MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, January 20, 2023

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: Monday, January 23, 2023 at 7:00 p.m.

A G E N D A

- I. PLEDGE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS OF THE MONTH
- IV. VILLAGE CLERK REPORT
- V. RECOGNITION OF AUDIENCE
- VI. REPORT OF THE VILLAGE PRESIDENT
- 1. REFERRAL OF ASSET MANAGEMENT PLAN. Staff is nearly completed with this fairly large assessment of all Village assets but does not know which committee it gets referred to. Certain aspects of the plan fall under several committees. It is suggested that perhaps it remains with the Village President and we can review it as an entire Board. We would adopt this plan by resolution after review.

A. FINANCE AND ADMINISTRATION COMMITTEE – Jonathan Kypuros Chair, Ben Juzeszyn

1. CONSIDER A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AT EACH REGULAR VILLAGE BOARD MEETING. As was discussed in the workshop after the last meeting this would streamline our process, maintain internal controls and be easier on the staff and on our vendors. It will require the Finance Chair to come in before each meeting to review and sign off on the bills.

- 2. CONSIDER A RESOLUTION ADOPTING A FIVE YEAR FINANCIAL PLAN FOR THE VILLAGE OF BEECHER. This plan was also discussed at length at the workshop after the last Board meeting and there are three scenarios provided in the plan for the water and sewer departments and any combination of these scenarios can be selected to be included in the plan next year.
- 3. CONSIDER AN INVESTMENT PLAN FOR G.O. BOND PROCEEDS USING CERTIFICATES OF DEPOSIT OF VARIOUS LENGTHS OF TIME. A meeting is scheduled Monday with First Community Bank to come up with an investment strategy for the bond proceeds prior to using them for the public safety building. This interest can then be used to add to the building project. An update will be provided at the meeting.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE – Joe Gianotti Chair, Todd Kraus

- 1. POLICE STATION FACILITY UPDATE. The borings and topos will be completed by the end of the month. The floor plans have been approved and full design has now begun. We hope to have completed plans and be ready to go to bid by mid-April.
- 2. CONSIDER AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE BEECHER SCHOOL DISTRICT 200U FOR THE REPURPOSING AND USE OF THE TENNIS COURTS. The draft is enclosed and will be provided to the school district once the Village Board approves its draft.
- 3. CONSIDER A MOTION WAIVING BIDDING REQUIREMENTS FOR THE RESURFACING OF THE TENNIS COURTS AT THE HIGH SCHOOL. The Committee would like to lock in the pricing for this work and the contractor is willing to honor 2022 pricing as long as the job can be scheduled for this Spring. The asphalt also needs to cure for at least 30 days before any coatings are applied so this is the first step in the process.
- 4. CONSIDER A MOTION APPROVING A PROPOSAL FROM PAVEMENT SYSTEMS INCORPORATED IN THE AMOUNT OF \$40,131 FOR THE RESURFACING OF THE TENNIS COURTS AT THE HIGH SCHOOL. This proposal is enclosed.
- 5. FURTHER DISCUSSION ON PROJECT PICKLE IMPROVEMENTS. The Village has received one proposal from HCA which is enclosed and the Supt. is in the process of obtaining another bid. We need to decide how to proceed with this portion of the project.
- 6. CONSIDER A MOTION APPROVING A GRANT AGREEMENT WITH THE COUNTY OF WILL FOR \$25,562 IN GRANT FUNDS FOR THE INSTALLATION OF AN HVAC SYSTEM IN THE CONCESSION STAND AT FIREMEN'S PARK. If there is any funds needed above this amount the Fourth of July Commission will pick up. This is a reimbursement grant so the Village will have to expend these funds first.

- 7. CONSIDER A MOTION AUTHORIZING THE LETTING OF BIDS ON THE HVAC PROJECT IN FIREMEN'S PARK. A bid spec is enclosed. We will consider bids the second meeting in February.
- 8. CONSIDER A PROPOSAL FROM NUTOYS IN THE AMOUNT OF \$15,168 FOR THE PURCHASE OF PLAYGROUND EQUIPMENT IN FIREMEN'S PARK. We originally planned to spend \$50,000 on this project but believe that the addition of swings, spring toys and a teeter-totter would be better used in the park instead of adding to the playground strucuctre already there. This frees up funds to complete the lighting project which may go over the project budget. Some border timbers may have to be added to this design but we want to get this equipment ordered and built by public works before Spring. Additional funds will be required for the rubber mulch we have to add but we should come in way under budget on this portion of the project. Please see the enclosed proposal and diagram.

C. PLANNING, BUILDING AND ZONING COMMITTEE - Roger Stacey Chair, Joe Tieri

- 1. BUILDING DEPARTMENT ANNUAL REPORT for 2022 is enclosed for your review. Nine new homes were constructed in the Village last year. Value of new construction in the Village was \$5,197,928 and 449,602 in permit fees were collected.
- 2. THE PLANNING AND ZONING MEETING scheduled for January 27^{th} has been cancelled. Once again we have no agenda items.

D. PUBLIC SAFETY COMMITTEE - Joe Tieri Chair, Jonathan Kypuros

- 1. CONSIDER A MOTION DECLARING A 2011 CHEVY TRAVERSE AS SURPLUS PROPERTY. Since this was an asset seizure proceeds have to go back into the asset forfeiture account. This car needs to be sold.
- 2. NEW CHIEFS CAR. The 2021 Ford Explorer we purchased at the last meeting will be at the Village Hall Monday night for you to see.
- 3. CHIEF PRESENTS 2023 POLICE DEPARTMENT PLAN. This plan is enclosed.
- 4. POLICE OFFICER KRZYSZTOW SZWAB ANNOUNCES HIS RESIGNATION TO TAKE A POSITIOPN AS A POLICE OFFICER FOR THE VILLAGE OF WORTH; POLICE COMMISSION BEGINS SEARCH PROCESS FOR REPLACEMENT.
- 5. UPDATE ON I.G.A. WITH THE BEECHER FIRE DISTRICT REGARDING INSPECTIONS AND PLAN REVIEWS.

E. PUBLIC WORKS COMMITTEE - Todd Kraus Chair, Roger Stacey

- 1. WATER TOWER INSPECTED. If we do not have a written report in time for the meeting the Supt. can provide an update.
- 2. STREET LIGHT REPAIR UPDATE. We have noticed that many of the street lights we were reporting as being out were not being repaired by Com Ed as required through our lease agreements. What we discovered was a computer glitch at Com ed that classified all of the decorative acorn street lights in town as privately-owned lights. We notified Com Ed of the situation and they realized that this had become a regional issue where many lights were not being reported correctly in their system. This has since been corrected and we hope to have all these lights repaired soon.
- 3. UPDATE ON THE MANHOLES ALONG DIXIE HIGHWAY IN THE SOUTHBOUND LANE OF TRAFFIC. This has been another long-running issue in the Village and the Supt. had a meeting in the field with IDOT officials and an update will be provided.
- 4. PENFIELD STREET CONSTRUCTION COORDINATION AND SCHEDULING MEETING is currently being set up for early February. A proposed work schedule from Iroquois Paving will be distributed Monday night. It appears the bridge will be taken out of service on Monday, March 27th and that work will begin on Penfield from Maxell to Reed beginning on April 7th. It appears the bridge will re-open on April 19th but we have to clarify that. There also appears to be a 2 week shut down of the job from June 29th through July 20th but those may be used for bad weather days. Project completion is scheduled for September 15th.
- F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE
 Ben Juzeszyn, Chair, Joe Gianotti

No report

- G. OLD BUSINESS
- H. NEW BUSINESS
- I. ADJOURN INTO EXECUTIVE SESSION (if necessary)
- J. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER HELD AT THE BEECHER VILLAGE HALL, 625 DIXIE HIGHWAY, BEECHER, ILLINOIS JANUARY 9, 2023 -- 7:00 P.M.

All present joined in the Pledge to the Flag.

President Meyer called the meeting to order.

ROLL CALL

PRESENT: President Meyer and Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

ABSENT: Trustee Juzeszyn.

STAFF PRESENT: Clerk Janett McCawley, Administrator Robert Barber, Public Works Superintendent Matt Conner, Treasurer Donna Rooney, Chief Terry Lemming, Code Enforcement Officer David Harrison and EMA Director Bob Heim.

GUESTS: Mike Waterman, Justin Bakker, Erik Gardner, George Schuitema, Bond Placement Agent David Pistorius and Steven DeHaan from S & K Security.

President Meyer asked for consideration of the minutes of the December 12, 2022 Board meeting. Trustee Kypuros made a motion to approve the minutes as written. Trustee Tieri seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

RECOGNITION OF AUDIENCE

ORDINANCE #1384 – An Ordinance providing for the issuance of General Obligation Bonds, Series 2023, of the Village for the purpose of building and equipping a public safety facility for the Beecher Police Department and the payment of the expenses incident thereto, providing for the levy and the collection of a direct annual tax sufficient for the payment of the principal and interest of said bonds, and authorizing the sale of said bonds to the purchaser thereof. The Bond Ordinance for the Public Safety Facility was presented to the Board and the bond process was explained by Bond Placement Agent David Pistorius. He provided the bond schedule, explained People's National Bank of Kewanee. Bond amount to receive is \$3,950,000. He explained capitalized interest and how the bonds will affect the tax levy. The Board learned that we will need to open a new account to deposit the bond money into. The bonds can be called in seven years and debt can be restructured if interest rates are lower at that time. Trustee Kypuros made a motion to approve Ordinance #1384. Trustee Tieri seconded the motion.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

Steven DeHaan from S & K Security said he lost business in Beecher because of a new ordinance that requires alarm monitoring to now go directly to Laraway. He wanted to know why the monitoring couldn't go through the alarm company instead of directly to Laraway. He felt there should be a grandfather clause that would allow the business to continue the way it was before. This is not a Village ordinance so the Village does not enforce this. This is a 9-1-1 requirement by Laraway and 9-1-1, according to members of the Fire District. Mr. DeHaan was advised to contact the businesses and see where the letter came from, or contact Laraway Dispatch Center to ask about this.

CLERK'S REPORT

A report was provided of income received in December, 2022.

REPORTS OF VILLAGE COMMISSIONS

Beautification Commission – No report.

A 4th of July Commission update was provided. Trustee Kraus asked what new car was being considered. Trustee Gianotti explained that the Car Committee has been looking for a vehicle but is having a hard time finding a vehicle for under \$30,000, due to lack of current stock. The Committee is looking at other options for a raffle vehicle. Trustee Kypuros felt it is still good to go through the bid process in the future. Trustee Kraus made a motion authorizing the waiving of a formal bid process for the purchase of a raffle car as long as sealed proposals are sought from different dealers and opened at the same time. Trustee Stacey seconded the motion.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

A Youth Commission report was provided by Administrator Barber. The next event is bowling on Martin Luther King Jr. Day at Pin and Tonic. Clerk McCawley will attend their next meeting in the absence of Trustee Juzeszyn.

Clerk McCawley reported that the next Historic Preservation Commission meeting will be held on January 18th at 6 p.m. at the Depot. The Commission is still looking for new members.

VILLAGE PRESIDENT REPORT

President Meyer discussed issues with the Intergovernmental Agreement with the Fire District for inspections and plan reviews. President Meyer explained the history of the Intergovernmental Agreement that was signed in 2018 between the Village and Fire District to do fire inspections of local businesses. At a previous meeting, there were concerns expressed about communication between the Fire Inspector and businesses. A meeting was held between the Fire District and Village representatives. President Meyer went through the agreement and felt some changes needed to be made. She requested referral of the agreement back to the Public Safety Committee to go over and determine the goal of the inspection process and what needs to be done. The program has become bigger than when the agreement was first approved and has changed. The Committee asked for direction from the Board as to what changes need to be made to the agreement

and find common ground on this issue. President Meyer said main issue is the communication style exhibited during the inspection process. Trustee Kypuros expressed an example of a business who had issue at last meeting that the requirements kept changing from the Fire Inspector, and felt these things need to be communicated better. President Meyer referred the Intergovernmental Agreement with the Fire District for inspections and plan reviews to the Public Safety Committee for review and discussion with the Fire District.

A. FINANCE AND ADMINISTRATION COMMITTEE

Trustee Kypuros made a motion to approve the Treasurer's report of financial activity in the prior month. Treasurer Rooney was present and provided a report. Trustee Tieri seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

Variance reports for the previous month were included in the packet for review.

Bills received since Friday were read aloud. Trustee Kypuros made a motion to approve payment of the list of bills in the amount of \$88,848.95 and payrolls for the previous month. Trustee Gianotti seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

The Finance Committee will hold a workshop after the regular Board meeting on the Five-Year Plan and a request to have Saturday or extended office hours at the Village Hall.

The Personnel Manual has been reviewed by labor counsel and a second draft will be presented to the Committee for review soon.

The budget process is set to begin. A Finance Committee workshop will be held on Saturday, February 25th at 7 a.m. at the Village Hall.

Trustee Kypuros made a motion to hold a public hearing on the proposed budget at 7 p.m. on Monday, April 24th. Trustee Kraus seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

Trustee Kypuros made a motion to relocate the Village Board meeting on Monday, March 27th to the Public Works garage located at 30251 Cardinal Creek Boulevard and hold the meeting at 6 p.m. Only necessary items will be considered at the meeting because the meeting will be held for the purpose of a budget workshop. Trustee Tieri seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

Trustee Gianotti made a motion approving the purchase of light fixtures and poles for the path in Firemen's Park using ARPA funds in the amount of \$27,322.00 from Lightmart. Proposals were provided in the packet for review. Trustee Kraus seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

Trustee Gianotti made a motion authorizing the purchase of three picnic tables, eight park benches and two garbage receptacles for Firemen's Park from Kirbybuilt in the amount of \$8,781.95. Proposal was provided in the packet for review. Trustee Kraus seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

Pedestrian bridge replacement in Firemen's Park was discussed. It was previously thought the best course of action for this bridge was to replace the steel plates with TREX decking and aluminum side rails mounted to the beams, due to the amount and type of traffic that goes over the bridge. Superintendent Conner is now looking at other options because he found out TREX decking is very slippery. Trustee Kypuros suggested wood planks but some concerns were expressed about how long wood would last over the creek due to the moisture. Committee is still looking at options.

A public safety facility update was provided. The architect and the engineer met to discuss the design of the building with a May or June completion date for the design. The decision will be made then as to when to go to bid on the project. The architect also met with Chief Lemming and several officers to fine tune the floor plan and a new draft of that plan was provided for review to the Board on the table. Chief Lemming said the floor plan is close to being decided upon.

A Project Pickle update was provided. Superintendent Conner met with HCA Sports Flooring and they recommended a new coat of asphalt be put on before they apply their product. Administrator Barber and School Superintendent Gaham met and verbally agreed to the contents of an IGA and the Village Attorney is drafting it for adoption by both parties later this month. A copy of the HCA Sports Flooring agreement was provided in the packet for review.

C. PLANNING, BUILDING AND ZONING COMMITTEE

The Building Department monthly report was provided in the packet for review.

In honor of Law Enforcement Appreciation Day, Trustee Stacey recognized the Police Department and Bob Heim for the work he does for the EMA.

D. PUBLIC SAFETY COMMITTEE

The Police Department, EMA and Code Enforcement monthly reports were provided in the packet for review.

The results of "Holiday with Heroes" project was provided. Several families came to the event. It was held at the Fire Department and was very successful. Board members who shopped were thanked by Chief Lemming.

Results of the new snow parking ordinance enforcement were provided by Chief Lemming. No citations were issued. Snow wasn't over 2" but drifting was a problem. After first warning a second violation will result in a citation.

Status of part-time officers was provided by Chief Lemming. A part-time officer will begin working later in January. Officer has truck enforcement background but still needs part-time academy. According to Chief Lemming, more part-time officers are still needed, so another ad will be run on the Blue Line.

The Board considered purchasing a used car to replace Chief Lemming's current vehicle. The Chief found a 2021 Ford Explorer for \$25,000 at a dealer in Wilmington. Funds would be used from the Police CESFA fund for this purchase. The 2011 Chevy Traverse will be sold by silent bid and those funds will be placed back into the CESFA account. Trustee Tieri made a motion authorizing the purchase of a 2021 Ford Explorer having 22,754 miles and a 150,000-mile warranty in the amount of \$25,000 from D'Orazio Ford of Wilmington, IL. Trustee Kraus seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

E. PUBLIC WORKS COMMITTEE

The Public Works Department, Water Department and Sewer Department monthly reports were provided in the packet for review.

The water billing register for November and December was provided in the packet. The billed to pumped ratio was over 75% during this period, compared to 70% for same period last year.

Trustee Kraus made a motion to approve payment in the amount of \$27,844.96 to Brandt Excavating as final payment on the lead line removal program, subject to receipt of funds by the IEPA loan program. Trustee Kypuros seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

Will County has advised the Village that Indiana Avenue will be resurfaced from Dixie Highway to Route #50 in 2023. Superintendent Conner explained some ADA requirements that the Village will have to comply with. He was informed that Will County will provide a list of ADA compliance items that have to be done and the cost may be split between Will County and the Village.

It was reported that CMAP released a report on the Beecher Urban Forest. This data is being used to secure federal grant funding for urban re-forestation. Administrator Barber applied for federal funding for more parkway trees.

Superintendent Conner met with IDOT today regarding a sinking manhole on Dixie Highway at Hodges. IDOT will look into who is responsible. It depends on if the structure is sinking or if it is the asphalt failing. Public Works patched the area last week, which is holding up so far, but may need to be repaired later this year.

Water tower structural inspection is scheduled for Wednesday.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

No report.

G. OLD BUSINESS – None.

I. NEW BUSINESS – None.

There being no further business, President Meyer asked for a motion to adjourn. Trustee Gianotti made a motion to adjourn the meeting. Trustee Kypuros seconded.

AYES: (5) Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion carried.

Meeting adjourned at 8:08 p.m.

Respectfully submitted by:

Janett McCawley
Village Clerk

MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE IMMEDIATELY FOLLOWING THE VILLAGE BOARD MEETING HELD AT THE BEECHER VILLAGE HALL, 625 DIXIE HIGHWAY, BEECHER, ILLINOIS JANUARY 9, 2023 -- 8:20 P.M.

ROLL CALL

PRESENT: President Meyer and Trustees Kypuros, Gianotti, Tieri, Stacey and Kraus.

ABSENT: Trustee Juzeszyn.

STAFF PRESENT: Clerk Janett McCawley, Administrator Robert Barber, Public Works Superintendent Matt Conner, Treasurer Donna Rooney and Chief Terry Lemming

The Board discussed the following items:

- I. The Board discussed request to consider the need for Saturday or evening hours at the Village Hall. A memo from Clerk McCawley was provided recommending not extending the hours. A list of reasons explaining why there isn't a current need were provided. After discussion, Trustee Kypuros recommended not to extend the hours at this time. Clerk McCawley will look into whether the Village can accept payments by phone and ask other villages whether they do this or not. Discussion occurred about manning the new Police Station during regular hours when secretary is off or out to lunch. Chief Lemming said the new body camera law where everything is recorded will be very labor intensive and the Police Secretary is already inundated with requests for copies of body camera footage. He would like to have another employee for coverage for when the secretary is not in and can also provide Village services on Saturday at the police station since they may need to be open extra hours. Chief Lemming would like this in the 5-year plan.
- II. The Board discussed a process for paying bills twice a month. A memo from Clerk McCawley was provided with recommendations for the process. The Board would like to continue with Committee Chair reviewing all bills before they are considered for payment at the Board meeting. This would mean the Committee Chair would have to do this twice a month once implemented. Chair Kypuros recommended moving forward with paying bills twice a month. This will be approved by Resolution and be instituted in February.
- III. The Board discussed the 5-year financial plan document.
 - 1. The future of Ron Emery's training and apprenticeship for WWTP operation was discussed. It was agreed that investing in Emery's future is important. Trustee Kypuros discussed replacement of Ron Emery in Public Works if he goes to Sewer Plant full-time and if there is a need to replace him. This matter will need to be looked at during budget time. Trustee Kypuros suggested possibly contracting out mowing or other services or utilizing more part-time

- workers. A possible park district could also affect how many employees are needed.
- 2. The Board discussed that the Sewer Fund is not generating sufficient revenues to operate the new WWTP and the need to increase rates to pay for operations and plan for capital improvements in 2024. Trustee Kypuros recommended raising the rates to keep up with inflation, and maybe skip the water increase for a year for a larger increase in the sewer.
- 3. It was reported that the General Fund is healthy. No changes are needed. The Board needs to come up with a succession plan for Village Administrator. A meeting will need to be held soon with staff to discuss succession plans.
- 4. The Board discussed the need to increase the Police CESFA to cover the increasing costs of new police vehicles.
- 5. Chief's car issue has been solved.
- 6. The Board discussed the future of the SRO program. Trustee Kypuros felt this is an essential program and will need to renegotiate with the School District to keep this program in place.
- 7. \$60,000 has been designated in General Fund for the Zoning Ordinance.
- 8. \$12,000 has been budgeted for Village Administrator overlap. The recruitment and selection process for replacement of the Village Administrator needs to be discussed. A meeting will be scheduled to discuss this.
- 9. \$22,000 has been budgeted to replace bed in the 2003 International.
- 10. The Board discussed plan for Public Works CESFA and the need for replacement of existing equipment. The Board discussed where money should come from for a new mini excavator.
- 11. The Board discussed how to fund credit card absorption fees in the future.
- 12. MFT will bear burden of Penfield Street construction debt.
- 13. Use of infrastructure funds was discussed.
- 14. The need to set aside money for meters in the Water Fund was discussed.
- 15. \$13,000 -\$17,000 is to be set aside each year in the Sewer Fund for the replacement of one pump.
- 16. Watermain replacement projects for the next five years were reviewed.

A resolution will be presented at the next Board meeting to approve the 5-year plan. Estimates for scenarios of a rate increase in water and sewer funds will be drafted by Administrator Barber to be considered by the Board.

Meeting	adjourned	at 10:06	n.m.	

Respectfully submitted by:

Janett McCawley Village Clerk

DESOI	UTION#	
KESUL	UIIUN#	

A RESOLUTION ALLOWING FOR THE PAYMENT OF BILLS AT EACH REGULAR MEETING OF THE BEECHER VILLAGE BOARD

WHEREAS, the Village board approves a list of bills to be paid at the first meeting of every month; and

WHEREAS, this process can result in five weeks between payment cycles resulting in interest and penalty due and calls from vendors; and

WHEREAS, the village's new software system can streamline the bill payment process and allow provide smaller lists of bills for the Board to review; and

WHEREAS, staff has developed a system for the payment of bills twice each month as long as the Chair of Finance can review the bills for payment prior to each board meeting;

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Beecher, Will County, Illinois, that the Village Board will consider the payment of bills at each regular meeting.

Approved by motion this	day of	, 2023.	
MOTION:	SECOND:		
AYES: NAYS:	ABSENT:		
APPROVED BY ME THIS _	DAY OF	,,	
ATTEST.		Marcy Meyer Village President	
ATTEST:			
Janett Conner Village Clerk			
Date			
(SEAL)			



MEMORANDUM

TO:

ROBERT BARBER, VILLAGE ADMINISTRATOR AND

JONATHAN KYPUROS, FINANCE AND ADMINISTRATION

COMMITTEE CHAIR

FROM:

JANETT MCCAWLEY, VILLAGE CLERK/OFFICE MGR

DATE:

JANUARY 9, 2023

SUBJECT: PROPOSAL TO PAY ACCOUNTS PAYABLE BILLS TWICE A

MONTH (INSTEAD OF ONCE A MONTH)

I am recommending the Village change paying of bills to twice a month, at every board meeting. If a meeting is cancelled, due to a holiday or other reason, bills will only be paid once that month. This will make the bill process more manageable for entering bills, printing checks, etc. (which currently takes a full day's work.) Paying bills twice a month will help eliminate past due balances, calls from vendors about past due balances and the need to call and request removal of late fees.

This request is dependent upon the Finance Committee Chair's ability to review bills twice a month instead of once a month. Splitting the bill paying process will reduce the quantity of bills to be reviewed each time, so it will take less time.

Proposed schedule for paying bills (subject to department head review):

- ✓ Bills will be paid at both the first and second Board meetings of the month (unless a holiday or cancellation occurs.
- ✓ Bills submitted/received at the Village Hall by the Tuesday before the next Board meeting will be put in order by Patty.
- ✓ Department heads will review the bills, initial them and assign account numbers by the Wednesday afternoon before the next Board meeting.
- ✓ Finance Chair will review the bills (before approved at the Board meeting) any time after Wednesday afternoon.
- ✓ Janett or Donna will enter the bills into Locis and print a Locis Board report by Friday morning to be placed in the Board packet. This will replace Bob's Excel spreadsheet report (eliminating duplicate work.) The list will also be emailed to the Board the Friday before the meeting.
- ✓ After the bills are approved at Monday night's meeting, the checks will be printed on Tuesday, signed by the Treasurer and mailed.

I'm hoping this change will make things easier for everyone, but there may be a few minor things that have to be tweaked to make it all work.

February 2023	2023			February 2023 Su Mo Tu We Th 12 13 14 15 16 19 20 21 22 23	Fr Sa Su Mo 3 4 5 6 10 11 5 6 17 18 12 13 24 25 19 20	March 2023 Tu We Tin Fr Sa 7 8 2 3 4 4 14 15 16 17 18 21 22 23 24 25 28 29 30 31
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 29	30	31	Feb 1	2	м	4
ro.	9	7 BILLS DUE	8 DEPARTMENT HEADS SIGN	9 BILLS ENTERED INTO LOCIS FINANCE CHAIR APPROVES	10 LOCIS BOARD REPORT FOR BOARD PACKET	
12	13 BOARD APPROVAL OF BILLS Payroll 7:00pm Board Meeting	14 PRINT CHECKS AND MAIL	15	16	17	18
19	20	21 BILLS DUE	22 DEPARTMENT HEADS SIGN	23 BILLS ENTERED INTO LOGIS FINANCE CHAIR APPROVES	24 LOCIS BOARD REPORT FOR BOARD PACKET	25
26	27	28	Mar 1	2	3	4

01/09/2023 12:12 PM

PRINT CHECKS AND MAIL

BOARD APPROVAL OF BILLS
Payroll
7:00pm Board Meeting

Donna Rooney

RESOLUTION #

A RESOLUTION ADOPTING A FIVE YEAR FINANCIAL PLAN FOR THE VILLAGE OF BEECHER

FY 2023 THROUGH 2027

WHEREAS, it is standard practice for the President and Board of Trustees to annually consider a five year financial and capital improvements plan document, and;

WHEREAS, this document for fiscal years 2023 through 2027 has been reviewed by the Board of Trustees, and;

WHEREAS, this document fulfills a planning process as a formal policy of the President and Board of Trustees; however, it does not constitute approval of the projects or the specific time periods in which they will be considered;

NOW THEREFORE BE IT RESOLVED, by the PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS that the attached document is hereby considered a formal, five year financial and capital improvements plan for the Village of Beecher effective this date for the fiscal years 2023 through 2027, and;

BE FURTHER RESOLVED, that the various committees of the Beecher Village Board and Village Departments will consider this document when preparing their budgets for the fiscal year 2023 - 2027.

ADOPTED T	THIS DAY OF			, 2023.
MOTION:	42	_	SECOND:	
AYES:	NAYS:	ABSTAIN:	ABSENT:	
			Signed:	
			Village President	
Attest:	Village Clerk	<u> </u>		

(SEAL)

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BEECHER AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U RELATED TO THE VILLAGE'S INSTALLATION OF SPORTS COURTS ON THE HIGH SCHOOL PROPERTY

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois ("Village"), are authorized by the "Intergovernmental Cooperation Act" (5 ILCS 220/1) to enter into contracts or otherwise associate with other public agencies in any manner not prohibited by law or ordinance; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have requested the Beecher Community School District ("School") to use the former tennis courts at the High School to install and maintain new sports courts improvements; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that it is in their best interests to enter into an intergovernmental agreement with the School, which is public agency pursuant to 5 ILCS 220/2, for the installation of the sports courts on the High School property; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the Illinois Compiled Statutes, as amended from time to time, the proposed Intergovernmental Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute an Intergovernmental Agreement with the School for the installation of the sports courts on the High School property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the Village Board of the Village of Beecher, Will County, Illinois, does hereby approve the document entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U RELATED TO THE VILLAGE'S INSTALLATION AND MAINTENANCE OF SPORTS COURTS ON THE HIGH SCHOOL PROPERTY" by and between the Village of Beecher, and the Beecher Community School District, a true, correct and complete copy of which is marked as *Exhibit A*, attached hereto, and incorporated by reference as if fully set forth herein, and the Village Board does hereby further authorize the Village President and the Village Clerk to execute *Exhibit A* on behalf of the Village of Beecher and to perform any other action as may be necessary or convenient to effectuate this Ordinance.

SECTION TWO: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no

legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

SECTION FOUR: That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President, and its publication as required by law, and recording.

PASSED a	nd APPROVED this _	day of	, 2023.	
**				
Yeas:				
Nays:				
Abstain:	New York Control of the Control of t			
Present:	9 800 800 800 800 800 800 800 800 800 80			
ATTEST:		Marcy Me	eyer, Village Presider	nt
Janett Conner, Vill	age Clerk			

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U RELATED TO THE VILLAGE'S INSTALLATION AND MAINTENANCE OF SPORTS COURTS ON THE HIGH SCHOOL PROPERTY

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and between the Village of Beecher (hereinafter "Village"); and Beecher Community School District #200-U (hereinafter "School") all in Will County, Illinois, to authorize the Village to install certain sports courts on the former School tennis court area at the High School.

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as "any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement."; and

WHEREAS, the Village and the School are all units of local government within the corporate boundaries of Will County, Illinois; and

WHEREAS, the School seeks to authorize the Village to utilize the School's former tennis courts area to install new sports courts; and

WHEREAS, the installation of such new sports courts will provide a benefit to the School and Village and the residents of Beecher.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the Village and the School agree as follows:

1. <u>Incorporation of Preambles</u>. The foregoing Recitals are hereby incorporated herein as if fully set forth herein.

- 2. <u>Term</u>. The Term of this Agreement shall be from January 1, 2023, to December 31, 2043, provided however, that this Agreement shall only be effective when executed by the Parties and authorized by respective Parties. This Agreement shall renew automatically for additional successive one (1) year periods unless either party notifies the other party at least ninety (90) days prior to the end of the current term.
- 3. <u>Authorization.</u> The School hereby authorizes the Village to use the School former tennis courts located west of the High School building subject to the following conditions:
 - a. The Village will install a Futsal court (56' x 90'), a Basketball half-court (47' x 50'); three Pickleball courts (20' x 44' each) and related facilities (collectively "Sports Courts");
 - b. The Village shall pay the amounts due to the contractor awarded the bid for the Sports Courts improvements as the payments become due. The Village shall ensure that all applicable laws and procedures have been complied with for this public project and that Village's contractor has the necessary and appropriate insurance covering the School property. School hereby grants a continuing license during the term of this Agreement for access to School property for the construction and maintenance of the Sports Courts.
 - c. The School Superintendent will be notified prior to the start of the construction of the Sports Courts; will be allowed to participate in all construction progress meetings; will be allowed to monitor work; and will be able to make decisions on behalf of the School for any questions that occur during the installation of the new Sports Courts by the Village;
 - d. The Village will reasonably maintain such Sports Courts improvements while the Agreement is in effect;
 - e. The School, on School property, shall provide six (6) dedicated parking spaces, including one (1) handicapped-accessible space, close to the entrance of the Sports Courts and the Village shall stripe and provide signage for the dedicated spaces;
 - f. The hours of use shall be sunrise to 10 pm and the Sports Courts shall be available for use on a first-come, first serve basis unless the School has specific dates and times for use and such restrictions are agreed to by the Village and such restrictions posted;
 - g. Lights for the Sports Courts will be on a photo cell or timer and lights will shut off at 10 pm;
 - h. Rules for use of the Sports Courts shall be posted on the fence and all users of the Sports Courts shall obey such rules or will be required to leave; and
 - i. In the event that the Sports Court area is locked, the School shall provide access to the Sports Courts.
- 4. <u>Indemnification</u>. The Village agrees to indemnify, defend and hold the School harmless from any and all claims, costs or other liability that is or may arise from the Village's installation, use, and maintenance of the Sports Courts, except for those due to any act or omission of a School agent. The School agrees to indemnify, defend and hold the Village harmless from any and all claims, costs or other liability that is or may arise from the School's use of the Sports Courts, except for those due to any act or omission of a Village agent.

- 5. This Agreement may be amended at any time by mutual agreement of the Parties; provided however, that before any amendment, a resolution of each of the Parties must be passed.
- 6. The address of each entity for notice purposes pursuant to this Agreement is as follows:

Village of Beecher, P.O. Box: 1154, 625 Dixie Highway, Beecher, IL 60401

ADDDOVED.

Supt. Beecher Community Unit School District #200-U, P.O. 338, 538 Miller St., Beecher, IL 60401

7. All disputes and differences that may hereafter arise between the Parties shall be placed before an arbitrator to be agreed upon between the Parties who shall hear the dispute and differences and such decision shall be binding on the Parties. If the parties cannot agree on an arbitrator, the disputed matter or difference shall be submitted to the American Arbitration Association or any other recognized arbitration association for a binding decision. The costs of the arbitrator shall be equally shared by the disputing Parties.

IN WITNESS WHEREOF, the Village of Beecher, by its President and attested by its Clerk; and the Beecher School District #200-U, by its President and attested by its secretary, all have executed this agreement with a copy of the Ordinance or Resolution authorizing its execution by each Party being attached hereto.

ADDDOVED.

AITROVED.	AFFROVED:
Village of Beecher	Beecher Community School District #200-U
By: Village President	By:President
Attest: Village Clerk	Attest:Secretary



13820 S. California Avenue • Blue Island, IL 60406 (708) 396-8888 • Fax (708) 396-8693 www.PavementSystems.com

PROPOSAL & CONTRACT

We hereby propose to furnish all material and perform all the labor necessary for the completion of work as follows:

0009-23

PROPOSAL SUBMITTED TO: Matt Conner

JOB SITE Village of Beecher court overlay - Updated 1-10-23, 538 Miller, Beecher, IL 60401

Spring 2023 Court Overlay at Beecher High School - UPDATED 1-10-23:

Patch at 6 posts and bases, removed by others, with up to 3 tons of surface asphalt.

Overlay the 13,924 square foot court area, to include:

- clean the existing asphalt and apply a tack coat
- over the area with 2.5" of surface asphalt, which includes a leveling course.

NOTES: Work to be done in 1 mobilization and on a weekday. Exclusions: excavation, removal, proof roll, testing, plumbing structure adjustments, de-watering, pavement markings, layout, engineering, staking, saw cutting, barricades, flagmen, traffic control, permits, as-built drawings, bonds and landscape restoration. Additional mobilizations will incur extra charges. All areas to be paved must be accessible to a fully loaded six wheel dump truck. All prices quoted are based on our current insurance limits per the attached sample certificate. BACKGROUND CHECKS,

FINGERPRINTING, DRUG TESTING OR EMPLOYEE TESTING OF ANY KIND ARE NOT INCLUDED IN THIS BID. Existing drainage patterns to remain. This proposal does not include sales tax. Water must be provided for us to use from on outdoor spigot at no charge to Pavement Systems, Inc.

Fence removal and replacement for our six wheel truck access, including top rail, by others.

Concrete wheel stop removal and re-pinning for our six wheel truck access by others.

Job site info, acceptance of proposal and base bid pricing at the bottom of page 3.

See the back of this page and the following page for our General Specifications.

All of the services we provide are described in these specifications.

Only the services that are listed above are included in this proposal.

GENERAL SPECIFICATIONS

These are general specifications for our most common services. Some or all of these services may be included in your specific proposal (See page 1). There also may be differences on your proposal, which would supersede these specifications.

SEALCOATING

Prior to sealing, the entire area will be swept and cleaned of all dirt and debris with hand brooms and blowers or a sweeper truck as the particular project warrants. Oil spots that require priming will be cleaned and primed as necessary with a latex primer. Please note that areas of asphalt with severe oil saturation will not accept the coating even if primed, thus replacement of the asphalt may be necessary. All concrete edging will be done with fine bristle brooms to prevent splashing the sealer on the concrete. Finally, the pavement sealer will be applied in 2 coats at a rate of 3 gallons per 100 square feet or as indicated on the proposal.

The sealer will meet all requirements of federal specification ASTM D 5727 (old RP-355e) and will be fortified with 4 pounds of Black Beauty aggregate per gallon of sealer for added skid resistance and durability. Tarmax latex rubber additive will be added to the mixture at a rate of 4 gallons per 100 gallons of sealer to provide added flexibility and durability to the finished coating.

Please note that for most applications (excluding residential driveways) sealer is best applied in 2 coats. Since sealer, as with most waterborne products, does not cure properly if the coating is too thick, it is recommended that the sealer be applied in 2 separate coats thereby achieving the proper cure as well as a final film thickness equal to or greater than a 1-coat application.

Please note that sealer is not a suitable crackfilling material. The sealer will fill very minute cracks and voids; but when applied to a crack or void greater than its acceptable thickness, it will either not cure or will shrink and crack in a relatively short period of time. The only proper crackfilling material is a rubberized material specifically designed for sealing cracks.

PAVEMENT MARKINGS (STRIPING)

Prior to striping, the specific areas to be painted will be cleaned as necessary of minor debris with hand brooms. The specific markings will be measured and chalk lines will be snapped as necessary. Finally, the traffic marking paint will be applied at a rate of approximately 100 square feet per gallon per coat producing a wet film thickness of approximately 15 mils per coat. All paint used will meet or exceed Illinois Department of Transportation specifications.

CRACKFILLING

Cracks ¼ inch in width and greater will be routed to a width and depth of ½ inch and cleaned of all dust and debris with a compressor providing a minimum of 100 PSI and 185 CFM. Routing and cleaning of the cracks is a vital part of the process, as the crackfill material needs a properly prepared and cleaned reservoir so that it will bond with the sides of the crack and remain in the crack. The cracks will then be filled with rubberized hot tar crack sealant. The cracks will be slightly overfilled and relieved of excess material by striking off the excess forming a band on either side of the crack. This method is recommended by the manufacturer and ensures that the proper amount of material is poured into the crack, while preventing an excess that might lead to the material being pulled from the crack by snow plow blades, stationary power steering turns, etc. Please note that as the material cools it will contract slightly leaving a meniscus or slightly beveled effect in the crack. This is not a problem with the material and is desired, as there is a risk of the material being pulled from the crack if it is flush or slightly raised. Please see your proposal for the actual quantity of cracks to be filled. Filling of additional cracks would incur an additional charge.

The crackfill material will meet all requirements of federal specifications AASHTO M 173 and ASTM D 3405 and will be heated in an oil-jacketed double boiler with thermostatic controls and mechanical agitation. Please note that areas of asphalt that are "alligated" will not be filled as that asphalt condition warrants replacement patching, and filling those cracks is not cost effective. Please also note that crackfilling is a functional maintenance procedure and is not an aesthetic remedy for unsightly cracks. Sealcoating over the crackfilling material will hide the material for a short period of time, but the cured sealcoat material is a rigid coating and will eventually flake off the flexible crackfill material over time. Although the sealcoat and crackfill materials are both black, they are different shades of black; therefor in time you will be able to plainly see the crackfill

ASPHALT PATCHING - REMOVE AND REPLACE

The areas to be patched will be sawcut as necessary and the broken asphalt will be removed to the depth indicated on the proposal. The stone base will be inspected to insure it's integrity, regraded and compacted. The vertical edges of the patch will be primed, and the areas will be patched with bituminous plant mix asphalt.

Unless otherwise indicated the pricing will not include repairing the stone base and/or additional depth patching. If a problem with the stone base exists, the Owner/Contractor will be notified and given a quotation to repair the problem. If additional depth patching is required due to unforeseen conditions (e.g. thickness of the existing asphalt is greater than assumed), an additional charge of \$1.00 per square foot for each additional inch of depth that is required will be charged. A lesser or greater charge amount may be listed on your proposal and would supersede

ASPHALT PATCHING - SKIN

The areas to be patched will be cleaned and primed. The areas will then be resurfaced with bituminous plant mix asphalt at a finished compacted thickness as listed on the proposal. Please note that the edges of each patch will be feathered in to the existing asphalt.

GENERAL NOTES AND EXCLUSIONS

General notes:

- Unless otherwise indicated prices quoted are based upon performing work during normal working hours, Monday through Friday excluding holidays.
- Unless otherwise indicated all material and labor is warranted for one full year from the date of substantial completion of our work.
- Pavement Systems is fully licensed and insured and will provide a certificate of insurance upon request. The prices quoted are based on the insurance limits held by Pavement Systems, Inc. on the date of the proposal, using Insurance Form Accord 25S.
- Return trips necessary to complete any work, which could not be completed due to any problem or issue which is caused in any way by the Owner/ Contractor, their employees, their tenants or anything under their control will incur a return trip charge.
- All job information, work instructions and/or requested changes must be conveyed to your Pavement Systems Inc. salesperson or estimator. We cannot be held responsible for problems arising from information that is not conveyed to the salesperson or estimator.
- The prices on this proposal do not cover any costs due to unforeseeable existing conditions. Additional costs arising from unforeseeable conditions will be charged to the Contractor/Owner or the signer of the proposal.

Exclusions

Unless otherwise stated on this proposal the following are excluded from the price quoted:

- Payment for and procurement of required permits, performance and payment bonds
- Notification to residents/tenants and removal of vehicles and/or other obstructions in the area of work.
- Multiple mobilizations and/or phasing of the work other than as indicated on this proposal.
- Engineering work, layout work, proof roll, testing of materials and testing of completed work.
- Excavation and/or undercutting above and beyond that which is indicated on the proposal, preparation and fine grading of subgrade, removal of hazardous materials, plumbing adjustments, landscape restoration, and disposal of Petromat type reflective crack control fabric.
- Location of underground utilities not located by JULIE, DIGGER or UNDERGROUND utility location services. Pavement Systems, Inc. is not
 responsible for any damage to any non-located utilities when performing work authorized by the owner. This includes but is not limited to site electric,
 detector loops, data lines, security lines and phone lines.

The price(s) stated on this proposal will be guaranteed for 30 days from the date below.

JOB SITE Village of Beecher court overlay - Updated 1-10-23, 538 Miller, Beecher, IL 60401

CONTRACTOR/OWNER Village of Beecher

625 Dixie Hwy, Beecher, IL 60401

All of the above base bid work to be completed in a substantial and workmanlike manner for the sum of:

Forty Thousand One Hundred Thirty One Dollars

\$40,131.00

The entire amount of contract to be paid upon completion.

1 1/2% interest per month added after 30 days completion. Any alteration or deviation from the above drawings or specification involving extra cost of material or labor will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. All agreements are contingent upon strikes, accidents, or delays beyond our control. Customer agrees to pay all legal cost and fees incurred in collecting delinquent accounts.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

oten Magiarak

Ken Maziarek 0009-23

Date of Proposal: January 10, 2023

Acceptance of Proposal

You are hereby authorized to furnish all the material and labor required to complete the work mentioned in the above proposal....we agree to pay the amount in said proposal and according to the terms thereof.

SIGNATURE:		 	

DATE:

PRINTED NAME:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MIM/DD/YYYY)

08/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. if SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ROBULCER Xartis Group Dominic J Messins 1900 E Golf Road, Suite 950 (847)787-7400 dmessina@xartisgroup.com Schaumburg, IL 60173 INSURER(S) AFFORDING COVERAGE License #: 3001073622 NASC # MSURER A Utica National Insurance Group 25976 MINURER #: Westchester 21121 Pavement Systems Inc. MSURER C 13820 California Ave. MSURER D Blue Island, IL 60406 MSURER 6 DISURER F : CERTIFICATE NUMBER: 00000162-0 REVISION NUMBER: 10 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADD1 8088 8880 9890 POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITA X COMMERCIAL GENERAL LIABILITY A CPP 5526596 08/01/2022 | 08/01/2023 1,000,000 EACH OCCURRENCE DAVAGE TO RENTED PREMISES (En recontende) CLAMAS-MADE X OCCUR 10,000 MED EXP (Any one purson) 1,000,000 PERSONAL & ADVINJURY GENT, AGGREGATE LIMIT APPLIES PER
POLICY X REST 2,000,000 GENERAL AGGREGATE PRODUCTS - COMPIOP AGO 2,000,000 OTHER COMBINED SINGLE UMI AIFTOMORE FLIARE ITY BA 5526588 1,000,000 08/01/2022 08/01/2023 ANY ASSESS BODILY MAJRY (Per person) 1,000,000 X SCHEDULED OVAVED AUTOS ONLY BOOKLY BUJURY (Fee accident) PROPERTY DAMAGE NON-OWNED AUTOS ONLY HIRED AUTOS CALLY X UMBRELLA LIAB 5,000,000 UMB 5532587 OCCUR 08/01/2022 08/01/2023 FACH OCCURRENCE EXCESS LIAB X CLAMS-MADE 5,000,000 ACCREGATE DED RETENTIONS WORKERS COMPENSATION
AND EMPLOYERS LABBLITY
ANY PROPRIETORPATNERS ECUTIVE
OFFICERS MEMBER EXCLUDED? 08/01/2022 08/01/2023 X STATUTE STATUTE WC 5526594 1,000,000 EL EACH ACCIDENT MIA 1,000,000 EL DISEASE - EA EMPLOYEE \$ YES, describe under ESCRIPTION OF OPERATIONS below 1,000,000 EL DISEASE - POLICY LIMIT \$ G71476029 005 **Pollution Liability** General Aggre 08/01/2022 08/01/2023 2.000.000 DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holders are named as Additional insureds including Products & Completed Operations coverage of a Primary & Non-Contributory basis with waiver of subrogation, if required by written contract or written agreement subject to the above general liability policy provisions per endorsements CG7174.3 1913 and CG 7578 9617. Certificate Holders are named as additional insureds on a primary & non-contributory basis with waiver of subrogation if required by written contract or written agreement subject to the above business auto policy provisions per endorsements CA7450 1117 and CA 7266 1115. Waiver of subrogation is included to any or all persons or organizations subject to the written contract.

CERTIFICATE MULDER	CANCELLATION
SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE (D.JM)
ACOPO 25 (2016/82)	© 1988-2015 ACORD CORPORATION. All rights reserved.



151 S. Pfingsten, Unit J, Deerfield IL 60015 Scott Daniels 630-297-7752 scott@HCAsports.com

2023 BUDGET PROPOSAL

DATE: 1/6/2023

PREPARED FOR: Village of Beecher

Matt Conner, Public Works Superintendent

708-935-0081

beecherpw@gmail.com

PROJECT NAME/DESCRIPTION:

Multi-Sport Court Area

538 Miller Street

- Pricing includes shipping from manufacturer, delivery to site and installation by non-union Home Court Advantage employees paid at local prevailing wage as required by Illinois state law.

Multi-Sport Playing Surface (118' x 118' total court area)

Application of textured acrylic paint playing surface. Process includes: adhesive promoter (one coat), acrylic resurfacer (two coats), acrylic playing surface (two colors, two coats each). Court colors: Orange/Slate.

Also included are painted game lines for:

- Futsal (one court, 56' x 90')

- Half Court Basketball (one court, 47' x 50')
- Pickleball (three courts, 20' x 44' each)

**Court line dimensions can be modified but may affect the amount of divider fencing.

**Existing surface requires a new layer of asphalt (by others) to address surface depressions, cracks, etc.





Vinyl-Coated Chain Link Fencing (5' tall, BLACK)

Powder coated posts/rails, vinyl-coated chain link fabric:

- Futsal (142 linear feet of fence for two sides and one 4' wide gate)

- Pickleball (60 linear feet separating 3 pickle ball courts)



\$17,170.

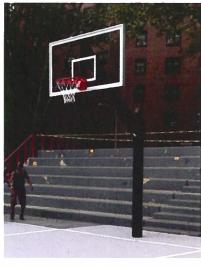
\$72,962.

FIRST TEAM Legend Supreme Basketball Hoop - one hoop

Commercial-grade outdoor hoop, black powder-coat finish, fixed height 42"x72"x1/2" thick clear acrylic backboard (not height adjustable), heavy-duty flex rim, 6"x6" square post. We will remove the two existing hoops, disposal by customer.

*Includes install of 20"x20"x48" deep concrete anchor to which post is bolted.

\$4,575.



<u>DOUGLAS Premier XS-36 Pickleball Net System – three (3) total net systems</u> High quality net system, removable posts, internal wind, removable crank, competition

pickleball net. *includes install of six in-ground net post sleeves.

\$4,980. (3 nets)



Total

\$99,687.

Home Court Advantage (HCA) hereby proposes to furnish materials and labor in accordance with the above specifications for the quoted amounts listed above. This proposal does not include any surface preparation not listed in this agreement beyond minor scraping, patching, grinding, leveling or sweeping/cleaning performed at the sole discretion of HCA.

Prior to the scheduled installation, the customer will ensure that the area where HCA work will occur is dry, sufficiently lighted, clear of all materials/tools and is not occupied by other trades doing work. Also, it is the responsibility of the customer to ensure that existing floor/wall surfaces are level/straight and free of materials that could compromise flat/level finished surfaces. Any unplanned scraping, grinding, leveling, cleaning or additional trips by HCA necessary to complete our work because of site conditions may result in additional charges to the customer unless specified in this proposal.

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond HCA control, including availability of materials to complete the project. This proposal is valid for acceptance for 60 days and is void thereafter at the option of HCA.

This proposal is based on measurements, quantities and materials stated above. Customer agrees that any necessary changes based on actual field inspection/measurement by HCA will result in adjustment to these prices based on actual measurements/site conditions. If you believe the measurements, quantities and/or materials stated above are not correct please contact Scott Daniels for revision and adjustment of this proposal.

Payment Terms: 65% of total project paid to HCA for materials and to start work. The remaining 35% is due immediately upon completion (3% charge for credit card/debit card payments, 4% AMEX).

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED

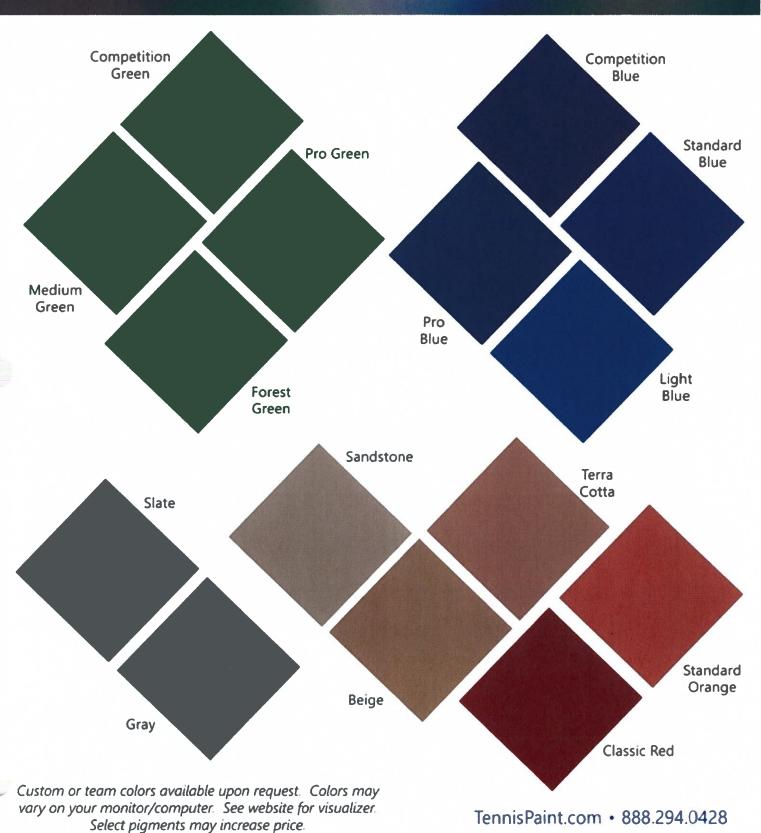
Ву	Title	
Date		



Player's Choice Colors



Player's Choice Colors are uniquely formulated for their rich color, player eye comfort and exceptional contrast.





JENNIFER BERTINO-TARRANT WILL COUNTY EXECUTIVE

P. (815) 740-4601 F. (815) 740-4600 E. countyexec@willcountyillinois.com

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

December 19, 2022 Grant ID: 098 SAM ID: YKFTND8LN835

Dear Mr. Robert O. Barber,

On behalf of Will County, I am pleased to confirm that your American Rescue Plan Act submission for the formula allocation totaling \$26,562 has been accepted.

The evaluation has concluded, and the following eligible activities may be reimbursed.

Scope:

1. New HVAC/HEPA System

The SAM registration is active and expires August 31,2023.

The identified allowable costs are based on the premise that the Village of Beecher is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award.

The Village of Beecher is administering a program on behalf of Will County and must maintain procedures for obtaining information evidencing a given beneficiary or contractor's eligibility, including a valid SAM.gov registration (except with respect to individuals or households for which a SAM.gov registration is not required).

The Village of Beecher is responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327.

As a subrecipient please be aware that:

- 1) The award is a subaward of Will County's SLFRF funds.
- 2) All compliance requirements for use of SLFRF funds are outlined in the Subrecipient Agreement.
- 3) All reporting requirements for expenditures of SLFRF funds are outlined in the Subrecipient Agreement.

Will County and the Village of Beecher will execute a Subrecipient Grant Agreement. This is a legal agreement which outlines the minimum terms and conditions according to the Final Rule issued by the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds.



WILL COUNTY, ILLINOIS

JENNIFER BERTINO-TARRANT WILL COUNTY EXECUTIVE

P. (815) 740-4601 F. (815) 740-4600 E. countyexec@willcountyillinois.com

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

Prior to entering, please have the Subrecipient Grant Agreement reviewed by a legal representative. Once reviewed, please have the delegate authorized to execute contracts sign and return with an original signature. The Subrecipient Grant Agreement will be countersigned, and a copy will be sent to the Village of Beecher to retain for your records.

Anser Advisory, the consulting firm, will remain available to provide technical assistance. If you have questions about the award minimum terms and conditions, please direct questions to Anna Sitton, anna.sitton@anseradvisory.com.

We look forward to supporting your project execution.

Best,

Jennifer Bertino-Tarrant, Will County Executive

Jangle Beetin Kent



SUBRECIPIENT GRANT AGREEMENT

Summary of Key Subrecipient Grant Terms

To be filled out by Will County and its designees

- 1. Subrecipient Entity Name: Village of Beecher
- 2. Supervisor Name: Robert O. Barber, Village Administrator
- 3. Subrecipient Unique Entity Identifier: YKFTND8LN835
- 4. Subrecipient Taxpayer ID: 36-6005789
- 5. Point of Contact Email Address: mconner@villageofbeecher.org
- 6. Address Line 1: P.O. Box 1154
- 7. Address Line 2 (optional):
- 8. City, State, Zip: Beecher, IL. 60401
- 9. Subrecipient SAM.gov Registration: YKFTND8LN835
- 10. Type of Grant (select all that apply):
 - □1. Funds to cover direct expenses related to Covid-19 (e.g., purchase of PPE, staff cost related to increased demand of services)
 - □2. Funding for new programs/services for people disparately impacted by the pandemic and its economic impacts
 - □3. Funds to cover household assistance
 - ⊠4. Funds to cover costs associated with the implementation of preventing or mitigation measures to contain the spread of the virus

□Other:

- 11. Detailed description of what the grant funds will be used for: Funds in this category will support the Park District as an essential government agency in implementing a new HVAC system with HEPA filtration.
- 12. Formula Allocation Amount: \$26,562
- 13. ARPA Eligible Agreement Total: \$26,562
- 14. Expenditure Category (From Attachment A): 1.4 Prevention in Congregate Settings

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SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND VILLAGE OF BEECHER

This Subrecipient Award Agreement (the "Agreement") dated as of December 19, 2022 is made and entered into by and between Will County (the "County"), and the Village of Beecher (the "Subrecipient"), a Recreation District (collectively the "Parties" and individually the "Party"); and

RECITALS

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

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

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

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

WHEREAS, the County desires to reimburse the Subrecipient in an amount not to exceed \$26,562 in Grant Funds for the period of March 3, 2021 to December 31, 2026; and

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

TERMS AND CONDITIONS

I. INCORPORATION OF RECITALS

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

II. INCORPORATED DOCUMENTS

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

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

III. TERM OF AGREEMENT

The term of this Agreement shall begin on December 19, 2022 and end on December 31, 2026 ("Termination Date") subject to any extensions later agreed upon.

IV. CONFLICT OR INCONSISTENCY

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

V. TERMINATION FOR CONVENIANCE

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

VI. TERMINATION FOR CAUSE

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

VII. SUBRECIPIENT APPLICATION DEADLINE

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

VIII. SCOPE OF WORK

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

IX. COMPENSATION

Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$26,562.00 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the EAP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the EAP.

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

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

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

signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

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

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

X. TERMS OF PAYMENT

- 1. By December 19, 2022, the Subrecipient may request reimbursement from the County for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Reimbursement Request Form in accordance with the process noted in Attachment B. Included as Attachment C is a copy of the Reimbursement Request Form that can be submitted to Anser Advisory: Anna Sitton, anna.sitton@anseradvisory.com and shall be accompanied by sufficient Supporting Documentation (collectively the Reimbursement Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request").
- 2. Within thirty (30) business days after receipt of the complete Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) business days of receipt of notice from the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the County, in its sole discretion.
- 3. Upon determination by the County that the Payment Request is sufficient, the County shall, at its sole discretion, transmit the funds by predetermined methodology subject to the Payment Request to the Subrecipient within thirty (30) business days.

XI. REPORTING AND MONITORING REQUIREMENTS

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

ILCS 708 and 2 C.F.R. Part 200, as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

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

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

XII. SUBCONTRACTS; PROCUREMENT; SUBAWARDS

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

- fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
- 3. Subcontractor Determinations and Monitoring. In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.
- 4. Affirmative Action. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Illinois. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises.
 - v. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the U.S. Department of the Commerce, the Illinois Department of Central Management Services (Office of Supplier Diversity), the Illinois Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs.
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (i) through (v).

- vii. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
- viii. The requirements outlined in subparagraphs (i) through (vi) above do not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirements only impose an obligation to carry out and document the six affirmative steps identified above in subparagraphs (i) through (vi).
 - ix. The requirements described in subparagraphs (i) through (vi) above outline the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
 - x. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").
- **5. Equal Opportunity.** During the performance of this Agreement, the Subrecipient agrees as follows:
 - a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

- i. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in 28 C.F.R. Part 42, Nondiscrimination; Equal Employment Opportunity.
- 6. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the County. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-200.332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.

XIII. INDEMNIFICATION HOLD-HARMLESS AGREEMENT

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

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

XIV. FORCE MAJEURE

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

XV. CLOSEOUT

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

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

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

XVI. LOBBYING PROHIBITION; CONFLICTS OF INTEREST

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

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

XVII. REAL PROPERTY; EQUIPMENT

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

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

XVIII. UNAUTHORIZED EMPLOYMENT

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

XIX. DEBARMENT/SUSPENSION

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

XX. PHYSICAL ACCESS AND INSPECTION

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

XXI. PERMITS

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

XXII. ACCESS TO RECORDS AND PERSONNEL

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

XXIII. MISCELLANEOUS

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

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

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

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

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

Attention: Ms. Jennifer Bertino-Tarrant

Notice to the Subrecipient shall be addressed to:

Village of Beecher
P.O. Box 1154
Beecher, IL.60401

Attention: Mr. Robert O. Barber

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

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

For the County: Name: Jennifer Bertino-Tarrant, Will County Executive

Address: 302 N. Chicago Street, Joliet, IL 60432

Phone: 815-740-4601 Fax: 815-740-4600

Email: jbertinotarrant@willcountyillinois.com

For the Subrecipient: Name: Robert O. Barber

Address: 625 Dixie Highway, Beecher, IL. 60401

Phone: 708-946-2261

Fax:

Email: rbarber@villageofbeecher.org

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

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

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

[Signature page to follow]

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

County of Will, ILLINOIS Jennifer Bertino-Tarrant, Will County Executive 302 N. Chicago Street, Joliet, IL 60432	
Ву:	
Subrecipient	
Robert O. Barber, Village Administrator 625 Dixie Highway, Beecher, IL. 60401	
By:	

Attachment A: Expenditure Allowability Plan

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

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

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

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

Attachment B: Reimbursement Request Process

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

Section 1: Reimbursement Request Information

Agency: Name of Organization

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

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

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

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

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

Date of Purchase: Date purchase order was made.

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

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

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

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

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

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

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

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

Section 2: Reimbursement Request Term and Conditions

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

Section 3: Supporting Documentation

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

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

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

Section 4: Certification Regarding Use of Funds

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

Attachment C: Reimbursement Request Form

[Form on the following page]

SLFRF Reimbursement Request Form											
Section 1: Reimbursement Request Information											
Agency:	Date of Request:										
Agency Address:											
City:		State: IL ZIP Code:									
Contact Name						Со	ontact	Email Add	ress:		
and Title:	and Title:										
Contact Phone Number:											
Amount of Reimbursement Requested:											
Date of Purcha	ase:						Dat	e Cost Paid	:		
Date Received	:						Exp	enditure C	ategory:		
Project Descri	ption:										
Has this project	t previ	ously receiv	ed	Yes	or No:					If Yes, exp	olain:
funding from o											
you're your en	•	•	_								
funding from o	other Fe	ederal source	es?								
Section 2: Rei	mburs	ement Requ	ıest Tern	n and (Condi	tions	ıs				
Deadline for S	ubmitta	al of Reimbu	rsement:				Dec	ember 31,	2026		
Section 3: Sup	portin	g Documen	tation (U	se add	itiona	she	ets of	f this form i	f needed)		
Document					Da						
type:					De	scrip	ption:				
Document											
type:	:	Description:									
Document			Description								
type:				Description:							
Document				Description:							
type:					De	SCII	ption.				
Document					De	corir	ntion				
type:			Description:								
Section 4: C	ertifica	tion Regar	ding Use	of Fur	nds. E	By si	ignine	this report	I certify to	the best of my	y
		_	_						-	res, disbursem	
cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am											
aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me											
to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.											
Authorized Re	present	ative								Date:	
Signature:											

Attachment D: ARPA Award Background

[For informational purposes only]

Background

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

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

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

Treasury's Final Rule

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

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

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

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

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

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

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

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

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

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

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

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

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

Uniform Administrative Requirements

The SLFRF awards are subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (the "Uniform Guidance"). In all instances, Will County should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. Recipients should consider how and whether certain aspects of the Uniform Guidance apply. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1: Internal Controls Best Practices

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

ARPA Award Terms and Conditions

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

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

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

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

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

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

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

Robert Barber

From:

Robert Barber

Sent:

Monday, January 9, 2023 4:36 PM

To:

Timothy Kuiper (tkuiper@austgenlaw.com)

Subject:

FW: Will County ARPA Grant Approval

I don't know how you disregard and Article in the grant agreement but OK. If this was a large grant I would be more careful. Lots of hoops to jump through for \$25,000.

Robert O. Barber Village Administrator Village of Beecher 708-946-2261

From: Timothy M. King <TKing@chiconunes.com>

Sent: Monday, January 9, 2023 4:22 PM

To: Robert Barber <rbarber@villageofbeecher.org> **Subject:** RE: Will County ARPA Grant Approval

Yes. Hes right on V. termination or convenience is a term required by the Federal Government because it is a grant with no obligations on the recipient.

VII. Yes, the submission can be submitted prior to project completion, but must be encumbered by agreement prior to 2024 conclusion.

Disregard X.

Thank you.

Timothy M. King Partner Chico & Nunes, P.C. (a minority business enterprise)

333 West Wacker Drive Suite 1420 Chicago, IL 60606

Phone: 312-884-5092 Mobile: 312-907-0010

Email: <u>TKing@chiconunes.com</u> Website: <u>www.chiconunes.com</u>

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From: Robert Barber <rbarber@villageofbeecher.org>

Sent: Monday, January 9, 2023 3:12 PM

To: Timothy M. King < TKing@chiconunes.com Subject: FW: Will County ARPA Grant Approval

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

These are the questions our legal counsel had with the agreement. I will also have to get Board approval to sign the agreement which will not be until January 23rd but we are in the process. Sorry for the delay and the confusion.

Robert O. Barber Village Administrator Village of Beecher 708-946-2261

From: Tim Kuiper < tkuiper@austgenlaw.com>
Sent: Monday, January 9, 2023 2:10 PM

To: Robert Barber < rbarber@villageofbeecher.org > **Subject:** RE: Will County ARPA Grant Approval

Bob:

I have reviewed.

Article V seems standard for termination, but a problem that Beecher would not be eligible for reimbursement if they terminate with 30 days notice.

Article VII, submission for reimbursement has to be submitted by January 1, 2024 for expenses incurred from March 3, 2021, through December 31, 2026.

Article X is a problem and confusing. It states **BY** December 19, 2022, the Village **may** request reimbursement, which is obviously in the past, when Article VII says has to be submitted by January 1, 2024.

If you are otherwise satisfied with conditions, then after approval at a public meeting, you can sign on behalf of the Village.

If you have any questions, please let me know.

Thank you.

7imothy R. Kuiper AUSTGEN KUIPER JASAITIS P.C. 130 N. Main Street Crown Point, Indiana 46307

Phone:(219)663-5600 Fax: (219)662-3519

Email: tkuiper@austgenlaw.com

Providing legal assistance in the areas of Business, LLC and Corporate Law; Wills, Trusts, Estate Planning, Trust Administration, and Probate; Real Estate, Land Use, and Zoning; Litigation; Collections; Traffic Offenses; and Personal Injury.

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From: Robert Barber < rbarber@villageofbeecher.org>

Sent: Monday, January 09, 2023 1:22 PM

To: Tim Kuiper < tkuiper@austgenlaw.com >

Subject: FW: Will County ARPA Grant Approval

These grant agreements got lost in the Supt.'s spam so we are on a tight schedule to get them approved. This is a small grant for \$25,562 for HVAC in our food stand in the park. Can you please review and recommend whether I should sign? I do not see a big issue with this.

Robert O. Barber Village Administrator Village of Beecher 708-946-2261

From: Matthew Conner < MConner@villageofbeecher.org>

Sent: Monday, January 9, 2023 12:13 PM

To: Robert Barber < <u>rbarber@villageofbeecher.org</u>> **Subject:** Fw: Will County ARPA Grant Approval

Matt Conner
Village of Beecher
Public Works Superintendent
(708)946-3636

From: Timothy M. King < TKing@chiconunes.com > Sent: Wednesday, December 21, 2022 2:44 PM

To: Matthew Conner < MConner@villageofbeecher.org>

Cc: Kendall R. Maddix < KMaddix@chiconunes.com >; Robertha C. Medina < RMedina@chiconunes.com >

Subject: Will County ARPA Grant Approval

Good afternoon, Mr. Robert Barber:

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

Please see attached approval letter from Will County, which outlines the award process. Also attached is the subrecipient grant agreement awaiting signature between you and Will County. If you have any questions or comments

regarding the subrecipient grant agreement, please send them to us. If necessary, we will communicate with Will County and Anser Advisory to resolve the issue.

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

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

Thank you,

Timothy King, Partner (tking@chiconunes.com)
Kendall Maddix, Associate Attorney (kmaddix@chiconunes.com)
Robertha Medina, Paralegal (rmedina@chiconunes.com)

Timothy M. King
Partner
Chico & Nunes, P.C.
(a minority business enterprise)

333 West Wacker Drive Suite 1420 Chicago, IL 60606

Phone: 312-884-5092 Mobile: 312-907-0010

Email: TKing@chiconunes.com Website: www.chiconunes.com

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NOTICE OF BID LETTING

The Village of Beecher is accepting sealed bids for the installation of an HVAC system for the Firemen's Park Concession Stand located at 675 Penfield Street. Bid specifications are available upon request by contacting 708-946-2261. Successful bidders must certify that prevailing wages are applied to this project. Sealed bids will be accepted until 4:30 p.m. on Thursday, February 23rd at the Beecher Village Hall, 625 Dixie Highway, P.O. Box 1154, Beecher, IL 60401 at which time they will be opened and reviewed. The Village reserves the right to reject any and all bids.

Janett Conner, Village Clerk

BID SPECIFICATIONS FOR HVAC INSTALL AT FIREMEN'S PARK CONCESSION BUILDING LOCATED AT 675 PENFIELD STREET

Prevailing Wages and Tax Exempt purchasing applies.

Install 95% single stage furnace between drop ceiling and rafters inside building. Install 2.5 ton condenser and coil at ground level south side of building. 200 amp service and commercial gas service inside building. Supply and Install all air return and supply duct work and grills, up to 10 supplies and 2 returns. Vent out to roof or sidewall. Install ³/₄ x 3/8 insulated line set. Extend gas line to unit and extend electric to box with separate circuits (available). Two zones with a bypass. Two programmable thermostats installed. System must have a HEPA air purifier. 10% fresh air damper on intake. Jobsite to be cleaned and start-up performed. Visits to jobsite by appointment at 708-946-2261.

Warranties: 1 yr labor, 5 years on parts, 20 years on heat exchanger Exclusions: permits and licenses, drywall repair, painting, patching.



January 10, 2023

Box 7075 Westchester, IL 60154 708-579-9055 708-579-0109 (fax) 1-800-526-6197

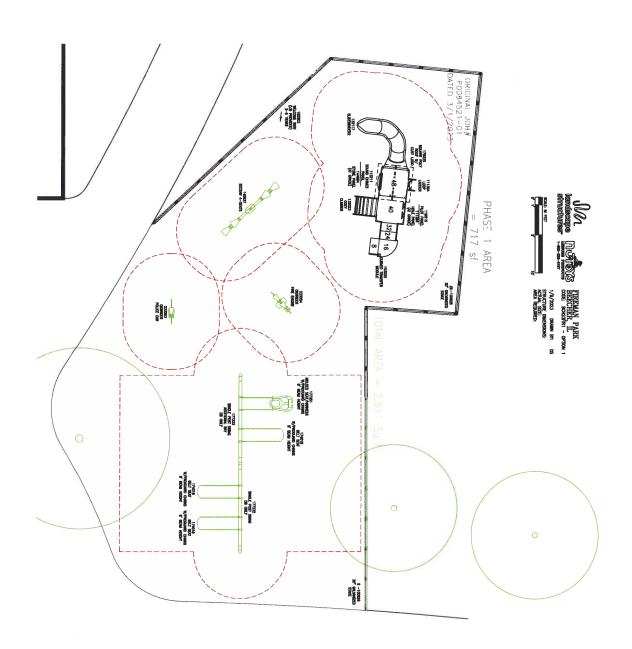
FIREMAN PARK BEECHER, IL OPTION 1 FREESTANDING COMPONENTS

QTY.	NO.	DESCRIPTION		<u>UNIT I</u>	PRICE	E	PRICE
		2-5 Year Olds Play Equipment					
1	233054B	DigiRider Fire Engine DB				\$	2,529
1	233053B	DigiRider Police Car DB					1,762
1	148637A	Seesaw 4-Seats DB					4,428
			Subtotal				8,718
		Surfacing Materials					
8	100626A	30" Galvanized Stake		\$	18	\$	144
7	119214A	Tuff-Timber 4'			68		474
			Subtotal			\$	618
		New 4-Place Single Post Swing Set 3 Belt Seats and 1 ADA	:				
3	174018A	Belt Seat Proguard Chains 8' Beam		\$	159	\$	476
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Prog Chains 8' Beam	uard				1,100
1	177332A	Single Post Swing Frame 8' Beam					1,640
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam					1,217
			Subtotal			\$	4,433
		Equipmen	t Subtotal			\$	13,769
		· ·	ing Costs			•	1,399
		• •	nent Total			\$	15,168

**Note: Due to the volatile cost of raw materials, supply chain and labor shortages, prices and lead times can change without notice. Unfortunately, we cannot guarantee or hold prices quoted at this time.

Page 2 Fireman Park - Option 1

		Existing Equipment to Remain
		2-5 Year Olds Play Equipment
1	132023A	Cozy Climber Perm Handholds 40"Dk DB
1	111364A	Loop Ladder 48"Dk DB
1	153020B	Curved Transfer Module 40"Dk Left DB
1	179349A	Kick Plate 8"Rise
2	111237A	Square Tenderdeck
1	113211A	Chimes Panel Above Deck
1	111284A	Hole Panel
1	119515A	Pilot Panel Above Deck
1	144984A	Storefront Panel
2	111397C	106"Post DB
4	111396B	137"Post For Roof DB
1	179225A	Square Poly Roof Custom Logo Panels FIREMAN PARK
1	132117C	SlideWinder2 48"Dk DB 2 Left
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years DB
		Surfacing Materials
28	100626A	30" Galvanized Stake
27	119214A	Tuff-Timber 4'

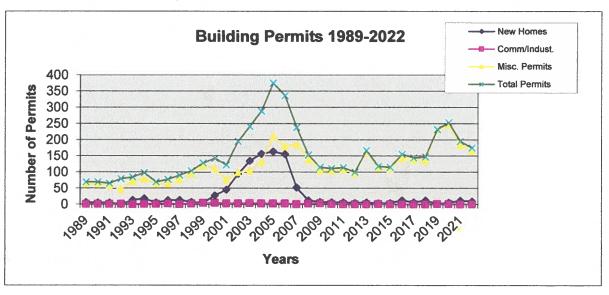




VILLAGE OF BEECHER BUILDING PERMITS 1989 - 2022

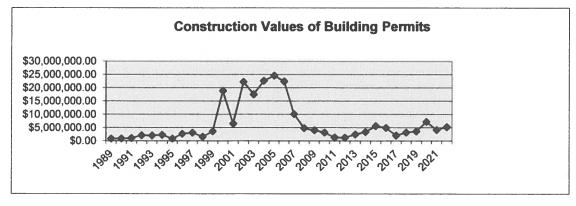
Year	New Homes	Industrial/Commercial	Misc. Permits	Total Permits
1989	6	1	62	69
1990	5	1	63	69
1991	5	1	59	65
1992	31*	1	47	79
1993	13	0	71	84
1994	18	1	79	98
1995	5	1	63	69
1996	12	2	63	77
1997	13	0	77	90
1998	7	2	95	104
1999	4	4	120	128
2000	27	4	111	142
2001	45	2	75	122
2002	94	2	99	195
2003	134	2 2 3 2 2 2	104	241
2004	156	2	130	288
2005	163	2	210	375
2006	155	2	179	336
2007	52	0	186	238
2008	12	2	139	153
2009	7	3	105	115
2010	6	1	104	111
2011	6	0	108	114
2012	4	0	96	100
2013	6	0	161	167
2014	3	1	114	118
2015	4	0	111	115
2016	12	0	143	155
2017	6	0	138	144
2018	12	0	135	147
2019	1	1	230	232
2020	5	1	247	253
2021	11	0	184	195
2022	9	0	166	175

^{*24} unit apartment complex is included in this total (Beecher Manor Apartments)
FrontDeskExcel:Permits-ConstrValueAnnualReport 1989-2022



VILLAGE OF BEECHER CONSTRUCTION VALUE & PERMIT FEES COLLECTED 1989 - 2022

Year	Construction Value	Permit Fees Collected
1989	\$810,073.00	\$10,201.00
1990	\$876,670.00	\$12,159.00
1991	\$1,058,187.00	\$12,572.00
1992	\$2,103,430.49	\$35,769.50
1993	\$2,018,782.00	\$50,737.62
1994	\$2,297,387.65	\$54,682.50
1995	\$825,880.17	\$21,804.75
1996	\$2,641,976.11	\$50,141.79
1997	\$3,041,012.50	\$54,215.49
1998	\$1,526,856.64	\$48,426.50
1999	\$3,610,531.98	\$29,833.75
2000	\$18,839,725.00	\$103,671.83
2001	\$6,508,399.00	\$113,994.67
2002	\$22,268,410.00	\$114,814.10
2003	\$17,482,561.20	\$360,975.89
2004	\$22,669,429.42	\$1,008,982.68
2005	\$24,615,971.60	\$1,062,837.50
2006	\$22,412,702.92	\$1,116,843.38
2007	\$10,129,699.58	\$368,967.28
2008	\$4,789,029.00	\$118,263.87
2009	\$4,037,148.00	\$75,672.01
2010	\$3,203,297.87	\$63,824.24
2011	\$1,321,517.50	\$52,702.68
2012	\$1,214,620.49	\$28,822.04
2013	\$2,427,923.30	\$47,757.08
2014	\$3,356,438.99	\$28,892.36
2015	\$5,591,331.10	\$39,343.99
2016	\$4,938,764.00	\$57,075.08
2017	\$2,005,582.75	\$34,503.90
2018	\$3,155,859.00	\$51,051.57
2019	\$3,570,535.74	\$32,726.55
2020	\$7,200,391.00	\$41,705.98
2021	\$4,140,076.00	\$40,574.89
2022	\$5,197,928.00	\$49,602.22



TOTAL BUILDING PERMITS - 2022

PERMIT #	OWNER NAME	ADDRESS	DATE	DESCRIPTION	COST	VALUE
001-22-01P	Lacey's Place	1121 Dixie Highway	01/25/2022	Sewer repair	\$85.00	\$11,295.00
002-22-02B	Prete	626 Orchard	02/11/2022	Roof	\$60.00	\$8,500.00
003-22-02BP	Mandel	1884 Monhegan	02/23/2022	Master bath remodel	\$192.50	\$33,145.00
004-22-03B	Princess Café	502 Dixie	03/02/2022	Partial reroof	\$145.00	\$12,000.00
005-22-03B	Diachenko	250 Maple	03/04/2022	Fence	\$70.00	\$7,000.00
006-22-03B	Hoffmeyer	631 Dunbar	03/09/2022	Ramp	\$85.00	\$900.00
007-22-03B	Dolmer	607 Orchard	03/10/2022	Roof	\$60.00	\$20,200.00
008-22-03B	Douthitt	544 Hodges	03/10/2022	Hot tub/privacy fence	\$154.00	\$15,000.00
009-22-03B	Sophia's Café	755 Penfield	03/10/2022	Add doorway	\$100.00	\$1,286.00
010-22-03B	Battistoni	538 Country	03/14/2022	Concrete	\$85.00	\$3,000.00
011-22-03B	Majoch	332 Orchard	03/18/2022	Roof	\$60.00	\$12,980.00
012-22-03B	R.P. Homes	645 Woodward	03/22/2022	Garage Demo	\$137.50	\$1,000.00
013-22-03B	Kurze4ja	1386 Skyview	03/22/2022	Shed	\$85.00	\$5,627.00
014-22-03B	Berger	1544 Somerset	03/23/2022	Patio extension/walk	\$85.00	\$10,000.00
015-22-03B	Prairie Pointe Townhr 401-411-421	ic 401-411-421 Linden	03/23/2022	3-unit townhome reroof	\$165.00	\$35,580.00
016-22-03B	Moyer	851 Penfield	03/23/2022	Roof	\$60.00	\$14,242.00
017-22-03B	Walsh	220 Aspen	03/24/2022	Roof	\$60.00	\$13,880.00
018-22-03B	Verhulst	616 Melrose	03/24/2022	Roof	\$60.00	\$14,430.00
019-22-03B	Bireline	1646 Fox Hound	03/25/2022	Roof	\$60.00	\$2,629.00
020-22-03B	Prairie Pointe Townhr 1144/1148 Linden	ıc 1144/1148 Linden	03/28/2022	2-unit townhome reroof	\$120.00	\$22,880.00
021-22-03B	Prairie Pointe Townhr 1157/1163 Linden	rc 1157/1163 Linden	03/28/2022	2-unit townhome reroof	\$120.00	\$21,080.00
022-22-03B	Mercereau	522 Penfield	03/29/2022	Fence	\$70.00	\$5,600.00
023-22-03B	Hering	527 Woodward	03/29/2022	Garage Demo	\$135.00	\$15,000.00
024-22-03B	Hering	527 Woodward	03/29/2022	2-story garage	\$175.34	\$35,000.00
025-22-03B	Hunters Chs. Townh	Townhc 1322 Fox Hound	03/30/2022	Foundation repair	\$653.40	\$54,454.00
026-22-03B	Blumenthal	302 Merrimack	03/30/2022	Fence	\$70.00	\$6,000.00
027-22-04B	Fleming	281 Quail Hollow	04/04/2022	Fence	\$70.00	\$7,000.00
028-22-04BE	Conner	311 Mallards Cove	04/05/2022	Generator	\$165.00	\$7,235.00
029-22-04B	Heniff	851 Penfield	04/06/2022	Foundation repair	\$253.00	\$23,175.00
030-22-04BPE	Wuest	249 Aspen	04/06/2022	In-ground pool	\$90.00	\$63,700.00
031-22-04B	Kregel	343 Miller	04/11/2022	Deck	\$85.00	\$7,000.00
032-22-04B	Tavoletti		04/12/2022	Fence	\$70.00	\$4,170.00
033-22-04B	Kaim	266 Mallards Cove	04/13/2022	Asphalt extension	\$85.00	\$4,984.00
034-22-04B	Moran	210 Pelicans Nest	04/13/2022	Roof	\$60.00	\$10,317.00
035-22-04B	lmig	607 Penfield	04/13/2022	Asphalt driveway	\$85.00	\$2,400.00
036-22-04BEPH	Phillippe Builders	1456 Rolling Pass	04/13/2022	New home	\$1,500.00	\$240,000.00
037-22-04B	Shroyer	613 Meadow	04/13/2022	Fence	\$70.00	\$5,500.00

\$60.00 \$23,359.00 \$23,359.00 \$400.00 \$400.00 \$6,500.00 \$6,500.00 \$25,000.00 \$25,000.00 \$258.50 \$5,000.00 \$50.00 \$5,000.00 \$30,000.00	\$ \$ \$ \$ \$	\$4,950.00 \$85.00 \$85.00 \$85.00 \$70.00 \$70.00 \$6,985.00 \$6,985.00 \$6,985.00 \$6,000 \$70.00 \$11,649.00 \$11,649.00 \$70.00 \$11,649.00 \$10.00 \$10.00 \$10.00 \$11,649.00 \$10.00 \$11,649.00 \$10.00 \$11,649.00 \$10.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,649.00 \$11,650.00 \$11,6
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DESCRIPTION Roof Fence Pool/Fence Fence Roof Deck, Patio, Cabana Pool/Fence Pool Adding bathroom	Fence Patio & sidewalk Pool & fence Concrete patio addition Fence boards Pool Patio Upgrade electric Concrete driveway Roof Pool Fool	rence Concrete patios Deck Deck Fence Concrete Patio Garage roof Asphalt driveway Roof Fence Rooftop solar Shed Fence Rear stairs Pool stairs Fence Generator Patio Roof
DATE 04/13/2022 04/15/2022 04/18/2022 04/19/2022 04/19/2022 04/19/2022 04/19/2022 04/19/2022	04/22/2022 04/22/2022 04/25/2022 04/29/2022 04/29/2022 04/29/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022 05/03/2022	05/13/2022 05/13/2022 05/18/2022 05/18/2022 05/23/2022 05/23/2022 05/23/2022 05/31/2022 06/01/2022 06/01/2022 06/01/2022 06/01/2022 06/01/2022 06/01/2022 06/01/2022 06/01/2022
ADDRESS 635 Reed 510 Woodward 535 Woodward 33 W. Church 329 Hunters 301 Camden 720 Gould 544 Birch 1361 Pheasant Chase	538 Meadow 29961 Blue Heron 241 Pine 640 Meadow 631 Miller 638 Elliott 529 Miller 639 Country 1166 Dixie 272 Quail Hollow 442 Orchard 626 Catalpa 611 Country	29031 Infilial Creek 1064 Cherry 626 Dunbar 443 Miller 1455 Clifton 1891 Monhegan 733 Woodward 613 Chestnut 514 Melrose 1891 Monhegan 1146 Dixie 657 Pasadena 376 Waterford 605 Reed 1469 Trailside 321 Lilac 311 Fairway
OWNER NAME Rohwedder Baine Hamrin Baumgartner Blair Schwartz Toepfer Hudspeth Lessner Singler	Roggemann Hanson Lane Rietveld Peterson Cleary Kapchinski Mouritzen Booker Michalezyk Nissen Koehn Smith	Cracco Zurisk Schmidt Barber Rodriguez Teslow Ores Hoehn Teslow McInerney Rosenbrock Stuckart Harden Braasch Avila
PERMIT # 038-22-04B 039-22-04BE 041-22-04B 042-22-04B 043-22-04B 044-22-04B 045-22-04B	048-22-04B 049-22-04B 050-22-04B 051-22-04B 053-22-04B 054-22-04B 055-22-04B 055-22-05B 057-22-05B 059-22-05B 060-22-05B	061-22-038 062-22-058 063-22-058 064-22-058 065-22-058 067-22-058 069-22-058 070-22-068 071-22-068 073-22-068 073-22-068 073-22-068 074-22-068

VA	\$90.00 \$9,000.00	\$154.00 \$18.150.00		\$85.00 \$7,000.00	\$60.00 \$5,000.00	\$80.00 \$4,900.00	\$442.20 \$13,000.00	\$253.00 \$18,346.00	\$60.00 \$5,500.00	\$165.00 \$5,000.00	\$70.00 \$7,800.00	\$7,940.00	\$6,600.00	\$85.00 \$10,000.00	\$85.00 \$3,200.00	\$85.00 \$300.00	\$181.50 \$15,000.00	\$60.00 \$9,027.00	\$85.00 \$5,500.00	\$60.00 \$21,500.00	\$90.00 \$500.00	\$85.00 \$6,500.00	\$165.00 \$37,745.00	\$297.00 \$22,259.00	\$70.00 \$3,000.00	\$185.00 \$7,011.00	\$60.00 \$3,422.00	\$85.00 \$14,000.00	↔	\$1,500.00 \$180,000.00	\$60.00 \$1,550.00	\$60.00 \$13,735.00	\$120.00 \$26,730.00	\$120.00 \$27,310.00	\$85.00 \$1,500.00	\$85.00 \$10,000.00	\$110.00 \$8,500.00	\$85.00 \$5,752.00	00.066,6\$ 00.00\$	00 000 6\$
DESCRIPTION COST		Fence		Walkway/2 patios \$8			Breezeway/Garage \$4							Concrete driveway	Asphalt driveway			***	Replace/widen asphalt \$8		\$6	39	3-unit reroof \$10	Rooftop solar \$29		Rooftop solar \$18	Garage reroof	Pergola/screen room \$8			Š	Š	\$13	\$12	₹	Extend driveway \$8	Replace rear exterior was \$1.		Š	Š
	06/14/2022 Pool		06/16/2022 Pool	06/21/2022 Walkw	06/21/2022 Rooftc	06/21/2022 Irrigation	06/22/2022 Breeze	06/22/2022 Rooftc	06/22/2022 Garag	06/27/2022 Shed	06/28/2022 Fence	06/30/2022 Fence	07/01/2022 Pool	07/08/2022 Concr	07/08/2022 Aspha	07/11/2022 Porch	07/12/2022 Apt. reroof	07/12/2022 Roof	07/13/2022 Replace	07/13/2022 Roof	07/15/2022 Pool	07/15/2022 Deck	07/18/2022 3-unit	07/20/2022 Rooftc	07/20/2022 Fence	07/21/2022 Rooftc	07/22/2022 Garag	07/22/2022 Pergo		07/26/2022 New home	07/28/2022 Roof	08/04/2022 Roof	08/04/2022 Roof	08/04/2022 Roof	08/05/2022 Deck	08/08/2022 Extend	08/08/2022 Replac	08/10/2022 Repla	08/11/2022 Roof	08/11/2022 Roof
ADDRESS	622 Hodges	1455 Clifton	315 Spring Cove	226 Aspen	724 W. Indiana	251 Pine	1166 Dixie	548 Melrose	631 Miller	613 Dixie	391 Tramore	1658 Woodbury Bend	315 Lilac	333 Miller	601 Penfield	638 Dunbar	652 Melrose	505 Country	1595 Fox Hound	409 Maxwell	1606 Fox Hound	442 Orchard	452-462-472 Linden	261 Timbers Bluff	409 Maxwell	613 Elliott	518 Woodward	222 Fairway	406 Waterford	1379 Clifton	444 Indiana	641 W. Indiana	431-441 Linden	432-442 Linden	409 Maxwell	1015 Catalpa	615 Reed	280 Mallards Cove	1571 Mallards Cove	1548 Fox Hound
OWNER NAME	Konczal	Rodriguez	Panici	Vladika	Stojak	Williams	Booker	Stadt	Peterson	Buddys	Doss	Magruder	Pacholski	Majoch	Morales	Thise	Lathus	Krabbe	Burgess	Sissac	Scott	Nissen	Prairie Pointe	Guritz	Sissac	Cassello	Grantz	Cook	Castletown	Castletown	Burns	Garza	Prairie Pointe	Prairie Pointe	Sissac	Stone	Spomar	Marcukaitis	Karl	Blankenburger
PERMIT #	079-22-06B	081-22-06BE	082-22-06B	083-22-06B	084-22-06B	085-22-06P	086-22-06BE	087-22-06BE	088-22-06B	089-22-06B	090-22-06B	091-22-06B	092-22-06BPE	093-22-07B	094-22-07B	095-22-07B	096-22-07B	097-22-07B	098-22-07B	099-22-07B	100-22-07B	101-22-07B	102-22-07B	103-22-07BE	104-22-07B	105-22-07BE	106-22-07B	107-22-07B	108-22-07BEPH	109-22-07BEPH	110-22-07B	111-22-08B	112-22-08B	113-22-08B	114-22-08B	115-22-08B	116-22-08B	117-22-08B	118-22-08B	119-22-08B

A & & & & & & & & & & & & & & & & & & &	\$2,000.00 \$22,000.00 \$180,000.00 \$175,000.00 \$15,000.00 \$19,800.00 \$29,981.00 \$29,981.00 \$28,229.00 \$28,229.00 \$28,229.00 \$2,500.00 \$12,000.00
\$70.00 \$70.00 \$60.00 \$921.21 \$60.00 \$100.00 \$100.00 \$100.00 \$100.00 \$145.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$1	\$45.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$70.00 \$216.70 \$216.70 \$137.50 \$110.00 \$70.00
PESCRIPTION Fence Fence Fence replacement Roof Grind & repave Roof Early start foundation Early start foundation Early start foundation Roof Demo/Rebuild garage Sidewalk & Patio Sign Sign Sign Sign Sign Sign Sign Sign	Concrete drive/wark Concrete pad/shed New home New home Demo & Install sign 3-unit reroof Reroof Rooftop solar Foundation support Rooftop solar Electric service Fence
DATE 08/15/2022 08/26/2022 08/26/2022 08/26/2022 08/26/2022 08/30/2022 08/30/2022 08/30/2022 08/30/2022 08/30/2022 08/30/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/09/2022 09/13/2022 09/14/2022 09/19/2022 09/20/2022 09/20/2022 09/20/2022 09/20/2022 09/20/2022 09/20/2022	09/30/2022 10/03/2022 10/03/2022 10/12/2022 10/12/2022 10/19/2022 10/19/2022 10/24/2022 10/24/2022
ADDRESS 200 Pelicans 1544 Somerset 423 Orchard 901 Dixie 404 Saddle Run 1474 Clifton 1399 Clifton 1399 Clifton 520 Catalpa 342 Forest 901 Dixie 901 Dixie 901 Dixie 901 Dixie 901 Dixie 901 Dixie 2900 Blue Heron 453 Miller 270 Maple 255 Timbers Bluff 29893 Marsh Hawk 648 Pasadena 901 Dixie	310 Cardinal Creek 1389 Clifton 1474 Clifton 1395/1405/1415 Somerset 260 Hunters 1384 Crooked Creek 302 Orchard 293 Southfield 714 Gould
Owner Name Papesh Berger Unruh Allied/Circle K Hollis Castletown Homes Castletown Homes Castletown Homes Squier Strick Nelson McDonald's	Cardinal Creek HOA 310 Cardinal Cre Castletown 1399 Clifton Castletown 1474 Clifton Castletown 1474 Clifton Chamber/Beecher Mr 1201 Dixie Prairie Park Townhon 1395/1405/1415 Voss 260 Hunters Pharms 1384 Crooked C Ahrendt 302 Orchard Cwiok 293 Southfield Singler 714 Gould
PERMIT # 120-22-08B 121-22-08B 123-22-08B 124-22-08B 126-22-08B 126-22-08B 127-22-08B 130-22-08B 131-22-08B 131-22-08B 131-22-08B 131-22-08B 131-22-08B 132-22-08B 134-22-08B 136-22-08B 136-22-08B 136-22-08B 140-22-09B 141-22-09B 141-22-09B 141-22-09B 142-22-09B 145-22-09B 146-22-09B 146-22-09B	149-22-03B 149-22-03B 150-22-03BEPH 151-22-03BEPH 153-22-11B 154-22-03B 156-22-10B 156-22-10B 157-22-10B 158-22-10B 159-22-11B

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PERMIT #	OWNER NAME	ADDRESS	DATE	DESCRIPTION	COST	VALUE
161-22-10B	Brown	453 Miller	10/25/2022	Shed	\$85.00	\$2,500.00
162-22-10B	Four Season Realty	702 Woodward	10/25/2022	Reroof	\$60.00	\$7,850.00
163-22-10BE	Anderson	11 E. Church	10/26/2022	Garage	\$237.87	\$25,000.00
164-22-10B	Hacko	514 Chestnut	11/01/2022	Fence	\$70.00	\$6,155.00
165-22-11B	Lawrence	29861 Trim Creek	11/02/2022	Fence	\$70.00	\$10,650.00
166-22-11B	Robinson	1379 Clifton	11/09/2022	Shed/Fence	\$155.00	\$19,400.00
167-22-11B	Feret	430 Prairie	11/09/2022	2nd story balcony	\$85.00	\$2,600.00
168-22-11B	Hayhurst	305 Orchard	11/17/2022	Roof	\$60.00	\$24,500.00
169-22-11BEPH	Phillippe Builders	1550 Rolling Pass	11/23/2022	New home	\$1,825.00	\$260,000.00
170-22-11B	Old Gun Slinger	983 Dixie	11/28/2022	Sign	\$70.00	\$1,362.00
171-22-11BEPH	Phillipe Builders	1500 Rolling Pass	12/01/2022	New Home	\$1,500.00	\$280,000.00
172-22-12B	Children's Plus	1387 Dutch American	12/05/2022	Roofing overlay	\$1,975.00	\$138,209.00
173-22-12BE	McCool	531 Orchard	12/13/2022	Rooftop solar	\$464.00	\$35,776.00
174-22-12B	Grutzius	544 Country	12/15/2011	Basement wall repair	\$195.80	\$11,800.00
175-22-12E	Cochrane	516 Hodges	12/15/2022	Electric upgrade	\$302.00	\$17,365.00

TOTALS

Total Number of Permits in 2022:	Number of New Home Permits in 2022: New commercial Number of Misc. Permits in 2022:	
175	9 0 166	

	2022 CONTRACTORS 21 General Contractors 201 Sub-Contractors
TOTAL	\$150/each \$100/each
\$23,250.00	\$3,150.00 \$20,100.00

\$49,602.22 \$5,197,928.00

Cost	Permit	Total	
Value	Construction	Total	. ,

Robert Barber

From:

Terrence Lemming

Sent:

Wednesday, January 4, 2023 2:33 PM

To:

Trustees

Subject:

2023 Police Department Plan

Below is the 2023 plan for the PD. Please let me know if you have any questions or recommendations. With the personnel we currently have I believe we will have a great year. The future police station has raised morale and will contribute to a more professional department. Thanks to each of you for the supporting the new police station and the department.

January Implement the program Naloxone Plus, a drug treatment initiative. We tested the program in December of 2022 after having an opioid overdose. The Will County Health Department followed up and provided treatment options for the person.

January Conduct two school shooting training sessions at Beecher schools for all officers. (One additional training was conducted in December of 2022).

January-March Complete the vault inventory/audit/Disposal of evidence. This has been delayed as we wait for the states attorney's office to obtain over 50 court orders for the disposal of evidence.

January-March Implement E Ticket. This will pay for itself because we will receive a portion of each ticket written through E Ticket. Our initial outlay is for in car printers only.

January-March In conjunction with school personnel, evaluate Officer Hanson's performance.

April-June Lt Emerson, Sgt. DaCorte and the chief will conduct a thorough review of the Beecher PD policy manual to assure that it is updated and relevant to Beecher PD.

July-September

In an effort to better serve the citizens of Beecher and gain more trust, establish a Christmas based charitable organization run through the police department involving the fire department and citizens. This will involve officers donating their time while off duty.

October-December Review the daily performance standard, which is a minimum amount of work each officer must perform each day of work.

October-December Review the "Too Good for Drugs" curriculum that Officer Hanson teaches in Becher schools for effectiveness and relevance.

October-December Review towing company's performance and adherence to their signed agreements.

Terry Lemming Beecher Chief of Police 724 Penfield Street Beecher, IL 60401 708-946-6388