



REGULAR CITY COUNCIL MEETING AGENDA

Wednesday, March 20, 2024
7:00 P.M. (CST)

Wilmington City Hall
1165 S. Water Street (Council Chambers)

A. CALL TO ORDER

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

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

C. CONSENT AGENDA

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

1. Approval of the Regular Meeting Minutes from March 5, 2024
2. Approval of the Accounts Payable Report
3. Proclamation – Recognizing the Month of April as Senior Citizen Month in the City of Wilmington
4. Approval & Authorization for the City Administrator to Execute a Memorandum of Understanding with the Heritage Corridor Convention and Visitors Bureau for the South Island Park LED Sign
5. Award the Façade Improvement Grant in the Amount of \$5,000.00 to John Thayer for 204 N. Water Street Improvements
6. Consideration to Award the Façade Improvement Grant in the Amount of \$5,000.00 to The Watch Shop LLC for 208 N. Water Street Improvements
7. Approve to Sponsor the Great American Road Trip 2.0 for \$750.00
8. Approve the Quote Provided by Axon Enterprises, Inc. in the Amount of \$94,455.48
9. Approve Resolution No. 2024-04, A Resolution to Dispose of Surplus Property (Fujitsu Lifebook & Tablet)
10. Approve Resolution No. 2024-05, A Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement
11. Approve Ordinance No. 24-03-20-01, An Ordinance Amending Section 74.02 of the City of Wilmington Code of Ordinances Regarding the Operation of Golf Carts within the City of Wilmington
12. Approve the State of Illinois CY2024-CY2025 Rock Salt Contract Joint Participation Agreement
13. Approve Invoices Relating to the State of Emergency at a Total of \$1,890.54
14. Approve Proposal from Chamlin & Associates to Complete the Design Phase and the Construction Phase Engineering of the Needed Improvement to the Water Treatment Plant Lime Lagoon Casing and Catwalks for a Total Cost Not to Exceed \$15,000
15. Approve Payment to Brightly Solutions in the Amount of \$6,831.96 for Asset Essentials Services

D. MAYOR'S REPORT

E. ORDER OF BUSINESS

F. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

G. ALDERMEN COMMENTS

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

H. EXECUTIVE SESSION

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

I. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

J. ADJOURNMENT

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

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

The next regularly scheduled City Council meeting is Tuesday, April 2, 2024.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
MARCH 5, 2024**

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

ROLL CALL

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

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

CITIZENS COMMENT

Sheryl Puracchio advised the Council on the current state of senior citizens in our area. Ms. Puracchio provided the Council with a list of current programs being offered by the Rotary Club of Wilmington.

CONSENT AGENDA

1. Approval of the Regular Meeting Minutes from February 20, 2024
2. Approval of the Accounts Payable Report

Aldersperson Kirwin made a motion and Aldersperson Mietzner seconded to approve the Consent Agenda for the February 20, 2024, City Council meeting as presented

Upon roll call, the vote was:

AYES: **6** Kirwin, Mietzner, Jeffries, Allred, Smith, Vice

NAYS: **0**

ABSENT: **2** Knight, Holmes

The motion carried.

MAYOR'S REPORT

The Mayor announced that last year's Utility & Operations Intern has been offered a position at Delanli National Park & Preserve.

ORDER OF BUSINESS

Consideration to Approve Invoices Relating to the State of Emergency at a Total of \$63,384.00

Aldersperson Mietzner made a motion and Aldersperson Kirwin seconded to approve the Invoices Relating to the State of Emergency at a Total of \$63,384.00

Upon roll call, the vote was:

AYES: **6** Mietzner, Kirwin, Jeffries, Allred, Smith, Vice

NAYS: **0**

ABSENT: **2** Knight, Holmes

The motion carried.

Consideration to Approve IDOT BLR 14220, A Resolution (No. 2024-03) for Maintenance Under the Illinois Highway Code for \$750,000

Aldersperson Vice made a motion and Aldersperson Mietzner seconded to approve IDOT BLR 14220, A Resolution (No. 2024-03) for Maintenance Under the Illinois Highway Code for \$750,000

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 2 Knight, Holmes

The motion carried.

Consideration to Approve the Quote from High Star Traffic for Pedestrian Signs, Strobes, and Accessories for \$14,210.80

Aldersperson Allred made a motion and Aldersperson Jeffries seconded to approve the Quote from High Star Traffic for Pedestrian Signs, Strobes, and Accessories for \$14,210.80

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 2 Knight, Holmes

The motion carried.

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – No Report

City Administrator – Jeannine Smith – No Report.

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – Reported that the MFT projects will be going out for bid in April 2024.

Chief of Police – Adam Zink – Reported that Officer Knippen tendered his resignation effective March 8, 2024.

ALDERPERSON COMMENTS

Aldersperson Kirwin – No Comment

Aldersperson Vice – No Comment

Aldersperson Allred – No Comment

Aldersperson Holmes – Absent

Aldersperson Jeffries – No Comment

Aldersperson Knight – Absent

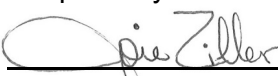
Aldersperson Mietzner – No Comment

Aldersperson Smith – No Comment.

ADJOURNMENT

The motion to adjourn the meeting was made by Aldersperson Mietzner and seconded by Aldersperson Jeffries. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on March 5, 2024, adjourned at 7:26 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



Proclamation

Recognizing the Month of April 2024 as Senior Citizens Month in the City of Wilmington

WHEREAS, Senior Citizens Month honors our mature population for the value and Contribution they bring to home, family, and society as a whole, giving us ample reason this year to reserve a special month in honor of the senior citizens who mean so much to our City; and

WHEREAS, throughout our history, senior citizens have achieved much for our families, our communities, and our country. This remains true today as senior citizens actively serve as volunteers in various programs and projects that benefit every sector of society. Wherever the needs exist, older Americans are making their presence felt, for their own good and that of others; and

WHEREAS, with improved health care and more years of productivity, senior citizens are reinforcing their historical roles as leaders, acting as links to our heritage and sense of purpose as individuals and as a Nation. Many older people are embarking on second careers, giving younger Americans a fine example of responsibility, resourcefulness, competence, and determination; and

WHEREAS, all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute. We can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older – places in which older people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Wilmington, hereby proclaim April 2024 as:

“Senior Citizens Month in the City of Wilmington”

Given under my signature and the seal of
at the City of Wilmington,
this 20th day of March 2024.



Ben Dietz, Mayor
City of Wilmington
Will County, Illinois

ROUTE 66 GRANT FY23 (23-336001)

**ROUTE 66 MONUMENT SIGN PROJECT
AGREEMENT BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU AND
CITY OF WILMINGTON**

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this _____ day of _____, 2024, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and CITY OF WILMINGTON (an Illinois municipality) (hereinafter "CITY"), whose address is 1165 S. Water Street; Wilmington, IL 60481.

RECITALS

WHEREAS, CVB is an Illinois not-for-profit organization that partners with communities to promote the historic I&M Canal National Heritage Area, Starved Rock Country, and The First Hundred Miles of Illinois Route 66, and

WHEREAS, the State of Illinois has made grant funds available to Illinois CVBs for the purpose of promoting tourism and celebrating the 100th Anniversary of Route 66, which includes attraction development along historic Route 66, and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of creating visitor attractions as part of the Route 66 project, no federal funds will be used; and

WHEREAS, CVB will provide funding to establish a Route 66 Monument Sign Project (opening Summer 2024) at 201 Bridge Street; Wilmington, IL 60481 described herein, to the City of Wilmington pursuant to the terms of this Agreement. The Route 66 Monument Sign Project may include an electronic sign board at the entrance of the park on Route 66 – intersection of Bridge and Baltimore Streets. The sign board will be placed on CITY property and will be visible to park visitors as well as motorists traveling the historic Route 66 corridor.

WHEREAS, as consideration for the project management (including grant reporting) of said Route 66 Monument Sign Project, the CITY agrees to a one-time payment of nine thousand dollars (\$9,000) to CVB to cover administrative costs for the purchase and installation of components of the Route 66 Monument Sign Project. The CITY agrees to make the one-time payment on or before May 15, 2024.

WHEREAS, CITY is situated in an almost picture-perfect spot along the Kankakee River, "The Island City" of Wilmington has witnessed a lot of history and has intricate ties to the Illinois & Michigan Canal, Route 66, and even the Underground Railroad. The CITY's historic downtown is an antiquarian's dream, with 20 different antique shops to browse. Another popular stop along Route 66 is the Gemini Giant, a fiberglass man sporting a space helmet and rocket ship, which serves as a tribute to the country's obsession with space travel during the 1960s.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. The term of this agreement shall commence on or before January 1, 2024, and shall continue through May 31, 2024 unless sooner terminated in whole or in part according to the terms of the agreement. The Route 66 Monument Park must be completed by May 31, 2024.
2. CITY shall follow state procurement guidelines and have multiple bids for project components over \$10,000. CITY will provide documentation of RFQ/RFP along with a minimum of two project bids with a statement authorizing payment to preferred vendor to the CVB. CITY may request vendor deposit payments up to 50% down by March 31, 2024, with balances due no later than May 31, 2024.
3. CITY shall have the sole discretion as to the location and placement of Route 66 Monument Park components and shall have the right to change locations, if warranted.
4. In addition, the CITY will provide signage at the Route 66 Monument Sign Project indicating the following information: "Project funded by Illinois DCEO Route 66 Grant" and include the logos of Enjoy Illinois, CVB, and CITY. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the discretion of the CITY.
5. CVB shall not be liable for any injury or death occurring in or about the area where the Route 66 Monument Sign Project is placed, or for injury or death that is caused because of the condition of the sign or its components.
6. CVB shall not be liable for repair, replacement, or maintenance of the Route 66 Monument Sign Project after initial delivery and installation of component to the CITY.
7. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use/establishment of the Route 66 Monument Sign Project.
8. The Parties hereby acknowledge that the approximate cost for the creation and installation of the Route 66 Monument Sign Project are Route 66 grant eligible expenses not to exceed \$109,000 to the "contractual" and "misc" grant expense categories. Costs up to \$109K will be provided/paid by the CVB on behalf of the CITY. The CITY will be financially responsible for expenses exceeding the initial \$109,000 Route 66 Grant eligible expenses.

MOU/contract must be signed/executed by March 31, 2024 with payments completed by May 31, 2024 and work completed by June 30, 2024.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

CITY OF WILMINGTON
Jeannine Smith, City Administrator

DATE _____

HERITAGE CORRIDOR CVB BY ITS AUTHORIZED AGENT
Robert Navarro, President & CEO

DATE _____

2024-02-29



MEMO

Date: March 8, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator

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

Re: Motion to Award Façade Improvement Grant to John Thayer for
204 N Water Street Improvements

The City of Wilmington adopted an Ordinance creating a Façade Improvement Program for its Downtown Business District in November of 2018 with an amendment of the same in May of 2022. This program provides for a grant up to one-half (1/2) of the cost of the project and not exceeding \$5,000 for construction and architectural costs associated with Downtown Business District building improvements.

John Thayer, owner of 204 N Water Street (now known as Abby's Closet) applied for a Façade Improvement Grant in August of 2021 and is requesting an award of \$5,000 pursuant to the executed agreement (see attached). The grant requires a project be completed within 180 days and the owner advised that he was unaware of the deadline for completion. There is an extension provision of one year beyond the completion date which would have brought the completion date to February of 2023. The project was completed in the spring of 2023 and is now occupied as retail space.

The 204 N Water Street project consisted of removal of the storefront and installation of a limestone base. EIFS was to be installed to the top of the building; however, it was replaced by composite deck boards as the owner felt they worked better with the stone base. The gable roof was also demolished and replaced with a flat roof. A copy of the application showing before and after photos is included for your review.

The total anticipated cost of the project was \$15,000. The applicant produced paid receipts in the amount of \$12,827.89 and is requesting \$5,000 as authorized by the agreement.

Staff has reviewed the request and finds the project to be in substantial compliance. Therefore, staff respectfully requests placing a motion on the March 20, 2024 agenda authorizing payment in the amount of \$5,000 to John Thayer.

Thank you in advance for your time and attention

File Number: 21-FG-02

CITY OF WILMINGTON
FAÇADE IMPROVEMENT
GRANT PROGRAM APPLICATION

Received
AUG 19 2021
City of Wilming.

Project Address: 204 N. Water St. Wilmington, IL

Property Owner: John Thayer Year Purchased: 2020

Business Name: Thayer Management Co

Names of Tenant: Vacant/Remodel Lease Exp Date: _____

Applicant Name: John Thayer

Applicant Business Address: 8540 E Mallard Ln. Wilmington IL

Phone: 708 336 0639 Email: John@JohnThayer.CO

Number of Store Fronts: 1

Total Anticipated Cost: \$ 15,000

Total Anticipated Grant Request: \$ 5,000

Description of proposed improvements: _____

Remove entire existing store front and install limestone base 48" high with a eifs continuing to the top of the building.

All finished material will be neutral based colors.

This design will be constructed at the same time we demolish the existing gable roof and replace it with a flat roof.

This design is going to eliminate water shedding to the front of the building, which creates a major ice hazard on the sidewalk in the winter.

As well as eliminate shedding water directly onto the neighboring attached building.

Drawings and design will be submitted once architect finalizes his drawings for entire construction project/remodel

All work will be done through Thayer Construction(owner), a registered, licensed, and insured company in the City of Wilmington

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. .
. .

*Attached elevations of proposed improvements (if available)


File Number: 21-FG-02

I, John Thayer hereby make application to the City of Wilmington for a Façade Improvement Grant in the anticipated amount of \$ 5,000. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit and Agreement provisions.



Applicant Signature

8/18/2021
Date



Property Owner Signature

8/18/2021
Date

Please return completed application to:

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

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

File Number: 21-FG-02

INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE

(Attached)



BILL OF SALE

Brad Southall, as Independent Administrator of the Estate With Will Annexed of Bonnie Southall, Deceased ("Seller"), of 204 North Water Street, Wilmington, IL 60481, in consideration of TEN AND 00/100 DOLLARS (\$10.00), receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Thayer Management Company, LLC ("Buyer") of 8540 E. Mallard Lane, Wilmington, IL 60481 the following personal property to wit:

ALL PERSONAL PROPERTY TO BE TRANSFERRED PURSUANT TO THE REAL ESTATE SALE CONTRACT DATED NOVEMBER 16, 2020

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property; that said property is free and clear of all liens, charges and encumbrances; and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale. All warranties of quality, fitness, and merchantability are hereby excluded.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale this 28th day of December, 2020.

X Brad Southall (Seal)
Brad Southall, as Independent Administrator With Will Annexed of
the Estate of Bonnie Southall, Deceased



EXHIBIT A
CITY OF WILMINGTON
FAÇADE IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT, entered into this 18 day of August, 2021
between the City of Wilmington, Illinois (hereinafter referred to as the "City") and the following
designated PROPERTY OWNER:

Property Owner's Name: John Thayer Thayer Management Co
(hereinafter referred to as the "PROPERTY OWNER")

Address: 8540 E Mallard Ln

City: Wilmington State: IL Zip: 60481

Phone No.: 708 336 0639 Email: John@JohnThayer.CO

Name of Business: Thayer Management Co

Project Address: 204 N. Water St. Wilmington IL

Property Index Number: 17-25-312-007

WITNESSETH

WHEREAS, the City has established a Façade Improvement Grant Program for application to buildings located in the Downtown Business District with B2A-Central Business Zoning; and

WHEREAS, said Façade Improvement Grant Program is administered by the City and is funded from General Revenues for purposes of control and prevention of blight, dilapidation and deterioration of structures in the Downtown Business District also including landscaping and surfacing of parking areas which must include the installation of curb and gutter in commercial areas which are currently not paved or where gravel is present; and

WHEREAS, pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade improvements to commercial establishments up to a maximum of one-half (1/2) of the approved contract cost of such improvements, but in no event shall the total City participation in any single grant exceed Five Thousand Dollars (\$5,000) for construction and architectural cost; and

WHEREAS, the façade improvement costs and architectural fees which are eligible for City participation include all labor, materials, equipment and other contract items necessary to the proper execution and completion of the work as designated from the design drawings approved by the City, provided that reimbursement for architectural fees shall be limited to One Thousand Dollars (\$1,000); and

WHEREAS, the PROPERTY OWNER'S property is located within the Downtown Business District with B2A-Central Business Zoning and the PROPERTY OWNER desires to participate in the Façade Improvement Grant Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and PROPERTY OWNER do hereby agree as follows:

SECTION ONE: INCORPORATION OF RECITALS - The above recitals are made a part of this Agreement and are incorporated herein.

SECTION TWO: COST SHARING – Subject to available funding, the approval of the façade improvement designs by the City Council, and the Property Owner's compliance with the provisions of this ordinance, the City shall share up to either \$5,000.00 OR one-half (1/2) of the actual and certified façade improvement costs and fees, whichever is less.

SECTION THREE: DESIGN APPROVAL - No façade improvement work shall be undertaken until the design therefor has been submitted to the City's Building Department, reviewed by the appropriate City Council committee, and approved by the City Council. The PROPERTY OWNER's design drawings and specifications for the improvements shall be attached hereto as Exhibit IV. Following approval, the PROPERTY OWNER shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION FOUR: REVIEW OF PROJECT - The City Administrator or his/her designee shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the PROPERTY OWNER and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications and terms of the Agreement.

SECTION FIVE: DOCUMENTATION REQUIREMENTS - Upon completion of the façade improvement and upon its final inspection and approval by the City's Building Department, the OWNER shall submit to the City a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER shall submit to the City proof of the actual façade improvement costs and proof of payment in full of the actual façade improvement costs pursuant to the contractor's and architect's statements certified under oath.

Upon the PROPERTY OWNER'S submittal of all required documents and review by the appropriate City Council Committee and approval by the City Council, the City shall issue a check to the OWNER consistent with Section Two above.

SECTION SIX: FAILURE TO COMPLETE THE WORK - If the OWNER or his/her contractor fail to complete the façade improvement work provided for herein conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION SEVEN: UNRELATED IMPROVEMENTS - Nothing herein is intended to limit, restrict or prohibit the OWNER from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION EIGHT: AGREEMENT APPLICABLE TO FUTURE OWNERS - This Agreement shall be binding upon the City of Wilmington and upon the OWNER and its/their successors to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided herein. It shall be the responsibility of the OWNER to inform any subsequent owner or lessee of this Agreement.

SECTION NINE: MAINTENANCE - Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are submitted to the City Administrator, reviewed by the City's Building Department and the appropriate City Council Committee, and approved by the City Council. OWNER agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION TEN: MAXIMUM GRANT AWARDS - Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a Five Thousand Dollar (\$5,000) total limitation shall apply to all Façade Improvement Grant Program awards made to a single building and/or lot within any five (5) year period. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period.

SECTION ELEVEN: INDEMNIFICATION - The OWNER agrees to defend and hold harmless the City and its Agents including but not limited to its Mayor, City Council, officers, officials, employees, staff, agents and representatives and their respective representatives, successors, assignees and heirs (hereinafter referred to as "Agents"), individually and collectively, from any suits and from any claims, demands, losses, damages, liabilities, expenses, judgments, or setoffs of any conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected directly or indirectly with the facade improvements, façade improvement

program or agreement, or other actions arising therefrom including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30.01 et seq.). The obligation of the OWNER hereunder shall include and extend to payment of reasonable attorney's fees for the representation of the City and its Agents in such litigation and includes related liabilities, expenses, costs of any kind and fees; it being understood that the OWNER shall have the right to employ all such attorneys to represent the City and its Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The OWNER shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the City or its Agents in this respect, and the City shall join in any such appeal taken by the OWNER.

SECTION TWELVE: PERFORMANCE OF AGREEMENT - It is agreed that the parties hereto may in law or equity, by suit, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the OWNER shall not have a right to recover a judgment for monetary damages against any Agent of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which OWNER have agreed to pay pursuant to this Agreement and which have become due and remain unpaid.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL - The OWNER shall be required to prominently display a poster identifying the property as receiving City funding. The poster will be provided by the City and shall be displayed from the date the application is approved to no less than thirty (30) days after final approval and reimbursement is made.

SECTION FOURTEEN: COMPLIANCE WITH CITY ORDINANCES - At the time of reimbursement and throughout the term of this Agreement, the land use and signage under the control of the OWNER shall be in conformance with zoning and sign code provisions. All development activities related to this Agreement shall be in conformance with all applicable City ordinances, building codes, development codes, policies, rules and regulations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

PROPERTY OWNER

By: [Signature] 8/18/2021
Name: John Thayer

CITY OF WILMINGTON

By: [Signature]
Name: Ben Dietz
Its: Mayor

ATTEST:

By: [Signature]
Name: Joie Ziller
Its: City Clerk

* Application reviewed and approved at the 09/07/2021 City Council meeting

BRICKWORKS®
SUPPLY CENTER

4042 - Bridgeview
7542 W. 73rd Street
Bridgeview IL 60455
United States

Bill To
CASH42
7542 WEST 73RD STREET
BRIDGEVIEW IL 60455
United States

Ship To
CASH42
7542 WEST 73RD STREET
BRIDGEVIEW IL 60455
United States

Sales Order

Date 01/23/2023
Order # SO151223

PO # JOHN THAYER - 708-336-0639
Subsidiary Illinois Brick
Sales Rep Edyta Galarowski
Ship Date 01/23/2023
Tax Exempt #

Driving Directions

Job Description

Description	Memo (2)	Quantity	Units	Rate	Amount	Location
BLUE RIVER SELECT M/C 40SFTON PERRYVILLE MO		3	TON(1)	516.73	1,550.19	NI : 4042 - Bri...

Subtotal 1,550.19
Tax Total 155.02
Total \$1,705.21

Please examine this order carefully and report any changes immediately. You are responsible for the quantities ordered. No returns allowed without proper authorization. The above order is subject to applicable sales taxes, delivery and special handling charges at the time of delivery. There are no returns on bagged goods or loose brick. All approved returns are subject to a restocking charge & return cartage if picked up by our trucks.





Customer Quote

2/17/2023, 10:23 AM CST

Sales Person LNB6AF

Store Phone # (815) 725-6301

Store # 6925

Location 621 BROOKFOREST AVE, SHOREWOOD, IL 60404

Customer Information

JOHNNY THAYER
(708) 336-0639
JOHNNY.THAYER@YAHOO.COM

THAYER CONSTRUCTION
8540 E MALLARD LN
WILMINGTON, IL 60481



Quote # H6925-217442

PO / Job Name waters st

Will Call

Will Call Details
TimberTech / Azek

Estimated Arrival
12 Days
Customer will be notified when order is ready for pickup

Alternate Pickup Person
JOHNNY THAYER

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
1x6-16' TimberTech PRO Reserve Composite Deck Board (Dark Roast Square Edge (Actual Size: 0.94"x5.36") RC5416DR) [QC:31635865] 👉 DISCOUNT \$8.24 OFF EACH		1004543906	\$91.52 / each \$83.28 / each	40	\$3,331.20

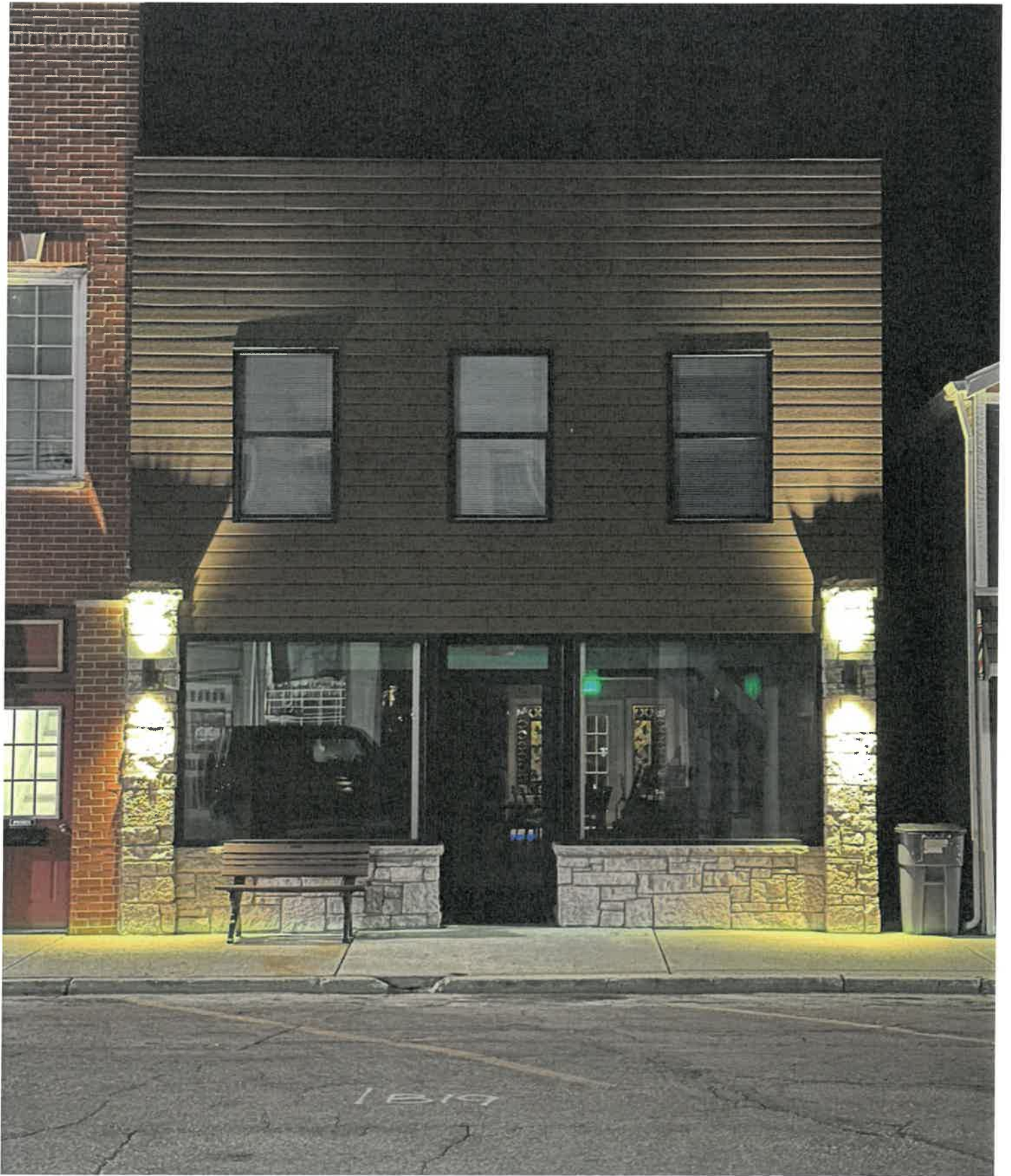
Prices Valid Through: 02/24/2023
at The Home Depot #6925

Subtotal	\$3,660.80
Discounts	-\$329.60
Sales Tax	\$291.48
Quote Total	\$3,622.68



Abby's
CLOSET

204





MEMO

Date: March 8, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator

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

Re: Motion to Award Façade Improvement Grant to The Watch Shop LLC for 208 N Water Street Improvements

The City of Wilmington adopted an Ordinance creating a Façade Improvement Program for its Downtown Business District in November of 2018 with an amendment of the same in May of 2022. This program provides for a grant up to one-half (1/2) of the cost of the project and not exceeding \$5,000 for construction and architectural costs associated with Downtown Business District building improvements.

The Watch Shop LLC, owner of 208 N Water Street applied for a Façade Improvement Grant in August of 2021 and is requesting an award of \$5,000 pursuant to the executed agreement (see attached). The grant requires a project be completed within 180 days and the owner advised that he was unaware of the deadline for completion. There is an extension provision of one year beyond the completion date which would have brought the completion date to February of 2023. The project was just completed as a vanilla box (ready for tenant build out).

The 208 N Water Street project consisted of removal and replacement of six windows and the front door. A copy of the application showing before and after photos is included for your review.

The total anticipated cost of the project was \$12,300. The applicant produced paid receipts in the amount of \$12,368 and is requesting \$5,000 as authorized by the agreement.

Staff has reviewed the request and finds the project to be in substantial compliance with the agreement. Therefore, staff respectfully requests placing a motion on the March 20, 2024 agenda authorizing payment in the amount of \$5,000 to the Watch Shop LLC.

Thank you in advance for your time and attention

AUG 26 2021

City of Wilmington

File Number: 21-FG-04

I, PATRICK BANON hereby make application to the City of Wilmington for a Façade Improvement Grant in the anticipated amount of \$ 5,000.00. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit and Agreement provisions.


Applicant Signature

8/26/21
Date


Property Owner Signature

8/26/21
Date

Please return completed application to:

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

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

Received

AUG 26 2021

City of Wilmington

File Number: 21-FG-04

INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE

SEE NEXT PAGE [✓] ~~Q~~

Received

AUG 26 2021

City of Wilmington



The WATCH SHOP



To: Fidelity National Title 815-726-8936

Received
AUG 26 2021
City of Wilmington

SETTLEMENT STATEMENT

SELLERS: Randy E. Hedden and Harriet Y. Hedden

BUYER: The Watch Shop, LLC

PROPERTY: 208 N. Water St., Wilmington, Illinois

CLOSING DATE: January 3, 2020 @ 3:00 p.m. @ The Law Offices of Fisher & Berardi

SALE PRICE:

Less:

		\$	_____
1.	Earnest Money ..	\$	_____
2.	Real estate taxes for the year <u>2019</u> <u>12</u> months or _____ days.	\$	_____ 1 st installment _____ 2 nd installment
3.	Real estate taxes for the year <u>2020</u> _____ months or _____ days.	\$	_____
4.	Other: _____	\$	_____
5.	Other: _____	\$	_____
6.	Other: _____	\$	_____
7.	Total Credits to Buyer	\$	_____
8.	Balance Due to Seller before expenses:	\$	_____

9. Title Insurance – FNTIC	_____	State of Illinois fee	
9. Title Insurance – FNTIC	-	Later date fee	_____
9. Title Insurance – FNTIC	_____	Owner's policy	_____
10. Transfer Stamps	_____	Will County Recorder	_____
11. Seller attorney fee	_____	Jeffrey L. Fisher	
TOTAL EXPENSES	_____		_____

BALANCE DUE SELLER: \$ _____

Buyers need: \$ _____

Earnest money \$ _____

Net due Seller: \$ _____

Buyers Funds: [REDACTED]

Received
AUG 26 2021
City of Wilmington

SETTLEMENT DISTRIBUTION

Checks To:

*Fidelity National Title ([REDACTED]) (title insurance, revenue stamps and recording)	\$	[REDACTED]
Randy E. Hedden and Harriet Y. Hedden (proceeds)	\$	[REDACTED]

Total Disbursements \$ [REDACTED]

Dated: 1/3/2020

THE UNDERSIGNED BUYERS AND SELLERS ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FIGURES ON THIS CLOSING STATEMENT, THEY APPEAR TO BE CORRECT, AND WE JOINTLY AUTHORIZE THE DISBURSING AGENT TO DISBURSE AS SHOWN ON THIS PAGE. FURTHER, THAT POSSESSION OF THE PREMISES IS BEING TRANSFERRED AT CLOSING AND THAT ALL TAX PRORATIONS ARE FINAL.

Approved:

R. E. Hedden
[Signature]

Harriet Yvonne Hedden

1. The Watch Shop, LLC shall bring a certified check or cashier's check addressed to: **Randy E. Hedden and Harriet Y. Hedden** [REDACTED]

2. The Watch Shop, LLC shall bring a certified check or cashier's check addressed to: **Fidelity National Title** [REDACTED]

Total [REDACTED]

MOORE GLASS, INC.
559 N. CHICAGO ST.
JOLIET, IL 60432

Received
AUG 26 2021
City of Wilmington

815-722-7007 FAX:815-723-8979

Federal Tax ID: 36-2857580

P/O#:	Cust State Tax ID:	Quote: Q005842 Date: 8/25/2021
Taken By: JEFF	Cust Fed Tax ID:	
Installer:	Ship Via:	
SalesRep: MA	Adv. Code:	

PATRICK BARON / THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL

PATRICK BARON / THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL

815-474-2492 CHERYL

Qty	Part Number	Description	Sell	Total
1	MISC	METAL/GLASS/DOOR FOR PROJECT - INSTALLED	\$12,300.00	\$12,300.00

Instructions:
KAWNEER ARCHITECTURAL METAL

CLEAR METAL (SILVER COLOR) (THERMALLY BROKEN)
1" CLEAR INSULATED UNITS - TEMPERED SAFETY GLASS WHERE REQUIRED

(1) SINGLE DOOR AND FRAME APX 40" X 86"
ARROW STILE DOOR WITH 10" BOTTOM RAIL
NEED TO KNOW SWING IF ORDERED
HARDWARE: 3 BUTT HINGES, LATCH LOCK/PADDLE, PUSH/PULLS, CLOSER, SWEEP

RETURNS ON EACH SIDE OF DOOR:

(2) 63" X 53" (TEMPERED SAFETY GLASS, ELEVATION NEXT TO DOOR)
(2) 36" X 53" (ANNEALED GLASS)
(2) 48" X 53" (ANNEALED GLASS)

(2) OPENINGS CONNECTED BY 90 DEGREE CORNER KAWNEER PART
(2) OPENINGS CONNECTED BY PIVOT MULLIONS KAWNEER PART

Total:

Total: \$12,300.00



Received
AUG 26 2021
City of Wilmington

EXHIBIT A
CITY OF WILMINGTON
FAÇADE IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT, entered into this 26 day of AUGUST, 2021
between the City of Wilmington, Illinois (hereinafter referred to as the "City") and the following
designated PROPERTY OWNER:

Property Owner's Name: PATRICK BARON
(hereinafter referred to as the "PROPERTY OWNER")

Address: PO Box 2714

City: JOLIET State: IL Zip: 60434

Phone No.: 815-715-4091 Email: arlan777@gmail.com

Name of Business: THE WATCH SHOP, LLC

Project Address: 208 N. WATER STREET

Property Index Number: 03-17-25-312-005

WITNESSETH

WHEREAS, the City has established a Façade Improvement Grant Program for application to buildings located in the Downtown Business District with B2A-Central Business Zoning; and

WHEREAS, said Façade Improvement Grant Program is administered by the City and is funded from General Revenues for purposes of control and prevention of blight, dilapidation and deterioration of structures in the Downtown Business District also including landscaping and surfacing of parking areas which must include the installation of curb and gutter in commercial areas which are currently not paved or where gravel is present; and

WHEREAS, pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade improvements to commercial establishments up to a maximum of one-half (1/2) of the approved contract cost of such improvements, but in no event shall the total City participation in any single grant exceed Five Thousand Dollars (\$5,000) for construction and architectural cost; and

WHEREAS, the façade improvement costs and architectural fees which are eligible for City participation include all labor, materials, equipment and other contract items necessary to the proper execution and completion of the work as designated from the design drawings approved by the City, provided that reimbursement for architectural fees shall be limited to One Thousand Dollars (\$1,000); and

WHEREAS, the PROPERTY OWNER'S property is located within the Downtown Business District with B2A-Central Business Zoning and the PROPERTY OWNER desires to participate in the Façade Improvement Grant Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and PROPERTY OWNER do hereby agree as follows:

SECTION ONE: INCORPORATION OF RECITALS - The above recitals are made a part of this Agreement and are incorporated herein.

SECTION TWO: COST SHARING – Subject to available funding, the approval of the façade improvement designs by the City Council, and the Property Owner's compliance with the provisions of this ordinance, the City shall share up to either \$5,000.00 OR one-half (1/2) of the actual and certified façade improvement costs and fees, whichever is less.

SECTION THREE: DESIGN APPROVAL - No façade improvement work shall be undertaken until the design therefor has been submitted to the City's Building Department, reviewed by the appropriate City Council committee, and approved by the City Council. The PROPERTY OWNER's design drawings and specifications for the improvements shall be attached hereto as Exhibit IV. Following approval, the PROPERTY OWNER shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION FOUR: REVIEW OF PROJECT - The City Administrator or his/her designee shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the PROPERTY OWNER and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications and terms of the Agreement.

SECTION FIVE: DOCUMENTATION REQUIREMENTS - Upon completion of the façade improvement and upon its final inspection and approval by the City's Building Department, the OWNER shall submit to the City a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER shall submit to the City proof of the actual façade improvement costs and proof of payment in full of the actual façade improvement costs pursuant to the contractor's and architect's statements certified under oath.

Upon the PROPERTY OWNER'S submittal of all required documents and review by the appropriate City Council Committee and approval by the City Council, the City shall issue a check to the OWNER consistent with Section Two above.

SECTION SIX: FAILURE TO COMPLETE THE WORK - If the OWNER or his/her contractor fail to complete the façade improvement work provided for herein conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION SEVEN: UNRELATED IMPROVEMENTS - Nothing herein is intended to limit, restrict or prohibit the OWNER from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION EIGHT: AGREEMENT APPLICABLE TO FUTURE OWNERS - This Agreement shall be binding upon the City of Wilmington and upon the OWNER and its/their successors to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided herein. It shall be the responsibility of the OWNER to inform any subsequent owner or lessee of this Agreement.

SECTION NINE: MAINTENANCE - Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are submitted to the City Administrator, reviewed by the City's Building Department and the appropriate City Council Committee, and approved by the City Council. OWNER agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION TEN: MAXIMUM GRANT AWARDS - Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a Five Thousand Dollar (\$5,000) total limitation shall apply to all Façade Improvement Grant Program awards made to a single building and/or lot within any five (5) year period. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period.

SECTION ELEVEN: INDEMNIFICATION - The OWNER agrees to defend and hold harmless the City and its Agents including but not limited to its Mayor, City Council, officers, officials, employees, staff, agents and representatives and their respective representatives, successors, assignees and heirs (hereinafter referred to as "Agents"), individually and collectively, from any suits and from any claims, demands, losses, damages, liabilities, expenses, judgments, or setoffs of any conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected directly or indirectly with the facade improvements, façade improvement

City of Wilmington
program or agreement, or other actions arising therefrom including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30.01 et seq.). The obligation of the OWNER hereunder shall include and extend to payment of reasonable attorney's fees for the representation of the City and its Agents in such litigation and includes related liabilities, expenses, costs of any kind and fees; it being understood that the OWNER shall have the right to employ all such attorneys to represent the City and its Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The OWNER shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the City or its Agents in this respect, and the City shall join in any such appeal taken by the OWNER.

SECTION TWELVE: PERFORMANCE OF AGREEMENT - It is agreed that the parties hereto may in law or equity, by suit, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the OWNER shall not have a right to recover a judgment for monetary damages against any Agent of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which OWNER have agreed to pay pursuant to this Agreement and which have become due and remain unpaid.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – The OWNER shall be required to prominently display a poster identifying the property as receiving City funding. The poster will be provided by the City and shall be displayed from the date the application is approved to no less than thirty (30) days after final approval and reimbursement is made.

SECTION FOURTEEN: COMPLIANCE WITH CITY ORDINANCES - At the time of reimbursement and throughout the term of this Agreement, the land use and signage under the control of the OWNER shall be in conformance with zoning and sign code provisions. All development activities related to this Agreement shall be in conformance with all applicable City ordinances, building codes, development codes, policies, rules and regulations.

[SIGNATURE PAGE TO FOLLOW]

Received

AUG 26 2021

City of Wilmington

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

PROPERTY OWNER

By:

Name:

Patrick Baron
PATRICK BARON

CITY OF WILMINGTON

By:

Name:

Ben Dietz
Ben Dietz

Its: Mayor

ATTEST:

By:

Name:

Joie Ziller
Joie Ziller

Its: City Clerk

Approved by Council
on 09/07/2021

MOORE GLASS, INC.
559 N. CHICAGO ST.
JOLIET, IL 60432

Page 1 of 2

WO # W240027

PH:815-722-7007 FAX:815-723-8979

Federal Tax ID: 36-2857580

P/O#:	Cust State Tax ID:	Invoice: I240156
Taken By: JEFF	Cust Fed Tax ID:	
Installer:	Ship Via:	Date: 2/12/2024
SalesRep: MA	Adv. Code:	Reprint # 2

Bill To: WATCHS

Sold To: WATCHS

THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

815-474-2492 CHERYL

Qty	Part Number	Description	Sell	Total
1	MISC	METAL/GLASS/DOOR FOR PROJECT - INSTALLED	\$12,368.00	\$12,368.00

Instructions:

KAWNEER ARCHITECTURAL METAL

CLEAR METAL (SILVER COLOR) (THERMALLY BROKEN)
1" CLEAR INSULATED UNITS - TEMPERED SAFETY GLASS WHERE REQUIRED

(1) SINGLE DOOR AND FRAME - FRAME SIZE - 40" X 86"
NARROW STILE DOOR WITH 10" BOTTOM RAIL
HINGED RIGHT, SWING OUT
HARDWARE: 3 BUTT HINGES, LATCH LOCK/PADDLE, PUSH/PULLS, CLOSER, SWEEP

RETURNS ON EACH SIDE OF DOOR:

(2) 8 1/2" X 51 7/8" (TEMPERED SAFETY GLASS, ELEVATION NEXT TO DOOR)
(2) 54 3/8" X 51 7/8" (TEMPERED SAFETY GLASS)
(2) 37 3/8" X 51 3/8" (ANNEALED GLASS)
(1) 47" X 51 7/8" (ANNEALED GLASS) - LEFT SIDE
(1) 46 5/8" X 51 7/8" (ANNEALED GLASS) - RIGHT SIDE

(2) OPENINGS CONNECTED BY 90 DEGREE CORNER KAWNEER PART

(4) CONNECTIONS THAT ARE NOT 90 DEGREE WILL NEED BREAK METAL FLASHING BY OTHERS.
MATERIAL FOR THE BREAK METAL IS 4' X 8' SHEET FOR \$295.00 + TAX

1/2/24 - DEPOSIT OF \$6,000.00 - CK #3649
BALANCE WILL BE \$6,368.00

CARPENTER DOING WORK ON SITE IS JOHN - 708-336-0639

*****NO CAULKING - THEY HAVE SOMEONE TO CAULK ALL THE WINDOWS

MOORE GLASS, INC.
559 N. CHICAGO ST.
JOLIET, IL 60432

Page 2 of 2

PH:815-722-7007 FAX:815-723-8979

WO # W240027

Federal Tax ID: 36-2857580

P/O#:	Cust State Tax ID:	Invoice: I240156	
Taken By: JEFF	Cust Fed Tax ID:		Date: 2/12/2024
Installer:	Ship Via:		Reprint # 2
SalesRep: MA	Adv. Code:		

Bill To: WATCHS

Sold To: WATCHS

THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

815-474-2492 CHERYL

Qty	Part Number	Description	Sell	Total
-----	-------------	-------------	------	-------

NET 30

On Account:

Customer's Signature: _____

Total: \$12,368.00

Balance: \$12,368.00



Account: FREE CHK 3103
Date: 3/5/2024

70-2277/719

3649

CHERYL GRATE BARON

DATE 12/22/2023

PAY TO THE ORDER OF

Moore Glass

\$: 6,000.00

Six Thousand - 00/100

DOLLARS

Heat Sensitive

Joliet, Illinois 60435



[Signature]

MEMO

THE WATCH SHOP

01022024--15:01:04
47315800485450
BMO Bank N.A. >071000288<

0000485450

END ORANGE AREA
PAY TO THE ORDER OF
HARRIS BANK JOLIET, N.A.
JOLIET, IL 60432-4421
#0119005954
FOR DEPOSIT ONLY
MOORE GLASS, INC.
062227
 CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY
AT _____ DATE _____
NAME OF FINANCIAL INSTITUTION
DO NOT WRITE IN THESE SPACES OR SIGNATURES HERE
RESERVED FOR FINANCIAL INSTITUTION USE



Account: FREE CHK 3103
Date: 3/5/2024

02202024--09:19:55
61237801108290
BMO Bank N.A. >071000288<

0001108290

CHECK HERE FOR DEPOSIT ONLY
PAY TO THE ORDER OF
HARRIS BANK JOLLET, N.A.
JOLLET, IL 60432-4421
AT THE OPTION OF THE PAYEE
NAME OF FINANCIAL INSTITUTION
RESERVED FOR FINANCIAL INSTITUTION USE
062227
071900595

70-2277/719

3670

CHERYL GRATE BARON

DATE

2/13/24

PAY TO THE ORDER OF

Moore Glass

\$ 6,663.00

Six thousand six hundred sixty three DOLLARS

Joliet, Illinois 60435



MEMO

I 240156, I 240157

[Signature]

MINUTES AND RESOLUTION OF MEMBERS OF
THE WATCH SHOP LLC

The members of the company met pursuant to unanimous consent, all being present, in Wilmington, Illinois for purposes of purchasing certain assets including real estate as provided by Article ____ of the Operating Agreement which was signed December 11, 2019.

WHEREAS, the managers of **The Watch Shop LLC** have determined that certain real estate shall be purchased and as permitted by the Limited Liability Act of Illinois and its Operating Agreement; therefore,

BE IT RESOLVED that any one of the members who are: Patrick A. Baron or Cheryl Grate Baron on behalf of The Watch Shop LLC are hereby authorized to:

- (a) Transact all deposits and withdrawals of monies from and to the LLC account to obtain the net purchase price of the real estate.
- (b) To execute all documents necessary to purchase certain real estate with its improvements at 208 North Water Street, Wilmington, Illinois, including all closing documentation, and to do all things necessary and incidental to purchase said real estate describes as follows.

LEGAL DESCRIPTION ATTACHED HERETO

Commonly known as: 208 North Water Street, Wilmington, Illinois 60481

P.I.N. 03-17-25-312-005-0000

RESOLVED FURTHER, that this resolution shall continue in force and said bank, or title insurance company may consider the managers of The Watch Shop LLC signatures respectively, to be and continue as set forth in the certificate of this LLC

I HEREBY FURTHER CERTIFY that the following named persons are the existing members of The Watch Shop LLC:

<u>Name</u>	<u>Percentage of ownership</u>
Patrick A. Baron	50%
Cheryl Grate Baron	50%
Total	100%

I HEREBY FURTHER CERTIFY that the following named persons are the existing managers of The Watch Shop LLC:

NAME	ADDRESS
Patrick A. Baron	P.O. Box 2714, Joliet, Illinois 60404
Cheryl Grate Baron	P.O. Box 2714, Joliet, Illinois 60404

IN WITNESS WHEREOF, the Managers have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the 3rd day of January, 2020.


Patrick A. Baron


Cheryl Grate Baron

To: Fidelity National Title 815-726-8936

Received
AUG 26 2021
City of Wilmington

SETTLEMENT STATEMENT

SELLERS: Randy E. Hedden and Harriet Y. Hedden

BUYER: The Watch Shop, LLC

PROPERTY: 208 N. Water St., Wilmington, Illinois

CLOSING DATE: January 3, 2020 @ 3:00 p.m. @ The Law Offices of Fisher & Berardi

SALE PRICE:

Less:		\$	[REDACTED]
1.	Earnest Money ..	\$	[REDACTED]
2.	Real estate taxes for the year 2019 12 months or _____ days.	\$	[REDACTED] 1 st installment
3.	Real estate taxes for the year 2020 _____ months or _____ days.	\$	[REDACTED] 2 nd installment
4.	Other: _____	\$	[REDACTED]
5.	Other: _____	\$	[REDACTED]
6.	Other: _____	\$	[REDACTED]
7.	Total Credits to Buyer	\$	[REDACTED]
8.	Balance Due to Seller before expenses:	\$	[REDACTED]

9. Title Insurance – FNTIC	[REDACTED]	State of Illinois fee	[REDACTED]
9. Title Insurance – FNTIC	-	Later date fee	[REDACTED]
9. Title Insurance – FNTIC	[REDACTED]	Owner's policy	[REDACTED]
10. Transfer Stamps	[REDACTED]	Will County Recorder	[REDACTED]
11. Seller attorney fee	[REDACTED]	Jeffrey L. Fisher	[REDACTED]
TOTAL EXPENSES	[REDACTED]		[REDACTED]

BALANCE DUE SELLER: \$ [REDACTED]

Earnest money \$ [REDACTED]

Net due Seller: \$ [REDACTED]

Buyers need: \$ [REDACTED]

Buyers Funds: [REDACTED]

Received
AUG 26 2021
City of Wilmington

SETTLEMENT DISTRIBUTION

Checks To:

*Fidelity National Title ([REDACTED]		
(title insurance, revenue stamps and recording)		\$ [REDACTED]
Randy E. Hedden and Harriet Y. Hedden	(proceeds)	\$ [REDACTED]

Total Disbursements		\$ [REDACTED]
----------------------------	--	---------------

Dated: 1/3/2020

THE UNDERSIGNED BUYERS AND SELLERS ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FIGURES ON THIS CLOSING STATEMENT, THEY APPEAR TO BE CORRECT, AND WE JOINTLY AUTHORIZE THE DISBURSING AGENT TO DISBURSE AS SHOWN ON THIS PAGE. FURTHER, THAT POSSESSION OF THE PREMISES IS BEING TRANSFERRED AT CLOSING AND THAT ALL TAX PRORATIONS ARE FINAL.

Approved:

R. E. Hedden
[Signature]

Harriet Yvonne Hedden
[Signature]

1. The Watch Shop, LLC shall bring a certified check or cashier's check addressed to: Randy E. Hedden and Harriet Y. Hedden
2. The Watch Shop, LLC shall bring a certified check or cashier's check addressed to: Fidelity National Title

[REDACTED]
[REDACTED]
[REDACTED]

Total

AF 131



The WATCH SHOP

RETAIL SPACE
FOR RENT

Contact Cheryl
815-474-2492



SPONSOR A STOP ON SCOTT'S 10-DAY ROAD TRIP ACROSS AMERICA ALONG HISTORIC ROUTE 66

- Three :15 mentions by Scott on air from 5:30-9:00am CST
- Promotional item in 130 giveaway bags
- Listing on TheFirstHundredMiles.com

6/3 Anaheim, CA	6/4 Needles, CA	6/5 Holbrook, AZ	6/6 Tucumcari, NM	6/7 Shamrock, TX
6/10 Tulsa, OK	6/11 Springfield, MO	6/12 Edwardsville, IL	6/13 Springfield, IL	6/14 Joliet, IL

Schedule subject to change

Heritage Corridor Member Rate: **\$750**
 Non-Member Rate: **\$1,000**

Claim your stop now!
 Contact Jackie Siefert
jackie@hcdestinations.com
 (708) 601-0816

- Must commit by Monday, April 15, 2024 -



66 DAYS OF GIVEAWAYS ON ROUTE 66

HERITAGE CORRIDOR DESTINATIONS IS CELEBRATING HISTORIC ROUTE 66 WITH 66 DAYS OF GIVEAWAYS!

For 66 days, WGN Radio personalities will be awarding listeners gift cards to various establishments along Route 66. On the 67th day, WGN Radio will award one lucky listener a grand prize of gift cards TO ALL 66 establishments!

PROMOTION BENEFITS

- (2) - Live Reads per day to highlight sponsor
- (3) - :15 commercials to highlight the contest and sponsors
- Contest Page on WGNRadio.com with "opt-in" ability to collect listener information
- (1) - Live On-Air Giveaway with a plug for the sponsor and the contest page
- Inclusion in (1) WGN Radio Email Newsletter with link to contest page
- Inclusion in WGN Radio social media posts on Facebook, X, and Instagram

Promotion dates are subject to change

Heritage Corridor Member Rate

- \$550 Investment
 - \$400 WGN radio ad
 - \$100 gift card
 - \$50 gift card

Heritage Corridor Non-Member Rate

- \$800 Investment
 - \$650 WGN radio ad
 - \$100 gift card
 - \$50 gift card

Sign up today!

Contact Jackie Siefert
jackie@hcdestinations.com
815-216-9963

_____ agrees to participate in the aforementioned promotion.

Business Name

Signature

Print Name

Date

- **Must Commit by Friday, April 26th.** -





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-459421-45012.730BH

Issued: 03/27/2023



Quote Expiration: 03/28/2023

Estimated Contract Start Date: 04/15/2023

Account Number: 122774

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1165 S Water St 1165 S Water St Wilmington, IL 60481-1671 USA	Wilmington Police Dept. - IL 1165 S Water St Wilmington, IL 60481-1671 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brayden Herrera Phone: Email: bherrera@axon.com Fax:	Justin Dole Phone: (815) 476-3121 Email: jdole@wilmington-il.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$94,455.48
ESTIMATED TOTAL W/ TAX	\$94,455.48

Discount Summary

Average Savings Per Year	\$4,806.64
TOTAL SAVINGS	\$24,033.22

Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$18,576.08	\$0.00	\$18,576.08
Apr 2023	\$1,575.00	\$0.00	\$1,575.00
Mar 2024	\$18,576.10	\$0.00	\$18,576.10
Mar 2025	\$18,576.10	\$0.00	\$18,576.10
Mar 2026	\$18,576.10	\$0.00	\$18,576.10
Mar 2027	\$18,576.10	\$0.00	\$18,576.10
Total	\$94,455.48	\$0.00	\$94,455.48

Resolution No. 2024-04

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, 65 ILCS 5/11-76-4 provides for the methodology to dispose of certain municipal property which is no longer necessary or useful to the city; and

WHEREAS, the City Council of the City of Wilmington has determined that the City of Wilmington no longer needs the items of personal property on the attached Exhibit A, and such items are surplus property.

THEREFORE, BE IT RESOLVED, that the City Council declares that the items on the attached Exhibit to be surplus property; and

BE IT FURTHER RESOLVED that if the cost of disposal, sale, and transportation of the items is more than they are worth, then the items are declared worthless and may be junked or demolished.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to Illinois statutes.

NOW THEREFORE BE IT RESOLVED that the Chief of Police is hereby authorized to dispose of property identified in Exhibit A in a manner consistent with Illinois law as set forth above.

ADOPTED this 20th day of March 2024 with _____ members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

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

Approved this 20th day of March 2024

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk



City of Wilmington Police Department

Adam Zink, Chief of Police

To: Chief Zink

From: Deputy Chief Dole

Re: Fujitsu Lifebook & Fujitsu Stylistic Tablet Disposals

Date: 02/29/24

The following 2014 Fujitsu Lifebook squad computers and Fujitsu Stylistic tablet have been determined as non-functioning. Gary Fuqua (WPD IT) will permanently delete all the data by wiping the hard drives and then properly dispose of:

1. Fujitsu Lifebook – Serial Number Q4Z00082
2. Fujitsu Lifebook – Serial Number Q4Z00078
3. Fujitsu Lifebook – Serial Number Q4Z00085
4. Fujitsu Lifebook – Serial Number Q4Z00083
5. Fujitsu Lifebook – Serial Number Q4Z00084
6. Fujitsu Lifebook – Serial Number Q4Z00081
7. Fujitsu Lifebook – Serial Number Q4Z00079
8. Fujitsu Lifebook – Serial Number Q4Z00080
9. Fujitsu Stylistic Tablet – Serial Number R8301000

RESOLUTION 2024-05

A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the City Council of the City of Wilmington has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the City of Wilmington pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the City of Wilmington Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the City of Wilmington, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the City of Wilmington allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the City of Wilmington to provide as much as possible for assistance to the residents of the City of Wilmington and other Members of said Mutual Aid Service Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wilmington, Will County and State of Illinois, as follows:

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

Section 2: That the City Council of the City of Wilmington, a body

politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

Section 3: That the Mayor be and is hereby authorized to execute, on behalf of the City Council of the City of Wilmington said Agreement and that the City of Wilmington Clerk is authorized to attest to said Agreement.

EXECUTED and APPROVED this 20th day of March 2024

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., 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, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A



ORDINANCE NO. 24-03-20-01

AN ORDINANCE AMENDING SECTION 74.02 OF THE CITY OF WILMINGTON CODE OF ORDINANCES REGARDING THE OPERATION OF GOLF CARTS WITHIN THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS

WHEREAS, the Illinois Vehicle Code authorizes the City of Wilmington to permit golf carts vehicles upon certain streets, highways, or roadways under its jurisdiction; and

WHEREAS, the City of Wilmington hereby determines that public safety will not be jeopardized if golf carts are permitted upon the streets, highways, and roadways under its jurisdiction in accordance with the provisions set forth below; and

WHEREAS, in determining that permitting golf carts on the streets, highways, and roadways under its jurisdiction will not jeopardize public safety the City has considered (i) the volume and speed of traffic; (ii) the character of traffic on such streets, highways and roadways; and (iii) whether golf carts can safely travel on and cross such streets, highways and roadways.

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

SECTION 1: ORDINANCE AMENDMENT

That Section 74.02 of Title VII Traffic Code of the Wilmington Code of Ordinances is hereby amended to state as follows:

74.02 Operating requirements.

Except as otherwise provided in this chapter, it shall be lawful for a person to drive or operate a golf cart or non-highway vehicle upon city streets in the city of Wilmington.

- a. A person shall not drive or operate a golf cart or non-highway vehicle upon any roadway in the city of Wilmington without a valid driver's license.
- b. It is unlawful to drive or operate a golf cart upon or non-highway vehicle on any roadway in the city of Wilmington with a speed limit greater than thirty-five (35) miles per hour. Provided, however, a golf cart or non-highway vehicle may cross a roadway at an intersection where the roadway to be crossed has a posted speed limit of more than thirty-five (35) miles per hour.
- c. Any person driving or operating a golf cart or non-highway vehicle shall not cross any state, county or township road, toll road, interstate highway, or controlled access highway unless at an intersection controlled by a traffic light or a four-way stop sign and the speed limit of the highway to be crossed is thirty-five (35) miles per hour or less at the place of crossing. **Notwithstanding the foregoing, golf carts or non-highway vehicles may cross at the intersection of E. Baltimore and Joliet Street, W. Baltimore and S. Park Street, and W. Baltimore and Bridge Street.**
- d. A golf cart or non-highway vehicle shall only be driven or operated on roadways under the exclusive jurisdiction of the city of Wilmington unless the city has concurrent jurisdiction with another unit of government controlling the roadway and authorizes the same.
- e. A person who drives or is in actual physical control of a golf cart or non-highway vehicle while under the influence is subject Sections 11-500 through 11-502 of the Illinois Vehicle Code, including but not limited to Driving Under the Influence (625 ILCS 5/11-501) and Illegal Transportation or Possession of Alcoholic Liquor in a Motor Vehicle (625 ILCS 5/11-502), and applicable local ordinances.

- f. Golf carts and non-highway vehicles shall not be operated on sidewalks or other public property not accessible to or authorized for vehicular traffic.
- g. A person who drives or operates a golf cart or non-highway vehicle shall obey all traffic laws of the State of Illinois and the city of Wilmington with regard to the movement and operation of vehicles on the streets and roadways.
- h. It is unlawful to operate or drive any non-highway vehicle, as defined by Section 11-1426.1 of the Illinois Vehicle Code (625 ILCS 5/11-1426.1), besides a golf cart or non-highway vehicle, on any roadway in the city of Wilmington.

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

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

PASSED this 20th day of March 2024 with members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

Approved this 20th day of March 2024

Ben Dietz, Mayor

Attest:

Deputy City Clerk

CMS CY2024-CY2025 Rock Salt Contract Joint Participant

This Rock Salt Joint Participation Agreement is offered to those governmental units who agree to participate in the CY2024-CY2025 Rock Salt solicitation and who agree to take delivery of required tonnage as specified in the resulting joint purchase master contract(s). The resulting joint purchase master contract(s) will be for a one (1) year term with no options to renew.

BY SUBMITTING THIS ROCK SALT CONTRACT JOINT PARTICIPATION AGREEMENT WITH A ROCK SALT TONNAGE AMOUNT, YOUR GOVERNMENTAL UNIT WILL BE OBLIGATED TO TAKE DELIVERY OF THAT SPECIFIED AMOUNT DURING THE CONTRACT TERM. READ THROUGH ALL TERMS OF THIS DOCUMENT, INCLUDING THE SIGNATORY'S CERTIFICATIONS, BEFORE SUBMISSION. IF YOU HAVE QUESTIONS ABOUT THE CERTIFICATIONS CONTAINED IN THIS AGREEMENT, CONTACT YOUR GOVERNMENTAL UNIT'S LEGAL COUNSEL.

If you have more than one Ship To location, you **MUST** complete a separate Contract Participation Agreement for each location.

The deadline to respond is 5:00 p.m. April 07, 2024. This submission date is firm and if you do not respond by this date, you will not be included in the new solicitation or resulting joint purchase master contract for Rock Salt for the CY2024-CY2025 season.

jgretencord@wilmington-il.gov [Switch account](#)



The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

Any files that are uploaded will be shared outside of the organization they belong to.

* Indicates required question



Email *

JGretencord@wilmington-il.gov

What is the name of your Governmental Unit? *

Enter as follows: "Name" Village of, "Name" City of, "Name" Township, "Name" County Highway Dept. etc...

Wilmington City of,

Do you have the purchasing authority to complete the Rock Salt Contract Participation Agreement for CY2024-2025? *

Yes

No

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CMS CY2024-CY2025 Rock Salt Contract Joint Participant

jgretencord@wilmington-il.gov [Switch account](#)



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Any files that are uploaded will be shared outside of the organization they belong to.

*** Indicates required question**

Purchasing Authority Acceptance

Does your Governmental Unit wish to participate in the new solicitation for the CY2024-CY2025 season? *

Yes

No

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CMS CY2024-CY2025 Rock Salt Contract Joint Participant

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The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

Any files that are uploaded will be shared outside of the organization they belong to.

*** Indicates required question**

Rock Salt Information for CY24-25

What is the Ship To Address including City and Zip Code? *

This is the address to which the salt is to be delivered.

745 Widows Road Wilmington Il, 60481

In what County is the Ship To Address located? *

Will



What is the Bill To Address including City and Zip Code? *

This is the address to which the Vendor will send the invoice.

1165 S. Water Street Wilmington Il, 60481

Who is the Contact Person for your Governmental Unit as it relates to Rock Salt? *

James Gretencord

What is the Contact Person's Title? *

Director of Public Works

What is the Contact Person's telephone number? *

779-801-2127

What is the Contact Person's email address? *

JGretencord@wilmington-il.gov

How many tons of Rock Salt is your Governmental Unit requesting that CMS solicit on your behalf? *A minimum of 22 tons is required and estimates should be calculated in 22 tons increments.* *

154



What is your minimum purchase commitment for the CY2024-CY2025 season? *

If you choose 80% and the participant estimates a quantity of 100 tons, the participant is only obligated to order 80 tons. If you choose 100% and the participant estimates a quantity of 100 tons, the participant is obligated to order 100 tons. Regardless of your choice below, all participants will be allowed a maximum purchase commitment of 120%.

That means that if a participant estimates a quantity of 100 tons, the participant can order up to 120 tons.

80%

100%

Certificate of Authority *

I certify that funds are available for this agreement and that such items are available for the sole use of this governmental unit, and not for personal use of any official or individual or resale. In addition, I agree to abide by the Joint Purchasing Procedures established by the Department of Central Management Services.

Please upload the completed Blank Certificate of Authority that was attached to the email with the link to this participation agreement form.

[↑ Add file](#)

Printed Name of Authorized Signature *

Please enter Last Name, First Name

Your answer



BY SUBMITTING THIS ROCK SALT CONTRACT JOINT PARTICIPATION AGREEMENT FORM ON BEHALF OF YOUR GOVERNMENTAL UNIT, YOU ARE HEREBY CERTIFYING TO THE STATE OF ILLINOIS THAT YOU HAVE ACTUAL AUTHORITY (PROOF OF WHICH IS ATTACHED HERETO) TO OBLIGATE YOUR GOVERNMENTAL UNIT TO PARTICIPATE IN THE SOLICITATION AND TAKE DELIVERY OF ALL AMOUNTS SPECIFIED IN YOUR SUBMISSION. YOU FURTHER CERTIFY THAT YOU HAVE COMPLIED WITH ALL APPLICABLE PURCHASING AND CONTRACT REQUIREMENTS SET FORTH BY YOUR GOVERNMENTAL UNIT.

*

Yes, I certify.

A copy of your responses will be emailed to the address you provided.

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Certificate of Authority by Vote

I, _____, **hereby certify** that I am duly elected Clerk/Secretary of
(Name)
_____ (“Governmental Unit”). I hereby certify the following is a true
(Name of Governmental Unit)

copy of a vote taken at a meeting of the Board of Directors (or equivalent governing body), duly called and held on _____, 20____, at which a quorum of the Members were present and voting.

Voted: That _____ (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts, to include joint participation agreements, on behalf of _____ with the State of Illinois and any of
(Name of Governmental Unit)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: _____
(Name & Title)

Certificate of Authority by Bylaws

I, _____, **hereby certify** that I am duly elected Clerk/Secretary of
(Name)

_____. I hereby certify the following is a true copy of the
(Name of Governmental Unit)

current Bylaws (or equivalent law or ordinance) and that the Bylaws authorize the
following person or position to bind the Governmental Unit for contractual obligations, to
include joint participation agreements: _____

(List title or position)

I further certify that the following individuals currently hold the office or positions
authorized: _____.
(List individuals holding positions authorized)

I further certify that it is understood that the State of Illinois will rely on this
certificate as evidence that the person listed above currently occupies the position
indicated and that they have full authority to bind the Governmental Unit for contractual
obligations, to include joint participation agreements with the State of Illinois.

Dated: _____

Attest: _____

(Name & Title)



MEMO

Date: March 20, 2024

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: State of Emergency Invoices

Budget Impact: \$1890.54 ESDA Line Item 07-00-7500

Request: Approve the invoices relating to the State of Emergency.

Discussion: The following items are invoices received due to the flooding. I am requesting approval to pay the invoices totaling \$1,890.54 bringing the total of emergency invoices paid to date to \$90,097.47.

Invoices Paid To Date:		
Company	Cost	Reason
Inman Electric Motors	\$ 11,363.10	Three new Motors 2-50HP 1-30HP
On Site Repair Services	\$ 11,737.22	Three new motor installs and one motor realignment
Grainger	\$ 922.18	4 clearwell transducers + coupling grease
Whitmore Ace	\$ 257.25	Misc. Needed items: visqueen, drain pain etc..
Dunkin Donuts	\$ 59.78	Coffee for First Responders 1/26/2024
Wilmington Pizzeria	\$ 182.00	Lunch for all P.W. Employees and Contractors 1/27/2024
Clennon Electric	\$ 41,771.28	Inspection and repair of electrical systems that were submerged in water, diesel generator rental, 2 new transformers, 480V breaker install, misc electrical parts
Xylem	\$ 12,840.85	Rental 2 diesel powered trash pumps for WTP by-pass pumping
VCNA Prairie LLC	\$ 6,851.08	596 tons of stone for washed out areas at park and public parking lot, 28 tons of sand for sandbags
Servpro	\$ 750.00	Dehumidifier rental for pump house
Menards	\$ 1,040.79	Pumphouse light fixture replacement
Automatic Control	\$ 301.40	Diagnos pumphouse PLC
Waste Management	\$ 130.00	Remove debris insulation around pumphouse
	\$ 88,206.93	
Invoices being voted on 3/20/2024		
Company	Cost	Reason
VCNA Prairie LLC	\$ 196.42	14 Tons of PGE 4-6" Limestone for washed out section of South Island Park Road
Allied Nursery	\$ 611.00	13 yards of pulverized black dirt
Whitmore Ace	\$ 643.12	Conduit, Pancake Aircompressor, Misc Electrical Parts
Homewood Disposal	\$ 440.00	Roll off Dumpster for Residents impacted by flooding
	\$ 1,890.54	
Total to date:	\$ 90,097.47	

Motion: Approve the invoices relating to the State of Emergency at a total of \$1890.54
Thank you in advance for your consideration of this request.

SHIP TO:
MAINTENANCE #5290228
VARIOUS LOCATIONS

INVOICE NUMBER 891410467	INVOICE DATE 03/07/24	PAGE 1 of 1
-----------------------------	--------------------------	----------------

JOB# 29218	CUSTOMER JOB# VARIOUS LOCATION
---------------	-----------------------------------

BILL TO:
CITY OF WILMINGTON #5913692
ATTN: MAUREEN MACK
165 S WATER STREET
WILMINGTON IL 60481
US

DELIVERY METHOD FOB	CUSTOMER PO#
------------------------	--------------

SALES REPRESENTATIVE Lori Bartels

*** TO RECEIVE EMAILED INVOICES, PLEASE CONTACT THE CREDIT DEPT. AT 1-708-458-0400**

SHIPPING DATE	PLANT	TICKET NUMBER	PRODUCT DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
03/07/24	4S95	9560008	6121701 014CS01 LIMESTONE	14.030	TON	14.00	196.42
Amount Before Tax:							196.42



Total Yds/Tons 14.03

Total Amount USD 196.42

Payment due end of 2nd month following shipment

Thank you for your Business

EMIT TO: VCNA Prairie LLC
5185 Paysphere Circle Chicago IL 60674
voice inquiries: Please call
55-992-2929

FOR COMPLETE TERMS AND CONDITIONS, PLEASE
CHECK OUR WEBSITE
<http://salestermsandconditions.vcnainc.com/>

CC: JG 3-13-24

Welcome to Allied Nursery!
3197 S. Chicago Street Joliet, IL 60436
(815) 722-2280

Mike

3/13/24, 10:18 AM Ticket: R6
Server: Kristi S
City of Wilmington
Invoice: 240313-08-6 Mike

House Account
Status: Approved

13 * 1 cy Pulverized Dirt	611.00
Subtotal	611.00
Total	611.00
House Account	611.00
Amount	611.00

Allied guarantees all plant material is disease free and healthy at the time of purchase. Allied guarantees plant material installed by Allied. We guarantee Proper installation per industry standards. We guarantee Plant material (Excluding Sale or Discounted items, Spruce Trees, Fruit Trees, Arborvitae & Roses) which fails to survive for a period of one year from the date of installation will be replaced at no charge. This is a one time replacement provided that the proper care was followed by the customer/ owner. Allied is not responsible for any lines not marked by J.U.L.I.E. Allied is not responsible for customers vehicle in event of damage in process of loading or hauling. Customer assumes liability.
NO RETURNS ACCEPTED

THANK YOU FOR SHOPPING AT
 WHITMORE ACE HARDWARE - 3600I
 1105 S. WATER ST
 WILMINGTON, IL 60481
 WWW.WHITMOREACE.COM
 (815) 476-7731

THANK YOU FOR SHOPPING AT
 WHITMORE ACE HARDWARE - 3600I
 1105 S. WATER ST
 WILMINGTON, IL 60481
 WWW.WHITMOREACE.COM
 (815) 476-7731

THANK YOU FOR SHOPPING AT
 WHITMORE ACE HARDWARE - 3600I
 1105 S. WATER ST
 WILMINGTON, IL 60481
 WWW.WHITMOREACE.COM
 (815) 476-7731

SERVING OUR CUSTOMERS SINCE 1896
 TO OUR CUSTOMERS AND FRIENDS

SERVING OUR CUSTOMERS SINCE 1896
 TO OUR CUSTOMERS AND FRIENDS

SERVING OUR CUSTOMERS SINCE 1896
 TO OUR CUSTOMERS AND FRIENDS

02/22/24 2:11PM KS 553 SALE

57766 1 EA 17.59 EA N
 STOP NT USS 1/2-13 17.59
 SUB-TOTAL:\$ 17.59 TAX: \$.00
 TOTAL: \$ 17.59
 CHARGE AMT: 17.59



==> JRNL# G40936 INV#328000
 CUST NO: 16840/ 2
 ACE REWARDS ID # 19818729162

Customer Copy

Name: X
 KINNETT, GRIFFIN
 Acct: WATER
 PO#: GRIFFIN

See our return policy at:
<https://www.whitmoreace.com/policies>

Tell us about your experience today and Enter to win a \$50 gift card!

To participate

* Visit: TalkTo.AceHardware.com or text HELPFUL to 223439

* This survey invitation is valid for 72 hours

* Store # 03600

* Survey approximately 5 mins

No purchase necessary. Must be 18 or older to enter sweepstakes. Void where prohibited. See rules at: TalkTo.AceHardware.com

01/29/24 11:08AM KS 553 SAL

4027520 56 EA 1.00 EA
 VINYL TUB 5/8X3/4" 100L 56
 33515 2 EA 36.99 EA
 HEAT CABLE F/PIPE 15FT 73
 4338562 1 EA 9.99 EA
 PIPE TEE 1/2"FPT BRS LL 9
 4000774 1 EA 2.59 EA
 ELBOW 3/8MPTX5/8BARB 2
 4000816 1 EA 2.59 EA
 ELBOW 1/2MPTX5/8BARB 2
 4338513 2 EA 9.59 EA
 ELBOW 90D 3/8"FPT 19
 4338554 2 EA 8.99 EA
 PIPE TEE 3/8"FPT BRS 17
 4338521 1 EA 8.59 EA
 ELBOW 90DEG 1/2"BRS LL 8.5
 47002 1 EA 8.59 EA
 NIPPLE3/8"X3-1/2" BRS 8.5
 46993 1 EA 7.99 EA
 NIPPLE 1/2X2-1/2"RBRS 7.9
 4000816 1 EA 2.59 EA
 ELBOW 1/2MPTX5/8BARB 2.5
 4338562 1 EA 9.99 EA
 PIPE TEE 1/2"FPT BRS LL 9.9
 46993 1 EA 7.99 EA
 NIPPLE 1/2X2-1/2"RBRS 7.9
 46992 1 EA 6.99 EA
 NIPPLE 3/8"X2-1/2"RBRS 6.9
 4338653 1 EA 4.59 EA
 HEX BUSH 3/8"M X 1/4"F 4.5
 4504288 1 EA 6.59 EA
 BARB HOSE 1/2X3/8MPT LF 6.5
 47002 1 EA 8.59 EA
 NIPPLE3/8"X3-1/2" BRS 8.5
 4338653 1 EA 4.59 EA
 HEX BUSH 3/8"M X 1/4"F 4.5
 4505178 1 EA 9.59 EA
 REDC COUPL1/2X1/4FPT LF 9.5
 4338661 1 EA 6.59 EA
 HEX BUSH 1/2"M X 1/4"F 6.5

SUB-TOTAL:\$ 275.58 TAX: \$.00
 TOTAL: \$ 275.58
 CHARGE AMT: 275.58



==> JRNL# G32740 INV#327570
 CUST NO: 16840/ 2
 ACE REWARDS ID # 19818729162

Customer Copy

01/29/24 2:05PM KS 553 SALE

3492212 1 EA 19.99 EA N
 CORD POWER BLOCK 2 12/3 19.99
 3492162 1 EA 44.99 EA N
 EXTNSION CORD25 12/3YLW 44.99
 3492170 1 EA 89.99 EA N
 EXTNSION CORD50 12/3YLW 89.99
 SUB-TOTAL:\$ 154.97 TAX: \$.00
 TOTAL: \$ 154.97
 CHARGE AMT: 154.97



==> JRNL# G32805 INV#327583
 CUST NO: 16840/ 2
 ACE REWARDS ID # 19818729162

Customer Copy

Name: X
 KINNETT, GRIFFIN
 Acct: WATER
 PO#: GRIFFIN

See our return policy at:
<https://www.whitmoreace.com/policies>

Tell us about your experience today and Enter to win a \$50 gift card!

To participate

* Visit: TalkTo.AceHardware.com or text HELPFUL to 223439

* This survey invitation is valid for 72 hours

* Store # 03600

* Survey approximately 5 mins

No purchase necessary. Must be 18 or older to enter sweepstakes. Void where prohibited. See rules

FLOOD

THANK YOU FOR SHOPPING AT
WHITMORE ACE HARDWARE - 3600I
1105 S. WATER ST
WILMINGTON, IL 60481
WWW.WHITMOREACE.COM
(815) 476-7731

SERVING OUR CUSTOMERS SINCE 1896
TO OUR CUSTOMERS AND FRIENDS

02/22/24 8:37AM ALM 553 SALE

1895382	1	EA	169.99	EA	N
AIR CMPSR PNCBK 6GL O-F					169.99
46381	1	EA	24.99	EA	N
ADAPTER 2"COPPERX2"MPT					24.99

SUB-TOTAL:\$ 194.98 TAX:\$.00

TOTAL: \$ 194.98

CHARGE AMT: 194.98



==>> JRNL# G40784 INV#327986
CUST NO: 16840/ 2
ACE REWARDS ID # 19818729162

Customer Copy

Name : X
KINNETT, GRIFFIN
Acct: WATER
PO#: charge

See our return policy at:
<https://www.whitmoreace.com/policies>

Tell us about your experience
today and Enter to win a \$50
gift card!

To participate

* Visit: TalkTo.AceHardware.com
or text HELPFUL to 223439

* This survey invitation is
valid for 72 hours

* Store # 03600

* Survey approximately 5 mins

No purchase necessary.
Must be 18 or older to
enter sweepstakes. Void
where prohibited. See rules
at: TalkTo.AceHardware.com



INVOICE

The kind of service that others only promise.
(815) 832-1115 | (708) 798-1004
www.mydisposal.com

REMIT TO:
NUWAY DISPOSAL
P.O. Box 9
Mokena, IL 60448

ADDITIONAL PAYMENT CENTER:
TINLEY PARK OFFICE
17726 S. Oak Park Ave.
Tinley Park, IL 60477

Invoice #
8707124

Invoice Date
02/15/2024

Bill to

CITY OF WILMINGTON
1165 S WATER ST
WILMINGTON IL 60481

Service Address

CITY OF WILMINGTON
1206 TOWPATH LN
WILMINGTON IL 60481

Cust # **20-285416 2**

▲ Please detach and return this portion with remittance. ▲

Check # Amount Enclosed

Billing Inquiries: (708) 332-0253

DATE	DESCRIPTION	QTY.	RATE	TOTAL
02/12/2024	15YD RETRIEVE			440.00

YOUR ONLINE ACCESS CODE IS 0738474.

Invoice unpaid at month end will appear on a cumulative statement. Your prompt payment is appreciated. Due in 10 days of invoice date. Balance(s) unpaid after DUE DATE are subject to a late payment charge of 1.5%, \$10.00 minimum. Please pay INVOICE TOTAL 440.00

Cust # 20-285416 2
Service Address: 1206 TOWPATH LN

Invoice # 8707124

HOMEWOOD DISPOSAL SERVICE, INC. | (708) 798-1004 | www.mydisposal.com

CC: JG



MEMO

Date: March 20, 2024

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: Lime Lagoon Casing and Catwalk Improvements Proposal

Budget Impact: \$7,800 02-17-6390 Professional Fees Engineering-Water
\$7,200 02-17-7320 Water Capital Projects

Request: Consider the proposal from Chamlin and Associates to complete the design phase and the construction phase engineering of the needed improvements to the Water Treatment Plant Lime Lagoon casing and catwalks for a total cost not to exceed \$15,000.

Discussion: In January, staff discussed with Council the need to replace the west lime lagoon casing and both lime lagoon catwalks. After receiving direction from the Council to proceed with putting the project out to bid, staff reached out to Chamlin and Associates to create a proposal that includes a design packet and construction engineering. Chamlin and Associates' proposal for both phases of this project totals \$15,000. This request is a budgeted request.

Motion: Approve the proposal from Chamlin and Associates to complete the design phase and the construction phase engineering of the needed improvements to the Water Treatment Plant Lime Lagoon casing and catwalks for a total cost not to exceed \$15,000.

Thank you in advance for your consideration of this request.



MEMO

Date: January 9, 2024

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: Lime Lagoon Casing and Catwalks

Budget Impact: TBD \$170,000 Budgeted

Request: Consider the repairs that need to be done to the west lime lagoon casing and catwalks and give staff direction.

Discussion: In the process of producing our drinking water, lime is an essential component. Once the lime has fulfilled its purpose, it is directed to one of two lime lagoons. However, some years ago, settling occurred in the casing of the west lime lagoon, rendering it inoperable. Additionally, the catwalks for both casings require replacement. The current catwalks are constructed from wood, likely chosen initially to reduce costs. However, using wood for the catwalks shortened their lifespan, and over time, wood absorbs moisture, adding weight and potentially contributing to the settling of the west lime lagoon casing many years after its construction.

To address these issues, our staff has reached out to a local contractor for a cost estimate to replace the lime lagoon casing and the catwalk. By repairing the west lime lagoon, we will return our lime storage capacity back to its original design parameters. This enhancement will allow us to fill one lime lagoon and let the lime dry while the other lagoon remains in service. This development will be highly beneficial in the future, as the drier the lime, the less we'll have to pay for its removal.

It is my recommendation we request Chamlin & Associates create plans to replace the west lime lagoon casing and equipment and replace both catwalks. At which time we will put this project out for bid.

Continued.



Motion: **Consider the repairs that need to be done to the west lime lagoon casing and catwalks and give staff direction.**

Thank you in advance for your consideration of this request.

March 11, 2024

City of Wilmington
1165 South Water Street
Wilmington, IL 60481

Transmitted Via Email: [jgretencord@wilmington-il.com]

ATTENTION: James Gretencord
Director of Public Works

SUBJECT: Water Treatment Plant – Lime Lagoon Catwalk Improvements

Dear Mr. Gretencord,

Per last week's meeting with yourself and Ryan Foster, Chamlin & Associates understands the City would like to make improvements to the two outlet structures and catwalks for the lime lagoons at the water treatment plant. Chamlin & Associates proposes the following scope of services:

DESIGN PHASE

- Prepare engineering drawings to describe the proposed improvements to include replacement of the west outlet structure (east structure to remain in place), and replacement of both wooden catwalks with galvanized steel catwalks.
- We will work with you and Ryan Foster to explore alternative methods of collecting decant water vs. using the current method of a swivel fitting with winch.
- The catwalk design will primarily use the design generated by Chamlin & Associates last year for project estimating purposes, with refinements made based on field measurements.
- We will prepare a bid package as necessary to solicit public bids, including advertisement, conducting a pre-bid meeting (if desired), receiving of bids, and recommendation of low bidder.

We propose to perform the above scope of design phase Engineering services on a time and expense basis in accordance with our standard hourly rates, not-to-exceed: **\$7,800.**

CONSTRUCTION PHASE

- a) Provide construction inspection and observation services from bid award through final completion, including preparing contracts, conducting pre-construction meeting (if needed), periodic site visits, post-fabrication inspection, review of submittals and shop drawings, review and recommendation for pay applications, review and recommendation of requested change orders, completion of final punchlist and project closeout.

We propose to perform the above scope of construction phase Engineering services on a time and expense basis in accordance with our standard hourly rates, not-to-exceed: **\$7,200.**

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Professional Design Firm License No. 184-001717

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If you wish to accept this proposal, please sign below. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

CHAMLIN & ASSOCIATES, INC.



Adam J. Ossola, S.E., P.E.

cc: File: 9939.00

ACCEPTED BY:

Signature

Date



MEMO

Date: March 20, 2024

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: Asset Essentials Service Payment

Budget Impact: \$6,831.96 Line Items
25% 01-03-6360 Police Dues and Subscriptions
25% 01-05-6360 P.W. Dues, Subscriptions & Memberships
25% 02-21-6360 Water Dues, Subscriptions & Memberships
25% 04-00-6360 Sewer Dues, Subscriptions & Memberships

Request: Approve the payment to Brightly Solutions in the amount of \$6,831.96.

Discussion: Asset Essentials is work order software that the Code Enforcement, Public Works, Water and Sewer Departments use to track and quantify work being done. We use this work order software for reoccurring preventative maintenance as well as to prioritize new work requests that need to be accomplished. In the past year alone 1109 work orders have been created and completed. This is a yearly renewal and is a budgeted request.

Motion: Approve the payment to Brightly Solutions in the amount of \$6,831.96 for asset essentials services.

Thank you in advance for your consideration of this request.



Invoice

Tax ID: 56-2174429
Phone: 877-639-3833
Email: accountsreceivable@brightlysoftware.com

Invoice #: INV-236872
Invoice Currency: USD
Invoice Date: 03/13/2024
Terms: Net 30
Due Date: 04/12/2024
Client ID: 1360136

Bill To:
City of Wilmington
Ken Ewenson
1165 S. Water Street
Wilmington, IL 60481
United States

Ship To:
City of Wilmington
Ken Ewenson
1165 S. Water Street
Wilmington, IL 60481
United States

Client PO #:

Reference: Sourcewell Contract # 090320-SDI

Table with 6 columns: Description, Site, Start Date, End Date, Quantity, Amount. Rows include Asset Essentials Inventory, Water Distribution and Waste Water Collection Module, Streets/Signs/Sidewalks Module, Facilities/Physical Plant Module, Asset Essentials, and summary rows for SUBTOTAL, SALES TAX, and TOTAL.

Summary table with 2 columns: Description, Amount. Rows include TOTAL APPLIED (USD \$0.00) and TOTAL DUE (USD \$6,831.96).

Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com.
Need a copy of our W-9? Click here to get a copy from our SharePoint site.
Need updated vendor information regarding our name change? Click here.

TO PAY BY CHECK
Brightly Software, Inc.
PO Box 360717
Pittsburgh, PA 15251-6717
OR 15250-6717

TO PAY BY ACH
HSBC Bank USA, N.A.
95 Washington St. 4 South
Buffalo, NY 14203
Account #: 879026464
Routing #: 022000020

TO PAY BY WIRE
HSBC Bank USA, N.A.
452 5th Ave.
New York, NY 10018
Account #: 879026464
Fed #: 021001088
Swift #: MRMDUS33

TO PAY BY CREDIT CARD
Call 877-639-3833
(3% surcharge applies)

When paying electronically (ACH), please send remittance details to remittance@brightlysoftware.com

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