington for a Façade Improvement Grant in the anticipated amount of \$ 2,040⁰⁰. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit, and Agreement provisions.



Applicant Signature

6/7/23
Date



Property Owner Signature

6/7/23
Date

Please return the completed application to:

*City Administrator
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481*

If you need assistance with the application and/or have any questions regarding this program, please contact the City Administrator at 1-815-476-2175.



Before Improvement Pictures





After Improvement Pictures





(815)469-4080
 ezsignco@gmail.com
 www.ezsigncompany.com

BILL TO
 Mar Theater
 Wilmington, IL

13148

DATE 04/28/2023

DUE DATE 04/28/2023

ACTIVITY	QUANTITY	RATE	AMOUNT
Product 13.12x83 white polycarbonate face with 1 line changeable copy (2 pieces per line - 8 lines)	16	112.50	1,800.00T
Product 3' clear channel letter face with teal trim - 2 As & 2 Ms	4	170.00	680.00T
Labor Labor to measure marquee & install new photo cell	1	230.00	230.00
Labor Labor to install new faces	1	550.00	550.00
Product 3 sets of 100 black/red 8" Pronto ADM letters and 3 periods - sold at actual wholesale cost - free shipping to Joliet Tent	1	589.95	589.95T
SUBTOTAL			3,849.95
TAX (7.5%)			230.25
TOTAL			4,080.20
TOTAL DUE			\$4,080.20

ORDINANCE NO. 23-08-15-01

**AN ORDINANCE AMENDING SECTION 91.03 OF THE CITY OF WILMINGTON
CODE OF ORDINANCES REGARDING THE REMOVAL OF NUISANCE GREENERY
BY THE CITY OF WILMINGTON**

WHEREAS, the City of Wilmington is an Illinois Municipal Corporation subject to the regulations within the Illinois Municipal Code; and

WHEREAS Section 11-20-7 of the Illinois Municipal Code (65 ILCS 5/11-20-7) provides that the corporate authorities of each municipality may provide for the removal of nuisance greenery, including weeds grass, trees, and bushes, from any parcel of private property within the municipality if the owners of the parcel, after reasonable notice, refuse or neglect to remove the nuisance greenery; and

WHEREAS, the City of Wilmington finds it in the best interest of the City and its residents to amend its ordinance regarding the amount of time an owner has to remove nuisance greenery after being provided the required notice.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: ORDINANCE AMENDMENT

That Section 91.03 of Title IX General Regulations of the Wilmington Code of Ordinances is hereby amended to state as follows:

91.03 Owner to cut or trim nuisance greenery; removal by the city.

Every property owner of record within the City of Wilmington ("City") shall cut trim, and remove nuisance greenery on his/her property. The city administrator or its designee shall notify the property owner of record in writing by certified mail, return receipt or personal service that removal of nuisance greenery is required. Removal of nuisance greenery shall be completed or caused to be completed by the property owner of record within seven (7) days of delivery of notice. The failure to remove nuisance greenery shall be deemed a violation of this section, and, in addition to prosecution of an ordinance violation, the city administrator or its authorized representative may at any time thereafter remove or cause to be removed the nuisance greenery. If, within seven (7) days of delivery of notice, the property owner of record shows proof to the city administrator that a contractor was hired to complete removal of nuisance greenery, the city may provide up to a seven (7) day extension from the date proof is shown before the city deems failure to remove nuisance greenery a violation.

At the written request of the owner, the city administrator or its designee may cause nuisance greenery to be removed if the property owner of record pays to the city prior to removal all costs, expenses, and fees to cause such removal, including a \$50 administrative fee. If the property owner of record requests to the city to remove nuisance greenery, the property owner of record agrees to indemnify and hold the city harmless for any damage, property damage, personal injury, death, or any other monetary damage caused by the removal of nuisance greenery.

In the event that it becomes necessary for the city administrator or its designee to undertake the removal of the said nuisance greenery from any private property within the city, the designee of the city administrator shall have the right at reasonable times to enter into or upon said property to remove nuisance greenery.

SECTION 2: REPEALER

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance shall be and the same are hereby repealed.

SECTION 3: SEVERABILITY

This Ordinance and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision, or section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs, provisions and sections and parts of phrases, clauses, sentences, paragraph, provisions, and section not ruled void or unconstitutional shall continue in full force and effect.

SECTION 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Kevin Kirwin _____
Dennis Vice _____
Leslie Allred _____
Todd Holmes _____

Ryan Jeffries _____
Ryan Knight _____
Jonathan Mietzner _____
Thomas Smith _____

Approved this _____ day of _____, 2023

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

A.R.Brown Construction

513 N. Kankakee St.

Wilmington, IL.60481

815-378-6264

arbrownconstruction@gmail.com

INVOICE

Please make checks payable to AR Brown Construction INC

July 12, 2023

Install new drywall in demoed areas

Mud and tape

Paint

Install new carpet tiles in previously demoed areas

Install new vinyl cove base in previously demoed areas

Reinstall base cabinet and top

Customer supplies flooring (carpet tiles)

We supply vinyl base, paint, drywall, supplies.

Price subject to verification after final demo inspection.

Total \$4098.00

EXTRAS

Remove 4 toilets from both restrooms

\$200.00

Install previously removed stall walls

\$800.00

Demo kitchen cabinets

\$200.00

Demo drywall behind kitchen cabinets

\$100.00

Install drywall behind cabinets material and labor

\$92.00

Insulate behind cabinet walls material and labor

\$60.00

Demo small restroom vanity

\$35.00

Remove and replace mirror in small restroom	\$30.00
Remove stall walls and floor brackets in prep for epoxy floor	\$800.00
Remove urinal stall walls and related brackets in prep for FRP	\$125.00
Remove diaper changing stations, soap and towel dispensers in prep for FRP	\$80.00
Remove and replace mirror in mens restroom	\$125.00
Shave drywall $\frac{3}{4}$ off of floor for existing drywall	\$125.00
Shave drywall $\frac{3}{4}$ off of floor for drywall we installed	\$200.00
FRP panels w/ t-moldings, inside and outside corner trims	\$1907.00
Install FRP panels as shims for previously demoed panels in public restrooms	\$400.00
Install FRP panels (30) over existing FRP in restrooms (Saturday/Sunday)	\$3600.00
Panel adhesive	\$261.00
Repair holes in walls from epoxy floor demo	\$40.00
Reinstall changing stations, grab bars and toilet paper holders	\$175.00
Install kitchen cabinets. Uppers, lowers and side panels	\$1265.00
Remove slop sink, molded drywall and insulation	\$200.00
5 rolls kraft face R13 insulation	\$115.00
Install insulation throughout	\$180.00
Install $\frac{5}{8}$ mold resistant drywall panels in utility room	\$175.00
Install FRP panels and trims in utility room	\$215.00
$\frac{5}{8}$ mold resistant wall panels (2)	\$36.00
FRP wall panels for utility room (3)	\$102.00
Toggle bolts for re-installation of bathroom hardware	\$27.00
Extra vinyl wall base and color upgrade	\$320.00

PROJECT SUMMARY

Wesa Automation is pleased to provide a proposal for the Wilmington North Island Lift Station - Rev 3.

Attn: Pat Nugent

Proposal Date: June 13, 2023

Proposal Expiration: 30 days

Proposal Number: A2023-41698292

Automation Project

Wesa Automation proposes to provide a project with design, fabrication, engineering, project management, and field support services as described within the following sections.

REFERENCES

The scope of work for this proposal is based upon conversations with Pat Nugent and includes:

1. A new set of electrical schematics mimicking the existing lift station control panel design.
2. A new sub panel, created as a drop-in replacement for the existing control panel.
3. UL certification for the new subpanel.
4. Engineering services to convert the existing program for the new PLC.
5. Field engineering services to document the existing lift station (if existing drawings cannot be located), install and test the new sub panel, and modify the existing MCP PLC programming and SCADA system to operate with the replacement PLC.

ELECTRICAL DESIGN

Wesa Automation will provide electrical schematics to mimic the design of the existing North Island Lift Station Control Panel. The design will incorporate new or updated components as follows:

1. The MicroLogix 1100 PLC will be replaced by a Micro850 series PLC.
2. The consumer-grade UPS will be replaced by a DIN rail mounted industrial UPS and Battery designed for use in high temperature, outdoor applications.
3. The existing 24VDC power supply and surge suppressor will be replaced with new components.

DRAWINGS

1. Set of "Approved to Build" AutoCAD Electrical schematics in 11" x 17" electronic format.

2. Set of "As-Built" AutoCAD Electrical schematics in 11" x 17" hard copy and electronic format.
3. Panel layout sheet indicating component locations
4. Panel bill of materials sheet indicating component details

PANEL ASSEMBLY

1. Panel assembly will follow local codes and best practices as defined by UL508A and NFPA standards.
2. Panel component layout will follow drawing requirements.
3. All wiring and components will be marked with thermal transfer self-laminated labels.
4. System testing will include the following:
 - a. Point to point wiring and terminations are tested for proper installation.
 - b. All components are power tested.
 - c. Client witness testing is available with one-week advance notice.
5. Control hardware manuals and as-built drawings will be shipped with enclosure(s) in hard copy or electronic format as provided by the original manufacturers.
6. UL certification is included.

UL CERTIFICATION

1. UL component and design review is included.
2. UL labeling will be provided.

BILL OF MATERIALS

Wesa Automation will supply the components listed in the attachments to this proposal, along with incidental fabrication and construction materials. Not all parts have been identified at the time of proposal. The bill of materials is subject to change based on design and engineering review.

ENGINEERING SUPPORT SERVICES

Wesa Automation will provide engineering services to support installation of a new lift station, including PLC and SCADA programming, and new electrical schematics.

1. Wesa Automation will provide an engineer to visit the Wilmington facility and create a project plan to define wiring interconnections between the new pump control panel and the replacement subpanel.
2. Wesa Automation will create a PLC program for a new Micro850 processor based on the existing functionality in the MicroLogix processor.
3. Wesa Automation will add additional scope to the PLC to incorporate generator, ATS, and additional pump control panel signals that may be required.

4. Wesa Automation will modify the existing main PLC and SCADA at the plant to incorporate generator, ATS, and additional pump control panel signals as required.
5. Wesa Automation will provide a field service technician to install the new subpanel.
6. Wesa Automation will provide an engineer to oversee installation and wiring termination of the new lift station.
7. Wesa Automation will support testing and commissioning of the new PLC and lift station signal wiring. (It is required that an electrician be present to resolve any issues discovered during testing.
8. Wesa Automation will supply a 50' antenna cable for the yagi antenna at the lift station. Installation by others.
9. On-site services assume eight-hour workdays within 7 a.m. and 5 p.m. start and end times. Site delays or client requests for additional time in excess of eight hours per day or service outside of normal working hours will result in additional cost.

EXCLUSIONS

1. Any applicable sales taxes, professional fees, or permit and licensing fees are not included.
2. Unless otherwise noted within this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
3. Wesa Automation shall not be liable for indirect loss or damage.
4. Wesa Automation is not responsible for delays to the project caused by manufacturer lead times.
5. Wesa Automation is not responsible for inadequacies of materials and equipment specified and/or supplied by others.
6. Wesa Automation is not responsible for errors or omissions in design by others.

CLARIFICATIONS

1. If a Master Services Agreement or other master agreement ("MSA") between your company and Wesa Automation is in place, this proposal is subject to and incorporates the MSA, otherwise this proposal is subject to and incorporates Wesa Automation's Standard Terms and Conditions, which are available at the following location: <https://www.wesaautomation.com/terms-conditions>
2. Equipment and materials supplied are warranted only to the extent that the same are warranted by the manufacturer.
3. Unless specifically included above within this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
4. Wesa Automation shall not be liable for indirect loss or damage.
5. Wesa Automation is not responsible for delays to the project caused by manufacturer lead times.
6. Wesa Automation is not responsible for inadequacies of materials and equipment specified and/or supplied by others.

7. Wesa Automation is not responsible for errors or omissions in design by others.
8. Wesa Automation reserves the right to correct errors or omissions to this proposal prior to contract issuance.
9. If applicable, time and expense services will be provided according to the terms outlined in the current Wesa Automation rate sheet.

TERMS

DELIVERY	TERMS
Project schedule to be determined to meet end user requirements	FOB Wesa Automation, Elgin, IL Net 30 Milestones: - 30% upon placement of material orders - 20% upon drawings submitted for review - 20% upon PLC programming - 30% upon installation & commissioning

PRICING SUMMARY

EXCLUDING TAXES

BASE PRICE

DESCRIPTION	PRICE
Lift Station Control Panel	\$9,510
Electrical Schematics & Programming	\$5,250
Installation, Testing, & Field Support Services	\$5,552
Total	\$20,312

OPTIONS

DESCRIPTION	PRICE
N/A	N/A

THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING ON THIS PROJECT.

Please direct any questions or comments to our attention at the contact information listed below.

Cheyenne Meyer, Senior Automation Engineer

Wesa Automation

Office: 847-695-0775 | Cell: 224-833-0579

cmeyer@wesaautomation.com

Attachment: Bill of Materials

LS #2 - North Island

Qty	Manufacturer	Part Number	Description
1			Subpanel
10	Allen-Bradley	700-HA33A1	Relay, 3PDT, 120VAC Coil
10	Allen-Bradley	700-HN101	Socket for 700-HA33 Relay
1	Allen-Bradley	2080-L50E-24AWB	Micro850 Ethernet/IP Controller, 14x 120VAC Inputs, 10x Relay Outputs, 3x Plug-in Slots
1	Phoenix	1110466	Power Supply, 100-240VAC - 1 Phase Input, 24VDC, 5A Output, Uno-2
1	Phoenix	2907918	PLT-SEC-T3-120-FM-UT
1			Cable, Antenna, TNC, 50'
1	Phoenix	1067327	QUINT4-UPS/1AC/1AC/500VA/USB
1	Phoenix	1396415	Energy Storage, 24VDC, LiFePO4, 128Wh
1	Square D	PK15GTA	Ground Bar
100	Allen-Bradley	1492-P4	Terminal Block, 30A
10	Allen-Bradley	1492-EBP4	Terminal Block End Barrier
5	Allen-Bradley	1492-PG4	Terminal, Grounding
1	Hoffman	DAH1001A	Heater, 100W, 115VAC, 0-100 °F
7	Allen-Bradley	1492-FB1M30-D1	Fuse Holder, 1 Pole, 12-72VDC Illum., 1.5" x 13/32"
7	Allen-Bradley	1489-M1C100	Circuit Breaker, 1-Pole, 10A, C-Curve

PROJECT SUMMARY

Wesa Automation is pleased to provide a proposal for the Riverwood Lift Station Radio Improvement.

Attn: Pat Nugent

Proposal Date: February 8, 2023

Proposal Expiration: 30 days

Proposal Number: A2022-4168826-01

Automation Project

Wesa Automation proposes to provide a project with design, fabrication, engineering, project management, and field support services as described within the following sections.

REFERENCES

The scope of work for this proposal is based upon conversations between Pat Nugent and Cheyenne Meyer.

SCOPE OF WORK

The following encompasses the scope of work to be performed by Wesa Automation:

1. Removal of existing MDS radio.
2. Installation of new cellular radio and VPN end point.
3. Configuration/commissioning/testing of new cellular connection.

EXCLUSIONS

The following exclusions will apply:

1. Configuration of VPN on the plant side of connection.

FIELD SUPPORT SERVICES (FIXED PRICE)

1. Field service time has been included, not to exceed eight (8) straight time and travel hours.
2. The field service inclusion is based on eight-hour workdays within 7 a.m. and 5 p.m. start and end times. Site delays or client requests for additional time in excess of eight hours per day or service outside of normal working hours will likely result in additional cost.
3. Client requests for services outside of the project scope will likely result in additional cost.

4. Additional hours, if needed, will be billed on a time and expense basis. The billing rate for additional standard field automation services is \$XXX/hr.

EXCLUSIONS

1. Any applicable sales taxes, professional fees, or permit and licensing fees are not included.
2. Unless otherwise noted within this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
3. Wesa Automation shall not be liable for indirect loss or damage.
4. Wesa Automation is not responsible for delays to the project caused by manufacturer lead times.
5. Wesa Automation is not responsible for inadequacies of materials and equipment specified and/or supplied by others.
6. Wesa Automation is not responsible for errors or omissions in design by others.

CLARIFICATIONS

1. If a Master Services Agreement or other master agreement (“MSA”) between your company and Wesa Automation is in place, this proposal is subject to and incorporates the MSA, otherwise this proposal is subject to and incorporates Wesa Automation’s Standard Terms and Conditions, which are available at the following location: <https://www.wesaautomation.com/terms-conditions>
2. Equipment and materials supplied are warranted only to the extent that the same are warranted by the manufacturer.
3. Project delays caused by others may result in additional charges.
4. Wesa Automation reserves the right to correct errors or omissions to this proposal prior to contract issuance.
5. If applicable, time and expense services will be provided according to the terms outlined in the current Wesa Automation rate sheet.

TERMS

DELIVERY

Project schedule to be determined to meet end user requirements

TERMS

FOB Wesa Automation, Elgin, IL
Net 30

Fixed Price Milestones:

- 50% receipt of order
- 50% on completion

PRICING SUMMARY

EXCLUDING TAXES

BASE PRICE

DESCRIPTION	PRICE
Field Support Services	\$4,450
Material	\$4,500
TOTAL	\$8,950

THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING ON THIS PROJECT.

Please direct any questions or comments to our attention at the contact information listed below.

Cheyenne Meyer, Senior Automation Engineer
Wesa Automation
Office: 847-695-0775 | Cell: 224-833-0579
cmeyer@wesaautomation.com

END OF CONSENT AGENDA ITEMS



Wilmington Coalition for a Healthy Community

www.wilmington-coalition.org | 815-476-1660 | info@wilmington-coalition.org

PROCLAMATION

Underage Drinking Prevention Day

WHEREAS, The Wilmington Coalition for a Healthy Community (WCHC) has been mobilized to reduce underage drinking by our youth by educating parents and guardians; and

WHEREAS, The Wilmington Coalition for a Healthy Community promotes healthy and safe choices among youth and adults; and

WHEREAS, The Wilmington Coalition for a Healthy Community will mobilize youth and adults to educate the community about underage drinking prevention at a Town Hall Meeting on Thursday, August 24, 2023, at 6 p.m. at Wilmington City Hall, 1165 Water Street, Wilmington.

NOW THEREFORE, IT IS RESOLVED, that I, Mayor Ben Dietz, on behalf of the Wilmington City Council, do hereby encourage residents to support community activities that prevent underage drinking and promote positive youth development. Further, I recognize Thursday, August 24, 2023, as Underage Drinking Prevention Day in Wilmington, Illinois.

Paula Ekstrom, President WCHC

Date

Ben Dietz, Mayor, City of Wilmington

Date






MEMO

Date: August 10, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Department Directors
City Engineer

Re: Motion to Adopt Ordinance 23-08-15-02 Approving An Intergovernmental Agreement with Will County For The Proposed Improvement Of W River Road From Coal City Road To IL Route 53

Budget Impact: \$347,184.00 paid to the County over 5 years which was contemplated in the FY24 Budget

History: The Will County Department of Transportation approached the City last year advising the City that the County will be reconstructing W River Road from Coal City Road to IL Route 53. The project limits span across the City's sidewalks and water lines which the City will have responsibility for replacing.

Staff presented this project to the City Council at a recent meeting and discussion ensued about the need for this project (as the road was recently resurfaced) and the burden of cost on our small city. Staff advised Council that we expressed the same concern to the County Engineer who maintains that this is a priority project for the County and that they were proceeding with the project. They did offer to spread the City's portion of the cost over a period of five (5) years.

Since that time, there has been discussion both internally and with the County regarding the estimated cost for relocation of water lines and reconstruction and/or installation of sidewalks. Those costs are represented in Exhibit A.

Staff Analysis: Staff has reviewed the project geometrics, schedule of costs and intergovernmental agreement before you. Staff respectfully requests your consideration of the same and a motion:

- To Adopt Ordinance 23-08-15-02 an Ordinance approving an intergovernmental agreement with Will County for the proposed improvement of W River Road from Coal City Road to IL Route 53.

ORDINANCE NO. 23-08-15-02

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY OF WILMINGTON
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
FOR THE PROPOSED IMPROVEMENT OF W RIVER ROAD FROM
COAL CITY ROAD TO IL ROUTE 53 IN THE COUNTY OF WILL**

WHEREAS, Article 7, Section 10 of the Constitution of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) (hereinafter referred to as the “Act”) authorizes public agencies to exercise powers jointly with any other public agency; and

WHEREAS, for purposes of the Act, the City of Wilmington (“City”) and County of Will are both public agencies; and

WHEREAS, the City and County of Will control and maintain roads, ditches, drainage, sidewalks, and associated infrastructure; and

WHEREAS, the City and County of Will, in the spirit of intergovernmental cooperation and pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into the Intergovernmental Agreement for the Proposed Improvement of W River Road from Coal City Road to IL Route 53 in the County of Will (“Agreement”), attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: AGREEMENT APPROVED

That the INTERGOVERNMENTAL AGREEMENT FOR THE PROPOSED IMPROVEMENT OF W RIVER ROAD FROM COAL CITY ROAD TO IL ROUTE 53 IN THE COUNTY OF WILL, attached hereto as Exhibit A, (“Agreement”) is hereby approved, the Mayor is directed to execute the Agreement, and the Deputy City Clerk is directed to attest the Mayor’s signature on the Agreement.

SECTION 2: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 3: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: EFFECTIVE DATE

That this Ordinance shall be in full force and effect after its adoption and approval, as provided by law.

PASSED this ____ day of _____, 2023 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this ____ day of _____, 2023

Ben Dietz, Mayor

Attest:

Deputy City Clerk

Exhibit A

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROPOSED IMPROVEMENT OF W RIVER ROAD FROM
COAL CITY ROAD TO IL ROUTE 53 IN THE COUNTY OF WILL**

**INTERGOVERNMENTAL AGREEMENT FOR THE PROPOSED
IMPROVEMENT OF W RIVER ROAD FROM COAL CITY ROAD TO IL
ROUTE 53 IN THE COUNTY OF WILL**

WHEREAS, the City of Wilmington is a Municipal Corporation situated in Will County, (hereinafter referred to as “CITY”) under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the exercise of this agreement; and

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and provide safety to the motoring public, is desirous of improving W River Road (County Highway 26) from Coal City Road to IL Route 53 (the “Project”). The Project provides for roadway widening, channelization of W River Road at IL Route 53, drainage improvements, and pedestrian facilities. The Project will be constructed as County Section: 20-00174-06-PV (hereinafter referred to as the “Project Plans”); and

WHEREAS, W River Road (County Highway 26) from Coal City Road to IL Route 53 is currently under the jurisdiction of the COUNTY; and

WHEREAS, the COUNTY and the CITY have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the maintenance and cost of the Concrete Sidewalk and Water Main Relocations depicted on the Project Plans (hereinafter referred to as the “Improvements”); and

WHEREAS, the COUNTY and the CITY have agreed that the Concrete Sidewalk costs will be split up based on Exhibit “B”; and

WHEREAS, the COUNTY and the CITY have agreed that the CITY will be responsible for Water Main Relocation costs associated with the water main located south of Kerry Lane and on the west side of W River Road, and the COUNTY will be responsible

for the Water Main Relocation costs associated with water main located north of Meadowood Lane as depicted in the Project Plans.

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and CITY agree as follows:

1. The above Recitals are substantive and are incorporated herein by reference as if fully set forth in this paragraph 1.
2. The COUNTY shall construct the Improvements in accordance with COUNTY and CITY Specifications, as depicted on the Project Plans. The COUNTY shall be financially responsible for the Improvements except that the CITY shall be financially responsible for a portion of the Improvements as set forth in Exhibit A and as depicted in Exhibit B of this Agreement.
3. The CITY shall at its sole expense be responsible for all future costs and maintenance of the Improvements.
4. The CITY agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgments, damages or awards arising from this agreement and/or the maintenance or use of the Improvements, including reasonable attorneys' fees and court costs, but not including liability, actions, claims, judgments, damages or awards resulting from the negligence or intentional misconduct of the COUNTY, its officials, employees, agents or contractors.
5. Upon award of the contract for the Improvements, the COUNTY will invoice the CITY for 20% of CITY's share as outlined in Exhibit "A". One year from the date of initial payment, the CITY will pay its second of five annual, equal installments to the COUNTY for the remaining costs for the Improvements set forth in Exhibit A. The final payment will consist of the remaining balance. Upon completion of the improvement and final inspection by the CITY and the Will County Division of Transportation, the CITY and the COUNTY will agree on the final actual amount owed to the COUNTY based on the final bid unit prices and actual quantities.
6. This document shall be the final embodiment of the Agreement by and between the COUNTY and CITY. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper approvals of the COUNTY and the CITY.
7. All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed

and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof.

8. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
9. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois and shall be governed by the laws of the State of Illinois irrespective of choice of law considerations.
10. Any notices under this Agreement shall be sent as follows:

If to the COUNTY:

Will County Director of Transportation/
County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, Illinois 60433

Will County State's Attorney
121 North Chicago Street
Joliet, Illinois 60432

If to the CITY:

City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Mahoney, Silverman & Cross
Bryan M. Wellner
822 N. 129th Infantry Dr.,
Suite 100
Joliet, IL 60435

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

Dated at Joliet, Illinois this ____ day of _____, 20__.

ATTEST:

By _____
Lauren Staley-Ferry
Will County Clerk

By _____
Jennifer Bertino-Tarrant
Will County Executive

(Seal)

Dated at Wilmington, Illinois, this ____ day of _____, 20__.

ATTEST:

By _____
Joie Ziller
Deputy City Clerk

Ben Dietz
Mayor of the City of Wilmington

(Seal)

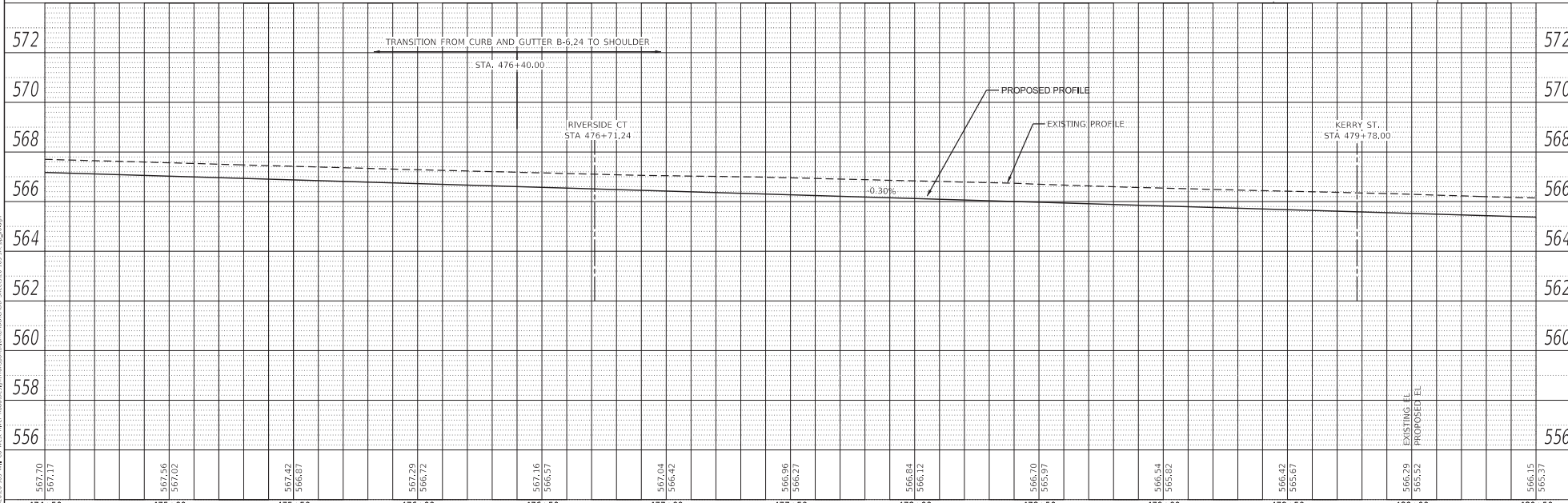
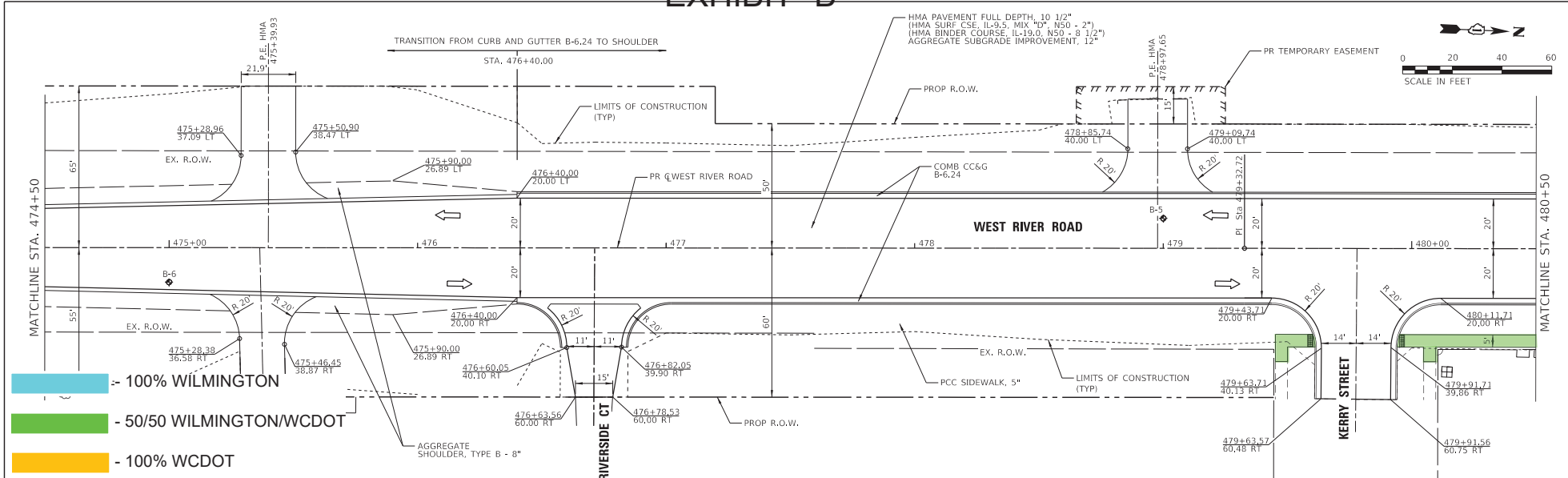
EXHIBIT "A"

	CITY OF WILMINGTON COSTS	
WATER MAIN ¹	\$	303,775.00
SIDEWALK ²	\$	43,409.00
CITY TOTAL	\$	347,184.00

<p>¹ COST IS ONLY ASSOCIATED WITH OLDER WATER MAIN LOCATED SOUTH OF KERRY LANE AND ON THE WEST SIDE OF W RIVER ROAD</p> <p>² NEW SIDEWALK COST ALONG DEVELOPED PROPERTY SPLIT 50/50. EXISTING SIDEWALK BEING REMOVED AND REPLACED COST 100% COUNTY.</p>

INITIAL 20%	\$	69,436.80
-------------	----	-----------

EXHIBIT "B"



567.70 567.17	567.56 567.02	567.42 566.87	567.29 566.72	567.16 566.57	567.01 566.42	566.96 566.27	566.84 566.12	566.70 565.97	566.54 565.82	566.42 565.67	566.29 565.52	566.15 565.37
474+50	475+00	475+50	476+00	476+50	477+00	477+50	478+00	478+50	479+00	479+50	480+00	480+50



USER NAME	DESIGNED	REVISED
DRAWN	CHECKED	REVISED
DATE		

WILL COUNTY
DEPARTMENT OF TRANSPORTATION

WEST RIVER ROAD
ROADWAY PLANS AND PROFILES

SCALE: H=1"=20' V: 1"=2' SHEET 6 OF 11 SHEETS STA. TO STA.

F.A. SITE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	20-00174-06-PV	WILL	138	39

DATE	BY	REVISION

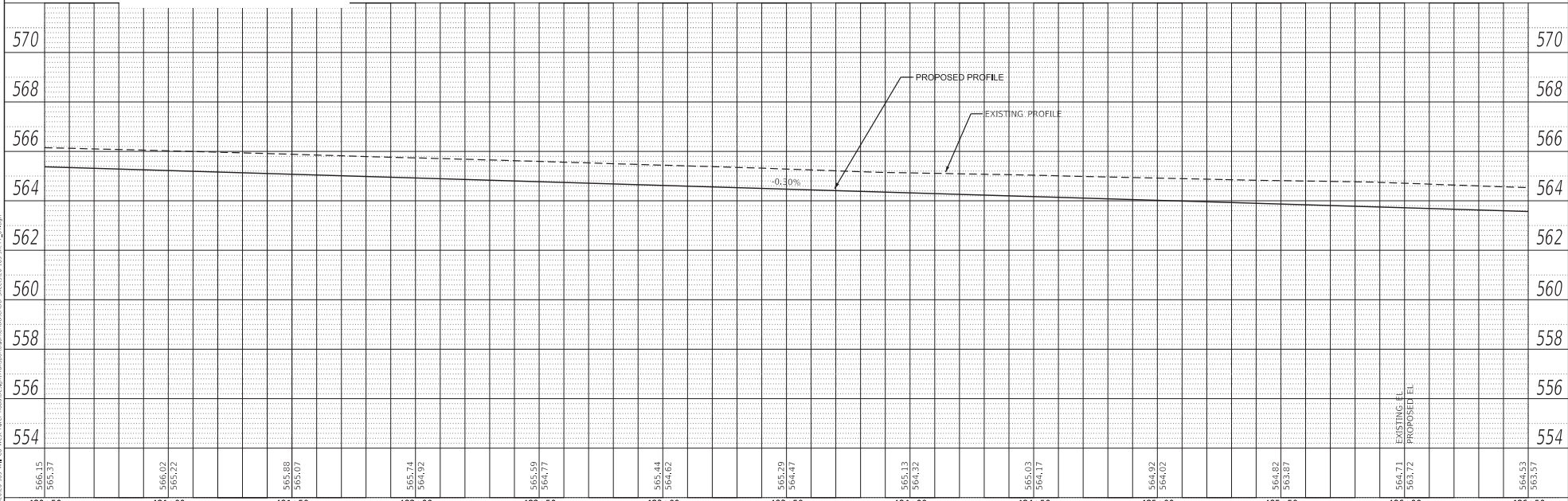
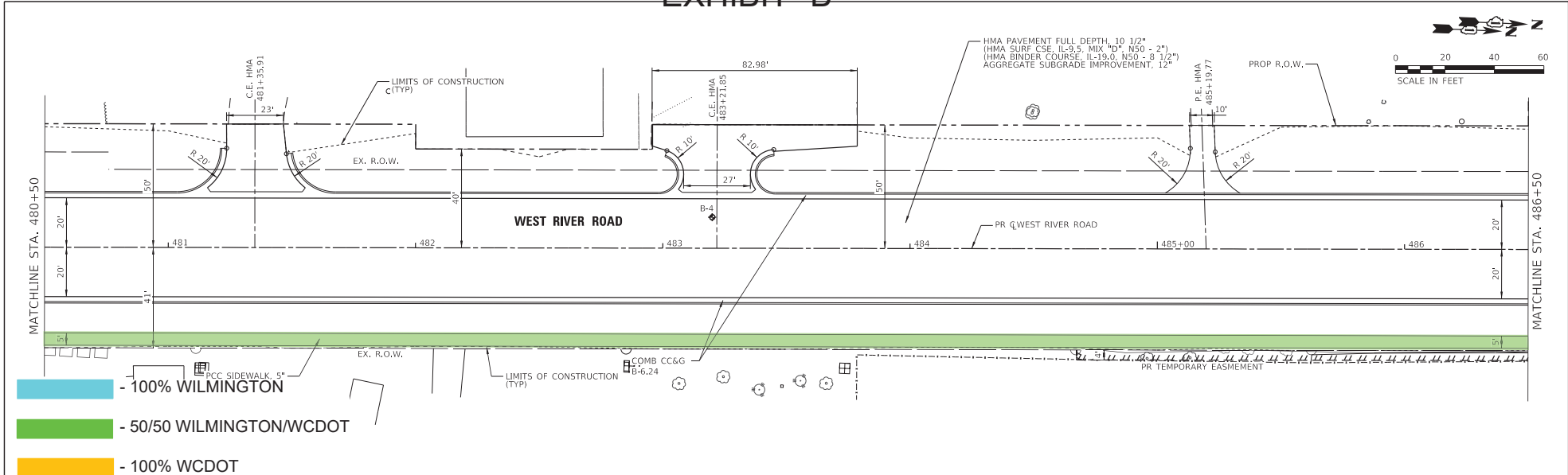
DATE	BY	REVISION

PROJECT: 20-00174-06-PV, Will Co. West River Road Roadway Plans and Profiles, CDOT/CAD/CADD/336023241/20240606_0640

EXHIBIT "B"

DATE	
BY	
PROJECT	
LOCATION	
SCALE	
DATE	
BY	
PROJECT	
LOCATION	
SCALE	
DATE	
BY	

DATE	
BY	
PROJECT	
LOCATION	
SCALE	
DATE	
BY	
PROJECT	
LOCATION	
SCALE	
DATE	
BY	



	USER NAME	DESIGNED	REVISED	WILL COUNTY DEPARTMENT OF TRANSPORTATION	WEST RIVER ROAD ROADWAY PLANS AND PROFILES		F.A. SITE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	USER NAME: jhans PLOT SCALE: 40,0000 * 1/8" PLOT DATE: 7/6/2022	DRAWN	REVISED		REVISED	20-00174-06-PV	WILL	138	40		
SCALE: H: 1"=20' V: 1"=2' SHEET 7 OF 11 SHEETS STA. TO STA. ILLINOIS FED. AID PROJECT											

