



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

**Agenda - Regular City Council Meeting
Wilmington City Hall - Council Chambers
August 1, 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. OPEN PUBLIC HEARING

1. First Amendment to Annexation Agreement – Love’s Travel Stops

C. CLOSE PUBLIC HEARING

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

E. 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 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

F. MAYOR’S REPORT

1. Administer the Oath of Office to Michael Whitney, Wilmington Police Officer

G. ORDER OF BUSINESS

1. Consideration to 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.
2. Consideration 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
3. Consideration to Approve 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
4. Consideration 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 to exceeding \$5,171

H. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

*Posting Date:
7/28/2023 2:25 PM jz*

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

I. ALDERMEN COMMENTS

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

J. 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)]

K. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

L. 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 August 15, 2023.

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS .} Ss.
County of Will,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the **The Free Press Advocate**

The Free Press Advocate is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

City of Wilmington to hold hearing on amended agreement for Love's Travel Center

a true copy of which is attached, was published one times in **The Free Press Advocate**, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on July 12, 2023, and the last publication of the notice was made in the newspaper dated and published on July 12, 2023. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D. Fisher**, its publisher, at Wilmington, Illinois, on July 12, 2023.

Free Press Newspapers

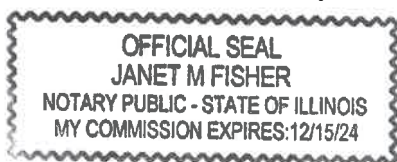
By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 104.00

Given under my hand on July 12, 2023

Janet M. Fisher

Janet M. Fisher, Notary Public



City of Wilmington to hold hearing on amended agreement for Love's Travel Center

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING ON FIRST AMENDED ANNEXATION AGREEMENT WILMINGTON CITY COUNCIL, WILMINGTON, ILLINOIS

On August 1, 2023, at 7:00 p.m., a public hearing will be held by the Mayor and City Council of the City of Wilmington at City Hall located at 1165 S. Water Street, Wilmington, IL, for the purpose of considering and hearing testimony as to an ordinance annexing certain property and authorizing the execution of a first amended annexation agreement in regard to the annexation to the City of Wilmington, Illinois, of a tract of property comprising approximately 34.605 acres of land generally described by as follows:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 01 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 44 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 744.91 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 41 SECONDS WEST, 517.66 FEET; THENCE SOUTHWESTERLY 30.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET (CHORD BEARS SOUTH 62 DEGREES 41 MINUTES 25 SECONDS WEST, 29.87 FEET) TO A POINT OF REVERSE CURVE; THENCE NORTH-WESTERLY 294.76 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 85.50 FEET (CHORD BEARS NORTH 44 DEGREES 12 MINUTES 08 SECONDS WEST, 169.00 FEET); THENCE SOUTH 88 DEGREES 24 MINUTES 12 SECONDS WEST, 1548.80 FEET TO A POINT ON THE EAST LINE OF THE GULF, MOBILE, & OHIO RAILROAD RIGHT OF WAY; THENCE NORTH 06 DEGREES 52 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF THE GULF, MOBILE & OHIO RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 695.39 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 07 SECONDS EAST, 2104.17 FEET TO THE POINT OF BEGINNING. IN WILL COUNTY, ILLINOIS.
PIN #03-17-24-400-007-0000

An accurate map of the subject property proposed to be annexed to the City and the form of the proposed annexation agreement are on file with the City Clerk.

You are further notified that the proposed annexation agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

All persons interested in attending are invited to do so and will be given an opportunity to be heard. Additional information on such application can be obtained from the City of Wilmington Deputy City Clerk at 1165 S. Water Street, Wilmington, IL (815) 476-2175.

By order of the Corporate Authorities of the City of Wilmington, Will County, Illinois
/s/ Joie Ziller
Deputy City Clerk
Published in the Free Press Advocate on Wednesday, July 12, 2023.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
JULY 18, 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, Todd Holmes and Thomas Smith. 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.

CITIZENS COMMENT

Marney Simon questioned if the public hearing process related to the passage of the fiscal year 2024 budget was done properly. It was confirmed that a public hearing was held at the June 20, 2023 City Council meeting however the press did not receive budget documents at said meeting. Attorney Wellner recommended that the notice be republished for a future meeting and that the ordinance be passed at the same meeting as the public hearing.

CONSENT AGENDA

1. Approval of the Regular Meeting Minutes July 5, 2023
2. Approval of the Accounts Payable Report
3. Approval of Ordinance 23-07-18-02, An Ordinance Amending Title XI Business Regulations Regarding Fees for Certain Business Licenses, Repealing Certain Articles and Chapters, and Renumbering Certain Articles and Chapters
4. Approval of Ordinance 23-07-18-03, An Ordinance of the City of Wilmington Amending Its Liquor License Ordinances to Include a Class J Liquor License Permitting the Sale of Alcoholic Liquor on Premises for Live Events at Movie Theater Establishments
5. Approve Gaskill & Walton Construction Company Proposal to Rehabilitate North Island Lift Station for a cost of \$289,000
6. Approve the Purchase of 2,500 gallons of Aluminum Sulfate from Alexander Chemical Corp for a total cost of \$5,522.10
7. Approve the KDI Diving Invoice for a total of \$9,256

Aldersperson Kirwin made a motion and Aldersperson Jeffries seconded to approve the Consent Agenda for the July 18, 2023 City Council meeting as presented

Upon roll call, the vote was:

AYES: 8 Kirwin, Jeffries, Knight, Mietzner, Allred, Smith, Vice, Holmes

NAYS: 0

The motion carried.

MAYOR'S REPORT

Mayor Dietz announced that Catfish Days is this weekend-enjoy! Mayor Dietz provided an update on the ComEd Grant related to crosswalks on RT 53.

ORDER OF BUSINESS

1. Item E.1., Approve Ordinance No. 23-07-18-01, An Ordinance Appropriating for All Corporate Purposes for the City of Wilmington for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024 was removed from the agenda

2. Alderperson Vice made a motion and Alderperson Jeffries seconded to Approve and Authorize the Execution of the Signage Easement Agreement with Kenneth W Frey at 102 S. Water Street

Upon roll call, the vote was:

AYES: 8 Vice, Allred, Mietzner, Smith, Jeffries, Kirwin, Knight, Holmes

NAYS: 0

The motion carried.

3. Alderperson Holmes made a motion and Alderperson Kirwin seconded to Approve the quote from New Era Spreading, Inc. for the lime removal project at the Water Treatment Plant

Upon roll call, the vote was:

AYES: 8 Vice, Allred, Mietzner, Smith, Jeffries, Kirwin, Knight, Holmes

NAYS: 0

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

Alderperson Kirwin – requested that any important City information posted on social media also be emailed to the elected officials as he does not have social media account. The speed show is taking place this weekend at the ski lake in Water's Edge.

Alderperson Vice – No Comment

Alderperson Allred – No Comment

Alderperson Holmes – No Comment

Alderperson Jeffries – No Comment

Alderperson Knight – No Comment

Alderperson Mietzner – No Comment

Alderperson Smith – No Comment

EXECUTIVE SESSION

Alderperson Allred made a motion and Alderperson Vice seconded to go into Executive Session at 7:14 PM to discuss Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)]

Upon roll call, the vote was:

AYES: 8 Allred, Mietzner, Knight, Kirwin, Jeffries, Smith, Vice, Holmes

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Knight seconded to close Executive Session at 7:29 PM

Upon roll call, the vote was:

AYES: 8 Allred, Mietzner, Kirwin, Jeffries, Smith, Vice, Knight, Holmes

NAYS: 0

The motion carried.

POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

No action taken

ADJOURNMENT

The motion to adjourn the meeting was made by Aldersperson Mietzner and seconded by Aldersperson Knight. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on July 18, 2023, adjourned at 7:29 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



City of Wilmington Police Department

Adam Zink, Chief of Police

To: Mayor Dietz and Wilmington City Council

From: Chief Adam Zink

Date: 17 July 2023

Re: Hiring Officers

As you all know, we are still operating at an extremely low staffing level, due to the recent retirements, sick/injury leaves, and the resignation of our last recruit. For that reason, I am requesting council approval to continue our aggressive hiring efforts.

At this time, we have (2) academy spots secured for the MCLETC class starting September 5th, and another (2) for the class starting in January. With your approval, I would like to have the first officer sworn in during our August 1st council meeting, the second officer on August 15th, and the next two later in the year.

We currently have one accepted offer of employment, and should have the other completed before the end of the month. I will provide details on each candidate for your review prior to their swearing in.


Thanks for your consideration in this matter.



MEMO

Date: July 27, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Bryan Wellner, City Counsel

Re: Consideration to Approve and Authorize an Ordinance Amending the Love's Travel Stop and Country Store Annexation Agreement

ACTION REQUESTED

Motion approving and authorizing the first amendment to the Love's Travel Stop and Country Store Annexation Agreement

BACKGROUND

On November 15, 2022, Love's Travel Stop and Country Store appeared before City Council requesting approval of an ordinance authorizing the development of a travel center, convenience store and quick service restaurant. The ordinance was approved.

Subsequently, it was determined that there was a scrivener's error relative to the access drive legal description from IL State Route 53 to the development. The plan itself and the drawings were accurate.

DISCUSSION

Love's is before you now requesting an amendment to their annexation agreement which clarifies those boundaries (see attached plat).

ORDINANCE NO. 23-08-01-01

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.

WHEREAS, the City of Wilmington (hereinafter the “City) and Love's Travel Stops & Country Stores, Inc. (hereinafter “Love’s”) entered into a certain Annexation Agreement approved by the City’s Ordinance No. 22-11-15-01 on November 15, 2022, executed on November 18, 2022, and recorded with the Office of the Recorder of Will County Illinois on December 7, 2022 as Document No. R2022085600 (hereinafter referred to as the “Initial Agreement”); and

WHEREAS, the City and Love’s (hereinafter collectively referred to as the “Parties”) have determined that it is in the best interest of the Parties to amend the Initial Agreement as set forth herein, to clarify the property to be annexed to the City of Wilmington; and

WHEREAS, the Parties desire to enter into the First Amended Annexation Agreement, attached hereto as Exhibit 1, pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et. al.); and

WHEREAS, on July 12, 2023, the City published a notice regarding a public hearing relative to the First Amended Annexation Agreement, a copy of said notice is attached hereto as Exhibit 2; and

WHEREAS, Love’s posted notice on its property and notified adjacent property owners of the aforementioned public hearing;

WHEREAS, a public hearing was held by City Council on August 1, 2023; and

WHEREAS, Love's is willing and able to enter into the First Amended Annexation Agreement and fulfill the obligations thereunder; and

WHEREAS, the statutory provisions of 65 ILCS 5/11-15.1-1 *et seq.* for execution of the First Amended Annexation Agreement have been fully complied with; and

WHEREAS, the City of Wilmington, after due and careful consideration, finds that the annexation and development of the Property, upon the terms and conditions set forth herein and in the Initial Agreement, would further the growth of the City and is in the interest of health, safety, and welfare for the citizens of the City; and

WHEREAS, by an affirmative vote of at least two-thirds of the then existing corporate authorities of the City of Wilmington, an ordinance shall be adopted authorizing the execution of this First Amended Annexation Agreement.

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

SECTION 1. INCORPORATION OF RECITALS

The above recitals and all exhibits referred to in this Ordinance are incorporated herein.

SECTION 2. ANNEXATION

The territory described in Section 2.1 to Exhibit 1 and portrayed in Section 2.2 to Exhibit 1, attached hereto and incorporated herein as if set forth in its entirety, together with adjacent road rights of way is hereby annexed to the City of Wilmington, Will County, Illinois. An accurate Plat of Annexation of the territory is attached hereto in Section 2.2 to Exhibit 1.

SECTION 3: FIRST AMENDED ANNEXATION AGREEMENT

The First Amended Annexation Agreement in substantially the form of Exhibit 1 is hereby approved, and the Mayor and Deputy City Clerk are hereby authorized and directed to

execute the Annexation Agreement on behalf of the City.

SECTION 4. ANNEXATION TO BE RECORDED AND FILED

Love's shall record with the Office of the Will County Recorder of Deeds and to file with the Will County Clerk a certified copy of this Ordinance together with exhibits showing an accurate map of the territory annexed within the time required by law.

SECTION 5: CLERK TO NOTIFY ENTITIES

Within thirty (30) days after this Ordinance is passed, the City Clerk shall notify in writing by certified mail the Will County election authorities and the post office branch serving the territory.

SECTION 6: 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 7: REPEALER

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

SECTION 8: EFFECTIVE DATE

This Ordinance shall be in full force and effect thirty (30) days from and after its passage, approval and publication 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 _____
Dennis Vice _____
Leslie Allred _____
Todd Holmes _____

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

Approved this _____ day of _____, 2023.

Ben Dietz, Mayor

Attest:

Deputy City Clerk

EXHIBIT 1

FIRST AMENDED ANNEXATION AGREEMENT
BY AND AMONG THE CITY OF WILMINGTON AND
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

THIS FIRST AMENDED ANNEXATION AGREEMENT, is made and entered into this ____ day of _____, 2023, between the City of Wilmington, Illinois, a Municipal Corporation of the County of Will in the State of Illinois, (the “City”) and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation (“Love's”).

RECITALS:

WHEREAS, the City and Love’s entered into a certain Annexation Agreement dated November 18, 2022 which was recorded with the Office of the Recorder of Will County Illinois on December 7, 2022 as Document No. R2022085600 (hereinafter referred to as the “Initial Agreement”); and

WHEREAS, the City and Love’s (hereinafter collectively referred to as the “Parties”) have determined that it is in the best interest of the Parties to amend the Initial Agreement as set forth herein, to clarify the property to be annexed to the City of Wilmington; and

WHEREAS, the Parties desire to enter into this First Amended Annexation Agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et. al.*); and

WHEREAS, after required public notices were published, posted, and sent in accordance with the Illinois Municipal Code and City of Wilmington ordinances, a public hearing on this First Amended Annexation Agreement was held by the City Council for the City of Wilmington on August 1, 2023; and

WHEREAS, the City of Wilmington, after due and careful consideration, finds that the annexation and development of the Property, upon the terms and conditions set forth herein and in the Initial Agreement, would further the growth of the City and is in the interest of health, safety, and welfare for the citizens of the City; and

WHEREAS, by an affirmative vote of at least two-thirds of the then existing corporate authorities of the City of Wilmington, an ordinance was adopted authorizing the execution of this First Amended Annexation Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

1. RECITALS. The Recitals are hereby incorporated in and expressly made a part of this First Amended Annexation Agreement.

2. AMENDMENTS. The Initial Agreement is hereby amended as follows:

2.1 Amendment One

Exhibit A “Legal Description” is hereby amended to read as follows:

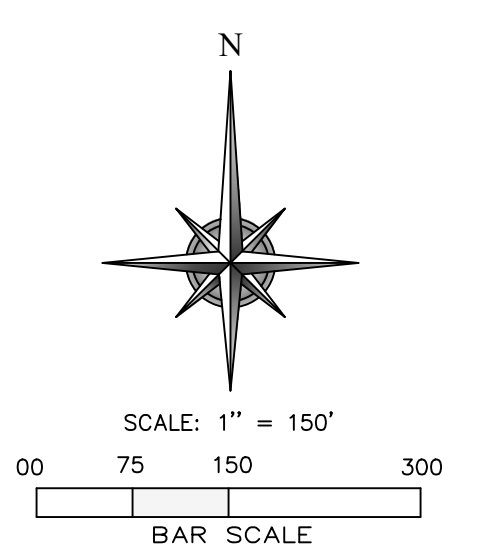
METES & BOUNDS PROPERTY DESCRIPTION (PROPOSED LOT 1)
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 01 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 44 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 744.91 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 41 SECONDS WEST, 517.66 FEET; THENCE SOUTHWESTERLY 30.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET (CHORD BEARS SOUTH 62 DEGREES 41 MINUTES 25 SECONDS WEST, 29.87 FEET) TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 294.76 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 85.50 FEET (CHORD BEARS NORTH 44 DEGREES 12 MINUTES 08 SECONDS WEST, 169.00 FEET); THENCE SOUTH 88 DEGREES 24 MINUTES 12 SECONDS WEST, 1548.80 FEET TO A POINT ON THE EAST LINE OF THE GULF, MOBILE, & OHIO RAILROAD RIGHT OF WAY; THENCE NORTH 06 DEGREES 52 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF THE GULF, MOBILE & OHIO RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 695.39 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 07 SECONDS EAST, 2104.17 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.
CONTAINING 34.605 ACRES (1,507,389 SQ. FT) OF WHICH 1.192 ACRES (51,909 SQ. FT) HAS BEEN PREVIOUS DEDICATED OR USED FOR ROADWAY PURPOSES

2.2 Amendment Two

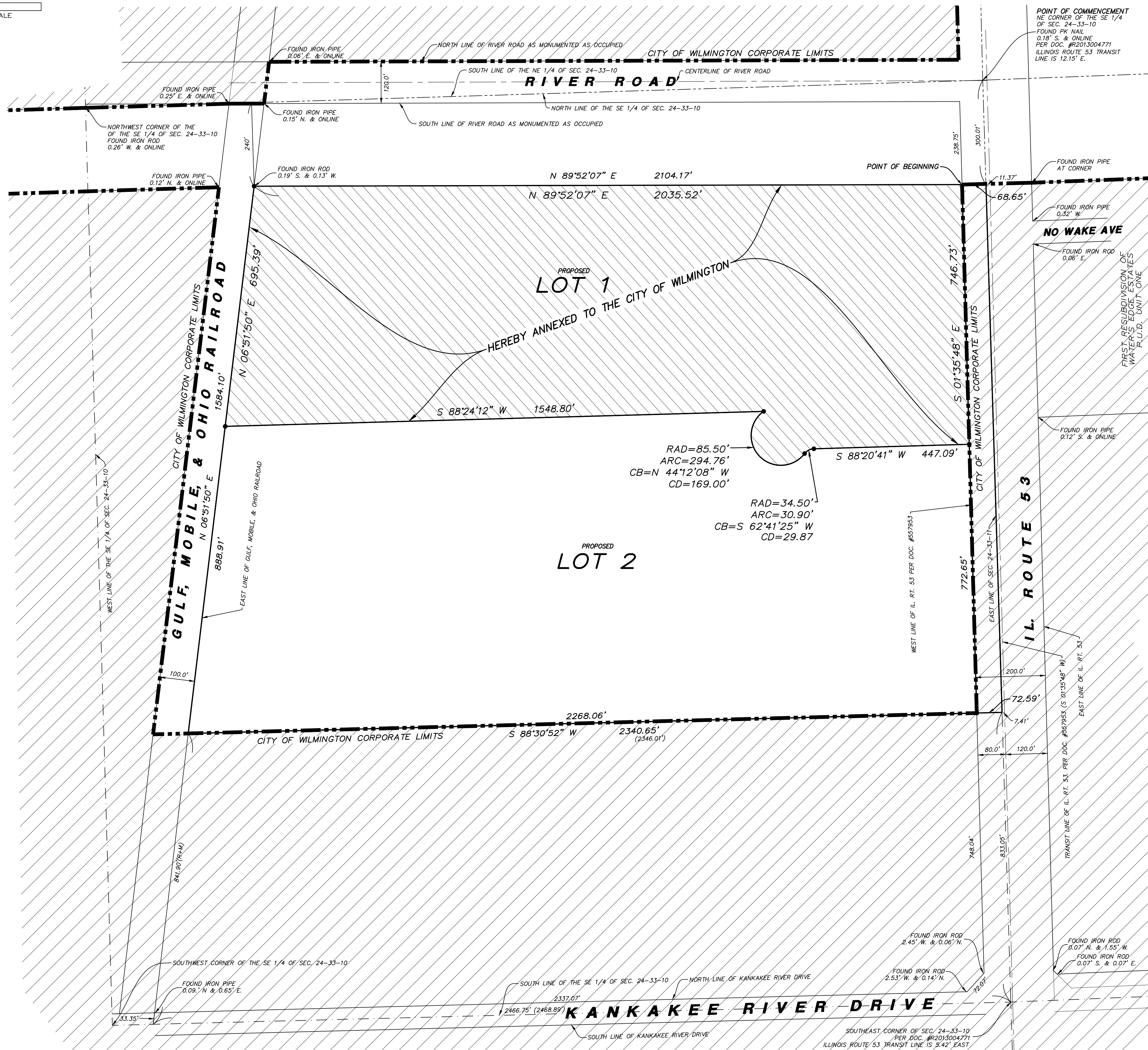
Exhibit B “Plat of Annexation” is hereby amended to the following attachment entitled “Plat of Annexation”.

PLAT OF ANNEXATION

PERMANENT INDEX NUMBER (P.I.N. #):
PART OF 03-17-24-400-007



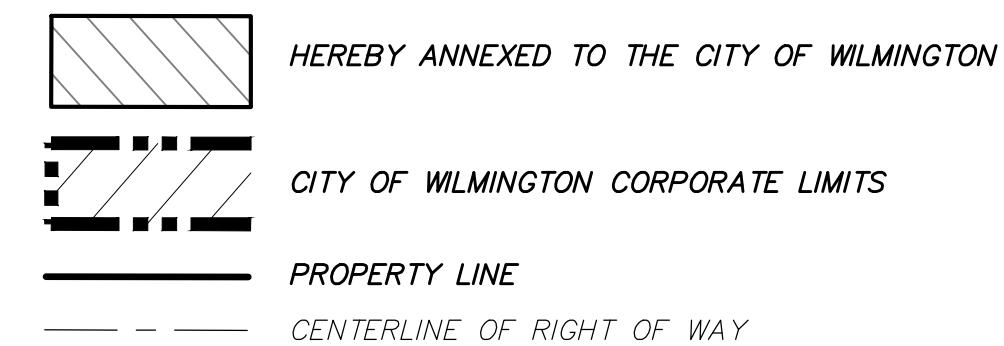
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CONTAINING 33.413 ACRES (1,455,480 SQUARE FEET).



NOTES:

1. PERMANENT INDEX NUMBER (P.I.N. #): PART OF 03-17-24-400-007
2. PROPERTY AREA: 33.413 ACRES (1,455,480 SQUARE FEET).
3. CORPORATE LIMITS SHOWN ARE BASED ON THE CITY OF WILMINGTON ZONING MAP
4. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
5. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

LEGEND



STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, FRANJO I. MATIČIĆ, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3556, HAVE PREPARED THIS PLAT FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE OF ANNEXATION TO THE CITY OF WILMINGTON, ILLINOIS, AS SHOWN BY THE PLAT HEREON DRAWN. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER OUR HAND AND SEAL THIS 8th DAY OF DECEMBER A.D. 2022 AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP, LLC

Franjo I. Matić
FRANJO I. MATIČIĆ, PLS #035-003556 EXPIRES 11/30/2024
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015



12/6/22 ISSUED FOR REVIEW
12/8/22 REVISED & RE-ISSUED FOR REVIEW

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
 Engineering with Precision, Pace and Passion.
 2075 Pratum Avenue Hoffman Estates, IL 60192
 T: 224.290.6533 F: 224.293.6444
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WT Group
 Engineering • Design • Consulting

LOVES WILMINGTON
 ILLINOIS ROUTE 53 (AT RIVER ROAD)
 WILMINGTON, ILLINOIS

ISSUE
 TO _____ DATE _____
 CLIENT 12/8/22
 CLIENT 12/8/22

CHECK: FIM
 DRAWN: MWO
 JOB: 20024235
ANX-1
 SHEET 1 OF 1
 PLAT OF ANNEXATION

2.3 Amendment Three

Section 5.12 is hereby amended as follows with deletions signified by “~~strikethrough~~”:

5.12 Future Development, Signalization, and Intersection Improvements. Upon the one-time request of the City or at the 10th anniversary of Love’s certificate of occupancy, whichever occurs first, Love’s shall financially provide for a traffic study to be completed by a firm at the choice of the City to determine the need for a signalized intersection of Route 53 and the Road. Upon determining the need for a signalized intersection at any time, Love’s shall be financially responsible for the City’s share of the costs to construct traffic signalization, interconnection of the signals to other Route 53 signals, and any other necessary intersection improvements, and shall initiate permitting and construction by no more than two (2) years after the date on which the need for such signalization is determined. Notwithstanding anything to the contrary in this Section 5.12, in the event any traffic study is required by the City in connection with, or arising out of the potential use of, any development or proposed development of any other parcel other than the Love’s Property, Love’s and any other developer or owner of such other parcel(s) shall be proportionally responsible for the cost of such traffic study, ~~and Love’s shall not have any liability therefor.~~

3. GENERAL PROVISIONS.

3.1 Except as modified by this First Amended Annexation Agreement, the provisions of the Initial Agreement shall remain in full force and effect.

3.2 This First Amended Annexation Agreement shall bind and inure to the benefit of the heirs, successors, and assigns of the Parties.

3.3 This First Amended Annexation Agreement, when recorded, constitutes a covenant running with the land and is binding on and inures to the benefits of the Parties, all grantees, successors, and assigns.

3.4 Within thirty (30) days after its execution, this First Amended Annexation Agreement shall be recorded at the sole cost and expense of Love’s, in the Office of the Recorder of Will County, Illinois.

3.5 If any provisions of this First Amended Annexation Agreement is found by a court of law to be in violation of any applicable local, State, or Federal law, ordinance or regulation, and if a court of competent jurisdiction

should declare any provision to be illegal, void, or unenforceable, then it is the intent of the Parties that the remainder of this First Amended Annexation Agreement and the Initial Agreement shall be construed as if such illegal, void, or unenforceable provision was not contained herein and that the rights and obligations of the Parties hereunder shall continue in full force and effect.

3.6 This First Amended Annexation Agreement may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES AND NOTARIZATION APPEAR ON NEXT PAGES]

IN WITNESS WHEREOF, the City Council of the City of Wilmington, Illinois and Love's set their hands and seals and have caused this instrument to be executed by all on the date and year set forth above.

CITY OF WILMINGTON:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF WILMINGTON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and the City Clerk of the **CITY OF WILMINGTON**, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

EXHIBIT 2
Public Hearing Notice

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS) Ss.
County of Will,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the The Free Press Advocate

The Free Press Advocate is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

**City of Wilmington to hold hearing
on amended agreement for
Love's Travel Center**

a true copy of which is attached, was published one times in The Free Press Advocate, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on July 12, 2023, and the last publication of the notice was made in the newspaper dated and published on July 12, 2023. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D. Fisher**, its publisher, at Wilmington, Illinois, on July 12, 2023.

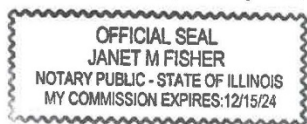
Free Press Newspapers

By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 104.00

Given under my hand on July 12, 2023

Janet M. Fisher
Janet M. Fisher, Notary Public



*City of Wilmington to hold hearing
on amended agreement for Love's Travel Center*

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING ON FIRST AMENDED ANNEXATION AGREEMENT
WILMINGTON CITY COUNCIL, WILMINGTON, ILLINOIS

On August 1, 2023, at 7:00 p.m., a public hearing will be held by the Mayor and City Council of the City of Wilmington at City Hall located at 1165 S. Water Street, Wilmington, IL, for the purpose of considering and hearing testimony as to an ordinance annexing certain property and authorizing the execution of a first amended annexation agreement in regard to the annexation to the City of Wilmington, Illinois, of a tract of property comprising approximately 34.605 acres of land generally described by as follows:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 01 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 44 MINUTES 46 SECONDS EAST ALONG SAID EAST LINE, 744.91 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 41 SECONDS WEST, 517.66 FEET; THENCE SOUTHWESTERLY 30.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 34.50 FEET (CHORD BEARS SOUTH 62 DEGREES 41 MINUTES 25 SECONDS WEST, 29.87 FEET) TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 294.76 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 85.50 FEET (CHORD BEARS NORTH 44 DEGREES 12 MINUTES 08 SECONDS WEST, 169.00 FEET); THENCE SOUTH 88 DEGREES 24 MINUTES 52 SECONDS WEST, 1548.80 FEET TO A POINT ON THE EAST LINE OF THE GULF, MOBILE, & OHIO RAILROAD RIGHT OF WAY; THENCE NORTH 06 DEGREES 04 SECONDS EAST ALONG THE EAST LINE OF THE GULF, MOBILE & OHIO RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 695.39 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 07 SECONDS EAST, 2104.17 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PIN #03-17-24-400-007-0000

An accurate map of the subject property proposed to be annexed to the City and the form of the proposed annexation agreement are on file with the City Clerk.

You are further notified that the proposed annexation agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

All persons interested in attending are invited to do so and will be given an opportunity to be heard. Additional information on such application can be obtained from the City of Wilmington Deputy City Clerk at 1165 S. Water Street, Wilmington, IL (815) 476-2175.

By order of the Corporate Authorities of the City of Wilmington, Will County, Illinois
/s/ Joie Ziller
Deputy City Clerk

Published in the Free Press Advocate on Wednesday, July 12, 2023.



MEMO

Date: August 1, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Lead Service Line Grant Inventory

Budget Impact: Total Impact of \$44,000.
\$40,000 will be reimbursed by the IEPA Lead Service Inventory Grant.
The City will incur \$4,000 charged to line item 02-17-6337 Water Capital Professional Fees-Consulting

Request: Approve the Public Works Director to execute the Lead Service Inventory Grant between the Illinois Environmental Protection Agency and the City of Wilmington.

Discussion: In January 2022, the State of Illinois passed the Lead Service Line Replacement and Notification Act (LSLRNA). The first purpose of the LSLRNA requires owners and operators of community water supplies to deliver a complete water service line material inventory to the Illinois Environmental Protection Agency (IEPA). The material inventory database must include the water service line material composition on the public side (City-owned) and the private side (resident owned) as well as a plan to replace any lead water service line.

On April 15, 2024 our complete service line material inventory is due to the IEPA. City staff has been working on creating this inventory for the last several years — scouring old records as well as documenting service material on all customer service calls. This has allowed us to establish a baseline for our inventory. Although this has given us a great start to our inventory, it still leaves over 500 services of which the material is unknown. In addition to this, staff has found on older homes, when the customer's side of the service line is

copper, it is still lead on the City-owned portion. This grant the City has been awarded will greatly help with the costs associated with inspecting the remaining 500 homes services as well as potholing to identify lead on the City-owned side of the service.

Customer Service Side Material:		
Material	#	Percentage
Total:	2436	100%
Copper	1850	76%
Plastic	22	1%
Steel	28	1%
Galvanized	2	0%
Lead	9	0%
Unknown	525	22%

Motion: **Approve the Public Works Director to execute the Lead Service Inventory Grant between the Illinois Environmental Protection Agency and the City of Wilmington.**

Thank you in advance for your consideration of this request.



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
CITY OF WILMINGTON**

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

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

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

Illinois Environmental Protection Agency

City of Wilmington

By: _____
Signature of John J. Kim, Title Director

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: Jacob Poeschel
Printed Title: Chief Financial Officer

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Email: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

By: _____
Signature of Fourth Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Fourth Grantor Approver

PART ONE - THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 4/15/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) must not exceed or are estimated to be \$40,000.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): The Grantee shall receive a maximum of \$40,000.00 from the EPA Lead Service Line Inventory ("LSLI") Grant Program under this Agreement.

TOTAL PROJECT COST: \$44,000.00

Grantor Share: \$40,000.00

Grantee Share: \$4,000.00

The estimated Total Project Costs allowable under this Agreement are identified in the State of Illinois Uniform Grant Budget Template incorporated herein as Attachment 1.

All Grantee costs shall be incurred within the Agreement Term. If the Grantee incurs costs above the Total Project Cost indicated above in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Disbursement requests submitted by the Grantee shall only be for the proposed/incurred costs. Each payment request shall detail the amount and value of the work performed and be accompanied by the Illinois EPA LSLI Grant Program – Invoice for Disbursement Request Documentation Form located at the following link:

https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsl-i-grant-opportunity/LSLI-INVOICE_FOR_DISBURSEMENT_REQUEST.pdf

Grantee disbursement requests and supporting documentation shall be submitted via email to:

Email to: Illinois EPA EPA.LoanMgmt@illinois.gov

CC: Lanina Clark lanina.clark@illinois.gov

Jillian Fowler jillian.fowler@illinois.gov

Rachael Heaton rachael.heaton@illinois.gov

1. 50% of the grant funds shall be disbursed to the Grantee upon the submittal of a Grantor approved executed contract detailing the scope of work and services to be performed by a third party in developing a Complete Lead Service Line Inventory ("Complete LSLI") as described in Exhibit A along with the Invoice for Disbursement Request Documentation.

2. Upon completion, the Grantee shall submit the Complete LSLI for approval to the Grantor, along with the final Invoice for Disbursement Request Documentation. The Grantor shall determine if the requirements in Exhibit A have been met. In addition, a detailed summary of the final costs for the Complete LSLI, an invoice for all costs incurred, proof of Complete LSLI publication to Grantee's website or Illinois EPA website, and a release of all claims against the Grantor (discussed below) shall be submitted. Following the Grantor's approval of the Complete LSLI, the Grantor shall disburse the balance of the grant funds to the Grantee.

Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year shall be submitted to the Grantor no later than August 11 of that year; otherwise, the Grantee may have to seek payment through the Illinois Court of Claims.

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures

contained in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to submit required reports as outlined in Exhibit B of this Agreement.

As a condition before final payment under the Agreement, or as a termination settlement under the Agreement, the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement within 30 days of the warrant (check) being disbursed from the Comptroller. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement, or settlement upon termination of the Agreement, shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

An example release of all claims against the Grantor letter can be obtained here: <https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lead-service-line-replacement-advisory-board/lslr-bills-paid-and-release-from-liabilities-certification.pdf>

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CFSA) Number is 532-60-3017 and the CSFA Name is Lead Service Line Inventory Grant Program. If applicable, the State Award Identification Number (SAIN) is 3017-40819.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and FJNLGB8J3EE5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: 366006159 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person.
Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless

exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b).

All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General,

Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal

Awards, Grantee is subject to the following audit requirements:

- (i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.
- (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
- (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.
- (iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
- (v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.
- (d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO or PART THREE.**

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after

termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310

-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own

equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of

confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will result in a Complete Lead Service Line Inventory ("Complete LSLI") meeting the requirements of Section 17.12 of the Illinois Environmental Protection Act ("Act") by no later than April 15, 2024.

Pursuant to Section 17.12(g) of the Act, a Complete LSLI shall identify and report, the following:

1. The TOTAL number of service lines connected to the community water supply's ("CWS") distribution system.
2. The materials of construction of each service line connected to the CWS's distribution system.
3. The number of suspected lead service lines that were newly identified in the material inventory for the CWS after the CWS last submitted a service line inventory to the Agency.
4. The number of suspected or known lead service lines that were replaced after the CWS last submitted a service line inventory to the Agency, and the material of the service line that replaced each lead service line.

Pursuant to Section 17.12(h) of the Act, the Grantee shall:

1. Prioritize inspections of high-risk areas identified by the CWS and inspections of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and confirm service line materials in those areas at those facilities.
2. Review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction.
3. When conducting distribution system maintenance, visually inspect service lines and document materials of construction.
4. Identify any time period when the service lines being connected to its distribution system were primarily lead service lines, if such a time period is known or suspected.
5. Discuss service line repairs and installation with its employees, contractors, plumbers, other workers who worked on service lines connected to its distribution system, or all of the above.

****PLEASE NOTE: THERE IS NO REQUIREMENT TO UNEARTH SERVICE LINES FOR THE PURPOSE OF INVENTORYING****

Further guidance regarding Complete LSLI requirements can be found on the Illinois EPA Lead Service Line Information webpage at the following link: <https://epa.illinois.gov/topics/drinking-water/public-water-users/lsl-grant-opportunity.html>

- **OUTPUTS:**
 - A Complete LSLI as described above in Exhibit A.
- **OUTCOMES:**
 - Submittal of the Complete LSLI to the Illinois EPA by April 15, 2024.

EXHIBIT B

DELIVERABLES OR MILESTONES

Completion Date: September 15, 2023:

1. Submittal of Periodic Financial Report ("PFR") and Periodic Performance Report ("PPR") pursuant to Articles X, Item 10.1 and XI, Item 11.1 of this Agreement and the following, as applicable:
 - a. Grantor Approved Executed Contract between the Grantee and consultant/sub-grantee for the Complete Lead Service Line Inventory ("Complete LSLI") and an Invoice for Disbursement Request Documentation.
 - b. A brief narrative progress report describing the percentage of work completed to date towards the Complete LSLI.

Completion Date: December 15, 2023:

2. Submittal of PFR and PPR pursuant to Articles X, Item 10.1 and XI, Item 11.1 of this Agreement and the following, as applicable:
 - a. Grantor Approved Executed Contract between the Grantee and consultant/sub-grantee for the Complete LSLI and an Invoice for Disbursement Request Documentation.
 - b. A brief narrative progress report describing the percentage of work completed to date towards the Complete LSLI.

Completion Date: March 15, 2024:

3. Submittal of PFR and PPR pursuant to Articles X, Item 10.1 and XI, Item 11.1 of this Agreement and the following, as applicable:
 - a. Grantor Approved Executed Contract between the Grantee and consultant/sub-grantee for the Complete LSLI and an Invoice for Disbursement Request Documentation.
 - b. A brief narrative progress report describing the percentage of work completed to date towards the Complete LSLI.
 - c. Complete LSLI, if applicable, and an Invoice for Disbursement Request Documentation with all Final Disbursement Checklist supporting documentation provided and detailed invoices summarizing all costs incurred.

Completion Date: June 15, 2024:

4. Submittal of PFR and PPR pursuant to Articles X, Item 10.1 and XI, Item 11.1 of this Agreement and the following, as applicable:
 - a. A brief narrative progress report describing the percentage of work completed to date towards the Complete LSLI.
 - b. Complete LSLI, if applicable, and an Invoice for Disbursement Request Documentation with all Final Disbursement Checklist supporting documentation provided and detailed invoices summarizing all costs incurred.

****Agreement period ends on April 15, 2024****

The Lead Service Line Inventory Grant Program Periodic Financial Reporting Forms and Periodic Performance Reporting Forms that must be submitted per the schedule shown in Exhibit B above can be found at the following links below.

- Periodic Financial Reporting Forms: <https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsl-grant-opportunity/PFR.pdf>

• Periodic Performance Reporting Forms:

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsl-grant-opportunity/PPR.pdf>

Instructions for submitting your Complete LSLI for Illinois EPA approval can be obtained here:

<https://epa.illinois.gov/topics/drinking-water/public-water-users/lsl-grant-opportunity.html>

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Lanina Clark

Title: Project Manager

Address: IEPA, Bureau of Water, Infrastructure
Financial Assistance Section, Mail Code #15,
PO Box 19276, Springfield, IL 62794-9276

Additional Information

Electronic Correspondence Info:
Lanina Clark - Lanina.Clark@illinois.gov
Jillian Fowler - Jillian.Fowler@illinois.gov
Rachael Heaton - Rachael.Heaton@illinois.gov

GRANTEE CONTACT

Name: Jeannie Smith

Title: City Administrator

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

GRANTEE PAYMENT ADDRESS

(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Lanina Clark

Title: Project Manager

Address: PO Box 19276, Springfield, IL 62794

Phone: 217-782-2027

TTY#: _____

Email Address: lanina.clark@illinois.gov

GRANTEE CONTACT

Name: Angie MacDonald

Title: Engineer

Address: 1165 S. Water Street, Wilmington, IL

Phone: 815-942-1402

TTY#: _____

Email Address: angiem@chamlin.com

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D.

SUBMITTAL OF EXECUTED CONTRACT OR EQUIVALENT

1. 50% of the grant funds shall be disbursed to the Grantee upon the submittal of an executed contract detailing the scope of work and services to be performed by a third party in developing a Complete Lead Service Line Inventory ("Complete LSLI") as described in Exhibit A along with the Invoice for Disbursement Request Documentation as described in Exhibit C of this Agreement.

PROJECT COORDINATION

2. Serving as the lead organization, the Grantee shall work towards the completion of a Complete LSLI as described in Exhibit A. The Grantee shall submit to Grantor Periodic Financial Reports and Periodic Performance Reports accompanied by a brief narrative progress report documenting the progress made to date on the completion of the Complete LSLI in accordance with the schedule outlined in Exhibit B.

PROJECT COMPLETION

3. Upon completion, the Grantee shall submit the Complete LSLI for approval to the Grantor, along with the final Invoice for Disbursement Request Documentation. The Grantor shall determine if the requirements in Exhibit A have been met. In addition, a detailed summary of the final costs for the Complete LSLI, an invoice for all costs incurred, proof of Complete LSLI publication to Grantee's website or Illinois EPA website, and a release of all claims against the Grantor (discussed below) shall be submitted. Following the Grantor's approval of the Complete LSLI, the Grantor shall disburse the balance of the grant funds to the Grantee.

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy and timely completion of all services furnished by the Grantee or its consultant/sub-grantee under this Agreement. The Grantee shall, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee shall perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency."

I. Audit

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

PART TWO -GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
REPORTING**

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending August 31, November 30, February 28, May 31, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. Quarterly reports must be submitted no later than 15 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 4/30 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 15 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

1. In reference to Part One, Exhibit B of this Agreement, the Grantee shall submit a **brief narrative progress report** by the fifteenth (15th) of September, December, March, and June occurring during the Agreement Period. The brief narrative progress report shall include information regarding what happened during this reporting period and what is scheduled for the upcoming reporting period. Grantee's failure to comply with reporting requirements and meet the previously mentioned reporting deadlines, shall result in the implementation of the procedures set forth in the State of Illinois Grantee Compliance Enforcement System pursuant to Part One, Article XII, Item 12.6 of this Agreement.

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter. Instead, the Grantee may request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

ATTACHMENT 1

STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE



**State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois EPA

Organization Name: City of Wilmington

Notice of Funding
Opportunity (NOFO) Number: Round 2

Unique Entity Identification (UEI) Number: FJNLGB8J3EE5

Catalog of State Financial Assistance (CSFA) Number: 532-60-3017

CSFA Short Description: Lead Service Line Inventory Grant Program

Fiscal Year: 2023

Section A: State of Illinois Funds

REVENUES		Total Revenue
a) State of Illinois Grant Requested	\$	40,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	XXXXXX
2. Fringe Benefits	200.431	XXXXXX
3. Travel	200.474	XXXXXX
4. Equipment	200.439	XXXXXX
5. Supplies	200.94	XXXXXX
6. Contractual Services and Subawards	200.318 & 200.92	40,000.00
7. Consultant (Professional Service)	200.459	XXXXXX
8. Construction		XXXXXX
9. Occupancy (Rent and Utilities)	200.465	XXXXXX
10. Research and Development (R&D)	200.87	XXXXXX
11. Telecommunications		XXXXXX
12. Training and Education	200.472	XXXXXX
13. Direct Administrative Costs	200.413 (c)	XXXXXX
14. Miscellaneous Costs		XXXXXX
15. A. Grant Exclusive Line Item(s)		XXXXXX
15. B. Grant Exclusive Line Item(s)		XXXXXX
16. Total Direct Costs (add lines 1-15)	200.413	40,000.00
17. Total Indirect Costs	200.414	XXXXXX
Rate %:		
Base		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$	40,000.00
MUST EQUAL REVENUE TOTALS ABOVE		

Instructions
found at end of
document.



**State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: City of Wilmington

NOFO Number: Round 2

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
 b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
 c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.1] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 complies with other statutory policies.
 The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____
 Indirect Cost Rate: _____ % The Distribution Base Is: _____



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Wilmington NOFO Number: Round 2

Section B: Non-State of Illinois Funds Fiscal Year: 2023

REVENUES		Total Revenue
Grantee Match Requirement %:	No matching funds required, but additional local funds may be needed to complete the project.	
b) Cash		4,000.00
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 4,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	X
2. Fringe Benefits	200.431	X
3. Travel	200.474	X
4. Equipment	200.439	X
5. Supplies	200.94	X
6. Contractual Services and Subawards	200.318 & 200.92	4,000.00
7. Consultant (Professional Services)	200.459	X
8. Construction		X
9. Occupancy (Rent and Utilities)	200.465	X
10. Research and Development (R&D)	200.87	X
11. Telecommunications		X
12. Training and Education	200.472	X
13. Direct Administrative Costs	200.413 (c)	X
14. Miscellaneous Costs		X
15. A. Grant Exclusive Line Item(s)		X
15. B. Grant Exclusive Line Item(s)		X
16. Total Direct Costs (add lines 1-15)	200.413	4,000.00
17. Total Indirect Costs	200.414	X
Rate %:		
Base:		
18. Total Costs Non-State of Illinois Funds (Lines 16 and 17)		4,000.00
MUST EQUAL REVENUE TOTALS ABOVE		\$ 4,000.00



**State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: City of Wilmington	NOFO Number: Round 2
Unique Entity Identification (UEI) Number: FJNLGB8J3EE5	Fiscal Year: 2023
Catalog of State Financial Assistance (CSFA) Number: 532-60-3017	CSFA Short Description: Lead Service Line Inventory Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

City of Wilmington	City of Wilmington
Institution/Organization Name:	Institution/Organization Name:
Finance Director	City Administrator
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Nancy Gross	Jeannine Smith
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
<i>Nancy Gross</i>	<i>Jeannine Smith</i>
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
04/21/2023	4/21/2023
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely. 4-digit extension if applicable:

Sub-recipient UEI: _____ Sub-recipient Parent Company UEI: _____

Sub-recipient Name: _____

Sub-recipient DBA Name: _____

Sub-recipient Street Address: _____

City: _____ State: _____ Zip-Code: _____ Congressional District: _____

Sub-recipient Principal Place of Performance: _____

City: _____ State: _____ Zip-Code: _____ Congressional District: _____

Contract Number (if known): _____ Award Amount: _____ Project Period: From: _____ To: _____

State of Illinois Awarding Agency and Project Detail Description: _____

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes If No, you must provide the data. Please fill out the rest of this form. No

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Inventory Consultant Services	\$40,000.00	Add Delete
State Total	\$40,000.00	
Inventory Consultant Services	\$4,000.00	Add Delete
Non-State Total	\$4,000.00	
Total Contractual Services	\$44,000.00	

Contractual Services Narrative (State):

The City will contract with a qualified consultant to assist in reviewing records, identify changes to existing inventory data, perform interviews of current staff, past staff, and property owners, perform site inspections where required and compile an inventory report using the EPA template or similar.

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match



**State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	Lead Service Line Inventory Grant Funds	Non-State of Illinois Funds	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	\$40,000.00	\$4,000.00	\$44,000.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
Lead Service Line Inventory Grant Funds Request	\$40,000.00		
Non-State of Illinois Funds Amount		\$4,000.00	
TOTAL PROJECT COSTS			\$44,000.00



**State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: City of Wilmington Notice of Funding Opportunity (NOFO) Number: Round 2
 Unique Entity Identification (UEI) Number (enter numbers only): FJNLGB8J3EE5
 Catalog of State Financial Assistance (CSFA) Number: 532-60-3017 CSFA Short Description: Lead Service Line Inventory Grant Program

Fiscal Year(s): _____
 Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____
 Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: _____
 Sanjay Sofat _____ Date: 6/14/23
 Program Approval Signature _____
 Max Paller _____ Date: 6/14/23
 Fiscal & Administrative Approval Name _____
 Fiscal & Administrative Approval Signature _____

Budget Revision Approved: _____
 Program Approval Name _____ Date _____
 Program Approval Signature _____

Fiscal & Administrative Approval Signature _____ Date _____
 Fiscal & Administrative Approval Signature _____

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



MEMO

Date: August 1, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Chicago Metropolitan Agency for Planning Pavement Management Plan Intergovernmental Agreement

Budget Impact: \$3,000 01-05-6390 Public Works Professional Fees-Engineering

Request: Approve the Public Works Director to execute an Intergovernmental agreement with CMAP to create a Pavement Management Plan.

Discussion: In 2022, City staff applied for a grant through CMAP to create a pavement management plan. Early this year, City staff was informed we have been awarded this grant. While this grant is similar to the road rating GIS software created by Chamlin and Associates, the CMAP program takes it several steps further. This program will also include a vehicle that will travel all of our roads and collect information with photo imaging as well as the use of lasers. The use of this vehicle will create a custom maintenance/replacement plan for the City of Wilmington streets and also includes licensing for us to use this software for a full year. This will also include a study to determine what the condition of our roads will be if we increase or decrease the amount of funds we are currently allocating for road projects.

Motion: Approve the Public Works Director to execute an Intergovernmental agreement with Chicago Metropolitan Agency for Planning to create a Pavement Management Plan.

Thank you in advance for your consideration of this request.

City of Wilmington

Resolution # _____

**A RESOLUTION TO ACCEPT PLANNING TECHNICAL ASSISTANCE SERVICES
DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

WHEREAS, the City of Wilmington (“the Community”) has applied for technical assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), for the **Pavement Management Plan** project; and

WHEREAS, the Community’s request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP adopted the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing technical assistance as a means of advancing the plan’s implementation and CMAP priorities; and of

WHEREAS, the Community and CMAP have agreed on the Intergovernmental Agreement (“IGA”), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY City of Wilmington:

Section 1: the City of Wilmington supports the Pavement Management Plan project and hereby authorizes a duly appointed representative to execute the Intergovernmental Agreement attached hereto as Exhibit “A” (“IGA”); and

Section 2: pursuant to the provisions of the IGA, the Council accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities.

Section 3: pursuant to the provisions of the IGA, the Council agrees to pay CMAP the local financial contribution in the amount of **\$3,000**.

Section 4: the Council recognizes that provisions that govern the administration of technical assistance services, and, if necessary, the discontinuance of such services, are included in the IGA

Section 5: This resolution shall be effective as of the date of its adoption.

ADOPTED: _____



Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

EXHIBIT A

Agreement No.: [PLN-FY-XXX]

Intergovernmental Agreement for Pavement Management Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of Wilmington, herein called the GOVERNMENTAL BODY. The purpose of this agreement is to facilitate technical assistance to the City of Wilmington to develop a Pavement Management Plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT") with a local contribution in the amount of \$3,000.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Attachments thereto.

For the GOVERNMENTAL BODY:

Signature	Type or Print Name of Authorized Representative	Date

Attest:

Signature	Type or Print Name	Date

For CMAP:

Erin Aleman Executive Director	Attest Signature	Date
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- Part 1 Scope/Compensation/Term
- Part 2 General Conditions
- Part 3 Responsibilities
- Part 4 Local Contribution
- Attachment 1 Project Charter
- Attachment 2 Applicant Invoice Information

Part 1: Scope/Compensation/Term

- 1. Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
- 2. Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

CMAP email address for confirmation: accounting@cmap.illinois.gov

- 3. Tax Identification Number.** CMAP certifies that:
 - a) The number shown on this form is a correct taxpayer identification, **and**
 - b) It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**

- c) It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status: Local Government

- 4. Term of Agreement.** The term of this Agreement shall be five (5) years from the date of execution unless terminated earlier as provided for in Paragraph 11 "Termination" herein.
- 5. Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval, procedural guidelines, and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

- 1. Complete Agreement.** This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in

part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement.

- a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
 - c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and a written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
 - d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
 - e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
 3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.
 4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of

CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
 - c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
 - 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a) **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b) **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c) **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

9. Method of Payment. PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.

10. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.

11. Termination.

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the

GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

- c) **No Further Liability.** Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

12. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises and will use its best efforts to ensure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Prohibited Interest.

- a) No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
- b) No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c) The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

18. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

20. Confidentiality Clause. Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any

individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

- 21. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
- 22. Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 23. Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 24. Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
- 25. Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
- 26. Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

- 27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 28. International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 29. Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 30. Subcontracts.** Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- 1. Project Charter.** The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- 2. Scope of Work.** Following enacting this IGA, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.
 - a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.

b) All work performed by CMAP staff must be related to the scope of work.

3. Roles and Relationship. CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.

b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.

c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.

d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.

e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.

f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).

g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

4. Access to resources. CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.

b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.

c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

5. Demonstration of local support. GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.

b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and

meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

- 6. Project management and review.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.
- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
 - b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
 - c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.

Part 4. Local Contribution

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$3,000 which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

CMAP will invoice the GOVERNMENTAL BODY and the payment will be due on **October 31, 2023**. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

ATTACHMENT 1: PROJECT CHARTER

ATTACHMENT 2: APPLICANT INVOICE INFORMATION

WORK PLAN NO.	PROJECT TITLE	DATE
{work plan #}	Pavement Management Plan	{date}

Contact Information

NAME	{name}
TITLE	{title}
ADDRESS	{address}
PHONE	{phone}
EMAIL	{email}



SCOPE STATEMENT

WORK PLAN NO.	PROJECT TITLE	DATE
2024.035	City of Wilmington Pavement Management Plan	06/27/2023

Module 1: Project Charter

Module 2: Scope Detail

Module 3: Project Timeline and Responsibilities

MODULE 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2024.035	City of Wilmington Pavement Management Plan	06/27/2023

General Information

Program area	Transportation programming
Strategic alignment of program area	For a transportation system that works better for everyone, one objective of CMAP's Transportation programming program is to expand asset management practices to the entire transportation system through implementation of pavement management systems by local agencies
Project type	Consultant project with staff support
Duration	Approximately 9 months
Kick-off	Q1-FY2024
Completion	Q3-FY2024
Project manager	
Max. Annual project manager hours:	Small sized project (75 hrs. per year)

1. Project Description

The City of Wilmington Technical Assistance to develop a plan and tailored asset management system (PAVER software system, formerly known as MicroPAVER) for prioritization and budgeting of local pavement surface treatment and repair. The plan and software system will incorporate existing pavement surface and upper substrate condition data plus repair and treatment data for the entirety of Lake Villa's local street network. The plan will summarize existing conditions, assign Pavement Condition Index (PCI) rating to surface segments, assess 5-year and 10-year expected condition changes, highlight and recommend specific preventative maintenance and minor rehabilitation activities, and develop recommended budget scenarios for 5 to 10 year period varying by expected local funding availability. Pavement condition data collected will remain within PAVER system developed for Village. At no additional cost, software system training will be provided to designated Village personnel and a license for PAVER software will be included.

2. Assumptions and responsibilities

NO.	ASSUMPTION
1	All pavement condition data collected during the road profiling process and associated repair history for each segment of the local road network will be included in the Plan -depicted in tabular and mapped image format - and will be utilized to inform maintenance and repair prioritization, and short term to mid term budgeting and project scheduling
2	All materials produced should enable the full and equitable participation of all stakeholders, particularly those that have been historically marginalized, who come from diverse cultural backgrounds, or have specialized needs. In partnership with CMAP , the Consultant must ensure materials do not inadvertently neglect, exclude, marginalize, disrespect, or alienate certain individuals or groups.

3	CMAP will select and entrust a Project Management Consultant who in turn will select one or more Pavement Management Plan (PMP) Contractors to engage with the Village of Diamond, perform pavement data collection, incorporate data into and deliver Pavement Management Plan also implement, train municipality’s users and provide software license for MicroPAVER system.
4	Project management consultant will review the PMP’s data collection activity for Quality Assurance (QA).

3. Constraints and exclusions

NO.	CONSTRAINTS
1	No known preliminary constraints.

4. Projected Funding

Title 23USC and UWP Regulations Citations	<ul style="list-style-type: none"> Studies relating to management, planning, operations, capital requirements, economic feasibility, performance-based planning, safety, and transit asset management [FTA C 8100.1D (2)(b)(1)]; Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight [USC Title 23 Section 134(3)(h)(F)]; Provide for the establishment and use of a performance-based approach to transportation decision making [USC Title 23 Section 134(3)(i)(B)]; integrate the goals, objectives, performance measures and targets described in other State transportation plans and transportation processes making [USC Title 23 Section 134(3)(i)(D)]
Other funding opportunities	NA

5. Local Contribution (if applicable)

AMOUNT	\$3,000	DUE DATE	10/31/2023
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MODULE 2: WORK BREAKDOWN STRUCTURE

WORK PLAN NO.	PROJECT TITLE	DATE
2024.035	City of Wilmington Pavement Management Plan	06/27/2023

1. Mobilization Activities

WB S NO.	ACTIVITY	DESCRIPTION
1.1	Kickoff Meeting	Consultant(s)/CMAP conduct first of 4 formal meetings with local agency staff to summarize pavement management plan process, identify local data needed for plan development, identify critical local personnel.
1.2	Map Exchange and Review	Consultants/CMAP will provide local street network map coverages for respective local agencies for review and confirmation of current locally managed street segments ahead of pavement data collection and PAVER analyses.

2. Project Management Activities

WB S NO.	ACTIVITY	DESCRIPTION
2.1	Local Agency Management	The project management consultant will keep the local agency informed of the project progress and schedule at least once a month via email and/or dashboards.

3. Engagement Activities

The project will include public outreach to ensure a full understanding of local issues outlined in the Final Key Topics section.

WB S NO.	ACTIVITY	DESCRIPTION
3.1	Project coordination	Consultant/CMAP will hold regular coordination meetings with Municipal Partner and CMAP to guide the project. Said meetings shall include: A) one (1) project kickoff meeting and B) at least two (2) deliverable review meetings throughout the process. The consultant will develop meeting agendas and take meeting minutes.
3.2	Municipal meeting	Consultant/CMAP will present the final pavement management deliverable at applicable municipal meeting to the elected officials or designated committee. Consultant shall provide electronic copy of this final presentation.

4. Data Collection and Analysis

WB S NO.	ACTIVITY	DESCRIPTION
4.1	Pavement Data Collection	The consultant(s) will document pavement condition for all roads under the local agency's jurisdiction following the ASTM D6433 standards with a 100% sample rate. The primary metric used to report pavement condition will be the Pavement Condition Index (PCI). All pavement condition data collected for a local agency will be provided to the local agency and CMAP.
4.2	PAVER Analysis	The consultant(s) will use PAVER to assess pavement deterioration and evaluate potential treatments. PAVER may also identify areas/segments for subsurface sampling.
4.3	Subsurface Sampling	The consultant(s) will conduct Falling Weight Detector testing to collect pavement subsurface information for areas of concern. This will be performed for municipal agencies interested in additional testing. The areas of testing will be identified using PAVER data and in consultation with the local agency staff.

5. Deliverable Review

WB S NO.	ACTIVITY	DESCRIPTION
5.1	Draft Local Pavement Management Plan, Existing Conditions and Practices	<p>Part 1 of 3 of a draft local pavement management plan that will be provided to CMAP and municipal staff to review and comment before the submission of the final version of the municipal pavement management plan.</p> <p>This part of the draft local plan will provide an introduction to pavement management, characterize current pavement condition, describe current local agency pavement maintenance practices, and the describe the importance and types of pavement preservation currently in practice. The draft local pavement management plan will also feature results of subsurface sampling where conducted.</p>
5.2	Draft Local Pavement Management Plan, Budget Scenarios	<p>(Part 2 of 3, draft plan)</p> <p>The consultant(s) will include at a minimum four budget scenarios in the pavement management plans evaluating the cost to meet different network-level pavement conditions. Examples of scenarios include: (1) keep funding level current, (2) add moderate funding relative to current levels, (3) invest sufficient funds to meet</p>

		potential performance targets, and (4) minimize total lifecycle cost. The budget scenarios to be included will be finalized in consultation with local agency staff.
5.3	Draft Local Pavement Management Plan, Multi-Year Recommended Plan	(Part 3 of 3, draft plan) The consultant will develop a recommended multi-year (5, 10, or other) pavement improvement program based on pavement condition/desired spending level/desired time-frame. The consultant(s) will include a variety of pavement maintenance and rehabilitation activities in the pavement management plan, with a strong emphasis on preservation and introducing local agency staff to new techniques where promising and appropriate. The final list of pavement preservation activities to be included in the plan will be determined in consultation with local agency staff.
5.4	(Optional) Draft Report – Subsurface Testing	If observed pavement conditions warrant and local agency requests, a separate report will address the findings of subsurface sampling.

6. Implementation Activities

WB S NO.	ACTIVITY	DESCRIPTION
6.1	Final Local Pavement Management Plan	A digital and printed copy of the final pavement management plan will be provided to CMAP and the local agency.
6.2	Final PAVER Database	Consultant will load all pavement data collected as part of this project into the latest version of PAVER for both the local agency and CMAP.
6.3	PAVER software training	Consultant will provide a group 2-day PAVER software training.
6.4	Final Presentation, Pavement Management Plan	Local agency’s elected officials or specially designated committee for public works activities shall host and facilitate a final presentation of the pavement management plan by the consultant. Consultant shall make presentation at mutually agreed upon time and venue and provide alternate electronic versions of this final presentation.
6.5	(Optional) Report – Subsurface Testing	Report addressing findings of subsurface sampling, if requested by local agency.

MODULE 3: PROJECT TIMELINE

WORK PLAN NO.	PROJECT TITLE	DATE
2024.035	City of Wilmington Pavement Management Plan	06/27/2023

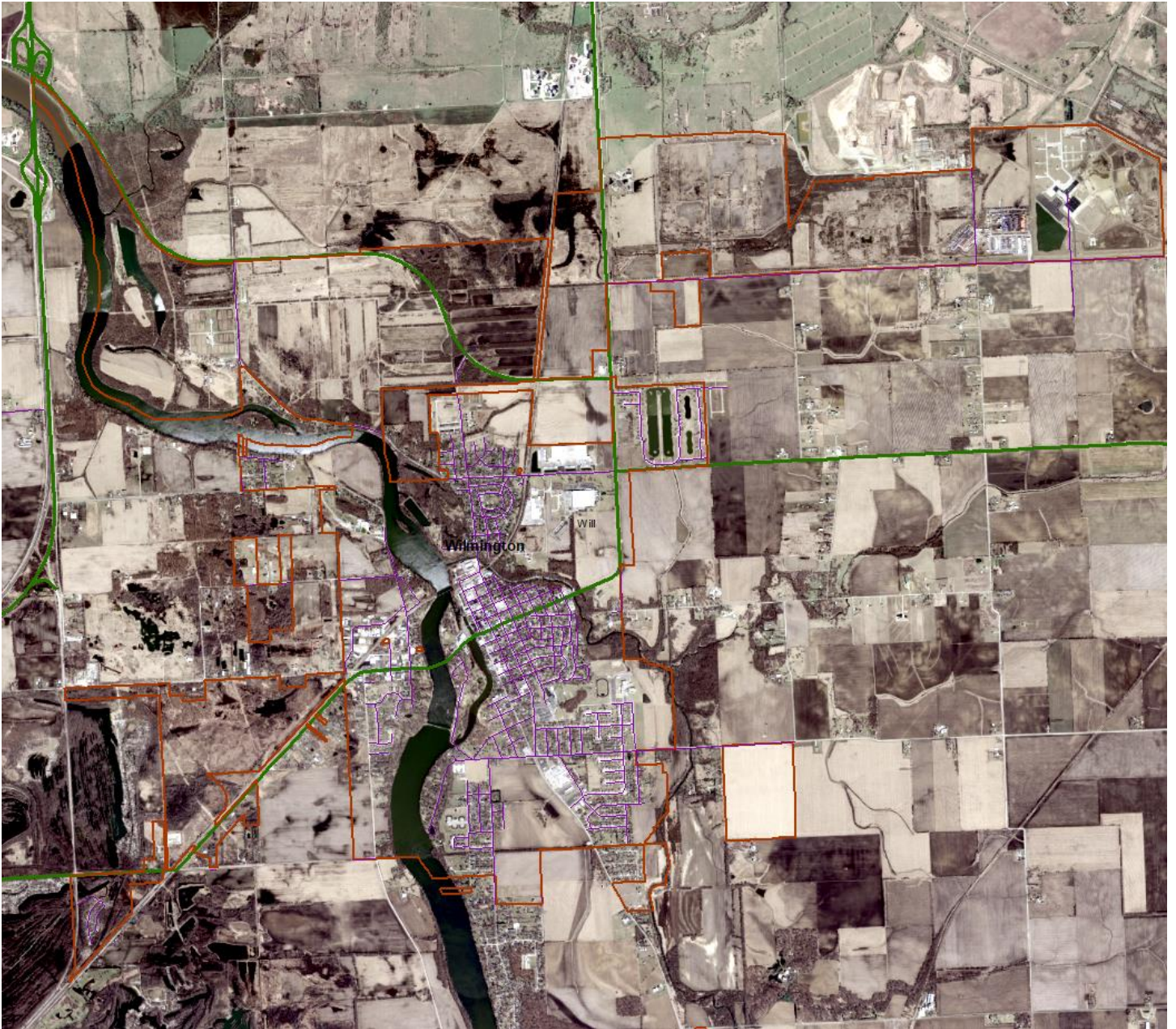
1. Deliverable Completion Dates

NO.	DELIVERABLE	COMPLETION
1	Interim Deliverable 1: <u>PAVER Analysis</u>	Q1-FY2024
2	Interim Deliverable 2: <u>Draft Local Pavement Management Plan: Existing Conditions</u>	Q2-FY2024
3	Interim Deliverable 3: <u>Draft Local Pavement Management Plan: Budget Scenarios</u>	Q2-FY2024
4	Interim Deliverable 4: <u>Draft Local Pavement Management Plan: Recommended Multi-Year Plan</u>	Q2-FY2024
5	Interim Deliverable 5: Draft Subsurface Sampling Report (Optional)	Q2-FY2024
6	Primary Deliverable 1: <u>Final Local Pavement Management Plan</u>	Q3-FY2024
7	Primary Deliverable 2: <u>Final PAVER Database</u>	Q3-FY2024
8	Primary Deliverable 3: <u>PAVER Training</u>	Q3-FY2024
9	Primary Deliverable 4: <u>Presentation for Local Agency</u>	Q3-FY2024
10	Primary Deliverable 5: Subsurface Sampling Report (Optional)	Q3-FY2024

2. Project Completion Date

Project end date	03/31/2024
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ATTACHMENT ONE: Map of study area



CMAP RFP 276: Summer 2023 Municipal Pavement Management Program

Presented to:

**Chicago Metropolitan Agency for
Planning (CMAP)
AECOM**

**Village of Diamond
Village of South Holland
City of Wilmington**

Presented by:

**Joe Stefanski, P.E.
Lax Premkumar, P.E.
Sumon Roy
July 25, 2022**

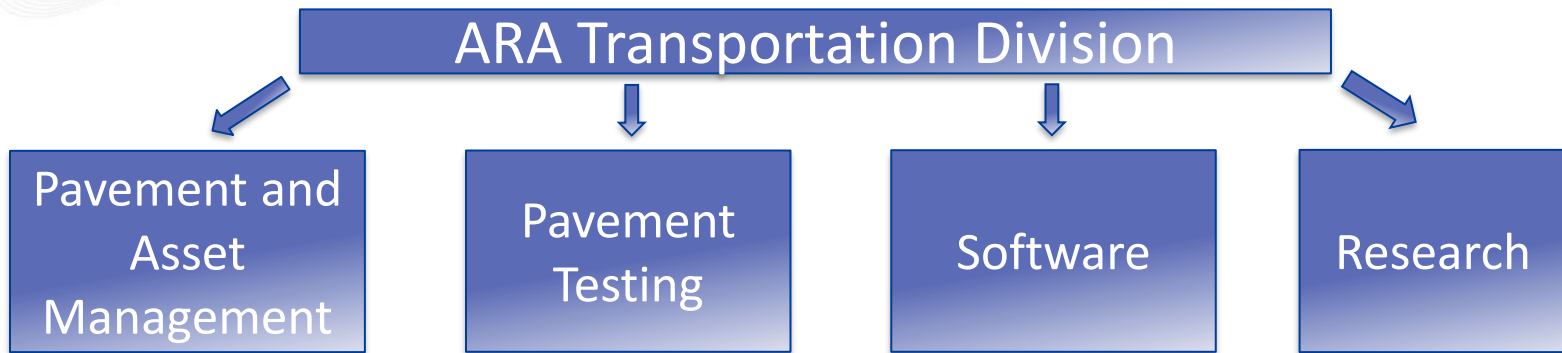


Outline

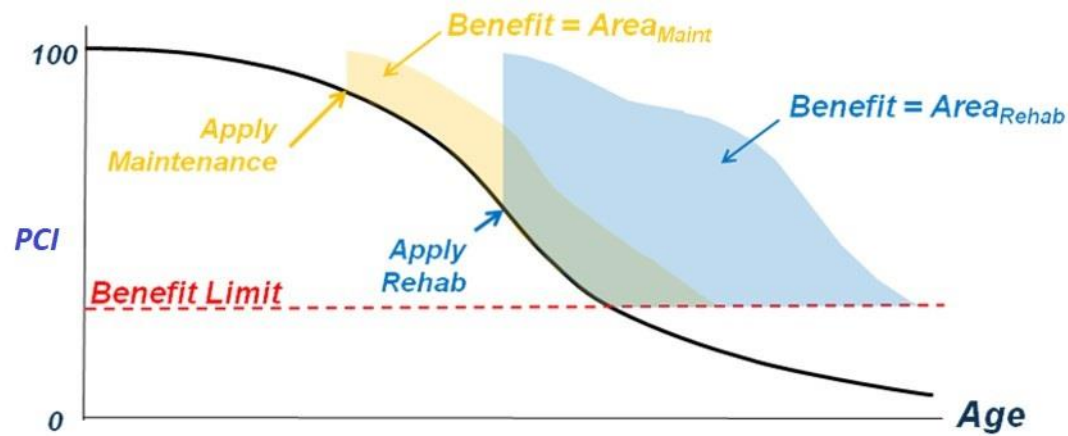
- ④ **Introduction to ARA**
- ④ **Components of a PMS**
- ④ **Project Kick-Off & Records Review**
- ④ **Project Schedule**
- ④ **Field Data Collection & Pavement Condition Rating**
- ④ **PAVER PMS Implementation**
- ④ **PAVER Training**

ARA Transportation

- Based in Champaign, over 1700 employees nationwide
- Over 40 years experience in specialized transportation fields

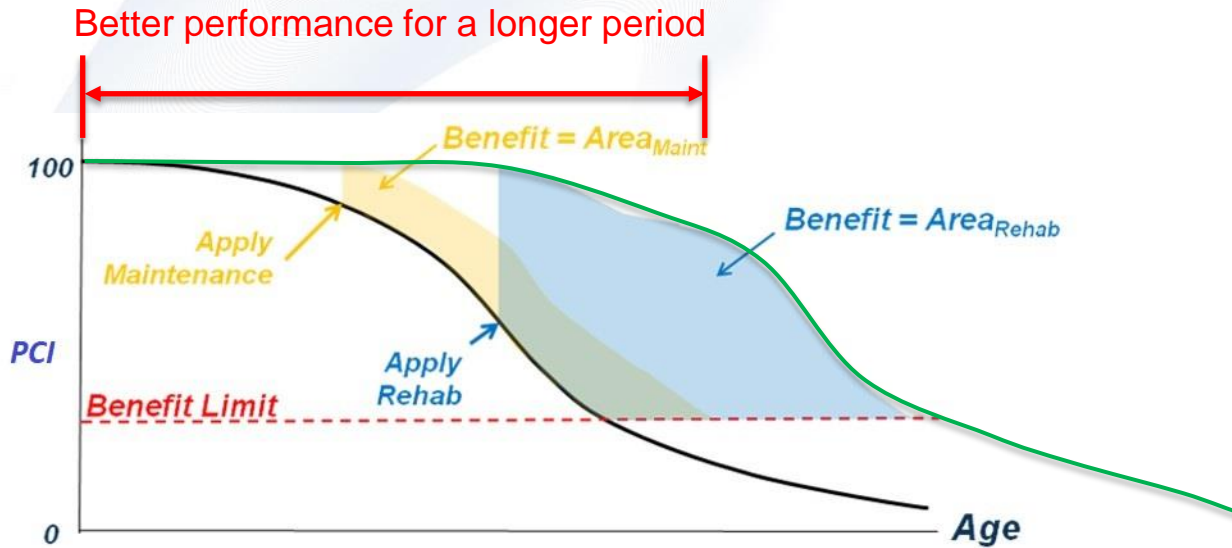


Components of a Pavement Management System



- ⊕ Pavement Data Collection
- ⊕ Pavement Condition Assessment
- ⊕ Pavement Performance Model
- ⊕ Treatment Type Selection
- ⊕ Budget Analysis
- ⊕ M&R treatment selection and Optimization
- ⊕ Development of multi-year Capital Improvement Plan

Pavement Preservation & Its Benefits



- Crack Seal
- Patching
- Rejuvenation
- Seal Coat
- Microsurfacing, etc.

- ⊕ Keeps good roads in good condition
- ⊕ Extension of pavement life and preservation of earlier investments
- ⊕ Simpler and inexpensive treatments when problems are minimal
- ⊕ More predictable system and fewer bad surprises
- ⊕ Fewer impacts on natural resources (petroleum and aggregate)
- ⊕ Less energy consumption
- ⊕ User satisfaction at an affordable price

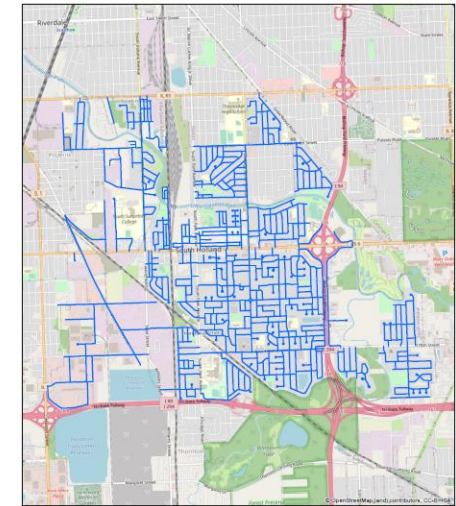
Project Kick-Off & Records Review

Discussion Items:

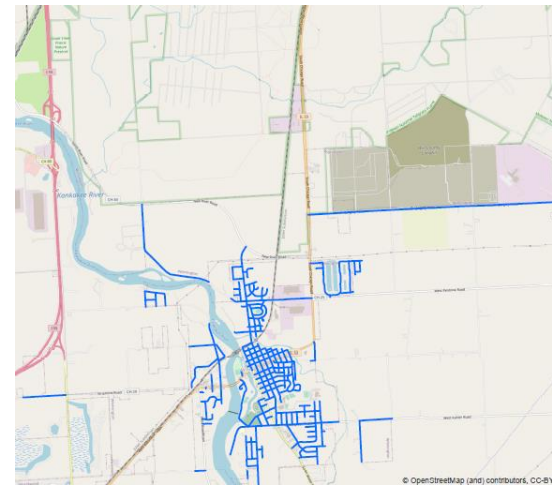
- Project Scope
- Project and Inspection Schedule
- Communication Plan
- Meetings (on-site/virtual)
- Deliverables
- Network Segmentation
- Questionnaire for Agencies
- Press Release



Diamond



South Holland



Wilmington

Project Schedule



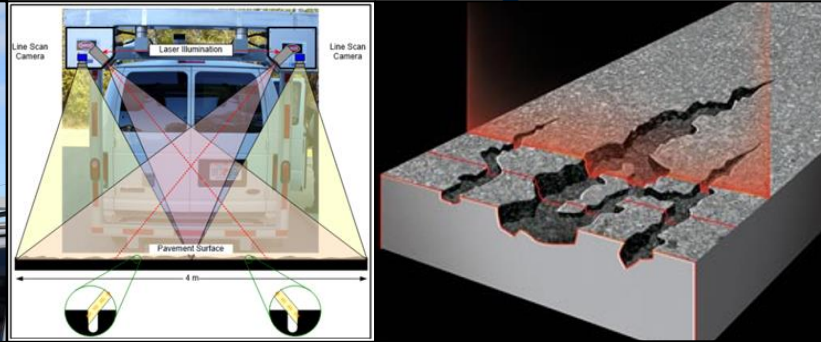
⊕ **ARA will meet (virtual) with local agency staff during the course of the project to discuss the pavement management system implementation process.**

- | | |
|--|------------------------|
| ❖ Group Kick-off Meeting (Webex) | July 25, 2023 |
| ❖ Data Collection | August, 2023 |
| ❖ Condition Assessment Results (Webex; one to one) | September, 2023 |
| ❖ Pre-Draft Report (Webex; one to one) | October, 2023 |
| ❖ Draft Report (Webex; one to one) | November, 2023 |
| ❖ Final Report | December, 2023 |
| ❖ Final Presentation to Elected Officials (in-person/TBD) | December, 2023 |
| ❖ 2-Day Group PAVER Training (in-person) | December, 2023 |

⊕ **ARA expects the pavement management plans to be developed by December 2023.**

Field Data Collection & Pavement Condition Rating

- ⊕ Laser Crack Measurement System (LCMS)
- ⊕ Enhanced right-of-way images; high quality imagery collected every 20 feet from the right-of-way camera
- ⊕ Laser surface scans of the pavement taken with the LCMS system

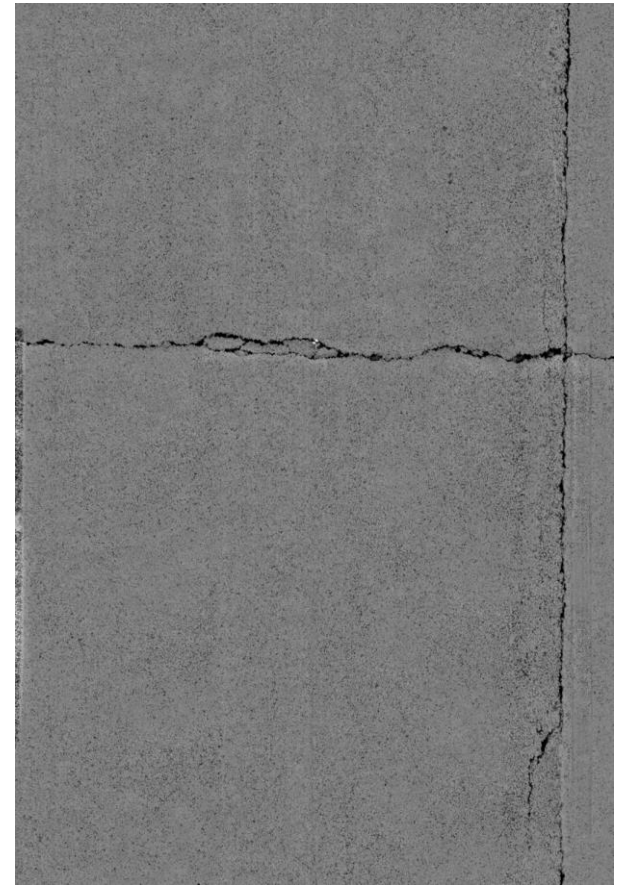
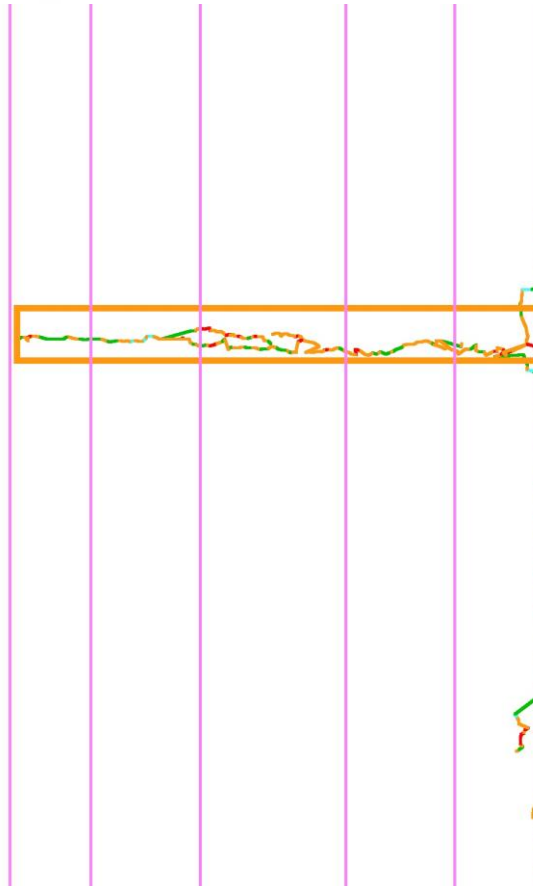
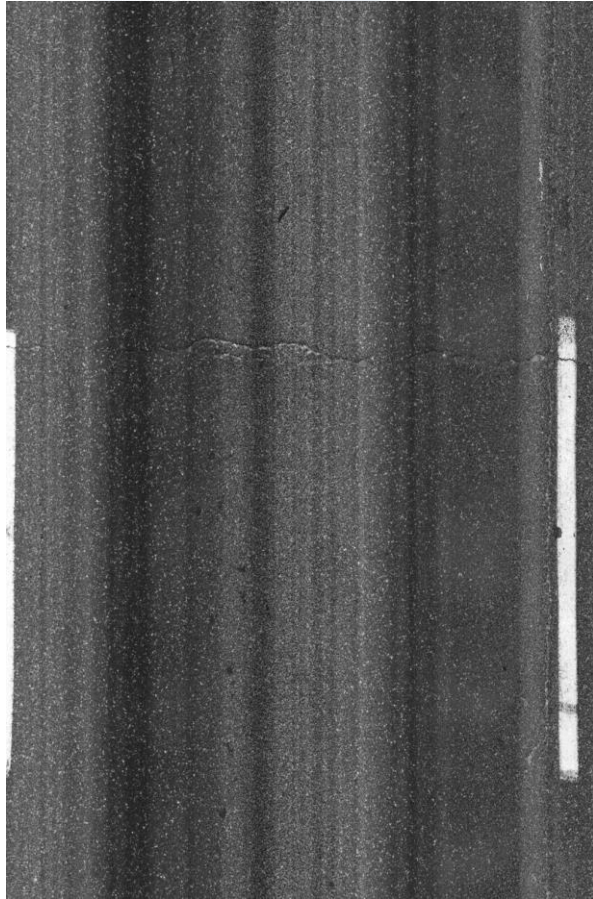
The Vehicle	The Lasers	Schematic Diagrams
		
<p>ARA's Laser Crack Measurement System (LCMS)</p>		

Field Data Collection & Pavement Condition Rating

- ⊕ IRI and Transverse profile (rutting) and faulting
- ⊕ 2-lanes or less: collect data in outermost lane in single direction
- ⊕ ≥ 3 lanes: outermost lane in both directions

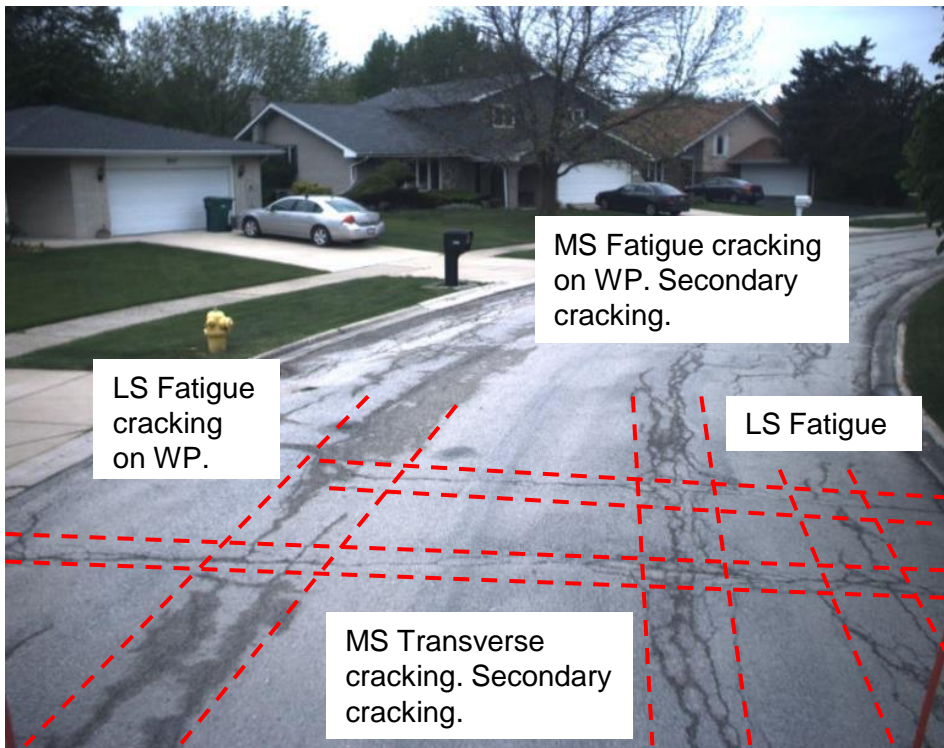


Field Data Collection & Pavement Condition Rating



Field Data Collection & Pavement Condition Rating

- ⦿ Pavement Inspection method – PCI based on ASTM D6433
- ⦿ 100% Sampling rate



PCI Value	Pavement Rating
100	
85	Good
70	Satisfactory
55	Fair
40	Poor
25	Very Poor
10	Serious
0	Failed

Field Data Collection & Pavement Condition Rating QC Procedures

📍 Data Collection

- Start data collection an hour after sunrise
- Stop data collection an hour before sunset
- Survey on clear and dry pavements

GIS Checks for
Coverage

Visual Image
Quality Checks

10% QC of PCI
Survey

Weekly
Equipment
Validation
Report

PAVER Implementation

Pavement Management Software

PAVER®

PAVER™ 32bit 7.0.11

File System Tables and Tools Preferences Add-Ins Window Help

Inventory Reports Selectors Work

Inspection PCI Family Models Cond. Perf. Analysis M&R Family Models M&R Work Planning Wizards

Edit Inspection (Harvey::MYRTLEAVE:545888)

Summary at time of inspection [Click here to minimize](#)

Branch Use **ROADWAY** Surface Type **AC** Rank **E** Length **263.5 Ft** Width **32 Ft**
 True Area **8,431.1 SqFt**

Inspection [Click here to minimize](#)

1/18/2022 PCI [36]
 Very Poor

Extrapolated Distress

Sample [Click here to minimize](#)

1 PCI [33] No distresses found on sample
 2,400.00 SqFt

Remaining samples have no distress

Distress selection

1	L	M	H	11	L	M	H
2	L	M	H	12	P	C	H
3	L	M	H	13	P	H	A
4	L	M	H	14	L	M	H
5	L	M	H	15	R	M	H
6	L	M	H	16	S	M	H
7	L	M	H	17	S	P	M
8	L	M	H	18	S	M	H
9	L	M	H	19	R	M	H
10	L	M	H	20	L	M	H

Quantity: 1 2 3 4 5 6 7 8 9 C 0 .

104.72 SqFt

Distresses

Distress	Description	Severity	Quantity
15	RUTTING	Low	104
10	L & T CR	High	1
1	ALLIGATOR CR	Medium	28
10	L & T CR	Low	271
1	ALLIGATOR CR	Low	298
15	RUTTING	Medium	81
10	L & T CR	Medium	51

Tablet distress entry

Right click distress or left click the image for Distress Help.

Summary Charts

X Axis: Condition Y Axis: Pct Area Condition: PCI at Last

Condition Category	Pct Area	Pavement Area	Unit	Num Sections	Pct Sections	Age at Report	Wt Age
Failed	11	1,440,450.25	SqFt	39	14	32	3
Serious	35	4,377,154.49	SqFt	85	30	27	2

All Sections Subset of Sections

Family Modeling

Family Type: PCIVAge Model: AC Model - City of Han

1. Review Model Data 2. Use Boundary / Outlier 3. Options 4. View Equations and Stats 5. Assign

NetworkID	BranchID	SectionID	Age at Insp	PCI
Harvey	HOMOREAVE	161818	1.05	21.0
Harvey	UNIONAVE	267787	1.05	44.0
Harvey	VIRGINIA R	230142	4.05	63.0

Work Plan

Plan Setup M&R Categories M&R Families

Select Inventory for Planning

Actual Database Virtual Database Record Count

All Items Build Selection Using
 276 Section(s) selected.

Select Plan Start Date and Plan Length

Start Date: 5/ 1/2022 Years: 1

Select M&R Plan Type

Critical PCI Consequence of Localized Minimum Condition

Latest Conditions

Legend:

- Non-pavement/No data
- Failed (0.00-10.00)
- Serious (11.00-25.00)
- Very Poor (26.00-40.00)
- Poor (41.00-55.00)
- Fair (56.00-70.00)
- Satisfactory (71.00-85.00)

Map Layers: Center and zoom during non-map selections Right button click for details on section and sample (when available)

City of Harvey (Admin@local)

City of Harvey (Admin@local) Select Views Latest Conditions Edit Inspection (Harvey::MYRTLEAVE) Work Plan Summary Charts Family Modeling

PAVER Implementation

Data Inputs

PMS Setup

- Network Segmentation
- Pavement Type
- Performance Model
- Treatment Matrix
- Pavement Age
- Traffic
- Construction History

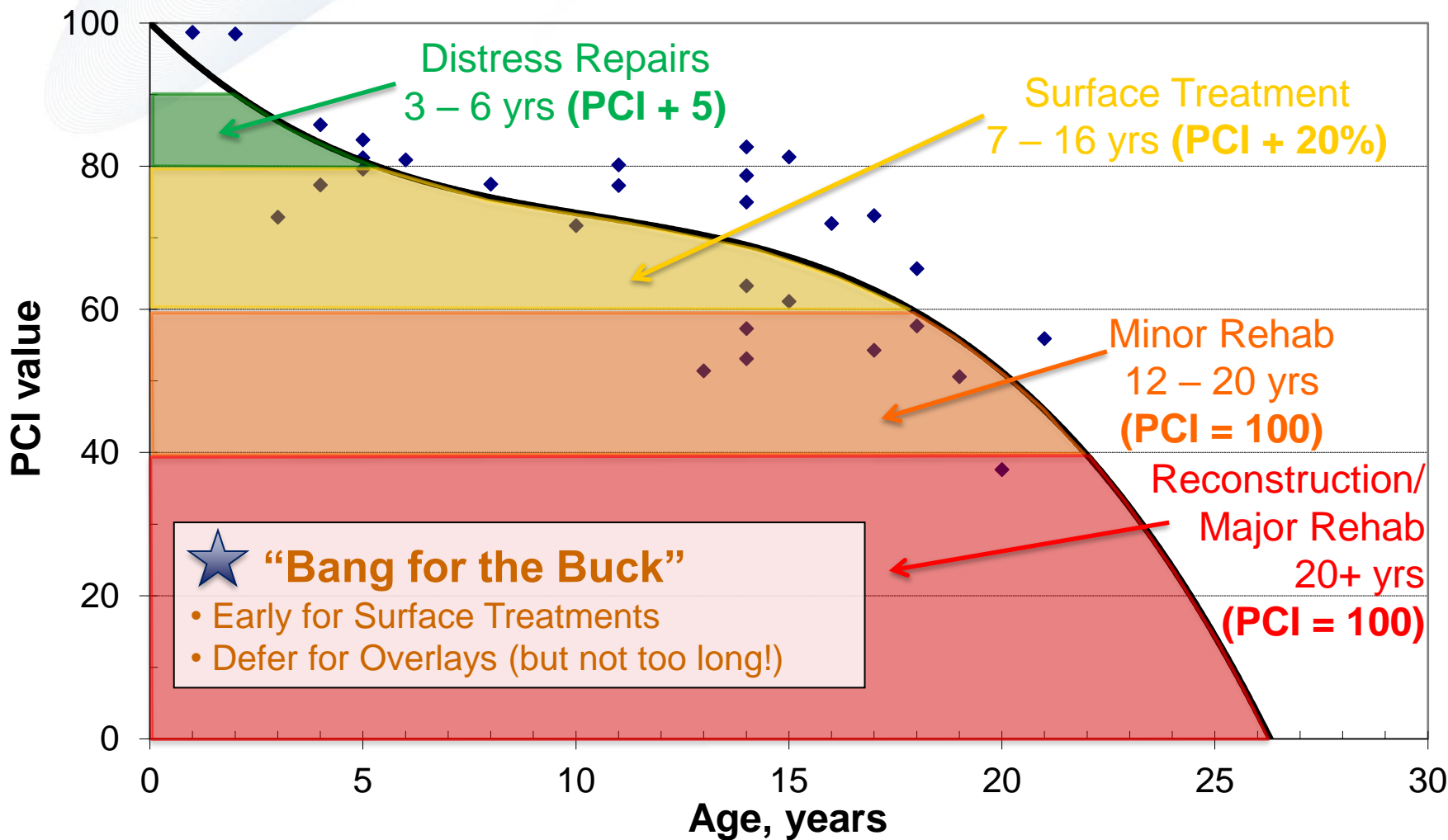
Budget

- 5 or 10-Year Budget
- Budget for various activity types (Chip seal, M&R etc., if applicable)

Treatment

- Treatment Activity Type
- Unit Cost
- Consequence of Activity (PCI change, year to next activity etc.)

MicroPAVER Implementation Pavement Performance Model



PAVER Implementation Treatment Matrix

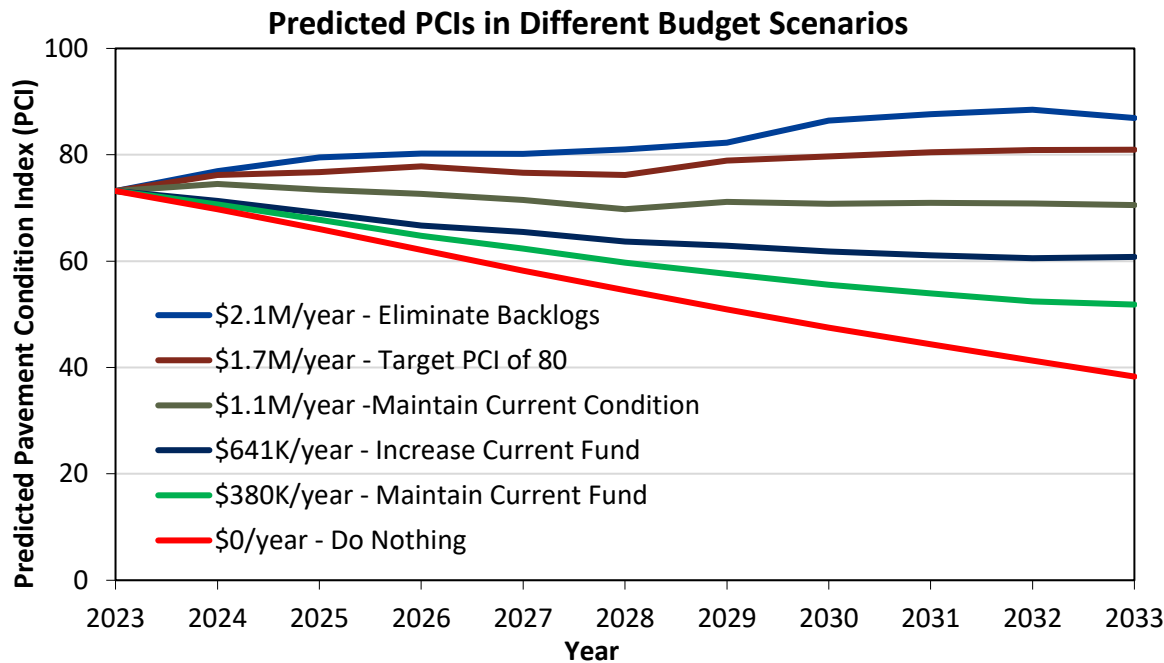
Treatment Matrix for Arterial/Collector Roads			
PCI	Localized Preventive	Localized Stop Gap	Major M&R
0 25	No Localize Preventive Treatment Recommended	Patching and Repair	Reconstruction
40			4.0" Mill & Overlay
65			3.0" Mill & Overlay
100	Crack Seal and Distress Repair	No Localized Stop Gap/ Major M&R Recommended	

Treatment Matrix for Local/Residential Roads			
PCI	Localized Preventive	Localized Stop Gap	Major M&R
0 25	No Localize Preventive Treatment Recommended	Patching and Repair	Reconstruction
40			3.0" Mill & Overlay
60			2.0" Mill & Overlay
100	Crack Seal and Distress Repair	No Localized Stop Gap/ Major M&R Recommended	

Custom logic with *your* data allows you to choose the *right* project at the *right* time!

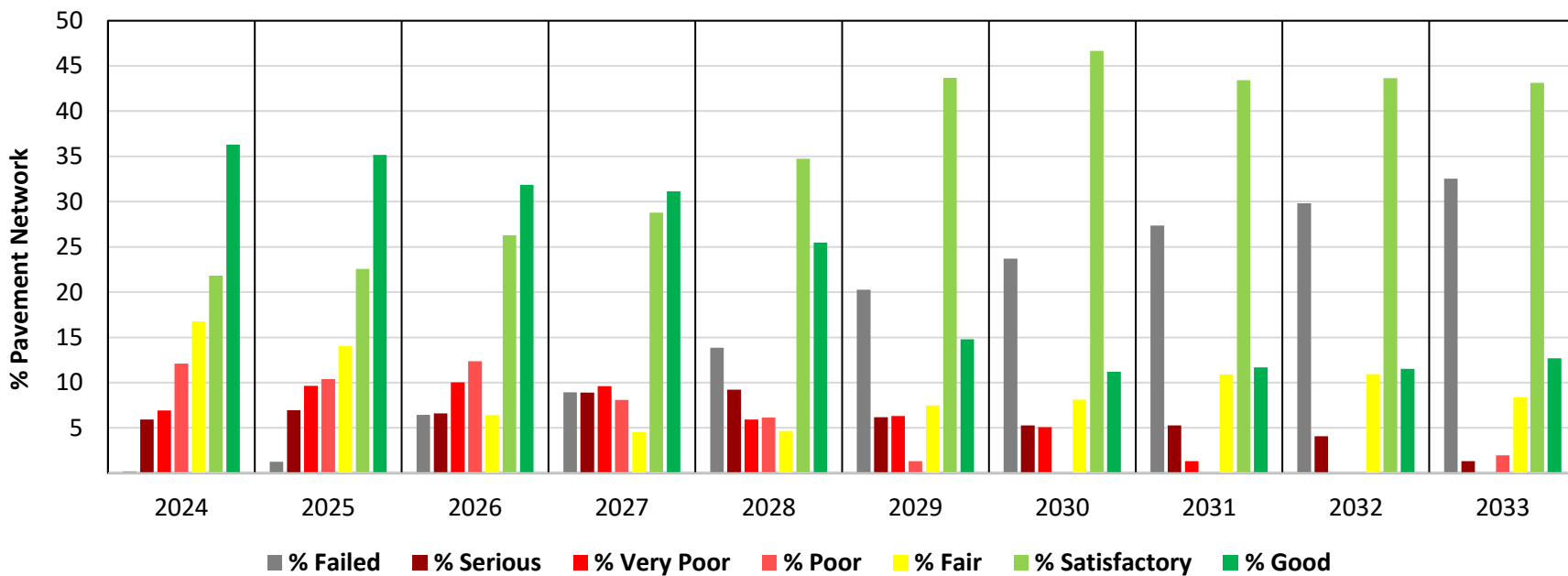
PAVER Implementation Analysis Scenarios

- Keep funding level current
- Add moderate funding relative to current levels
- Invest sufficient funds to meet potential performance targets
- Unlimited funding
- Keep the current condition
- Do nothing

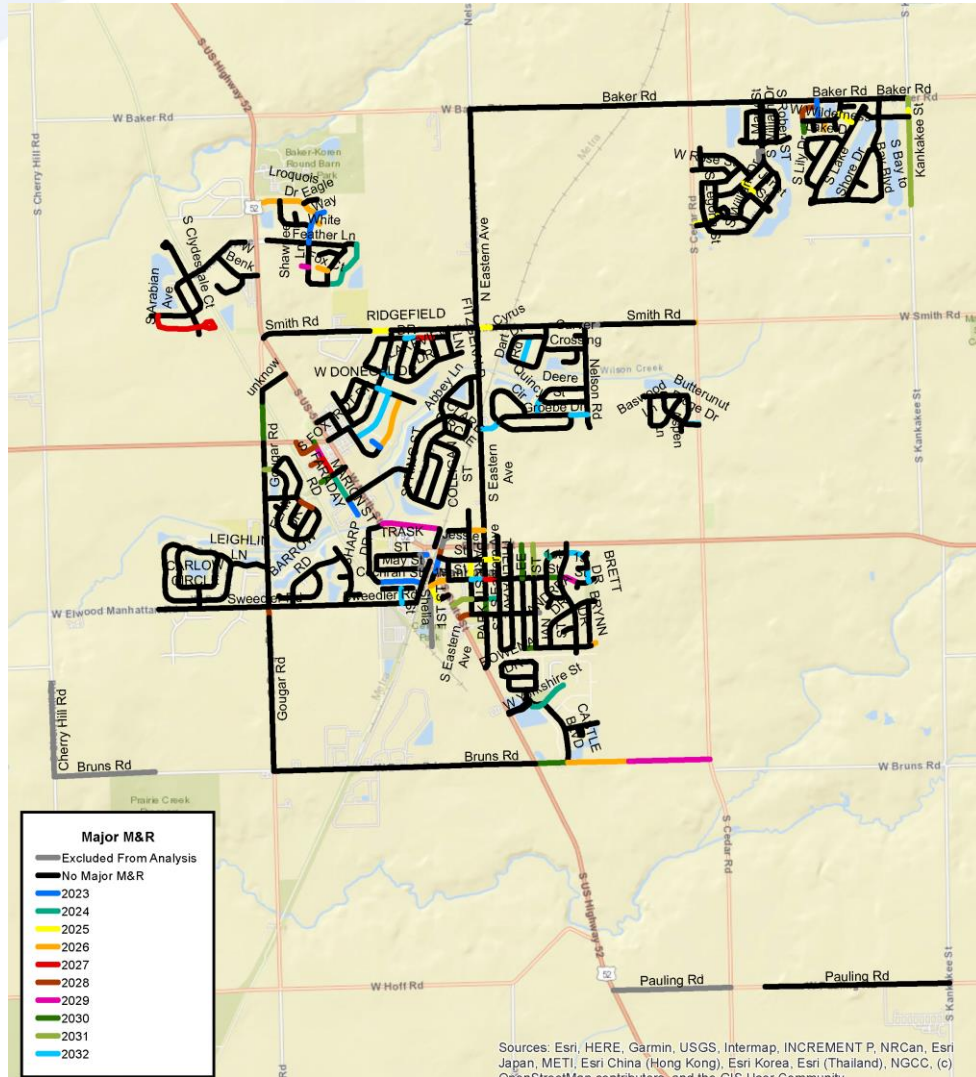


PAVER Implementation Future Projections

Pavement Condition by Year



PAVER Implementation Capital Improvement Plan



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

PAVER Training

- ARA will provide a 2-day PAVER training to local agency staff in a group setting (in-person).
- Temporary PAVER licenses will be provided. One permanent license provided upon request.
- ARA will provide up to 4 hours of support per local agency on the data upload, and PMS implementation.

The screenshot displays the PAVER software interface with several key components:

- Network Editor:** Shows a graph of a network segment with a legend and a table of activities.
- Activity Table:**

Date	Activity	Condition	Work Type
01/01/1987	Major	100	New Cr
05/27/1988	Major	100	Overlay
05/27/1988	Major	100	Base Cr
06/23/1989	Inspection	86	
10/10/1987	Inspection	86	
02/06/2002	Inspection	42	
06/10/2002	Lowest	41	Crack St
08/25/2004	Major	100	Overlay
08/25/2004	Lowest	100	Crack St
- Network Properties:** Section ID: A, Surface Type: AAC, Rank: P, Length: 4,000.00, Width: 100.00, True Area: 400,000.00.
- Edit Inspection:** Summary data at time of inspection, Branch Use: RUNWAY, Surface Type: AC, Rank: P, Length: 4,000.00 FT, Width: 100.00 FT, True Area: 400,000.00 SqFt.
- Distress Selection:** A grid of distress types with quantity input fields.
- Distress Table:**

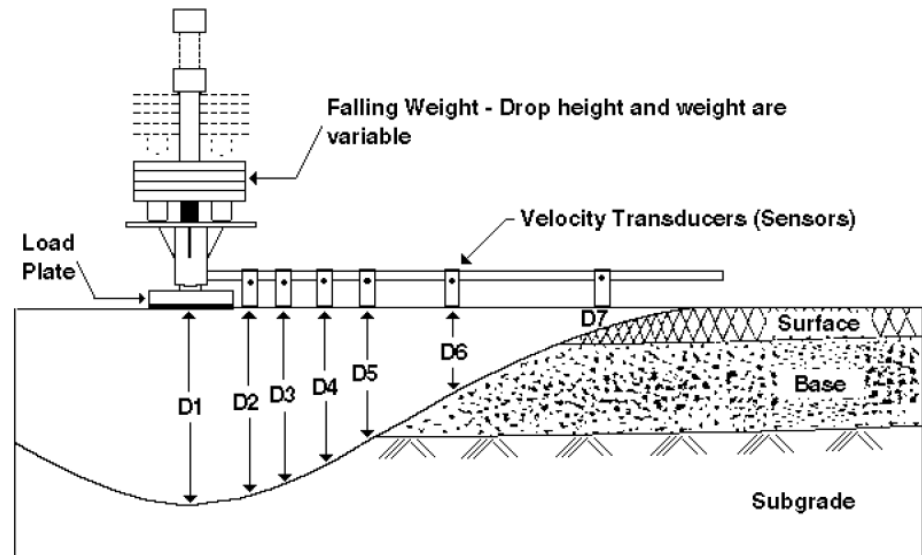
Quantity	Distress	Severity	Quantity	Units	Dist
4	43 BLOCK CR	Low	180.00	FT	
5	47 BLOCK CR	Low	3,459.87	SqFt	
- Map View:** Aerial view of the network segment with a legend and various toolbars.

Project Deliverables

- ④ **Draft written report to AECOM, CMAP and respective municipal staff for review prior to the finalizing the report.**
- ④ **A digital copy of the final pavement management report will be provided to AECOM, CMAP and the local agency.**
- ④ **Load all pavement data collected as part of this project into the latest version of PAVER for both the local agency and CMAP (One PAVER license provided to each municipality upon request).**
- ④ **Provide pavement images in an external hard drive (viewer access and feature class).**
- ④ **PAVER Training.**

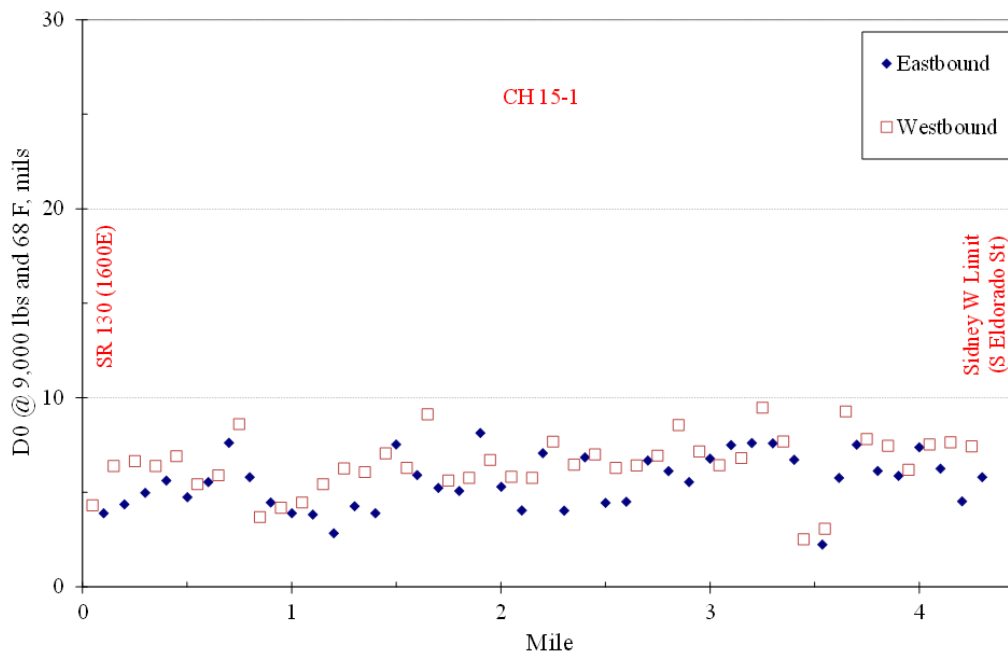
Falling Weight Deflectometer (FWD)

- ⊕ FWD is a mobile testing device that measures pavement structural response due to a dynamic, impact load.
- ⊕ Perform a single drop each at target loads of 6, 9, and 12 kips.
- ⊕ Deflections are measured by deflection transducers placed on the pavement surface @ 0, 8, 12, 18, 24, 36, & 60 inch.



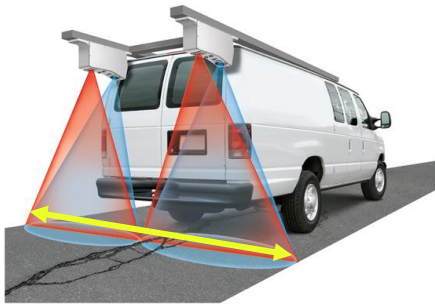
Falling Weight Deflectometer (FWD)

- Upon request, ARA will work with each agency to develop a scope and testing plan (network or project-level) that meets the needs and goals of each agency.
- Provides Maximum deflections, composite elastic modulus (E_p), subgrade resilient modulus (MR), and effective structural capacity of the pavement (S_{Neff}).

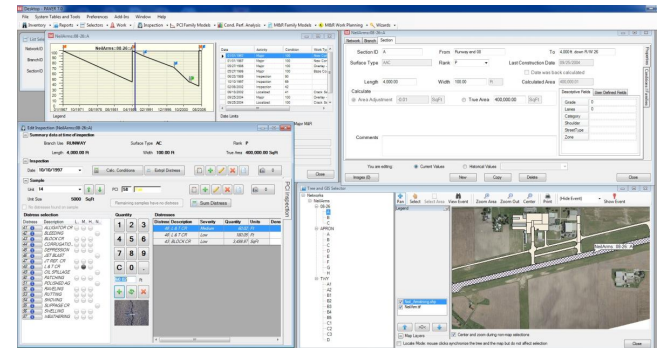


Next Steps!

- ④ Network Segmentation and questionnaire.
- ④ Data collection, Condition survey, and PMS Implementation.
- ④ Webex meeting with each agency to discuss condition survey results.



PCI Value	Pavement Rating
100	
85	Good
70	Satisfactory
55	Fair
40	Poor
25	Very Poor
10	Serious
0	Failed



AECOM

- File sharing through Teams
- Project status updates through dashboard and email



Thank You!

Questions??

Joe Stefanski, P.E. (Senior Engineer)
Lax Premkumar, P.E. (Senior Engineer)
Sumon Roy, (Staff Civil Engineer)
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100 Trade Centre Dr., Suite 200
Champaign, IL 61820
(217) 356-4500
jstefanski@ara.com
lpremkumar@ara.com
sroy@ara.com



Local Agencies Set To Collect Pavement Distress Data

Digital Survey Vehicle will objectively assess the condition of streets

Residents may see a vehicle like the one pictured below traveling on roadways between July 31, 2023 and August 4, 2023.

Chicago Metropolitan Agency for Planning (CMAP) has contracted with AECOM and Applied Research Associates, Inc. (ARA) for the road assessment and pavement management implementation for the following municipalities:

- Village of Diamond
- Village of South Holland
- City of Wilmington

AECOM is overseeing efforts of the project. Weather permitting, data collection will be complete by August 4, 2023.



Applied Research Associates, Inc. (ARA) will conduct an evaluation using one of their high-tech pavement evaluation vehicles. Navigating its way at posted speeds through the streets of each town, ARA will capture high quality digital images and laser data of pavement surfaces. The data will be used to perform a comprehensive analysis of the condition of Agency maintained roadways.

Lasers on the Digital Survey Vehicle (DSV) can measure the change in road surface within two-thousandth of an inch, or roughly 1/2 the thickness of a piece of paper in a single pass to identify cracking, rutting, texture, potholes, raveling and roughness. The DSV will also collect high definition digital images of the right-of-way every 20 feet.

Engineering staff at each agency will be able to use their collected data to manage street maintenance in the most cost effective and efficient manner for their short and long term roadway maintenance program. A combination of preventative maintenance techniques from crack sealing and patching, to asphalt resurfacing when a road surface has reached the end of its service life, can be used to ensure smooth, safe and economical pavements across a roadway network.

For information regarding data collection and pavement management plan, please contact ARA's Joe Stefanski at 217-356-4500. For general information on CMAP's Summer 2023 Pavement Management Program, contact Jose Rodriguez at 312-386-8806.



MEMO

Date: July 28, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Nancy Gross, Finance Director

Re: Moton Authorizing the Administrator to Execute a Contract with A.R. Brown & Sons Construction INC for Painting Services Associated with the RT 66 Wall Mural

Budget Impact: None – this portion of the project is paid for by Heritage Destinations (CVB) Grant Proceeds

History: In January, the City submitted a grant application to the Convention and Visitors Bureau for a Wall Mural project in the downtown and a RT66 Monument Sign to be placed in the City Center area (TBD). The Wall Mural will be installed in the downtown area at approximately the intersection of Baltimore Street (Route 66) and Water Streets. The Rt 66 Monument Sign will be placed on City Property within the Corridor and most likely in a park setting (which will include lighting and possibly benches and planters) to allow for parking within close proximity to the sign and provide for a scenic byway photo opportunity for visitors.

Staff Analysis: At the June 20, 2023 City Council meeting, the Council approved contracts for the masonry and mural portion of the project. The quotes for painting were received later.

Staff requested quotes from three contractors in the Wilmington area. Two responded as follows:

<u>COMPANY NAME</u>	<u>QUOTE AMOUNT</u>
A.R. Brown & Sons Construction INC	\$5,171 for labor and materials
Brown Bear Painting	\$5,500 for labor and materials

As A.R. Brown & Sons Construction INC is known to be in good standing with the City of Wilmington and as A.R. Brown & Sons Construction INC quoted the project for \$329 less than Brown Bear Painting, Staff respectfully requests and recommends a motion:

- **Authorizing the Administrator to Execute a Contract with A.R. Brown & Sons Construction INC for painting services associated with the RT 66 Mural Project in an amount not exceeding \$5,171**

A.R.Brown & Sons Construction INC

513 N. Kankakee St.

Wilmington, IL.60481

815-378-6264

arbrowncorstruction@gmail.com

FULLY INSURED

ESTIMATE

Please make checks payable to Anthony Brown

June 30, 2023

102 S WATER ST. WILMINGTON. IL 60481

This estimate includes power washing to remove loose paint

Some caulking around areas where water and elements would be invasive

Prepping and some scraping to further remove paint/caulk

Painting the entirety of the front face of the building only

Set and remove scaffolding

We will utilize barriers and caution tape

Reasonable cleanup of the site

Primer, paint, and caulk included.

Primer: SW Extreme Bond Exterior Primer

Paint: SW Pro Industrial DTM Acrylic Paint

Color: To be chosen upon acceptance of estimate

Total \$5171.00 Labor and Materials

This estimate is good for 30 days

Thank You!

Tony 815-378-6264



Estimate

2306-3008-3182

2023-06-30

Brown Bear Painting
4770 Weitz Road
Morris Illinois 60450
admin@brownbearpainting.com
815-325-2030

City of Wilmington - James Gretencord
1165 South Water Street
102 South Water Street - Site Location
Wilmington IL 60481
jgretencord@wilmington-il.com
(815) 671-6837

Exterior Painting

<i>Description</i>	<i>Total</i>
<u>Prep & Paint Exterior Front of Building</u> Pressure Wash, Scrape, Prime and Caulk (as needed) exterior front (east side) of building. Paint Brick, Door Frames, Window Frames and Cedar Siding	\$5,500.00
<i>Total</i>	\$5,500.00

Pricing for each line item includes all paint, labor and materials (unless indicated otherwise on the estimate).

Signature _____ **Date** _____