



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

**Agenda
Regular City Council Meeting
Wilmington City Hall - Council Chambers
April 25, 2023 at 7:00 p.m.
In Person & Via Zoom**

join by video at:

<https://us02web.zoom.us/j/87174639590?pwd=enlxQzR1djNselJNbzV0ai84NkgyUT09>

join by phone at:

1-312-626-6799

Meeting ID: 871 7463 9590 / Passcode: 677407

IN ACCORDANCE WITH PUBLIC ACT 101-0640, 5 ILCS 120/7(e), THIS CITY COUNCIL MEETING WILL BE HELD IN PERSON AND REMOTELY BASED ON THE GUBERNATORIAL DISASTER DECLARATION AND THE MAYOR OF THE CITY OF WILMINGTON DETERMINING THAT A FULL IN-PERSON MEETING IS NOT PRACTICAL OR PRUDENT. MEMBERS OF THE GENERAL PUBLIC WILL BE ABLE TO VIEW AND PARTICIPATE IN THE MEETINGS REMOTELY AS WELL.

A. CALL TO ORDER

1. Pledge of Allegiance

2. Roll Call

Mayor Ben Dietz

Aldermen: 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 April 5, 2023
2. Approval of the Accounts Payable Report
3. Approval of the Mad Bomber Fireworks Productions Agreement in the amount of \$12,400 for the June 30, 2023 Let Freedom Rock Celebration
4. Approval of the Mad Bomber Fireworks Productions Agreement in the amount of \$6,000 for the July 21, 2023 Catfish Days Festival
5. Approval of the Quote from Kustom Signals, Inc to Purchase of Nine Radar Units in the amount of \$15,750
6. Approval of the Contract with Axon for Body-Worn Cameras in the amount of \$18,576.08 per year plus a one-time fee of \$1,575
7. Approval of Ordinance No. 23-04-25-01, An Ordinance Approving and Authorizing the City of Wilmington to Enter Into An Intergovernmental Agreement Between the City of

*Posting Date:
4/21/2023 2:53 PM jz*

Wilmington and Wilmington School District 209U and Southern Will County Cooperative for Special Education

8. Approval of the Exception of City Code 150.89, Recreational Vehicles - 1299 Sunset Drive
9. Approval of Ordinance No. 23-04-25-02, An Ordinance Approving and Authorizing the Execution of An Intergovernmental Agreement with the Will County Forest Preserve District to Apply for a Boat Access Area Development Grant
10. Approval of the Payment in the Amount of \$51,332.37 to Airy's for Repairs Made to the Sanitary Sewer near 301 N. First Street
11. Approval of the Payment in the Amount of \$6,445.25 to Brightly Solutions for Asset Essentials Services
12. Approval of Ordinance No. 23-04-25-03, An Ordinance Approving the CDL Training Reimbursement Agreement Between the City of Wilmington and AFSCME Council 31, Local 1909 As An Addendum to the Collective Bargaining Agreement
13. Approval of the Purchase of Commercial Water Meters in the Amount of \$9,162.66 from Utility Pipe Sales
14. Approval of the Equipment Rental Agreement with Altorfer Caterpillar for a Compact Track Loader and Cold Planer Not to Exceed \$7,000
15. Approval of the Purchase of 120 Tons of Hot Mix Asphalt and Prime Not to Exceed \$7,000

D. MAYOR'S REPORT

1. Proclamation – National Safe Boating Week May 20-26, 2023

E. ORDER OF BUSINESS

1. Consideration to Approve Resolution 2023-09, A Resolution to Dispose of Surplus Property (Konica Minolta BIZHUB C558)
2. Discussion and Consideration to Authorize Approval of the Mayor's Summer Youth Internship Program
3. Consideration to Approve and Authorize the Public Works Director to Execute the ComEd Customers Work Agreement for the Downtown Parking Lot Project

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

1. Consideration to Approve An Ordinance Authorizing the Execution of a Real Estate Purchase Contract and Purchase of a Specific Property

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 May 2, 2023.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
APRIL 5, 2023**

MAYOR PRO TEM ALDERMAN KEVIN KIRWIN CALLED TO ORDER THE REGULAR MEETING THE WILMINGTON CITY COUNCIL AT 7:00 P.M.

ROLL CALL

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

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

Alderman Holmes made a motion and Alderman Allred seconded to the appoint Alderman Kevin Kirwin as Mayor Pro Tem for the April 5, 2023 City Council meeting.

Upon roll call, the vote was:

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

The motion carried.

CITIZENS COMMENT

None

CONSENT AGENDA

1. Approval of the regular meeting minutes March 21, 2023
2. Approval of the Accounts Payable Report

Alderman Mietzner made a motion and Alderman Knight seconded to approve the Consent Agenda

Upon roll call, the vote was:

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

The motion carried.

MAYOR'S REPORT

Alderman Allred made a motion and Alderman Vice seconded to approve a Proclamation recognizing the 54th Annual Professional Municipal Clerks Week, April 30 - May 6, 2023

Upon roll call, the vote was:

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

The motion carried.

Mayor Pro-Tem Kirwin informed us that RT 66 Red Carpet Corridor will be held downtown on May 6, 2023.

ORDER OF BUSINESS

No new business was discussed

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – No Report

City Administrator – Jeannine Smith – No Report

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – No Report

Police Department – Chief Zink – No Report

ALDERMAN COMMENTS

Alderman Kirwin – No Comment

Alderman Vice – No Comment

Alderman Allred – No Comment

Alderman Holmes – No Comment

Alderman Jeffries – No Comment

Alderman Knight – No Comment

Alderman Mietzner – No Comment

Alderman Smith – Absent

EXECUTIVE SESSION

Alderman Allred made a motion and Alderman Mietzner seconded to go into Executive Session at 7:13 PM to discuss Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)], Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)], Matters of Land Acquisition [ILCS 2(c)(5) and 2(c)(6)], Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Smith

The motion carried.

Alderman Allred made a motion and Alderman Jeffries seconded to close Executive Session at 7:27 PM

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Smith

The motion carried.

POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

No action taken

ADJOURNMENT

The motion to adjourn the meeting was made by Alderman Holmes and seconded by Alderman Mietzner. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on April 5, 2023, adjourned at 7:28 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

APRIL 25, 2023 CONSENT AGENDA ITEMS

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MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

CITY OF WILMINGTON

ANNUAL INDEPENDENCE DAY CELEBRATION

WILMINGTON, ILLINOIS

FRIDAY JUNE 30th, 2023

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE \$12,400.00

INCLUDES THE FOLLOWING:

20 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain Dated during 2023 year.

Choreographed Display Production.

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 14th day of MARCH, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and CITY OF WILMINGTON 1165 So. Water Street Wilmington, IL 60481 Herein after referred to as Buyer, of CITY OF WILMINGTON, ILLINOIS.

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$12,400 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 30th day of JUNE 2023, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of display.

3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 210' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.

5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.

6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..

7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to include Attachments, if any. See Attachments Manually/Electronically Fired _____ Display price does not include local fire protection permit fees. RAIN DATE: SUN..07/02 _____ 2023.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS BUYER

By Don P. Miller
Sr. Vice President

By _____
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date 03-14-23

Date: _____

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

CITY OF WILMINGTON ANNUAL CATFISH DAYS CELEBRATION WILMINGTON, ILLINOIS

FRIDAY JULY 21st, 2023

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE \$6,000.00

INCLUDES THE FOLLOWING:

10 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain Dated during 2023 year.

Choreographed Display Production.

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 14th day of MARCH, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and CITY OF WILMINGTON CATFISH DAYS 1165 So. Water St. WILMINGTON, IL Herein after referred to as Buyer, of CITY OF WILMINGTON, ILLINOIS. 60481

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$6,000 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 21st day of JULY 2023, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 210' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
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6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage, or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to include Attachments, if any. See Attachments Manually/Electronically Fired _____ Display price does not include local fire protection permit fees. RAIN DATE: _____ 2023.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS BUYER

By Don P. Miller
Sr. Vice President

By _____
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date: 03-14-23

Date: _____

Quote Number 00005476



Prepared By Sonya Schoneman
Phone 913-428-3278
Email sschoneman@kustomsignals.com

Address 10901 West 84th Terrace, Suite 100
Lenexa, KS 66214
United States
Created Date 4/3/2023
Expiration Date 7/3/2023

Quote To:

Name Officer KARL JURGENS
Bill To Name WILMINGTON POLICE DEPT
Bill To PO BOX 235
WILMINGTON, IL 60481-0235
USA
Ship To Name WILMINGTON POLICE DEPT
Ship To 120 MAIN ST
WILMINGTON, IL 60481-0235
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
833	9.00	Raptor RP-1 Dual Directional K-Band Antennas with Same Direction and DuraTrak™	\$1,705.00	\$15,345.00

Totals

Subtotal \$15,345.00
Shipping and Handling \$405.00
Total Amount \$15,750.00

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Includes 27 month warranty

Options available but NOT included

- Raptor traffic safety radar online operator training \$10.00
- Radar Wireless Speed Sense Module (WSS) \$230
- Raptor hard carrying case \$105.00
- Raptor display separation kit (at initial time of order) \$145.00

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Quote Number 00005476



Prepared By Sonya Schoneman
Phone 913-428-3278
Email sschoneman@kustomsignals.com

Address 10901 West 84th Terrace, Suite 100
Lenexa, KS 66214
United States
Created Date 4/3/2023
Expiration Date 7/3/2023

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
7. WARRANTY. Seller's warranty is provided separately.
8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and selling the goods.
10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.
11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____



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

Quote Unbundled Price:	\$118,488.70
Quote List Price:	\$108,079.30
Quote Subtotal:	\$94,455.48

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	\$70.49	\$34.66	\$34.66	\$6,238.80	\$0.00	\$6,238.80
BWCamTAP	Body Worn Camera TAP Bundle	20	60	\$35.80	\$32.50	\$32.50	\$39,000.00	\$0.00	\$39,000.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	20			\$749.00	\$749.00	\$14,980.00	\$0.00	\$14,980.00
AB3MBD	AB3 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$0.00	\$4,916.70
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	60		\$0.60	\$0.17	\$5,125.00	\$0.00	\$5,125.00
BasicLicense	Basic License Bundle	18	60		\$16.87	\$16.25	\$17,550.00	\$0.00	\$17,550.00
ProLicense	Pro License Bundle	2	60		\$42.91	\$42.25	\$5,069.98	\$0.00	\$5,069.98
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
Total							\$94,455.48	\$0.00	\$94,455.48

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	22	03/15/2023
AB3 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	22	03/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	20	03/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	03/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	03/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	3	03/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	09/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	20	09/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	03/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	20	03/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	04/15/2023	04/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	18	04/15/2023	04/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	04/15/2023	04/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	04/15/2023	04/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	04/15/2023	04/14/2028

Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	20	04/15/2023	04/14/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	03/15/2024	04/14/2028

Payment Details

Mar 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00
Year 1	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 1	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 1	ProLicense	Pro License Bundle	2	\$1,013.98	\$0.00	\$1,013.98
Total				\$18,576.08	\$0.00	\$18,576.08

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80146	VIRTUAL BODYCAM STARTER	1	\$1,575.00	\$0.00	\$1,575.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	20	\$0.00	\$0.00	\$0.00
Total				\$1,575.00	\$0.00	\$1,575.00

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00
Year 2	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 2	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 2	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$18,576.10	\$0.00	\$18,576.10

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00
Year 3	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 3	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 3	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$18,576.10	\$0.00	\$18,576.10

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 4	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 4	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$18,576.10	\$0.00	\$18,576.10

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00
Year 5	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 5	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 5	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
Total				\$18,576.10	\$0.00	\$18,576.10

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

3/27/2023

Date Signed



ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY OF WILMINGTON
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WILMINGTON AND
WILMINGTON SCHOOL DISTRICT 209U AND
SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION**

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

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

WHEREAS, for purposes of the Act, the City of Wilmington (“CITY”), Wilmington School District 209U (“SCHOOL DISTRICT”), and Southern Will County Cooperative for Special Education (“SOWIC”) are all public agencies; and

WHEREAS, the CITY maintains a police department and has full time police officers on duty on a 24 hour basis; and

WHEREAS, the SCHOOL DISTRICT and SOWIC do not have a police force; and

WHEREAS, the SCHOOL DISTRICT and SOWIC wish to have a police officer assigned at its campuses during the school year, hereinafter named “Resource Officer”; and

WHEREAS, the police force of the CITY does not have the required funding and manpower to assign Resource Officer during the dates and times requested by the SCHOOL DISTRICT; and

WHEREAS, SCHOOL DISTRICT and SOWIC agree to reimburse the CITY for certain expenses resulting from the hiring, training, and assigning of a Resource Officer at its schools throughout the school year; and

WHEREAS, both the CITY, SCHOOL DISTRICT and SOWIC agree and understand that the Resource Officer is an employee of the CITY and a member of the Wilmington Police Department; and

WHEREAS, the CITY, SCHOOL DISTRICT and SOWIC recognize the cost to hire and assign a Resource Officer includes salary, benefits, equipment, uniforms and training; and

WHEREAS, the CITY, SCHOOL DISTRICT, and SOWIC, in the spirit of intergovernmental cooperation and pursuant to Article 7, Section 10 of the 1970 Constitution of

the State of Illinois, desire to enter into the Agreement, attached hereto as Exhibit A, for the hiring, assignment, and reimbursement for the cost of a Resource Officer.

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

SECTION 1: AGREEMENT APPROVED

That the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILMINGTON AND WILMINGTON SCHOOL DISTRICT 209U AND SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION, attached hereto as Exhibit A, (“Agreement”) is hereby approved, the Mayor is directed to execute the Agreement, and the Deputy City Clerk is directed to attest the Mayor’s signature on the Agreement.

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

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

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

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

Approved this ____ day of _____, 2023

Ben Dietz, Mayor

Attest:

Deputy City Clerk

Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WILMINGTON AND
WILMINGTON SCHOOL DISTRICT 209U AND
SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WILMINGTON AND
WILMINGTON SCHOOL DISTRICT 209U AND
SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION**

This Agreement made and entered into this ... day of, 2023, and executed by and between the City of Wilmington, Will County, Illinois (the “City”), and Wilmington School District 209u (“School District”), and Southern Will County Cooperative for Special Education (“SOWIC”).

WITNESSETH

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

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

Whereas, for purposes of the Act, the City, School District, and SOWIC are all public agencies; and

Whereas, the CITY maintains a police department and has full time police officers on duty on a 24 hour basis; and

Whereas, the SCHOOL DISTRICT and SOWIC do not have a police force; and

Whereas, the SCHOOL DISTRICT and SOWIC wish to have a police officer assigned at its campuses during the school year, hereinafter named “Resource Officer”; and

Whereas, the police force of the CITY does not have the required funding and manpower to assign Resource Officer during the dates and times requested by the SCHOOL DISTRICT; and

Whereas, SCHOOL DISTRICT and SOWIC agree to reimburse the CITY for certain expenses resulting from the hiring, training, and assigning of a Resource Officer at its schools throughout the school year; and

Whereas, both the CITY, SCHOOL DISTRICT and SOWIC agree and understand that the Resource Officer is an employee of the CITY and a member of the Wilmington Police Department; and

Whereas, the CITY, SCHOOL DISTRICT and SOWIC recognize the cost to hire and assign a Resource Officer includes salary, benefits, equipment, uniforms and training; and

Whereas, the CITY, SCHOOL DISTRICT, and SOWIC, in the spirit of intergovernmental cooperation and pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Agreement for the hiring, assignment, and reimbursement for the cost of a Resource Officer.

Now, therefore, the parties to this Agreement, in consideration of the mutual covenants and stipulations hereinafter and forth agree as follows:

SECTION 1:

The recitals contained in the Preamble set forth above are incorporated herein by reference as if fully set forth and repeated herein.

SECTION 2:

The CITY agrees to assign the SCHOOL DISTRICT and SOWIC with one (1) Resource Officer. It is the CITY's intention to employ a Part-Time officer to fulfill the assignment of Resource Officer. SCHOOL DISTRICT and SOWIC agree to reimburse the CITY for 100% of the annual salary and health insurance benefits (during school year only) for a Part-Time Resource Officer, contracted to work only during the regular school year. SCHOOL DISTRICT and SOWIC agree to split the costs set forth above; fifty percent (50%) paid by SCHOOL DISTRICT and fifty percent (50%) paid by SOWIC. The aforementioned expenses to be paid by SCHOOL DISTRICT and SOWIC are hereinafter collectively referred to as "Annual Cost". The CITY will pay in full for all training costs and outfitting expenses, as well as any police vehicle-related expenses, of one Resource Officer as summarized in the attached Exhibit "A". CITY will also cover all costs related to health insurance benefits during the summer months.

If the CITY is not successful in filling the Resource Officer role with a Part-Time officer, the CITY will provide a full-time City police officer to serve the role of the Resource Officer, and the Annual Cost will be equally shared amongst the SCHOOL DISTRICT, SOWIC, AND CITY, each paying one-third (1/3) of the Annual Cost of a full-time City police officer.

The CITY, SCHOOL DISTRICT and SOWIC agree and understand that the anticipated Annual Cost set forth in Exhibit A for 2023/2024 and thereafter is subject to change, pursuant to ongoing negotiations between the CITY and police officers' union. If negotiations between the CITY and police officers' union result in an overall increase of the Annual Cost by more than 10% for any school year as compared to the prior school year, the CITY will notify the SCHOOL DISTRICT of said increase, in writing, within ten (10) business days after an agreement is approved by the City Council. Notwithstanding the provisions of Section 13 of this Agreement, in the event that negotiations between the CITY and police officers' union result in an overall increase of the Annual Cost by more than 10% for any school year as compared to the prior school year for the Annual Cost, the SCHOOL DISTRICT shall then have the right to terminate this Agreement by submitting a written notice of termination within sixty (60) days after receiving written notice of said increase.

SECTION 3:

The CITY shall assign one (1) Resource Officer at the SCHOOL DISTRICT on all days when school is in session, except summer school, from 7:30 a.m. to 3:30 p.m. on all days of student attendance, and three (3) Institute Days. Notwithstanding the foregoing, except by mutual written agreement of the Parties, the CITY shall not assign the Resource Officer at the SCHOOL DISTRICT more than one hundred seventy-nine (179) total school days, hereinafter referred to as the "School Year", except by mutual agreement of the Parties. If the Resource Officer is required to testify at a student discipline or expulsion hearing, or to attend any other events or activities outside of the regular school day, it shall be at the sole cost to the SCHOOL DISTRICT and/or SOWIC, whichever is requiring the Resource Officer's attendance or split equally if attendance is required by the SCHOOL DISTRICT and SOWIC.

In the event the CITY does not have a Resource Officer available to assign at the SCHOOL DISTRICT, SCHOOL DISTRICT and SOWIC understand that the process to hire and train a Resource Officer is time-consuming. The CITY will use reasonable efforts to hire and train said Resource Officer in a timely and efficient manner.

SECTION 4:

SCHOOL DISTRICT and SOWIC shall pay the CITY Annual Cost, as set forth in Section 2 and as estimated in Exhibit "A" for demonstrative purposes only. During the term of this Agreement, said payment for the School Year shall be made in four equal installments, on September 1, November 1, January 1 and March 1.

SECTION 5:

A. Workers Compensation and Insurance. SCHOOL DISTRICT, SOWIC, and CITY shall obtain and maintain, at all times during the term of this Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an 'A-5' or better rating in the current edition of Best's Key Rating Guide or any self-funded Insurance group consisting of only units of local government, and in no event will such policies have less than the following coverage:

Comprehensive general liability in the minimum amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate, as applicable, combining single limit, bodily injury, and property damage;

General liability umbrella coverage of \$1,000,000;

Comprehensive automobile liability of not less than \$1,000,000 for bodily injury and property damage;

Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than \$100,000 per occurrence for all of its employees. With the CITY serving as the employer of the Resource Officer, the CITY shall be responsible for providing all necessary workers' compensation insurance coverage.

Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party's self-insurance; and

All such policies in which any party is named insured shall name the other parties' members, employees, agents, and volunteers as additional insureds.

B. Liabilities and Indemnification. The SCHOOL DISTRICT and SOWIC will share equally all costs, obligations, claims, causes of actions, suits, demands, damages, losses or liability whatsoever of the CITY, its officers, agents and employees that may occur under the terms and obligations of this Agreement, including but not limited to arising out of, incidental to, or otherwise related in any way to the assigning of a Resource Officer at SCHOOL DISTRICT which are not covered by SCHOOL DISTRICT'S insurance policy as referenced above, or SOWIC'S insurance policy. Said costs, obligations, claims, actions, causes of actions, suits, demands, damages, losses or liability shall include, but not be limited to, legal and expert fees, expenses, investigation costs, judgments, and settlements. Notwithstanding the above, in the event that said claims, actions, causes of actions, suits, demands, damages, losses or liability are due to the sole negligence or willful or wanton actions or omissions of the Resource Officer, the CITY will be responsible for 100% of the obligations, claims, actions, causes of actions, suits, demands, damages, losses or liability; including legal and expert fees, expenses, investigation costs, judgments, and settlements. Nothing contained herein shall be construed as a waiver of any privileges or immunities which may be available to the CITY or its employees.

In the event that CITY or any of its agents, officers or employees is named Defendant in any obligations, claims, actions, causes of actions, suits, demands, damages, losses or liability whatsoever that may occur under the terms and obligations of this Agreement, including but not limited to arising out of, incidental to, or otherwise related in any way to the assigning of a Resource Officer at SCHOOL DISTRICT, defense counsel shall be chosen by the CITY (as permitted by SCHOOL DISTRICT'S or CITY'S insurer), and the

CITY hereby agrees to provide the SCHOOL DISTRICT and SOWIC, in a reasonable manner, notice of the filing of any actions, claims, demands, suits or other proceedings upon receipt thereof by the CITY, and shall keep the SCHOOL DISTRICT and SOWIC fully advised as to the progress and status of the litigation, and provide the SCHOOL DISTRICT and SOWIC copies of all pleadings filed in the litigation. The SCHOOL DISTRICT and/or SOWIC may, at its sole cost, intervene, in the litigation, and the CITY shall not object to the intervention. The CITY, SCHOOL DISTRICT, and SOWIC are not limiting or waiving their rights of any defenses available, including those under the Tort Immunity Act.

To the fullest extent permitted by law, the SCHOOL DISTRICT, SOWIC, and CITY shall indemnify, defend, and hold harmless the other parties, their governing Boards, members, officers, employees, agents, representatives, and volunteers, in their individual and official capacities (collectively, "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by Indemnitees arising from, incident to, connected with or growing out of any wrongful or negligent act or omission of other parties, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "Indemnitor"), acting within the scope of their authority and related to the performance of this Agreement. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the SCHOOL DISTRICT, SOWIC or CITY and/or any of their respective officials, officers, employees, volunteers, and/or agents. Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the SCHOOL DISTRICT, SOWIC or CITY providing the indemnification shall be allowed to raise, on behalf of other parties, any and all defenses statutory and/or common law to such claim or action which the other party might have raised including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS 10/1-101.

SECTION 6:

The overall purpose of the Resource Officer shall be to assist other school officials in maintaining a proper educational environment for the SCHOOL DISTRICT'S students and SOWIC'S students. The duties of the Resource Officer are set forth in Attachment "B" hereto. The Resource Officer is and shall remain an employee of the CITY, and shall be supervised through the Police Department. All activities of the Resource Officer shall be undertaken as an employee of the CITY, pursuant to all applicable laws and Police Department Rules and Regulations.

SECTION 7:

The assignment of a Resource Officer in accordance with this Agreement does not relieve the CITY from providing such police protection or police services as may be necessary from time to time in exercise of its police powers for the protection of the health, safety and welfare of the public.

SECTION 8:

It is understood that in consideration for the performance by the CITY of the police services herein specified on schools and school property, the CITY shall receive any and all fines collected as the result of any tickets being issued.

SECTION 9.

This instrument contains the entire Agreement between the parties, and no statements, promises or inducements made by either party that is not contained within the body of this written Agreement shall be

valid or binding; and this Agreement may not be modified or amended, except in writing, signed by the parties and endorsed hereon.

SECTION 10:

For purpose of notice, the addresses of the parties are as follows:

If to City: City Clerk
City of Wilmington
1165 S. Water Street
Wilmington, Illinois 60481

With Copies to: Bryan M. Wellner
Mahoney, Silverman & Cross, LLC
822 Infantry Drive
Suite 100
Joliet, IL 60435

If to School District: Superintendent
Wilmington School District
209u Wildcat Court
Wilmington, IL 60481

With Copies to: Scott Nemanich
Klien, Thorpe & Jenkins
15010 S. Ravinia Ave., Ste. 10
Orland Park, Illinois 60462

If to SOWIC: Executive Director
SOWIC
Southern Will County Cooperative for Special
Education
1207 North Larkin Avenue
Joliet, Illinois 60435

With Copies to: Scott Nemanich
Klien, Thorpe & Jenkins
15010 S. Ravinia Ave., Ste. 10
Orland Park, Illinois 60462

SECTION 11:

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance. Venue shall be in the appropriate state or federal court for Will County, Illinois.

SECTION 12:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portion or provisions shall not be affected and the rights and obligations of the parties shall be enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 13:

This agreement shall continue in force and govern all transactions between the parties hereto until canceled or terminated by either party; but it is agreed that either party shall have the privilege to cancel and annul this Agreement for any reason or no reason no less than sixty (60) days prior to the first day of school of the upcoming school year, by written notice, by registered mail, or personal delivery of notice to the other party evidencing the intention to terminate this Agreement. If notice to terminate this Agreement is received less than sixty (60) days prior to the first day of school or during the school year, the termination of this Agreement shall not affect the obligation of SCHOOL DISTRICT and SOWIC to make all payments owed for said Annual Cost for the entire school year, or the obligation of SCHOOL DISTRICT, SOWIC or CITY with regards to claims allegedly arising prior to the end of the school year, or the obligation of CITY to post the Resource Officer for the entire school year. All accrued liabilities shall survive the termination of the agreement.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed and attached herewith is a copy of the Resolution authorizing the signing officials to execute this Agreement.

CITY OF WILMINGTON

BY: _____ **Date:** _____

Attest: _____ **Date:** _____

SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION

BY: _____ **Date:** _____

Attest: _____ **Date:** _____

WILMINGTON DISTRICT 209U

BY: _____
Board President

Date: _____

Attest: _____
Board Secretary

Date: _____

Exhibit A

Resource Officer Per School Year - 9-Month / Part-time

Total Salary = 37,075 (179 days @ 8 hours per day)

Total Health Insurance (regular school year) = 14,501.25 (1,611.25 X 9 months)

Anticipated Annual Cost = \$51,576.25

50% of Anticipated Annual Cost due to be paid by SOWIC = \$25,788.13

50% of Anticipated Annual Cost due to be paid by SCHOOL DISTRICT = \$25,788.13

Exhibit B

School Resource Officer Job Description

Responsibilities of the Position:

- Provide for the daily safety and security of the students, staff, facilities, and equipment through visible presence and interaction inside all schools and responding to emergency situations occurring in the schools or on school grounds by taking appropriate and necessary law enforcement actions.
- Provide security of the school students, staff, facilities, and equipment by working in conjunction with school and District leadership in recommending safety and security equipment purchases and upgrades.
- Collaborate with District leadership and District Safety Committee to coordinate emergency preparedness responses through assessment, coordination, training, and drills.
- Coordinate with District and Building Threat Response Team(s).
- Coordinate Emergency Operations Planning with District Leadership.
- Provide Tech Safety lessons with the 209u Instructional Technology staff & instructors.
- Maintain availability to students, staff and visitors for consultation, serving as a positive role model, being active and present daily in passing periods, lunch periods, student arrival & departure times, etc.
- Serve as liaison between District administration and Wilmington Police administration, as well as various social agencies to assist youth. Maintain regular, oral and written, reports to the School District and Police Department regarding activities and action undertaken as the SRO.
- Attend after-hours school functions such as athletic events, dances, School Board meetings, etc. as requested by the school district.
- Assist the district with security upgrades including, but not limited to: emergency notification systems, video surveillance, redundant locking devices, etc.
- Perform other duties as assigned by the Chief of Police, a supervisor, or school.
- This list of responsibilities is not meant to be construed as being all inclusive. Duties may occasionally be deleted or modified or additional duties may be assigned permanently or temporarily, in order to accomplish District and departmental goals and objectives.
- Must comply with all applicable school district and police department policies.

Training and Qualifications:

- Required training and certification (SRO) will be provided as needed. The assigned officer will be responsible for maintaining required certification and completing continuing education under applicable Illinois statutes.
- Participate in Professional Development as assigned by Wilmington 209u administration
- Effective communication with students, parents and guardians, faculty, administrators and court personnel are crucial.

This position is open to all sworn members of the Wilmington Police Department with the rank of patrol officer, who has been released from probationary status. Knowledge of investigative procedures, techniques of interrogation, state law and local ordinances, procedures of the courts, specifically those functions as they relate to juvenile matters will be greatly important to

this position. The assigned officer must have the ability to work without close supervision and make sound, independent decisions.



Variance Application Supplement

Lora Bracken

Applicant's Name

3/27/2023

Date

1299 Sunset Drive Wilmington, IL 60481

Address (City, State, Zip)

Allow RV parking in driveway

Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

~~Chapter 150.12 of the Wilmington Code of Ordinances provides that for a requested Variance, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:~~

(a) Describe the reason for the request

Permission to allow our RV to be parked in our driveway as we have no other place to park it on our property. It would be an added expense to pay for storage. It is parked on our concrete driveway and is not causing ruts. It is maintained, tires kept aired up, outside cleaned. It is not blocking the view of traffic coming and going and is approximately 27 feet from the end of our driveway.

(b) Describe the proposed use

Travel, vacation.

(c) How will the proposed variance impact existing and future land use?

Not at all.

(d) How will the proposed variance impact adjacent property values?
The RV does not bring down the property value as it is well kept. It is parked on our concrete driveway and is not causing ruts. It is maintained, tires kept aired up, outside clean.

(e) Will the variance negatively impact the general public health, safety, and welfare:

Yes No

Explanation:

(f) Will the variance conflict with existing conditions or public improvements such as schools, sewer/water systems, parks, roads, traffic patterns, etc.:

Yes No

Explanation:

It is not blocking the view of traffic coming and going and is approximately 27 feet from the end of our driveway.

(g) Describe reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship

To pay for storage would be an added expense.

(h) Describe how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;

(i) Describe how the plight of the owner is due to unique circumstances;

(j) Describe how the variation, if granted, will not alter the essential character of the locality.
The RV is well maintained along with the area around it.

150.89 - Recreational vehicles.

It shall be unlawful for any person to park or store any of the following on any public street, alley, roadway, highway or other public way or right-of-way within the village, or on any village property: any trailer, camping trailer, travel trailer or mobile home; any recreational vehicle or boat; or any utility trailer or trailer used for hauling, including, but not limited to, trailers designed to haul equipment, snowmobiles, motorcycles or boats.

In a residential zoning district, all major recreational vehicle repairs shall be conducted in an enclosed garage.

(A) Storage of recreational vehicles:

- (1) Only recreational vehicles defined in subsection of this section shall be stored on any lot or parcel of land by the occupant of the subject lot or parcel, provided they are stored in the rear yard or in a fully enclosed building or structure, including privacy fence. They shall not be stored in required front yard or corner side yard setbacks except as provided in subsection (B) of this section.
- (2) Unsafe conditions. It is unlawful to park or store a recreational vehicle in such a manner as to create a dangerous or unsafe condition. The parking or storage of a recreational vehicle, not locked and chocked, whether loaded or not, shall be considered a dangerous and unsafe condition.
- (3) The parking surface of any motorized vehicle in any permitted area shall be sufficient to preclude ruts and must be a suitable replacement for any grass removed, such as pavement, gravel, crushed stone or building blocks. Dirt or wood surface is prohibited. Towed vehicles can be parked on any surface.

(B) Temporary storage and parking of recreational vehicles. Recreational vehicles may be placed, kept or maintained upon any driveway without meeting the requirements of this section for a period not exceeding 45 days of non-usage.

(C) Exceptions. The majority of the mayor and the ordinance and license committee shall have the authority to grant exceptions to the parking requirements of this section upon written request by the petitioner. A request for exception shall be at least ten (10) days prior to the committee meeting. Such exception, if granted, will apply to a specified recreational vehicle and is not transferable to any other vehicle.

(D) Penalty. Any person, firm or corporation violating any provision of this title, for which another penalty is not provided, shall for a first offense be fined not less than \$50 nor more than \$750, for a second offense within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent offense within one

year after the first offense, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Ord. 1324, passed 1-4-00; Am. Ord. 1609, passed 12-2-03; Am. Ord. 1616, passed 3-2-04; Am. Ord. 09-07-21-01, passed 7-21-09)





ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF WILL COUNTY AND THE CITY OF WILMINGTON REGARDING THE KANKAKEE RIVER CANOE AND KAYAK LAUNCH AT NORTH ISLAND PARK

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the City of Wilmington (hereinafter referred to as the “CITY”) and the Forest Preserve District of Will County (hereinafter referred to as the “FOREST PRESERVE”) are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Kankakee River was designated a National Water Trail in June 2016; and

WHEREAS, the CITY and FOREST PRESERVE recognize the importance of water trail access in Will County; and

WHEREAS, the CITY owns, operates, and maintains North Island Park; and

WHEREAS, the CITY and the FOREST PRESERVE desire to engineer, design, construct, operate and maintain the project generally referred to as the Kankakee River Canoe and Kayak Launch at North Island Park (“PROJECT”). Construction features of the PROJECT include a Canoe and Kayak Launch with an accessible floating dock, enhanced parking lot, and accessible path from parking lot to launch as represented in Exhibit A to Exhibit I; and

WHEREAS, the PROJECT will provide excellent educational opportunities, including the study of aquatic and shoreline ecosystems and the historical importance of the Kankakee River; and

WHEREAS, the PROJECT will provide considerable recreation benefits for the public; and

WHEREAS, the Illinois Department of Natural Resources will accept grant applications for the 2023 BOAT ACCESS AREA DEVELOPMENT (“BAAD”) grant program between March 15, 2023, and May 15, 2023; and

WHEREAS, the CITY and the FOREST PRESERVE desire to submit a BAAD grant application for the PROJECT; and

WHEREAS, the PROJECT and the funding contributions by the CITY and the FOREST PRESERVE in this Agreement are contingent upon the successful award of a BAAD grant; and

WHEREAS, the BAAD grant may supply up to \$80,000.00 in funding for the PROJECT; and

WHEREAS, the total cost for the PROJECT is estimated to be \$300,000.00 for engineering and construction; and

WHEREAS, the local funding for the PROJECT is estimated to cost \$220,000.00 for engineering and construction; and

WHEREAS, the CITY has reached an agreement with the FOREST PRESERVE for the PROJECT, and the parties desire to document their commitments and obligations in this Agreement; and

WHEREAS, the Mayor and City Council for the City find it in the best interest of the City and its residents to enter into the Intergovernmental Agreement Between the Forest Preserve District of Will County and the City of Wilmington Regarding the Kankakee River Canoe and Kayak Launch at North Island Park, attached hereto as Exhibit 1, to provide for the financial contribution of each party to complete the PROJECT.

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

SECTION 1: AUTHORIZATION AND APPROVAL

That the City of Wilmington hereby approves the Intergovernmental Agreement Between the Forest Preserve District of Will County and the City of Wilmington Regarding the Kankakee River Canoe and Kayak Launch at North Island Park, attached hereto as Exhibit 1, and the Mayor and Deputy City Clerk are authorized execute such agreement.

SECTION 2: SEVERABILITY

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

SECTION 3: REPEALER

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

SECTION 4: EFFECTIVE DATE

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

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

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

Approved this _____ day of _____, 2023

Ben Dietz, Mayor

Attest:

City Clerk

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT (IA 23-XX) BETWEEN THE FOREST
PRESERVE DISTRICT OF WILL COUNTY AND THE CITY OF WILMINGTON
REGARDING THE KANKAKEE RIVER CANOE AND KAYAK LAUNCH AT NORTH
ISLAND PARK**

INTERGOVERNMENTAL AGREEMENT (IA 23-XX) BETWEEN THE FOREST PRESERVE DISTRICT OF WILL COUNTY AND THE CITY OF WILMINGTON REGARDING THE KANKAKEE RIVER CANOE AND KAYAK LAUNCH AT NORTH ISLAND PARK

This Intergovernmental Agreement (“Agreement”) is entered into this ___th day of _____, 2023, by and between the FOREST PRESERVE DISTRICT OF WILL COUNTY (“FOREST PRESERVE”), a Body Corporate and Politic, and the CITY OF WILMINGTON (“CITY”), a Body Corporate and Politic.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the CITY and FOREST PRESERVE are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Kankakee River was designated a National Water Trail in June 2016; and

WHEREAS, the CITY and FOREST PRESERVE recognize the importance of water trail access in Will County; and

WHEREAS, the CITY owns, operates, and maintains North Island Park; and

WHEREAS, the CITY and the FOREST PRESERVE desire to engineer, design, construct, operate and maintain the project generally referred to as the Kankakee River Canoe and Kayak Launch at North Island Park (“PROJECT”). Construction features of the PROJECT include a Canoe and Kayak Launch with an accessible floating dock, enhanced parking lot, and accessible path from parking lot to launch as represented in Exhibit A; and

WHEREAS, the PROJECT will provide excellent educational opportunities, including the study of aquatic and shoreline ecosystems and the historical importance of the Kankakee River; and

WHEREAS, the PROJECT will provide considerable recreation benefits for the public; and

WHEREAS, the Illinois Department of Natural Resources will accept grant applications for the 2023 BOAT ACCESS AREA DEVELOPMENT (“BAAD”) grant program between March 15, 2023, and May 15, 2023; and

WHEREAS, the CITY and the FOREST PRESERVE desire to submit a BAAD grant application for the PROJECT; and

WHEREAS, the PROJECT and the funding contributions by the CITY and the FOREST PRESERVE in this Agreement are contingent upon the successful award of a BAAD grant; and

WHEREAS, the BAAD grant may supply up to \$80,000.00 in funding for the PROJECT; and

WHEREAS, the total cost for the PROJECT is estimated to be \$300,000.00 for engineering and construction; and

WHEREAS, the local funding for the PROJECT is estimated to cost \$220,000.00 for engineering and construction; and

WHEREAS, the CITY has reached an agreement with the FOREST PRESERVE for the PROJECT, and the parties desire to document their commitments and obligations in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in this Agreement, the CITY and FOREST PRESERVE agree as follows:

1.0 RECITALS

1.1 The preceding recitals are hereby incorporated into and made a part of this Agreement.

2.0 RESPONSIBILITIES OF THE CITY AND FOREST PRESERVE

CITY:

2.1 The CITY shall maintain ownership of North Island Park for public use.

2.2 The CITY shall provide all required Applicant Information, Deed, Easement, and Lease documents to the FOREST PRESERVE for the preparation of the BAAD grant application.

2.3 The CITY shall submit the BAAD grant application as the grant sponsor with the required application fee.

2.4 The CITY shall use the grant award amount of \$80,000 and contribute a minimum 50% share of the total cost, minus the grant award, for the engineering and construction of the PROJECT.

2.5 The CITY shall select, negotiate, and manage the engineering service contract(s) for the PROJECT in accordance with the CITY's procurement ordinances and BAAD requirements.

2.6 The CITY shall administer the public open bid process for the construction of the PROJECT in accordance with the CITY's procurement ordinances and BAAD requirements.

2.7 Subject to the terms, conditions and provisions of this Agreement, the CITY shall be responsible for the design, permitting, construction, and overall management of the PROJECT. The CITY shall cause each contractor employed by the CITY and its subcontractors who perform the work on the PROJECT to purchase and maintain commercial general liability insurance, workers compensation and employers liability insurance, automobile liability insurance in amounts and from companies mutually acceptable to the CITY and the FOREST PRESERVE. The CITY shall obtain copies of certificates of insurance evidencing coverage for each contractor and subcontractor. The CITY shall require each contractor and subcontractor to name the FOREST PRESERVE as an additional insured on all required coverages, and the insurers shall be required to provide notice to the FOREST PRESERVE prior to any lapse in or cancellation of coverage. Further, the CITY shall include terms in the contract documents for the PROJECT requiring that all completed operations warranties from the Contractor run in favor of both the CITY and the FOREST PRESERVE.

2.8 Prior to construction, the CITY shall provide copies of all contracts, additional insured endorsements, construction documents, plans and specifications to the FOREST PRESERVE for review and approval in accordance with the terms and conditions of this Agreement.

2.9 The CITY shall construct the PROJECT pursuant to the agreed upon plans and subsequent updates and revisions as approved by both the CITY and the FOREST PRESERVE.

2.10 The CITY shall, after final approval and acceptance, operate and maintain the PROJECT subject to any warranties for the work performed and be responsible for all subsequent capital replacement as well as conformance with all applicable state, local, and federal agency regulations.

2.11 The CITY shall honor and execute all Boat Access Area Development grant conditions in perpetuity.

FOREST PRESERVE:

2.12 The FOREST PRESERVE shall provide a prepared BAAD grant application for final execution and submittal by the CITY and technical assistance to the CITY throughout the grant application process.

2.13 The FOREST PRESERVE shall contribute the lesser of \$110,000.00 or 50% of the total remaining cost for the engineering and construction of the PROJECT after application of the \$80,000 BAAD grant award to the total cost.

2.13.1 The FOREST PRESERVE shall provide its 50% share of the funding for the engineering of the PROJECT to the CITY after the award of contract for engineering services.

2.13.2 The FOREST PRESERVE shall provide all remaining funds (from its share, the total of which shall not exceed \$110,000.00) to the CITY for the construction of the PROJECT after the award of the construction contract.

2.14 The FOREST PRESERVE shall be available to provide technical assistance to the CITY for the design, engineering, and construction of the PROJECT.

3.0 DEFAULT

3.1 Any one or more of the following events shall constitute a "Default" hereunder:

- (a) if either party, or any guarantor of either party's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition in any court in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;
- (b) if any petition shall be filed against either party, or any guarantor thereof of either party's obligations hereunder, in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;
- (c) if a receiver or trustee shall be appointed for either party, or any guarantor of either party's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment;
- (d) if either party vacates or abandons the PROJECT and permits same to remain unoccupied and unattended or substantially ceases to carry on its normal activities for the PROJECT for a period of 60 days or more;
- (e) if either party fails to maintain or renew any insurance policies as required;

(f) if either party shall fail to perform or observe any other term or condition of this Agreement, and such failure shall continue for thirty (30) days after written notice from the other party to cure such Default;

(g) if either party does, or permits to be done, any act which causes a mechanics' lien claim to be filed against the funds of the other party;

(h) if either party fails to cure immediately any hazardous condition that it has created or permitted in violation of law or in breach of this Agreement.

4.0 NOTICES

4.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE FOREST PRESERVE:
Executive Director
Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, Illinois 60433

FOR THE CITY:
Mayor
City of Wilmington
1165 S. Water Street
Wilmington, Illinois 60481

5.0 AMENDMENTS AND MODIFICATIONS

5.1 This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

6.0 SAVINGS CLAUSE

6.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

7.0 CAPTIONS AND PARAGRAPH HEADINGS

7.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

8.0 ENTIRE AGREEMENT

8.1 This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

9.0 GOVERNING LAW

9.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

10.0 SUCCESSORS AND ASSIGNS

10.1 The CITY and FOREST PRESERVE each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement. Except as set forth above, the CITY and FOREST PRESERVE shall not assign, sublet or transfer their respective interests in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY and FOREST PRESERVE.

11.0 NO DUTY TO THIRD PARTIES.

11.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of CITY and/or FOREST PRESERVE and/or any of their respective officials, officers and/or employees.

12.0 COMPLIANCE WITH LAWS.

12.1 CITY shall comply with all applicable codes, laws, ordinances and regulations of the CITY, Will County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, and any and all applicable competitive bidding, public contracting, building, construction, environmental, employment, civil rights, and public finance laws, rules, regulations, codes and orders applicable to the PROJECT. The CITY shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by either party of the foregoing laws, regulations and rules shall constitute a material breach of this Agreement.

13.0 INDEMNIFICATION.

13.1 CITY agrees to indemnify and hold harmless the FOREST PRESERVE from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others caused by the CITY or its agents, contractors, and invitees to the PROJECT while constructing, maintaining, operating, repairing, removing, restoring, or that may be caused otherwise by the CITY in its performance of the ~~the~~ terms of this Agreement and the undertaking of the PROJECT.

13.2 FOREST PRESERVE agrees to indemnify and hold harmless the CITY from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others caused by the FOREST PRESERVE or its agents, contractors, and invitees to the PROJECT while constructing, maintaining, operating, repairing, removing, restoring, or that may be caused otherwise by the FOREST PRESERVE in its performance of the terms of this Agreement and the undertaking of the PROJECT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

IN WITNESS HEREOF, the parties hereto have entered into this agreement effective on the date and year first above written.

FOREST PRESERVE DISTRICT OF WILL COUNTY

By: _____
META MUELLER, President
Forest Preserve Board of Commissioners

ATTEST:

By: _____
RAQUEL MITCHELL, Secretary
Forest Preserve Board of Commissioners

APPROVED:

Aye _____
Nay _____
Abstain _____
Date _____

CITY OF WILMINGTON

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED:

Aye _____
Nay _____
Abstain _____
Date _____

Exhibit A
(Schematic forthcoming)



COST ESTIMATE
\$300,000



North Island Park - Wilmington, IL
Kayak Launch Schematic
Forest Preserve District of Will County



March 2023

EXHIBIT A



Please remit payment via Check or ACH/Wire

Payment Instructions (Domestic USA Transfers)

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing #: (ACH/Wire) 071926634
 Account #: 2946918
 Account Holder Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433

Invoice Number
27513
Invoice Date
3/23/2023
Terms
Net 30
Due Date
4/22/2023
Invoice Total
51,332.37

Bill to:
 Wilmington, City of
 1165 S. Water St
 Wilmington, IL 60481-1671

Job Location / Ship To:
 Sanitary Sewer Repair
 301 N 1st St
 Wilmington, IL 60481

Page
 1 of 5

Job Notes:
 Jeff * means item is non-taxable

Item Number	Quantity	Description	Unit Price	Extended Price
REGULAF.	8	3/8/2023: Jeffrey D Bettenhausen Class: Laborer Top Man	122.87	982.96
REGULAF.	4	3/8/2023: Jeffrey D Bettenhausen Class: Laborer Top Man	159.01	636.04
REGULAF.	0.5	3/8/2023: Jeffrey D Bettenhausen Class: Laborer Top Man	195.14	97.57
REGULAF.	8	3/8/2023: Nick J. Hedges Class: Laborer General Foreman	137.95	1,103.60
REGULAF.	0.5	3/8/2023: Nick J. Hedges Class: Laborer General Foreman	184.33	92.17
REGULAF.	3	3/9/2023: Aaron L. Love Class: Laborer Sewer & Caisson Frmn.	162.66	487.98
REGULAF.	2	3/9/2023: Aaron L. Love Class: Laborer Sewer & Caisson Frmn.	199.95	399.90
REGULAF.	8.5	3/9/2023: Emily R. Brown Class: Operator Apprentice, 2nd Year	181.54	1,543.09
REGULAF.	3.5	3/9/2023: Joe A. Allan Class: Laborer Sewer & Caisson Frmn.	125.36	438.76
REGULAF.	4	3/9/2023: Joe A. Allan Class: Laborer Sewer & Caisson Frmn.	162.66	650.64
REGULAF.	1	3/9/2023: Joe A. Allan Class: Laborer Sewer & Caisson Frmn.	199.95	199.95
REGULAF.	8	3/9/2023: Jeffrey D Bettenhausen	122.87	982.96

Please call us at 708.429.0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2838229



Please remit payment via Check or ACH/Wire

Payment Instructions (Domestic USA Transfers)

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing #: (ACH/Wire) 071926634
 Account #: 2946918
 Account Holder Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433

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Net 30
Due Date
4/22/2023
Invoice Total
51,332.37

Bill to:
 Wilmington, City of
 1165 S. Water St
 Wilmington, IL 60481-1671

Job Location / Ship To:
 Sanitary Sewer Repair
 301 N 1st St
 Wilmington, IL 60481

Page
 2 of 5

Item Number	Quantity	Description	Unit Price	Extended Price
REGULAR	1.5	Class: Laborer Top Man 3/9/2023: Jeffrey D Bettenhausen	159.01	238.52
REGULAR	8	Class: Laborer Top Man 3/9/2023: Juan J. Ponce	123.45	987.60
REGULAR	4	Class: Laborer Bottom Man 3/9/2023: Juan J. Ponce	159.85	639.40
REGULAR	5.5	Class: Laborer Bottom Man 3/9/2023: Juan J. Ponce	196.25	1,079.38
REGULAR	8	Class: Laborer Bottom Man 3/9/2023: Matthew W Ketelaar	154.85	1,238.80
REGULAR	10	Class: Class I Operator, Certified 3/9/2023: Matthew W Ketelaar	197.01	1,970.10
REGULAR	8	Class: Class I Operator, Certified 3/9/2023: Nick J. Hedges	137.95	1,103.60
REGULAR	0.5	Class: Laborer General Foreman 3/9/2023: Nick J. Hedges	184.33	92.17
REGULAR	8	Class: Laborer General Foreman 3/9/2023: Nicholas V. Tedeschi	122.87	982.96
REGULAR	4	Class: Laborer Top Man 3/9/2023: Nicholas V. Tedeschi	159.01	636.04
REGULAR	7	Class: Laborer Top Man 3/9/2023: Nicholas V. Tedeschi	195.14	1,365.98
REGULAR	8	Class: Laborer Top Man 3/9/2023: Steven M Evans	137.95	1,103.60
REGULAR	4	Class: Laborer General Foreman 3/9/2023: Steven M Evans	184.33	737.32

Please call us at 708.429.0660 or email at accountsreceivable@airy.com with any questions about this invoice.
 FEIN 36-2898229



Please remit payment via Check or ACH/Wire

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Invoice Total
51,332.37


Bill to:
 Wilmington, City of
 1165 S. Water St
 Wilmington, IL 60481-1671

Job Location / Ship To:
 Sanitary Sewer Repair
 301 N 1st St
 Wilmington, IL 60481

Page
 3 of 5

Item Number	Quantity	Description	Unit Price	Extended Price
REGULAR	7	Class: Laborer General Foreman 3/9/2023: Steven M Evans	230.70	1,614.90
REGULAR	8	Class: Laborer General Foreman 3/9/2023: Tommy G. Newton	150.68	1,205.44
REGULAR	4	Class: Class 2 Operator 3/9/2023: Tommy G. Newton	190.89	763.56
REGULAR	5.5	Class: Class 2 Operator 3/9/2023: Tommy G. Newton	231.10	1,271.05
REGULAR	3.5	Class: Class 2 Operator 3/10/2023: Bernard P. Klimas, Jr.	123.45	432.08
REGULAR	3.5	Class: Laborer Bottom Man 3/10/2023: Charles A. Nardini	147.32	515.62
REGULAR	4	Class: Operator App, 4th Yr/1st Half 3/10/2023: Jeffrey D Bettenhausen	122.87	491.48
REGULAR	6	Class: Laborer Top Man 3/16/2023: Jason M Bettenhausen	154.85	929.10
REGULAR	0.5	Class: Class 1 Operator 3/16/2023: Jason M Bettenhausen	197.01	98.51
			TOTAL LABOR	27,112.83
EQUIPMENT	4	3/8/2023: 2016 Vactor 20448	159.00	636.00
EQUIPMENT	4.5	3/8/2023: 2020 T800 TRACTOR SEMI	118.00	531.00
EQUIPMENT	4.5	3/8/2023: 2018 55CC Talbert Lowboy Trail	44.00	198.00
EQUIPMENT	8.5	3/8/2023: 2020 Ford F-150 4WD Supercrew	47.00	399.50

Please call us at 708.429.0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229

	Please remit payment via Check or ACH/Wire <u>Payment Instructions (Domestic USA Transfers)</u> Bank Name: Town Center Bank Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423 Routing #: (ACH/Wire) 071926634 Account #: 2946918 Account Holder Name: Airy's, Inc. Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433	Invoice Number
		27513
		Invoice Date
		3/23/2023
		Terms
		Net 30
		Due Date
		4/22/2023
		Invoice Total
		51,332.37

Bill to:
 Wilmington, City of
 1165 S. Water St
 Wilmington, IL 60481-1671

Job Location / Ship To:
 Sanitary Sewer Repair
 301 N 1st St
 Wilmington, IL 60481

Page
 4 of 5

Item Number	Quantity	Description	Unit Price	Extended Price
EQUIPMENT	5	3/9/2023 Ford F550 Ford Service Trk AL	58.00	290.00
EQUIPMENT	8.5	3/9/2023 2016 Vactor 20449 SN#14680 EB	159.00	1,351.50
EQUIPMENT	8.5	3/9/2023: 2021 Chevy 6500 Crane Truck	96.00	816.00
EQUIPMENT	3	3/9/2023: 2020 T800 TRACTOR SEMI	118.00	354.00
EQUIPMENT	3	3/9/2023: 2018 55CC Talbert Lowboy Trail	44.00	132.00
EQUIPMENT	5	3/9/2023: 2016 Vactor 20448	159.00	795.00
EQUIPMENT	18	3/9/2023: Volvo EC360BLC Excavator	210.00	3,780.00
EQUIPMENT	8.5	3/9/2023: 2020 Ford F-150 4WD Supercrew	47.00	399.50
EQUIPMENT	19	3/9/2023: 2018 Ford F550 Stake Truck	45.02	855.38
EQUIPMENT	19	3/9/2023: Ford F550 Service Truck	58.00	1,102.00
EQUIPMENT	17.5	3/9/2023: Volvo L70H	94.00	1,645.00
EQUIPMENT	3.5	3/10/2023: Ford F550 1 Ton Baby Dump	41.71	145.99
EQUIPMENT	3.5	3/10/2023: 2012 Vactor 2100	159.00	556.50
EQUIPMENT	4	3/10/2023: 2016 Vactor 20448	159.00	636.00
EQUIPMENT	6.5	3/16/2023: 2020 T800 TRACTOR SEMI	118.00	767.00
EQUIPMENT	6.5	3/16/2023: 2018 55CC Talbert Lowboy Trail	44.00	286.00
TOTAL EQUIPMENT				15,676.37
	1	3/8/2023: 23-1834-Mobilization Volvo L70 Invoice #22318	693.00	693.00
	1	3/8/2023:	1,020.34	1,020.34

Please call us at 708.429.0660 or email at accountsreceivable@airys.com with any questions about this invoice.
 FEIN 36-2898229



Please remit payment via Check or ACH/Wire

Payment Instructions (Domestic USA Transfers)

Bank Name: Town Center Bank
 Bank Address: 1938 E Lincoln Hwy, New Lenox, IL 60423
 Routing #: (ACH/Wire) 071926634
 Account #: 2946918
 Account Holder Name: Airy's, Inc.
 Account Address: 21825 Cherry Hill Rd, Joliet, IL 60433

Invoice Number
27513
Invoice Date
3/23/2023
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Net 30
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4/22/2023
Invoice Total
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Bill to:
 Wilmington, City of
 1165 S. Water St
 Wilmington, IL 60481-1671

Job Location / Ship To:
 Sanitary Sewer Repair
 301 N 1st St
 Wilmington, IL 60481

Page
 5 of 5

Item Number	Quantity	Description	Unit Price	Extended Price
	1	23-1834-Mobilization of #360 Invoice #22367 3/10/2023:	1,210.91	1,210.91
	1	23-1834-Mobilization of #360 Invoice #22368 3/10/2023:	2,428.39	2,428.39
	1	23-1834-Pump 4"/Hose 4x20 Invoice #216929041-001 3/10/2023:	414.00	414.00
	1	23-1834-10" Clay to 10" PVC Invoice #059511 3/12/2023:	1,963.50	1,963.50
MATERIALS	1	23-1834-Trucking Invoice #6334 Materials supplied by Airy's: 8'-10" SDR26 2-pvc x pvc couplings 6" cap 10x6" tee 14'-6" SDR26	813.03	813.03
TOTAL MATERIAL				8,543.17
INVOICE TOTAL				51,332.37

Please call us at 708.429.0660 or email at accountsreceivable@airy.com with any questions about this invoice.
 FEIN 36-2898229



Invoice

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

Invoice #: INV-205009
Invoice Currency: USD
Invoice Date: 03/29/2023
Terms: Net 30
Due Date: 04/28/2023
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:

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

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)

This Invoice and its Services are governed by the terms of the Brightly Software Master Subscription Agreement found at https://www.brightlysoftware.com/terms ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE
CDL TRAINING REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF WILMINGTON AND AFSCME COUNCIL 31, LOCAL 1909
AS AN ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the City of Wilmington (“City”) and the AFSCME Council 31, Local 1909 (“Union”) are parties to a Collective Bargaining Agreement approved by the City on March 16, 2021 by Ordinance No. 21-03-16-04 (hereinafter referred to as the “CBA”); and

WHEREAS, Union City employees are required as a condition of employment to successfully pass a 160-hour CDL course approved by the State of Illinois and to secure a commercial driver’s license from the Illinois Secretary of State; and

WHEREAS, the City plans to allow Union employees to attend the 160-hour CDL course on paid work time during his/her regular work schedule without the need to use accrued leave time; and

WHEREAS, the aforementioned training time will involve a substantial expenditure of City funds that the City is not otherwise obligated to provide the Union City employee; and

WHEREAS, the City will lose the benefit of those aforementioned training costs if the Union City employee leaves the Public Works Department (which includes the Streets, Water, and Sewer Divisions) and joins another City Department or employer in the first twenty-four (24) months of his/her employment; and

WHEREAS, the City and the Union have agreed to the CDL Training Reimbursement Agreement, attached hereto as Exhibit A, as an addendum to the CBA to require all new Union City employees to reimburse the City for training expenses incurred by the City in the event the a

Union City employee terminates his/her employment during the first twenty-four (24) months of employment with the City; and

WHEREAS, City Council for the City of Wilmington has determined that it is in the best interest of the City and the public to approve the CDL Training Reimbursement Agreement, attached hereto as Exhibit A, as an addendum to the CBA.

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

SECTION 1: INCORPORATION OF RECITALS

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

SECTION 2. AUTHORIZATION AND EXECUTION

The City of Wilmington hereby approves the CDL Training Reimbursement Agreement, attached hereto as Exhibit A (hereinafter referred to as the “Agreement”), as an addendum to the CBA. The Mayor and/or City Administrator is authorized to enter into the Agreement as necessary when new Union City employees are required to enter into the Agreement.

SECTION 3: SEVERABILITY

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

SECTION 4: REPEALER

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

SECTION 5: EFFECTIVE DATE

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

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

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

Approved this ____ day of _____, 2023

Ben Dietz, Mayor

Attest:

Deputy City Clerk

Exhibit A

CDL Training Reimbursement Agreement

CDL TRAINING REIMBURSEMENT AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2022, by and between the CITY OF WILMINGTON, an Illinois municipal corporation (hereinafter referred to as the "City") and AFSCME Council 31, Local 1909, and _____ (hereinafter referred to as the "Employee"). And _____ (hereinafter referred to as the "Employee")

WHEREAS, the Employee is required as a condition of employment to successfully pass a 160-hour CDL course approved by the State of Illinois and to secure a commercial driver's license from the Illinois Secretary of State ; and

WHEREAS, the City plans to allow the Employee to attend the 160-hour CDL course on paid work time during his regular work schedule without the need to use accrued leave time; and

WHEREAS, the aforementioned training time will involve a substantial expenditure of City funds that the City is not otherwise obligated to provide the Employee; and

WHEREAS, the City will lose the benefit of those aforementioned training costs if the Employee leaves the Public Works Department (which includes the Streets, Water, and Sewer Divisions) and joins another City Department or Employer in the first twenty-four (24) months~~several years~~ of his or her employment; and

WHEREAS, the City and the exclusive bargaining representative of its Employees, the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 1909, have agreed as an addendum to their collective bargaining agreement to require all new Employees to reimburse the City for training expenses incurred by the City in the event the Employee terminates his or her employment during the first twenty-four (24) months of employment with the City; and

WHEREAS, the Employee and AFSCME have agreed that as a condition of the Employee's employment with the City, he or she will reimburse the City for all costs associated with attendance at a certified CDL training course in the event the Employee terminates his or her employment with the City within the Employee's first twenty-four (24) months of employment.

NOW, THEREFORE, in consideration of the foregoing, the validity and sufficiency of which consideration is acknowledged by the City, AFSCME and the Employee, the parties hereto agree to the following mutual promises and covenants:

1. ~~1.~~ **Terms and Conditions of Employment.** The Employee's wages, hours and terms and conditions of employment will be subject to any current and successor collective bargaining agreements between the City and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 1909.

2. **Paid Time To Attend CDL Courses.** The City will allow the employees who do not have a CDL but whose position requires the use of oneEmployee to attend a 160-hour CDL course (of the City's choosing) on paid work time, without requiring any deductions from the Employee's accrued leave banks. The City may adjust the employee's work schedule to ensure that his or her attendance at the training course occurs on City work time (e.g., if the CDL course is ~~scheduled~~ scheduled for 8:00 am to 4:30 pm, the City may adjust the Employee's regular work hours to coincide with the CDL course schedule). Notwithstanding the foregoing, the Employee will still be subject at the City's discretion to overtime assignments and/or callbacks pursuant to the AFSCME collective bargaining agreement. The City will also pay for any tuition or filing fees associated with a CDL course and securing a CDL license from the Illinois Secretary of State. ~~AFSCME acknowledges and agrees that the City is under no obligation to cover these tuition costs and filing fees for future bargaining unit employees, or to otherwise allow future employees to attend a CDL course (of the City's choosing) on paid work time during his or her regular work schedule.~~

3. **Reimbursement of Employee's Training Costs.** In consideration of the foregoing, the ~~Employee-Union~~ agrees that if ~~he the employee or she~~ fails to complete the required CDL training course for any reason, fails to obtain a CDL license or voluntarily terminates his or her City employment for any reason within twenty-four (24) months of the date he or she obtains a CDL license, the Employee shall reimburse the City for any costs associated with the Employee's attendance at a certified CDL training course. These costs may include, but are not limited to, tuition for the certified CDL training course, costs of books and other study materials, the cost charged by the Secretary of State for any CDL license and regular wages paid to the Employee (in excess of any legally required minimum wage) while he attends the CDL course during his regular work schedule. The Employee's training reimbursement obligations will be based on a pro-rata share of the number of months of employment (full or partial) that the Employee has remaining before reaching his second-year anniversary of City employment. For example, if the Employee begins his employment on October 15, 2022, and resigns his employment on February 20, 2023, the Employee would owe the City 37.5 percent (i.e., 9 remaining full/partial months ÷ 24 months) of the training costs spent on his or her behalf up to the date of the Employee's resignation.

4. **Reimbursement Methodology.** The City reserves the right to file suit against the Employee to collect any amounts owed under this Agreement. In the event the City is required to make a claim or demand against the Employee or file suit against the Employee to collect amounts owed in accordance with the provisions of this Agreement, the Employee agrees as a condition of this Agreement to pay the City's full courts costs and attorneys' fees expended in connection with collecting the training reimbursement costs. Alternatively, the Employee agrees to consent to the deduction by the City from his or her wages and/or final compensation of the training reimbursement costs owed under this Agreement.

5. **Effect of Agreement.** It is the agreement and understanding of the parties hereto that all other terms and conditions of employment that are applicable to the Employee's City employment shall remain unchanged by this Agreement. ~~AFSCME further agrees that the terms of this Agreement will be non-precedential in all respects, and that the Union will not cite or otherwise rely on this Agreement as a "past practice" in future arbitration, labor board or other~~

~~legal proceedings other than an action that seeks to enforce this Agreement.~~

6. Grandfathered Employees. It is understood that all employees in a position that requires a CDL prior to execution of this agreement will not be liable for any future costs incurred to maintain their CDL. The City -acknowledges its ~~agrees to continue~~ current practice is to pay for employees CDL license renewals.

7. All potential new employees whose position requires a CDL will be presented with this agreement and the details explained to them before hiring. ~~All Potential new employees that will be required to obtain a CDL~~ Any potential new employee whose position requires a CDL and who does not possess one will be required to execute this agreement on ~~Sign agreeing to the terms of this agreement before official hiring.~~

8. It is incumbent on the employer to work with the member to schedule time to obtain their CDL training. An employee may not be terminated due to the employer's inability to schedule that time. The employer at their discretion agrees to work with the employee to schedule the training.

9. Per Article 19, Section 5 of ~~of the~~ CBA, ~~It~~ It is understood that all new employees are on a 1-year probationary period and can be terminated without reason.

THE EMPLOYEE AND AFSCME AGREE AND UNDERSTAND THAT NOTHING IN THIS AGREEMENT PROVIDES CONTRACTUAL RIGHTS TO EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME.

Jeannine Smith, City Administrator
City of Wilmington

By: _____

Employee: _____

Date: _____

Date: _____

Employee: _____

Date: _____

AFSCME COUNCIL 31, LOCAL 1909

By: _____

Date: _____



UTILITY PIPE SALES CO.
 11802 N. GREEN RIVER ROAD
 EVANSVILLE, IN 47725
 812-867-7471
 Fax: 812-867-7476

Website: www.utilitypipesales.com

QUOTE

Number	Q0048195
Page	1
Date	03/29/2023

<i>Bill To</i>	WILMING City of Wilmington* 1165 S. Water Street Wilmington IL 60481	<i>Ship To</i>	WILMING City of Wilmington* 1165 S. Water Street Wilmington IL 60481
----------------	--	----------------	--

<i>Customer PO#</i>	<i>Ship Date</i>	<i>Salesperson</i>	<i>Terms</i>	<i>Tax Code</i>
2" METER	QUOTE	Phil Donelson	Net 30 Days	ILGOV

<i>Document #</i>	<i>Warehouse</i>	<i>Freight</i>	<i>Ship Via</i>
Q0048195	UTILITY PIPE SALES CO.,INC.	Prepaid	MOST ECONOMICAL

Item	Description	Quantity	UM	Price	Per	Extension
PVC	DUE TO THE CURRENT VOLATILITY OF ALL PRODUCTS, PRICING IS SUBJECT TO CHANGE BASED ON PRICING AND MARKET CONDITIONS AT TIME OF SHIPMENT. SURCHARGES WILL APPLY FOR ALL DUCTILE IRON PIPE.	1	EA	0.00	EA	0.00
ME2ZSU02USE60	2" ULTRASONIC WATER METER ENCODED, USG 15' BARE WIRE	6	EA	1091.92	EA	6,551.52
MPMIU	STEALTH READER, WATER 5' BARE WIRE, MESH - ENCODED	6	EA	135.00	EA	810.00
MPSKGT	GT FIELD SPLICE KIT	6	EA	15.02	EA	90.12
MPMIUBOX	STEALTH RADIO HOUSE BOX	6	EA	12.00	EA	72.00
MP2FLGB	2" BRONZE METER FLG SET	6	EA	243.29	EA	1,459.74
	*** OPTION 2 FOR BOLTING U THE METERS ***					
MP2FLGG	2" METER FLANGE DROP IN GASKET	12	EA	1.92	EA	23.04
N-BNGSS58HN316	5/8" 316 STAINLESS STEEL	24	EA	2.32	EA	55.68



Note: Current legislation states of January 4th, 2014 it will be illegal to sell or install any items that are leaded brass in sizes 2" and below for use with potable water. Manufacturers have been making this conversion since this legislation was passed. UPSCO will be implementing the following changes effective as of January 2, 2013. Any leaded brass order will be special ordered for our customers, but will be non-cancellable and non-returnable. UPSO cannot accept leaded brass returns for credit or exchange. This matches the policies of our brass suppliers. As of June 1, 2013 brass product manufacturers will stop manufacturing leaded brass products & no leaded brass items will be purchased by UPSO. Utility Pipe Sales Co.

Customer Copy

Continued on next page ...

Item	Description	Quantity	UM	Price	Per	Extension
N-BNGSS58HN316 (cont	inued) HEX NUT					
N-BNG58212HN316SS	5/8" X 2 1/2" 316 STAINLESS STEEL HEX BOLT	24	EA	4.19	EA	100.56

QUOTED BY: tb
 QUOTED TO: Maureen Surman
 EXPIRES: 04/30/2023

Merchandise	Add On Charges	Tax	Total Due
9,162.66	0.00	0.00	9,162.66

We appreciate your business!



Q0048195

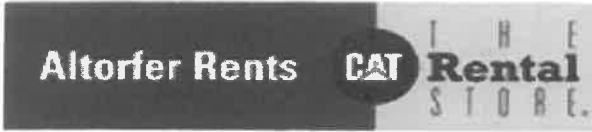
Accepted By

... Last page

16822 W LARAWAY RD, JOLIET, IL 60433
 JOLIET

Rental Agreement

Agreement Q17128



Date Out: 05/01/2023 Mon 07:00 AM
 Est. Date In: 05/08/2023 Mon 07:00 AM
 Delivery Date: 05/01/2023 Mon 07:00 AM

Customer: 3869500
 Bill to: CITY OF WILMINGTON
 1165 S WATER STREET
 WILMINGTON, IL 60481

Jobsite: ROAD WORK
 Contact: JAMES GRETECORD
 Phone: 815 671 6837
 1165 S WATER STREET
 WILMINGTON, IL

PO #:
 Signed By:
 Order By: JAMES GRETECORD

Written By: David Murray
 Sales Rep: DAVID MURRAY (B-3-175)
 Sales Rep: DAVID MURRAY (B-3-175)

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----------------	-----	------	-------	--------

Rental Items

1. 289 HF COMPACT TRACK LOADER HI-FLOW ~ 289D XPS 125-0270	\$500	\$1,500	\$4,000	1,500.00
1. SSL - COLD PLANERS ~ PC206 125-2340	\$400	\$1,250	\$2,700	1,250.00

RATES ARE QUOTED FOR: 8 HR DAY, 44 HR WEEK, 176 HR
 OVERAGE HOURS WILL BE BILLED AT HOURLY RATE
 DAMAGE, ABUSE, FUEL, DEF OR EXCESSIVE CLEANING
 WILL BE BILLED ADDITIONAL

Miscellaneous Items

1 HAZ WASTE	10.00 each			10.00
1 DELIVERY CHARGE	150.00 each			150.00
1 RETURN CHARGE	150.00 each			150.00

Quote Total: 3,060.00
 Month \$7,000

I WARRANT TO BE THE LESSEE SHOWN ABOVE AND/OR HAVE THE AUTHORITY TO CONTRACT AS AGENT FOR LESSEE. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FACE AND REVERSE OF THE CONTRACT, AND HAVE BEEN OFFERED OR RECEIVED INSTRUCTION AND UNDERSTAND THE SAFE OPERATION AND MAINTENANCE OF THE EQUIPMENT LISTED ABOVE. ALTORFER RENTAL SERVICE, THE LESSOR, HEREBY RENTS TO THE UNDERSIGNED LESSEE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BOTH ON THE FACE AND REVERSE SIDE OF THIS CONTRACT. SUBJECT EQUIPMENT OUT IN GOOD CONDITION. LESSEE IS RESPONSIBLE FOR ALL TIRE DAMAGE AND REPAIR. ROUTINE MAINTENANCE, OIL CHANGES, OIL, FUEL, AIR ELEMENTS ARE THE LESSEE RESPONSIBILITY. THIS SERVICE IS AVAILABLE AT A NOMINAL CHARGE. RENTAL PERIOD STARTS AND ENDS AT ALTORFER RENTAL SERVICE LESSEE WILL RETURN UNIT WITH A FULL FUEL TANK OR BE CHARGED \$8.00 PER GALLON TO FILL TANK. UNIT MUST BE IN REASONABLY CLEAN CONDITION OR LESSEE WILL PAY \$150.00 CLEANING FEE.

Customer Signature _____

Date _____

Print Name _____



What are you looking for?



📍 Wilmington, IL, USA

EQUIPMENT AND TOOLS / EARTH MOVING / SKIDSTEER LOADERS

CAT CLASS: 0480635

2100-2800 lb Track Skidsteer w/ Cab



ONLINE RATE

\$690
1 DAY

\$1,815
1 WEEK

\$4,365
4 WEEK

Rates for Wilmington, IL, USA

Pickup + Delivery 1 Month \$7,200

Subject to availability. The displayed rates may vary by location and do not include the taxes or optional charges that may be selected later in the checkout process.





What are you looking for?

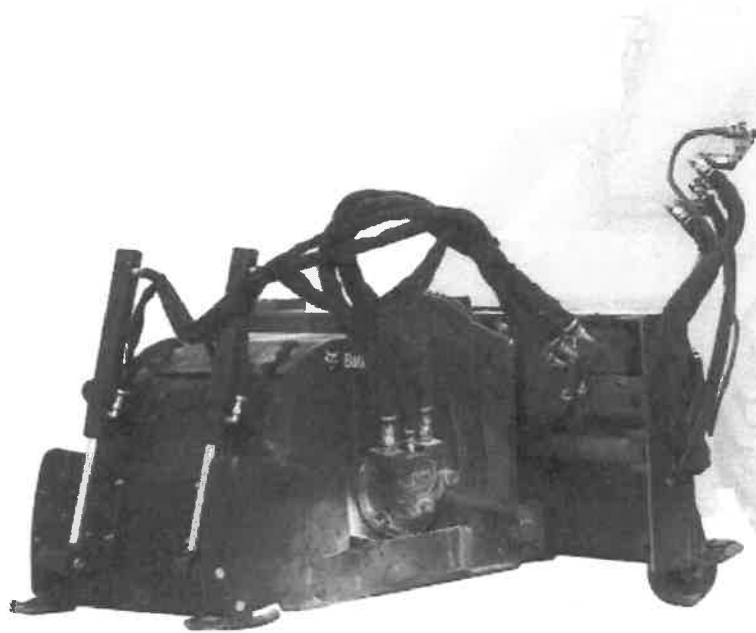


[Wilmingon, IL, USA](#)

EQUIPMENT AND TOOLS / EARTH MOVING / SKIDSTEER LOADERS

CAT CLASS: 0490008

12"-24" Asphalt/Concrete Planer Attachment



ONLINE RATE

\$365
1 DAY

\$855
1 WEEK

\$2,235
4 WEEK

Rates for *Wilmingon, IL, USA*

Subject to availability. The displayed rates may vary by location and do not include the taxes or optional charges that may be selected later in the checkout process.



John Deere Skid Steers

MODEL	WEIGHT	HP	R.O.C. lbs	WEEKLY	MONTHLY
318	6,542	61	1,945	1,000	3,000
320	7,150	66	2,190	1,100	3,300
324	7,700	70	2,690	1,250	3,750
330	9,900	89	3,000	1,650	4,950
332	10,000	97	3,600	1,750	5,250



John Deere Compact Track Loaders

MODEL	WEIGHT	HP	R.O.C. lbs	WEEKLY	MONTHLY
317	8,423	61	2,125	1,300	3,900
325	9,650	70	2,590	1,650	4,950
331	11,900	88.5	3,100	2,000	6,000
333	12,100	96.6	3,700	2,250	6,750
333 SmartGrade	12,100	96.6	3,700		12,000
333 SmartGrade 2D	12,100	96.6	3,700		8,000



Attachments

ATTACHMENT	WEEKLY	MONTHLY
Auger (Hyd Drive)	350	1,050
Auger Bit (8-18)	75	225
Auger Bit (24-36)	125	375
Angle Broom	600	1,800
Hopper/Bucket, Pickup Broom	600	1,800
Cold Planer	2,000	6,000
Skid Steer Forks	175	525
Harley Rake	1,000	3,000
MP Bucket (4-1)	500	1,500
Skid Steer GP Bucket (Extra)	300	900
Dozer Blade	750	2,250
Root Rake/Industrial/Brush Grapple	750	2,250
Brush Cutter - 72" Std Flow	1,200	3,600
Brush Cutter HD - 72"/84" High Flow	1,800	5,400
Trencher 6" wide, 4 foot depth	750	2,250
Vibe Roller	750	2,250
Level Best Lase Grading Box	2,000	6,000
Rock Bucket	300	900
Hammer Skid Steer	1,200	3,600
Hammer 26/35	900	2,700
Hammer 50/60	1,200	3,600
Compact Excavator Bucket	150	450
AMI Mat Grapple	750	2,250
Tote Broom	500	1,500
Wheel Loader Forks	500	1,500

Wacker Utility Track Loader

MODEL	Wacker SM100
WEIGHT	2,855
HP	24.7
R.O.C. lbs	999
WEEKLY	1,000
MONTHLY	3,000



ATTACHMENT	WEEKLY	MONTHLY
Auger (Hyd Drive)	250	750
Auger Bit (8-18)	75	225
Auger Bit (24-36)	125	375
Land Plane	100	300
42" Forks	100	300
36"/42"/48" Extra Bucket	100	300
48" Rock Bucket	100	300
48" Brush Grapple	150	450
48" Angle Broom	500	1,500
40" Tiller	500	1,500
48" Harley Rake	750	2,250
36" Trencher	500	1,500
Hammer	750	2,250

Month \$10,950

END OF CONSENT AGENDA ITEMS



Mayoral Proclamation National Safe Boating Week

For over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 83 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

- **Whereas**, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and
- **Whereas**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and
- **Whereas**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

Therefore, I, Ben Dietz, do hereby support the goals of the Safe Boating Campaign and proclaim May 20-26, 2023 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

In Witness Thereof, I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Given under my signature and the seal of
at the City of Wilmington,
this 25th day of April, 2023.



Ben Dietz, Mayor
City of Wilmington
Will County, Illinois

Resolution No. 2023-09

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 City Administrator is hereby authorized to dispose of property identified in Exhibit A in a manner consistent with Illinois law as set forth above.

ADOPTED this 25th day of April 2023 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	_____	Kevin Kirwin	_____
Ryan Knight	_____	Dennis Vice	_____
Jonathan Mietzner	_____	Leslie Allred	_____
Thomas Smith	_____	Todd Holmes	_____

Approved this 25th day of April 2023

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

Exhibit A

**Surplus Sheet
City of Wilmington**

Date: 04/25/2023
Name: City of Wilmington
Address: 1165 S. Water Street
Wilmington, IL 60481

Description	Unit Value	Value
Konica Minolta BIZHUB C558, Serial: A79K011005778 Copier Machine	N/A	N/A



City of Wilmington

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

MAYOR'S SUMMER YOUTH INTERNSHIP PROGRAM

The City of Wilmington is providing students who attend or graduated from Wilmington High School or are current students at Joliet Junior College, the opportunity to be part of our workforce through the Mayor's Summer Youth Internship Program. Build your resume now and gain work experience during our 10-week paid summer internship program – June 5 through August 5. You will have the opportunity to:

- Gain valuable professional experience in local government departments
- Help the City to deliver exceptional service to neighborhoods and residents
- Hone and/or find your passion for public service
- Participate in fun social events with other interns
- Interact with city officials and civic leaders in Wilmington

Positions Available In -

- Administration and Economic Development
- Technology and Website Design
- Public Works Operations & Utilities

Preferred Skills - To effectively perform the duties of these roles, we seek candidates with:

- A high standard of ethics, integrity, and courage
- Demonstrated communication, interpersonal, and organizational skills
- Strong writing skills
- Experience with Microsoft Office and Google Suites
- Strong organizational and time management skills
- Critical thinking and problem-solving skills
- Ability to work in a fast-paced environment
- Sense of humor and urgency
- Openness to mentorship and a mindset for equity

Minimum Qualifications -

- Aptitude and ability to learn
- Excitement and curiosity for public service
- Positive attitude
- Age 18 or older and valid Illinois ID for the Public Works position

For more information, please contact Joie Ziller, Deputy City Clerk at jziller@wilmington-il.com or 815-476-2175.

The City of Wilmington is an equal opportunity employer.



The CITY OF WILMINGTON
invites applicants for the position of:

Economic Development Summer Student Intern

SALARY: \$13.00 - \$15.00 depending on qualifications

OPENING DATE: 5/01/2023

CLOSING DATE: 05/22/23 03:00 PM

DESCRIPTION:

The City of Wilmington will provide students who are attending or graduated High School within the City of Wilmington or at Joliet Junior College an opportunity to be part of our workforce culture of creativity, critical thinking, and collaborative communication. The goal is to provide the youth within our City an opportunity for paid work experience which supports all emerging students through the Summer Internship Program. The City will ensure a meaningful, a measurable, student-centered program that aligns with grade-level standards.

Brief Description of Internship: Under the direction of the City Administrator, the intern will assist with various duties, specific to Economic Development.

ESSENTIAL AND MARGINAL DUTIES:

- Research policy issues affecting business retention, attraction, and expansion.
- Assist with business promotions sponsored by the City;
- Gather information and data for the Economic Development brochure and City website;
- Assist with conference preparation including putting together promotional items, folders, and printouts, and help with the design of a trade show booth;
- Conduct general office organization;
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Applicants must attend or have graduated from Wilmington High School or are current students at Joliet Junior College to qualify.

ADDITIONAL INFORMATION:

Work shift will be 9:00 a.m. - 1:00 p.m. Monday - Thursday, but hours may vary by department. This internship is a 10-week program, scheduled for June 5 – August 4, 2023.

If offered a position and 18 years of age or older, the student will be required to have a fingerprint clearance by the Wilmington Police Department prior to starting of assignment.



The CITY OF WILMINGTON
invites applicants for the position of:

Website Design Summer Student Intern

SALARY: \$13.00 - \$15.00 depending on qualifications

OPENING DATE: 5/01/2023

CLOSING DATE: 05/22/23 03:00 PM

DESCRIPTION:

Take part in a unique opportunity to create a user-centric design for the City of Wilmington's website, wilmington-il.com. Using solutions developed by Square Space, this position will design a website based on feedback from existing users. Tasks will include creating surveys, conducting focus groups, and analyzing results. Using the results from this research, this intern will develop a new website design and present the design to the City Council providing metrics in support of their proposal.

Whether you are interested in web design, marketing, or public relations, this is an opportunity to learn current trends in web design, how to back up your design decisions with measurable results, and how to create an experience based on user preferences.

ESSENTIAL AND MARGINAL DUTIES:

The student's work will include reviewing the City's home page and the main navigational structure of the site, the green horizontal menu. The student's work will include:

- Review statistics of the current site
- Perform at least four short and one long intercept surveys on the City's social media Facebook page
- Conduct at least one focus groups
- Create and conduct a broad survey on the website's use, content, and user preferences
- Attend at least three community meetings/events to obtain user feedback
- Use results from research, to create recommendations for the homepage, navigation, and main page content.

MINIMUM QUALIFICATIONS:

Applicants must attend or have graduated from Wilmington High School or are current students at Joliet Junior College to qualify.

KNOWLEDGE, SKILLS, AND ABILITY:

- Knowledge of basic web design/user interface theories
- Strong writing and oral communication skills
- Knowledge of basic research skills, including survey creation
- Ability to work individually and project professionalism in front of groups

ADDITIONAL INFORMATION:

Work shift will be 9:00 a.m. - 1:00 p.m. Monday - Thursday, but hours may vary by department. This internship is a 10-week program, scheduled for June 5 - August 4, 2023.

If offered a position and 18 years of age or older, the student will be required to have a fingerprint clearance by the Wilmington Police Department prior to starting of assignment.



CITY OF WILMINGTON
invites applicants for the position of:

Public Works

Summer Student Intern

SALARY: \$15.50 Hourly

OPENING DATE: 05/01/2023

CLOSING DATE: 05/22/2023 03:00 PM

DESCRIPTION:

The City of Wilmington will provide students 18 years of age or older and attending High School within the city of Wilmington or Joliet Junior College an opportunity to be part of our workforce culture of creativity, critical thinking, and collaborative communication. The goal is to provide the youth within our City an opportunity for paid work experience which supports all emerging students through the Summer Internship Program. The City will ensure a meaningful, measurable, student-centered program that aligns with grade-level standards.

Brief Description of Internship: Under the direction of the assigned Mentor, the intern will assist with various duties within the Operations & Utilities Department, specific to Utilities.

ESSENTIAL AND MARGINAL DUTIES:

- Assist with landscaping maintenance.
- Assist in public education and outreach.
- Assist with upkeep and maintenance of infrastructure (i.e. hydrant flushing, valve exercising, water treatment plant, and sewage treatment plant upkeep).
- Assist with sample collection
- Assist in keeping parks and public spaces neat and tidy.
- Assist with organizational tasks (culling through records, adding info to LSLI)

MINIMUM QUALIFICATIONS:

Applicants must be 18 years of age or older and attend or have graduated from Wilmington High School or are a current student at Joliet Junior College to qualify. Applicants must have a driver's license and a clean driving record. Computer skills are a bonus. Must wear work boots.

ADDITIONAL INFORMATION:

Work shift will be 9:00 a.m. - 1:00 p.m. Monday - Thursday, but hours may vary by department. This internship is a 10-week program, scheduled for June 5 – August 4, 2023. Public Works will be 7:00 a.m. to 3:00 p.m. Monday – Friday.

If offered a position, the student will be required to have a fingerprint clearance by the Wilmington Police Department prior to the start of the assignment.



MEMO

Date: April 25, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: Downtown Parking Lot ComEd Customer Work Agreement

Budget Impact: \$858.07 Line Item 24-007450

Request: Approve the ComEd Customer Work Agreement at a sum of \$858.07 plus additional parts and labor if unforeseen circumstances deem necessary.

Discussion: In order, for ComEd to proceed with the connection of power for our downtown parking lot we need to execute Customer Work Agreement 1784394201. This agreement states that we will pay them \$858.07 up front for the connection of the parking lot to power. This agreement also states that if unforeseen labor or material circumstances are incurred the City will reimburse ComEd for the unforeseen circumstances.

Motion: Approve the Director of Public Works to execute ComEd Work Agreement 1784394201.

Thank you in advance for your consideration of this request.

**JOLIET OFFICE
1910 SOUTH BRIGGS STREET
JOLIET, ILLINOIS 60433
779-231-0551**



**CITY OF WILMINGTON
1165 S WATER ST
WILMINGTON, IL 60481**

Date: **04/18/2023**

For Electrical Service To:
**212 N WATER ST, PARKING LOT
WILMINGTON, IL**

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following :

Review, sign and date the Customer Work Agreement.
Return the signed copy of the agreement and payment of **\$858.07** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone .

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>
(for payments of \$5,000 or less for Credit/Debit)
(for non-business payments of \$100,000 or less for eCheck)
(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)
1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)
1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)
1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Sincerely,

Enclosures

MARICELA PARAMO
GENERAL SERVICE REP
779-231-0551

CUSTOMER WORK AGREEMENT

PL#: 533253

CWA#: SJ230243 R:0000

Date: 04/18/2023

CITY OF WILMINGTON ("Customer") and **ComEd** ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **212 N WATER ST, PARKING LOT, WILMINGTON, IL 60481**, described below.

CUSTOMER WORK AGREEMENT - CUSTOMER WORK ORDER- COMED TO BUILD SECONDARY RISER-CUSTOMER SUPPLIED CABLE AND CONNEC SECONDARY CABLE AT POLE 533253132-. COMED TO INSTAL 1PH 120/240V 200AMP SIZE 47 METER

MATERIALS SECONDARI RISER-CUSTOMER SUPPLIED CABLE	\$858.07
TOTAL CUSTOMER CHARGE	\$858.07

The Customer agrees to pay to the Company the sum of **\$858.07**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

MARICELA PARAMO

Submitted By

Maricela Paramo

Accepted By

Signature

Maricela Paramo

Print Name

FOR APPLICANT:

Accepted By

Signature

Print Name

Official Capacity

Account Number: 1223034269

Work Task Number: 1784394201

Mail Bills To: **CITY OF WILMINGTON
1165 S WATER ST
WILMINGTON, IL 60481**

Payment Stamp



Agreement Date : 04/18/2023

Submitted by : LANEL CLAY

Phone Number : 779-231-2770

Group :

Type of Payment

Check

Wire/ACH

Name : CITY OF WILMINGTON

Service Address : 212 N WATER ST, PARKING LOT

City. State : WILMINGTON. IL

CWA Payment

C.W.A. #: SJ230243

CIMS Account #	Work Order Task #	Total
1223034269	1784394201	\$858.07