



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

**Agenda – Committee of the Whole
Wilmington City Hall Council Chamber
March 12, 2024 at 5:30 p.m.**

1. Call to Order
2. Roll Call by City Clerk Kevin Kirwin Ryan Jeffries
 Dennis Vice Ryan Knight
 Leslie Allred Jonathan Mietzner
 Todd Holmes Thomas Smith
3. Approve the Previous Meeting Minutes
4. Public Comment (*State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01*)
5. Mayor's Report
6. Administrator's Report
 - a. February 2024 Building Department Report
 - b. Consideration and Authorization for the City Administrator to Execute a Memorandum of Understanding with the Heritage Corridor Convention and Visitors Bureau for the South Island Park LED Sign
 - c. Consideration to Award the Façade Improvement Grant to John Thayer for 204 N. Water Street Improvements
 - d. Consideration to Award the Façade Improvement Grant to The Watch Shop LLC for 208 N. Water Street Improvements
 - e. Consideration to Sponsor the Great American Road Trip 2.0
 - e. Other Pertinent Information
7. Police & ESDA
Co-Chairs Alderperson Mietzner & Alderperson Allred
 - a. Chief of Police Monthly Summary Report
 - b. Discussion – Speed Limit on Vista Drive
 - c. Discussion – Increased Pricing for Body Cameras
 - d. Consideration to Approve a Resolution to Dispose of Surplus Property (Fujitsu Lifebook & Tablet)
 - e. Director of ESDA Monthly Summary Report
 - f. Consideration to Approve a Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement
 - g. Other Pertinent Information
8. Ordinance & License
Co-Chairs Alderperson Kirwin & Alderperson Knight
 - a. Consideration to Amend Section 74.01 Permitting Golf Cart Crossings at Baltimore and S. Park, and Joliet Streets
 - b. Other Pertinent Information
9. Buildings, Grounds, Parks, Health & Safety
Co-Chairs Alderperson Jeffries & Alderperson Smith
 - a. Other Pertinent Information

10. Water, Sewer, Streets & Alleys

Co-Chairs Alderperson Vice & Alderperson Holmes

- a. Director of Public Works Monthly Summary Report
- b. Consideration to Approve the State of Illinois CY2024-CY2025 Rock Salt Contract Joint Participation Agreement
- c. Other Pertinent Information

11. Personnel & Collective Bargaining

Co-Chairs Alderperson Mietzner & Alderperson Holmes

- a. Other Pertinent Information

12. Adjournment

The next Committee of the Whole meeting is scheduled for Tuesday, April 9, 2024, at 5:30 PM.

Minutes of the Committee of the Whole
Wilmington City Hall
1165 South Water Street
February 13, 2024

Call to Order

The Committee of the Whole meeting on February 13, 2024, was called to order at 5:30 p.m. by Mayor Dietz in the Council Chamber of Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members of the corporate authorities answered “Here” or “Present”:

Alderspersons Present Kirwin, Jeffries, Vice, Knight, Mietzner, Smith, Holmes

Aldersperson Absent Allred

Quorum

There were sufficient members of the corporate authorities in attendance to constitute a quorum, so the meeting was declared in order.

Other Officials in Attendance

Also, in attendance was the City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief of Police Adam Zink, Director of Public Works James Gretencord, ESDA Director Dennis Housman, Deputy City Clerk Joie Ziller

Approve Previous Meeting Minutes

Aldersperson Mietzner made a motion and Aldersperson Kirwin seconded to approve the January 9, 2024 meeting minutes and have them placed on file. Upon the voice vote, 7 yes. The motion carried.

Public Comment

No public comments were made.

Mayor’s Report

Nothing to report.

Administrator’s Report

City Administrator Smith reviewed the January 2024 Building Department Report as provided in the agenda packet. She also briefed the Committee on her January 2024 Status Report which was also included with the agenda packet and also discussed the solar projects being proposed in the area.

Police & ESDA

Co-Chairs Alderspersons Mietzner & Allred

Chief of Police Monthly Summary Report

Chief Zink briefed the Committee on the happenings within the department and addressed his report that was included with the agenda packet.

Discussion of the Tri-County Auto Theft Task Force

Chief Zink informed the Committee of the opportunity to work with the Tri-County Auto Theft Task Force. The Wilmington Police Department Officers look forward to joining the joint effort.

Review and Consideration to Approve a Resolution to Dispose of the 2015 Ford Explorer

The Committee reviewed the resolution as presented and agreed to place this item on the February 20, 2024, City Council Consent Agenda for full approval.

Director of ESDA Monthly Summary Report

The Committee reviewed the ESDA Report as prepared by Director Housman. No further discussion was had regarding the report.

Other Pertinent Information

No other pertinent information was discussed.

Ordinance & License Committee

Co-Chairs Alderpersons Kirwin & Knight

Other Pertinent Information

No other pertinent information was discussed.

Buildings, Grounds, Parks, Health & Safety Committee

Co-Chairs Alderpersons Jeffries & Smith

Discussion of the Wilmington South Island Park Renovations

City Administrator Smith briefed the Committee on the preliminary plans related to the South Island Park Grant Project which includes utilizing funding from the DCEO in the amount of \$95,000 and \$377,234.10 from RBI funds. The project includes a new park entrance from RT 53 (Bridge Street), a parking lot, and monument signage to name a few. The Committee reviewed the preliminary plans as presented and agreed to place this item on the February 20, 2024 City Council Consent Agenda for full approval.

Discussion of the Grant Agreement Between The State of Illinois, Natural Resources and City of Wilmington for the Kayak Launch Project

City Administrator Smith briefed the Committee on the IGA with the IDNR as presented in the agenda packet related to the North Island Canoe and Kayak Launch. The Committee reviewed the agreement as presented and agreed to place this item on the February 20, 2024 City Council Consent Agenda for full approval.

Other Pertinent Information

No other pertinent information was discussed.

Water, Sewer, Streets and Alleys Committee

Co-Chairs Alderpersons Vice & Holmes

Director of Public Works Monthly Summary Report

The Committee reviewed Director Gretencord's monthly report included in the agenda packet.

Review and Consideration to Approve Invoices Relating to the State of Emergency at a Total of \$24,521.35

The Committee reviewed the memo and supporting information as presented in the agenda packet and agreed to place this item on the February 20, 2024 City Council Consent Agenda for full approval.

Review and Consideration to Approve a Resolution to Dispose of the 2008 Nissan Street Sweeper

The Committee reviewed the resolution as presented in the agenda packet and agreed to place this item on the February 20, 2024 City Council Consent Agenda for full approval.

Review and Consideration to Approve IDOT BLR 05621 for Hamilton Consulting Engineers, Inc Engineering Fees in the amount of \$25,562.57

The Committee reviewed the information as presented in the agenda packet and agreed to place this item on the February 20, 2024 City Council Consent Agenda for full approval.

Review and Consideration to Approve IDOT BLR 05621 for Environmental Design International Inc. Engineering Fees in the amount of \$16,388.38

The Committee reviewed the information as presented in the agenda packet and agreed to place this item on the February 20, 2024 City Council Consent Agenda for full approval.

Other Pertinent Information

No other pertinent information was discussed.

Personnel & Collective Bargaining Committee

Co-Chairs Alderpersons Mietzner & Holmes


Other Pertinent Information

No other pertinent information was discussed.

Adjournment

The motion to adjourn the meeting was made by Alderperson Holmes and seconded by Alderperson Knight. **Upon the voice vote, the motion carried.** The Committee of the Whole Meeting held on February 13, 2024, adjourned at 6:09 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



MEMO

Date: March 5, 2024
To: Honorable Mayor Dietz and City Council Members
From: Jeannine Smith, City Administrator
Cc: Joie Ziller, Deputy Clerk
Re: February 2024 Building Department Report

Please find following a brief synopsis of building department activities for the February 2024.

Permit #	Date	Owner / Applicant	Project Address	Description	Value	Fee	Inspe Req	Type	X	Contractor
Feb-23										
WI-24-008	2/1/2024	CRICHTON	301 RIDGE	REROOF/GUTTER	\$ 16,919.81	\$ 291.00	WI-FN	RFR	X	ELITE RESTORATION
WI-24-009	2/5/2024	BECK	1750 VISTA	DOOR REPLACEMENT	-	-	-	-	-	Permit Not Req. No Change in Opening
WI-24-010	2/6/2024	MUELLER	403 E. CROSS STREET	TEAR OFF/REROOF/GUTTER	\$ 16,782.04	\$ 290.00	WI-FN	RFR	X	MUELLER ROOFING
WI-24-011	2/5/2024	CAT Scale	21624 W ALEXANDER	CAT SCALE INSTALLATION	\$ 72,000.00	\$ 1,020.00	VARIOUS	CNC	X	CAT SCALE COMPANY
WI-24-012	2/6/2024	JARED GAUDINO	822 E. KAHLER	WINDOW REPLACEMENT	\$ 16,576.00	\$ 238.25	FN	OW		WINDOW NATION
WI-24-013	2/7/2024	BILL CZAHOR	30971 SEA SPRITE DR	WINDOW REPLACEMENT	\$ 19,814.00	\$ 265.00	FN	OW		FELDCO
WI-24-014	APPLIED	LARK ENTERPRISES	1099 S. WATER STREET	ICE HOUSE INSTALLATION	\$ 185,000.00			CNC		KYLE SULZBERGER
WI-24-015	APPLIED	CAVALEA	213 N WATER STREET	SIGN	\$ 195.45	\$ 150.00	FN	SIN	X	OWNER
WI-24-016	2/21/2024	SEILER/CLAUSEN	727 RIDGE STREET	SCREEN PORCH	\$ 9,000.00	\$ 275.00	RF/PH/FN	OW	X	CLAUSEN CONSTRUCTION
WI-24-017	2/27/2024	PAVLICH	120 N KANKAKEE	ELECTRICAL UPGRADE	\$ 15,000.00	\$ 350.00	RE/FE	OW	X	MIKE LOPEZ ELECTRIC
WI-24-018	2/27/2024	TIMCO	32801 DEER RIDGE	REMOVE/REPLACE ROOF	\$ 6,729.75	\$ 206.00	WI/FN	RFR	X	TIMCO
WI-24-019	2/27/2024	GEORGE REALTY	130 - 132 S 1ST ST	CARPENTRY/REROOF	\$ 28,260.00	\$ 482.60	WI-RF-FN	RFR	X	CHITOWN DECORATING
WI-24-020	2/27/2024	CAVALEA	213 N WATER STREET	PARKING LOT PAVEMENT	\$ 7,300.00					J LUCAS PAVING
WI-24-021	2/27/2024	BATORY FOODS	24860 DESIGN RD	NEW FIRE ALARM DEVICE	\$ 10,042.00	\$ 325.00	FAR-FAF	OW		ALSTON CONSTRUCTION
WI-24-022	2/27/2024	EARTLY	1303 N KANKAKEE	WINDOW /DOOR RPLCMNT	\$ 27,976.00	\$ 333.25	FN	OW		WINDOW WORKS
WI-24-023	2/27/2024	ATCHEY	1221 VISTA DR	SOLAR ROOF	\$ 17,480.00					SUNRUN
					\$ 449,075.05	\$ 4,226.10				

February 2024 Inspection Report

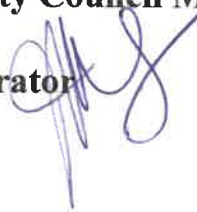
PERMIT#	ADDRESS	INSPECTION DATE	PASS/FAIL	INSPECTION TYPE
WI-23-220	950 WILDCAT CT	2/1/24	P	FINAL BUILDING
WI-23-220	950 WILDCAT CT	2/1/24	P	FINAL MECHANICAL
WI-23-220	950 WILDCAT CT	2/1/24	P	FINAL ELECTRIC
WI-24-007	555 W. KAHLER	2/1/24	P	PLUMBING FINAL
WI-24-001	700 W BALTIMORE	2/2/2024	P	UNDERGROUND PLUMBING
WI-24-001	692 BALTIMORE	2/5/2024	P	CONCRETE POUR
WI-23-187	1501 WIDOWS	2/5/2024	F	HOUSE WRAP
WI-24-001	692 BALTIMORE	2/6/2024	P	FOOTING
WI-24-006	616 DANIELS	2/7/2024	P	ICE&WATER SHIELD
WI-23-239	1215 TOWPATH	2/8/24	F	HOUSE WRAP (REINSPECTION REQ.)
WI-24-999	VARIOUS LOCATIONS	2/9/2024	FLOOD	SITE INSPECTION - REINSPECTION REQUIRED
WI-23-157	511 EAST STREET	2/9/2024	P	HOUSE WRAP
WI-23-239	1215 TOWPATH	2/9/2024	P	HOUSE WRAP
WI-24-001	692 BALTIMORE	2/12/2024	P	CONCRETE POUR
WI-24-001	692 BALTIMORE	2/20/2024	F	PIERS REINSPECTION REQUIRED
WI-24-006	616 DANIELS	2/20/2024	P	ROOF FINAL
WI-24-001	692 BALTIMORE	2/22/2024	P	BUILDING ROUGH
WI-24-001	692 BALTIMORE	2/22/2024	P	ELECTRIC ROUGH
WI-24-005	109 BRIDGE ST	2/23/2024	P	FINAL
WI-23-213	600 S CIRCLE	2/27/2024	F	SOLAR BUILDING FINAL - REINSPECTION REQUIRED
WI-23-195	30719 HARVEST	2/28/2024	P	FOUNDATION BACKFILL



MEMO

Date: March 5, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

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

Re: Motion Authorizing the City Administrator's Execution of a Memorandum of Understanding with the Heritage Corridor Convention and Visitors' Bureau for the South Island Park LED Sign

Budget Impact: \$109,000 Grant (Heritage Corridor Convention and Visitors' Bureau)

Request: Authorization to place a Memorandum of Understanding (MOU) between the City of Wilmington and the Heritage Corridor Convention and Visitors' Bureau on the March 20, 2024 City Council Agenda for approval and authorization to seek proposals for the South Island Park LED Sign project.

Discussion: The City of Wilmington submitted for and received a \$109,000 grant for the construction of an LED Monument Sign at the entrance of South Island Park. The grant is administered through the Heritage Corridor Convention and Visitors' Bureau. This document outlines the responsibilities of each party as it relates to the purchase and placement of the sign. \$100,000 will be directed toward the sign purchase and installation and \$9,000 will be directed toward CVB grant administration.

Staff respectfully requests and recommends a motion authorizing the City Administrator's execution of a Memorandum of Understanding between the City of Wilmington and the Heritage Corridor Convention and Visitors' Bureau for the LED South Island Park Sign be placed on the March 20, 2024 agenda.

Thank you in advance for your consideration of this request.

Attachments: MOU, Request for Proposals

ROUTE 66 GRANT FY23 (23-336001)

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

 CITY OF WILMINGTON
 Jeannine Smith, City Administrator

DATE _____

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

DATE _____

2024-02-29



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

BID PACKAGE

FOR

***CITY OF WILMINGTON
WELCOME SIGN***

Bid Date & Time: Thursday, March 28, 2024 at 10:00 AM

RETURN BIDS TO:

***CITY OF WILMINGTON
1165 SOUTH WATER STREET
WILMINGTON, IL 60481***

DOCUMENTS REQUIRED FOR BID SUBMITTAL

Request for Proposal Form

**BIDDERS ARE ADVISED THAT BIDS MUST BE DELIVERED
DIRECTLY TO THE OWNER.
BIDS WILL NOT BE ACCEPTED BY CHAMLIN & ASSOCIATES.**

REQUEST FOR PROPOSALS

CITY OF WILMINGTON WELCOME SIGN

The City of Wilmington is requesting proposals for the design and installation of a decorative LED message sign located at the South Island Park in the City of Wilmington. The proposal shall include the following tasks:

1. The Contractor shall submit as part of their proposal a minimum of three (3) potential design concepts with associated cost of manufacture and installation.
2. The design concepts must contain elements of stone masonry that is 50% minimum of total sign surface area, a minimum of 30 square feet of 2-sided LED message board, and an overall approximate minimum dimension of 14 feet wide by 13 feet tall.
3. All other materials used must be low maintenance materials and descriptions of proposed materials used shall be included in the concept submittal.
4. The LED message board shall be programmable and accessible remotely. All necessary software and/or subscription services shall be provided. Should subscriptions service be required a minimum of 2 years shall be included in the cost and the current cost of subscription services shall be clearly defined.
5. Once selected the Contractor shall be responsible for finalizing the chosen design concept based upon comments and coordination with the City. Changes to the original proposed cost of the chosen design concept will be allowed but shall be based upon demonstrable increases or decreases of chosen material types and impacts on installation.
6. Following final approval of design concept, the Contractor shall manufacture or cause to be manufactured all required prefabricated components of the sign and shall install the sign at the location at South Island Park as designated by the City. The Contractor shall be responsible for the complete site installation, initial start-up, and training of City Staff. Training shall include use of programmable message board and performance of routine maintenance.
7. The Contractor shall be responsible for bringing electric service to the final sign location. This service shall be assumed to be within 200 linear feet of the sign location.
8. All labor for the site installation of the sign shall be subject to prevailing wage rates.
9. All electrical work to be performed by licensed electricians and shall follow all local, state, and federal building codes.
10. Contractor shall provide the City with a Certificate of Insurance which includes a \$1,000,000 Umbrella Policy prior to the commencement of work. The City shall be named as additional insured and Certificate Holder.
11. Workers are to be fully covered by the Contractor for worker's compensation insurance.
12. Payment shall be made upon completion of the work.
13. All material is guaranteed to be as specified in the approved final concept plan. All work to be completed in a workmanlike manner according to standard practices. The Contractor shall warrant the sign for labor and material defects for a period of 3 years after acceptance. All electronic components shall be warranted for their regularly published warranty period.
14. All agreements contingent upon strikes, accidents, or delays beyond the control of the Contractor.
15. This Proposal may be withdrawn if not accepted within 60 days.
16. Attached to this request for proposal is a sample concept of a sign that can be used as an initial guidance for concept desired by the City.
17. The City has a target budget of \$100,000 for this project. All bids will be evaluated both on total cost and design concept.

WELCOME SIGN BID

DESIGN OPTION #1..... \$ _____

DESIGN OPTION #2..... \$ _____

DESIGN OPTION #3..... \$ _____

CONTRACTOR:

Name

Address

City, State & Zip Code

Phone Number

Email

Signature

Name & Title

Date

OWNER: City of Wilmington

1165 South Water Street
Wilmington, IL 60481

The City of Wilmington hereby accepts the
Proposal for the following:

_____ **Design Option #1**

_____ **Design Option #2**

_____ **Design Option #3**

Signature

Name & Title

Date



WELCOME TO THE VILLAGE OF
SOUTH JACKSONVILLE





MEMO

Date: March 8, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator

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

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

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

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

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

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

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

Thank you in advance for your time and attention

File Number: 21-FG-02

CITY OF WILMINGTON
FAÇADE IMPROVEMENT
GRANT PROGRAM APPLICATION

Received
AUG 19 2021
City of Wilming.

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

Property Owner: John Thayer Year Purchased: 2020

Business Name: Thayer Management Co

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

Applicant Name: John Thayer

Applicant Business Address: 8540 E Mallard Ln. Wilmington IL

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

Number of Store Fronts: 1

Total Anticipated Cost: \$ 15,000

Total Anticipated Grant Request: \$ 5,000

Description of proposed improvements: _____

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

All finished material will be neutral based colors.

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

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

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

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

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

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. .

*Attached elevations of proposed improvements (if available)


File Number: 21-FG-02

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



Applicant Signature

8/18/2021
Date



Property Owner Signature

8/18/2021
Date

Please return completed application to:

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

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

File Number: 21-FG-02

INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE

(Attached)



Checklist of Items that must be submitted

- Completed and signed application
- Proof of Ownership
- Lease Agreement (if applicable)
- Renovation Plans
- Contractor Agreements
- Architect Agreement (if applicable)

BILL OF SALE

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

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

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

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

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

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



EXHIBIT A
CITY OF WILMINGTON
FAÇADE IMPROVEMENT GRANT PROGRAM

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

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

Address: 8540 E Mallard Ln

City: Wilmington State: IL Zip: 60481

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

Name of Business: Thayer Management Co

Project Address: 204 N. Water St. Wilmington IL

Property Index Number: 17-25-312-007

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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[SIGNATURE PAGE TO FOLLOW]

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

PROPERTY OWNER

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

CITY OF WILMINGTON

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

ATTEST:

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

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



Sales Order

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

Date
Order #

01/23/2023
SO151223

Bill To

CASH42
7542 WEST 73RD STREET
BRIDGEVIEW IL 60455
United States

PO #

Subsidiary
Sales Rep
Ship Date
Tax Exempt #

JOHN THAYER - 708-336-0639
Illinois Brick
Edyta Galarowski
01/23/2023

Driving Directions

Job Description

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

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

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



Invoice [1099]



LUDWIG GLASS
COMMERCIAL GLASS & ALUMINUM

Date:
March 2, 2023

Bill To:
JS: 204 N. Water St,
Wilmington, IL 60481

Contact Information:
John Thayer
(708)-336-0639
john@johnthayer.co
Terms: Net 30 Days

Quantity	Description	Size	Total
1	Commercial storefront with dark bronze aluminum framing and 1" clear tempered glass. Storefront to include one door, four windows, and all standard hardware.		\$7,500.00
** Paid In Full**			
Subtotal			\$7,500.00
Sales Tax			\$0.00
Deposit			\$7,500.00
Total Due			\$0.00

PLEASE MAKE ALL PAYMENTS OUT TO LUDWIG GLASS.

Tel: 773-401-1490
Fax: [Fax]

Email: Ludwig.glass.llc@gmail.com
Web: ludwigglass.com



Customer Quote

2/17/2023, 10:23 AM CST

Sales Person LNB6AF

Store Phone # (815) 725-6301

Store # 6925

Location 621 BROOKFOREST AVE, SHOREWOOD, IL 60404

Customer Information

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

THAYER CONSTRUCTION
8540 E MALLARD LN
WILMINGTON, IL 60481



Quote # H6925-217442

PO / Job Name waters st

Will Call

Will Call Details
TimberTech / Azek

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

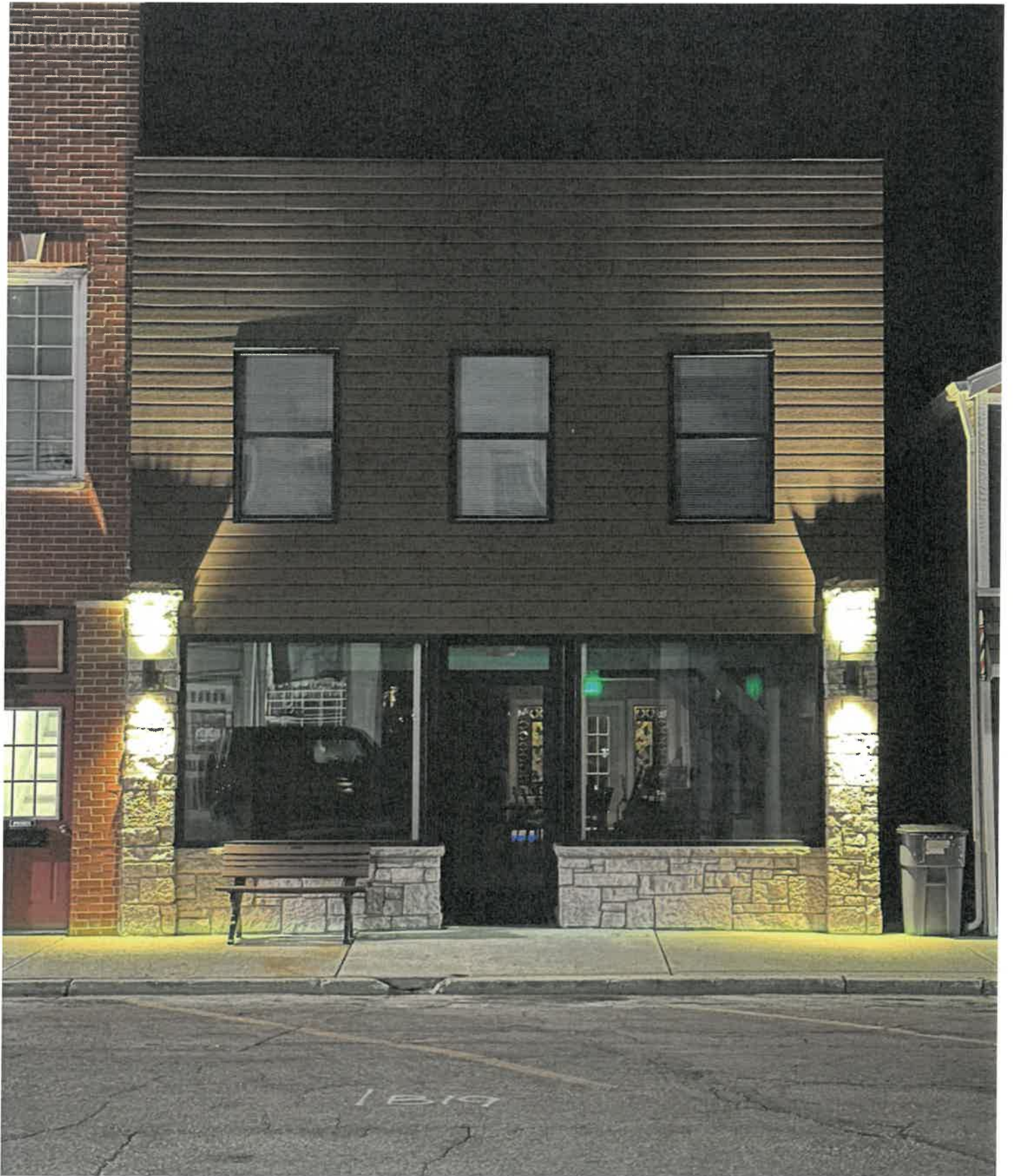
Alternate Pickup Person
JOHNNY THAYER

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

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

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







MEMO

Date: March 8, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator

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

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

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

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

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

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

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

Thank you in advance for your time and attention

File Number: 21-FG-04

CITY OF WILMINGTON
FAÇADE IMPROVEMENT
GRANT PROGRAM APPLICATION

Received

AUG 26 2021

City of Wilmington

Project Address: 208 N. WATER STREET

Property Owner: PATRICK BARON Year Purchased: 2020

Business Name: THE WATCH SHOP, LLC

Names of Tenant: N/A Lease Exp Date: _____

Applicant Name: PATRICK BARON

Applicant Business Address: PO Box 2714, JOLIET, IL 60434

Phone: 815-715-4091 Email: ARLAN777@GMAIL.COM

Number of Store Fronts: ONE

Total Anticipated Cost: \$ 12,300.00

Total Anticipated Grant Request: \$ 5,000.00

Description of proposed improvements: Remove and replace
six windows and entry door

*Attached elevations of proposed improvements (if available)

AUG 26 2021

City of Wilmington

File Number: 21-FG-04

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


Applicant Signature

8/26/21
Date


Property Owner Signature

8/26/21
Date

Please return completed application to:

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

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

Received

AUG 26 2021

City of Wilmington

File Number: 21-FG-04

INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE

SEE NEXT PAGE [✓] ~~Q~~

Received

AUG 26 2021

City of Wilmington



The WATCH SHOP



Checklist of Items that must be submitted

- Completed and signed application
- Proof of Ownership
- Lease Agreement (if applicable)
- Renovation Plans
- Contractor Agreements
- Architect Agreement (if applicable)

Received
AUG 26 2021
City of Wilmington

To: Fidelity National Title 815-726-8936

Received
AUG 26 2021
City of Wilmington

SETTLEMENT STATEMENT

SELLERS: Randy E. Hedden and Harriet Y. Hedden

BUYER: The Watch Shop, LLC

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

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

SALE PRICE:

Less:

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

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

BALANCE DUE SELLER: \$ _____

Buyers need: \$ _____

Earnest money \$ _____

Net due Seller: \$ _____

Buyers Funds: [REDACTED]

Received
AUG 26 2021
City of Wilmington

SETTLEMENT DISTRIBUTION

Checks To:

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

Total Disbursements \$ [REDACTED]

Dated: 1/3/2020

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

Approved:

R. E. Hedden
[Signature]

Harriet Yvonne Hedden

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

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

Total [REDACTED]

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

Received
AUG 26 2021
City of Wilmington

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

Federal Tax ID: 36-2857580

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

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

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

815-474-2492 CHERYL

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

Instructions:
KAWNEER ARCHITECTURAL METAL

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

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

RETURNS ON EACH SIDE OF DOOR:

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

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

Total:

Total: \$12,300.00



Received
AUG 26 2021
City of Wilmington

EXHIBIT A
CITY OF WILMINGTON
FAÇADE IMPROVEMENT GRANT PROGRAM

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

Address: PO Box 2714

City: JOLIET State: IL Zip: 60434

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

Name of Business: THE WATCH SHOP, LLC

Project Address: 208 N. WATER STREET

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

WITNESSETH

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City of Wilmington
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[SIGNATURE PAGE TO FOLLOW]

Received

AUG 26 2021

City of Wilmington

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

PROPERTY OWNER

By:

Name:

Patrick Baron
PATRICK BARON

CITY OF WILMINGTON

By:

Name:

Its: Mayor

Ben Dietz
Ben Dietz

ATTEST:

By:

Name:

Its: City Clerk

Joie Ziller
Joie Ziller

Approved by Council
on 09/07/2021

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

Page 1 of 2

WO # W240027

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

Federal Tax ID: 36-2857580

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

Bill To: WATCHS

Sold To: WATCHS

THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

815-474-2492 CHERYL

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

Instructions:

KAWNEER ARCHITECTURAL METAL

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

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

RETURNS ON EACH SIDE OF DOOR:

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

(2) OPENINGS CONNECTED BY 90 DEGREE CORNER KAWNEER PART

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

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

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

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

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

Page 2 of 2

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

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THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

THE WATCH SHOP
208 N WATER ST
WILMINGTON, IL 60481

815-474-2492 CHERYL

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

NET 30

On Account:

Customer's Signature: _____

Total: \$12,368.00

Balance: \$12,368.00



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

70-2277/719

3649

CHERYL GRATE BARON

DATE 12/22/2023

PAY TO THE ORDER OF

Moore Glass

\$: 6,000.00

Six Thousand - 00/100

DOLLARS

Heat Sensitive

Joliet, Illinois 60435



MEMO

THE WATCH SHOP

[Signature]

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

0000485450

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



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

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

0001108290

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

70-2277/719

3670

CHERYL GRATE BARON

DATE

2/13/24

PAY TO THE ORDER OF

Moore Glass

\$ 6,663.00

Six thousand six hundred sixty three DOLLARS

Joliet, Illinois 60435



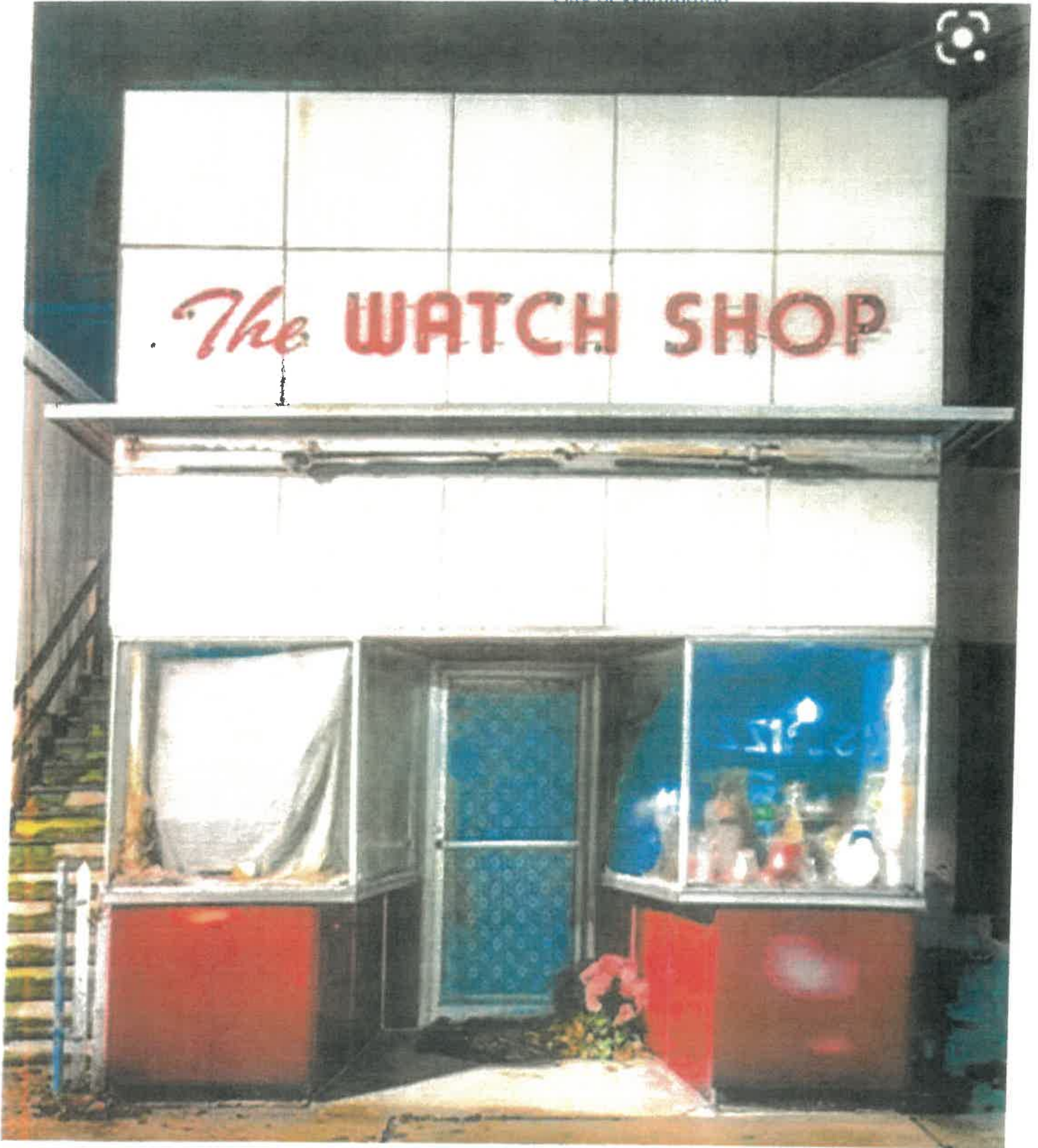
MEMO

I 240156, I 240157

[Signature]

Received
AUG 26 2021
City of Wilmington

BEFORE



AF 13



The WATCH SHOP

RETAIL SPACE
FOR RENT

Contact Cheryl
815-474-2492

MINUTES AND RESOLUTION OF MEMBERS OF
THE WATCH SHOP LLC

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

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

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

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

LEGAL DESCRIPTION ATTACHED HERETO

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

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

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

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

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

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

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

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


Patrick A. Baron


Cheryl Grate Baron

To: Fidelity National Title 815-726-8936

Received
AUG 26 2021
City of Wilmington

SETTLEMENT STATEMENT

SELLERS: Randy E. Hedden and Harriet Y. Hedden

BUYER: The Watch Shop, LLC

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

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

SALE PRICE:

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

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

BALANCE DUE SELLER: \$ [REDACTED]

Earnest money \$ [REDACTED]

Net due Seller: \$ [REDACTED]

Buyers need: \$ [REDACTED]

Buyers Funds: [REDACTED]

Received
AUG 26 2021
City of Wilmington

SETTLEMENT DISTRIBUTION

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

Dated: 1/3/2020

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

Approved:

R. E. Hedden
[Signature]

Harriet Yvonne Hedden
[Signature]

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

[REDACTED]
[REDACTED]
[REDACTED]

Total

Checklist of Items that must be submitted

- Completed and signed application
- Proof of Ownership
- Lease Agreement (if applicable)
- Renovation Plans
- Contractor Agreements
- Architect Agreement (if applicable)



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

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

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

Schedule subject to change

Heritage Corridor
Member Rate: **\$750**

Non-Member Rate: **\$1,000**

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

- Must commit by Monday, April 15, 2024 -



66 DAYS OF GIVEAWAYS ON ROUTE 66

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

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

PROMOTION BENEFITS

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

****Promotion dates are subject to change****

Heritage Corridor Member Rate

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

Heritage Corridor Non-Member Rate

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

Sign up today!

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

_____ agrees to participate in the aforementioned promotion.

Business Name

Signature

Print Name

Date

- Must Commit by Friday, April 26th. -





City of Wilmington Police Department

Departmental Memorandum

To: Honorable Mayor Dietz and City Council
From: Chief Adam Zink
Subject: Monthly Status Report – February 2024

During the month the patrol division had the following activity:

- 7 Pedestrian/Suspicious Stops were conducted
- 290 Business (Walk and Talk) Checks (officers entering businesses during normal hours)
- 10001 Premise Checks (officer checking cursory checks of businesses after hours)
- 5 misdemeanor and/or warrant arrests
- 0 felony arrests
- 135 written traffic citations
- 161 written traffic warnings
- 7 compliance/parking (local ordinance) tickets
- Officers handled an additional 377 calls for service and wrote 47 related reports.
- 18 trucks were weighed based on a suspicion of being overweight and fined accordingly

Investigations Division had the following activity:

- Closed (14) cases: 7 administratively, 1 referred, 2 uncooperative victim, 4 denied prosecution
- Added (11) new cases; continued background investigations for new hires

Training:

- (10) officers received firearm training on 4 training days – 20 drills completed.
- Each officer participated in 22 Lexipol daily training scenarios.
- All members have completed one PLI online training course (approximately two hours in length) on the topic of "New Illinois Laws for 2024"
- Several important certifications this month, including: Animal Cruelty, Use of Force, Juvenile Interrogation, DWI Detection, and our new Detective was certified as a Lead Homicide Investigator.

Administration:

- Hiring process continues; background investigations in progress for part time officer, lateral hire, and final candidates on the standard hiring list
- Accreditation: process continues, mock evaluation is underway through ILEAP
- Chiefs met with Coalition to assist with gathering data for their grant application
- Attended IL Pipeline Safety program on 2/28
- Met with Local 150 leadership to discuss future plans, potential training opportunities
- Accepted resignation from Officer Curtis Knippen, effective 3/8/24

Truck Enforcement

WILMINGTON PD TRUCK REPORT: FEBRUARY 2024

<u>DATE</u>	<u>VIOLATION</u>	<u>LBS EXCESS</u>	<u>FINE/ BOND</u>	<u>TRAFFIC ASSESSMENT</u>	<u>LOCATION</u>	<u>CITATION TYPE</u>	<u>OFFICER</u>
2/2/2024	OW - Registrati	41,060	\$1,490	\$260	Rt 53/Stripmine	UTC	Rourke 109
2/2/2024	OW - Axles	19,140	\$5,850	\$260	Rt 53/Kankakee	UTC	Rourke 109
2/5/2024	OW - Axles	19,060	\$5,850	\$260	New River Rd/B	UTC	Rourke 109
2/8/2024	OW - Axles	4,040	\$850	\$260	Lorenzo Rd/Gra	UTC	Rourke 109
2/8/2024	OW - Axles	8,020	\$2,550	\$260	Lorenzo Rd/Gra	UTC	Rourke 109
2/13/2024	OW - Axles	2,400	\$270	\$260	New River Rd/R	UTC	Rourke 109
2/20/2024	OW - Registrati	11,200	\$1,302	\$260	New River Rd/K	UTC	Rourke 109
2/22/2024	OW - Registrati	5,100	\$342	\$260	Rt 53/Kankakee	UTC	Rourke 109
2/22/2024	OW - Axles	2,580	\$330	\$260	Lorenzo Rd/Elio	UTC	Rourke 109
2/22/2024	OW - Registrati	31,520	\$942	\$260	Rt 53/New River	UTC	Rourke 109
TOTAL			\$19,776				

Code Enforcement

Joey Crist
Code Enforcement
February 2024

NEW Work orders created – 48

COMPLETED Work orders – 42 (some work orders have more than one issue)

IPMC (Property Maintenance) - 5

Garbage / debris – 4

Parking Complaint – 2

Assist to City Hall – 3

Golf Cart / Safety Inspection – 8

Citizen Assist / Information – 6

Signage complaint – 10

Burning complaint – 2

Permit checks - 4

IN PROGRESS Work orders – 2

WO 2702 – Dottie’s Porch – Signage complaint. No contact. Business was closed.

WO2691 – 114 S Joliet St – Bush over sidewalk. Letter sent 02/26/24.

WO 2690 – 215 N Mitchell St. – Parking Complaint. Was given until 03/04/24 to get truck moved.

WO 2689 – 406 S East St – Abandoned vehicle. No contact w/home owner as of 02/27/24

WO 2674 – 209 S Main, #6 – Property Maintenance. Attempted contact with Property owner via TX with negative results. Sending letter.

WO 2631 – 432 Railroad St – Garbage / 2 Abandoned vehicles. Property owner passed on 02/19/24. Will attempt contact with family.

ON HOLD Work Orders – 6

WO 2446 – 1103 N Kankakee St – No siding.

WO 2445 – 520 E Baltimore St – No siding.

WO 2256 – 101 N McIntyre St – Garage falling down

WO 1982 – 214 Bridge St – Fence in disrepair. Eviction in progress.

WO 1721 – 202 S Water St – Property Maintenance complaint.

WO 1244 – 216 N First St – Gravel in residential zoned area.

It should be noted, WO’s in HOLD Status have been forwarded to Building Inspector for further review.



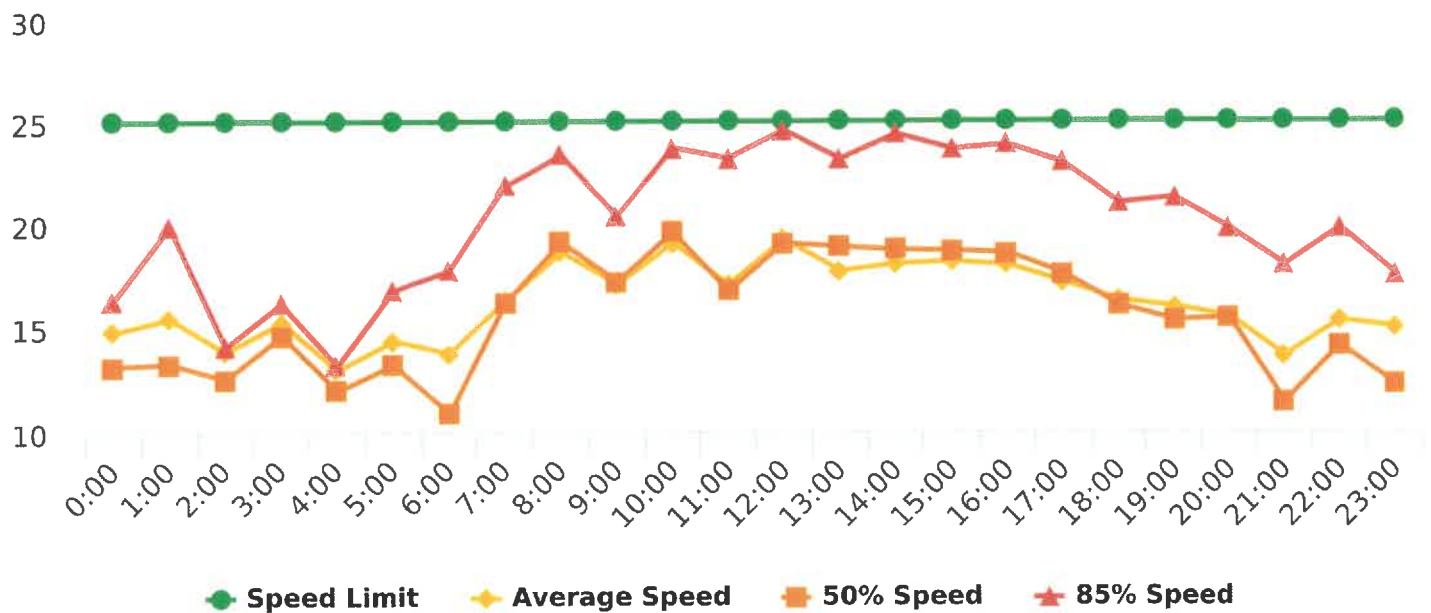
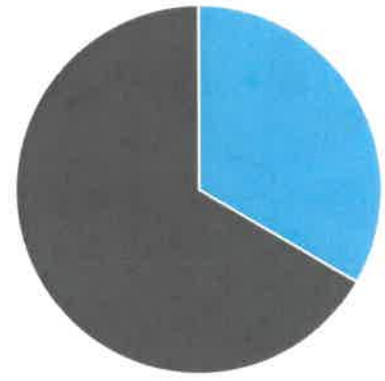
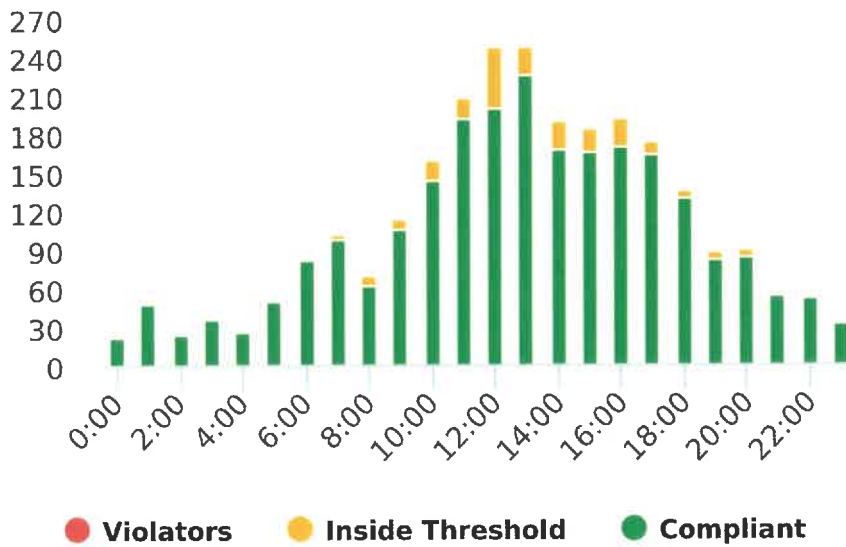
Start: 2024-02-01
 End: 2024-02-13
 Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
 Speed Range: 1 to 150

Overall Summary

Total Days of Data: 13
 Speed Limit: 25
 Average Speed: 17.15
 50th Percentile Speed: 17.07
 85th Percentile Speed: 22.1
 Pace Speed Range: 13-23

Minimum Speed: 5
 Maximum Speed: 48
 Display Mode: Single Message
 Average Volume per Day: 204.4
 Total Volume: 2657





Extended Speed Summary

Vista Dr/Stough Cir, SB

Start: 2024-02-01

End: 2024-02-13

Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Single Message	25	24	0	0.0%	1.8	0.0	7	29	14.8	13.2	16.4	29.1%
1:00	Single Message	25	49	1	2.0%	3.8	0.1	7	36	15.5	13.3	19.9	34.8%
2:00	Single Message	25	25	0	0.0%	1.9	0.0	7	34	13.8	12.5	14.1	36.0%
3:00	Single Message	25	38	0	0.0%	2.9	0.0	5	34	15.3	14.6	16.2	34.2%
4:00	Single Message	25	26	0	0.0%	2.0	0.0	5	24	13.0	12.0	13.2	26.8%
5:00	Single Message	25	51	0	0.0%	3.9	0.0	9	23	14.4	13.2	16.8	25.3%
6:00	Single Message	25	83	0	0.0%	6.4	0.0	5	26	13.8	10.9	17.8	41.0%
7:00	Single Message	25	103	0	0.0%	7.9	0.0	5	28	16.3	16.2	21.9	31.1%
8:00	Single Message	25	71	0	0.0%	5.5	0.0	5	30	18.7	19.2	23.4	21.2%
9:00	Single Message	25	114	0	0.0%	8.8	0.0	5	34	17.1	17.2	20.4	30.6%
10:00	Single Message	25	160	0	0.0%	12.3	0.0	5	29	19.1	19.6	23.7	28.7%
11:00	Single Message	25	208	0	0.0%	16.0	0.0	5	33	17.1	16.8	23.2	33.1%
12:00	Single Message	25	249	1	0.4%	20.8	0.1	5	36	19.3	19.1	24.6	31.8%
13:00	Single Message	25	250	1	0.4%	20.8	0.1	5	36	17.7	18.9	23.2	34.1%
14:00	Single Message	25	190	0	0.0%	15.8	0.0	5	33	18.1	18.8	24.4	30.2%
15:00	Single Message	25	187	2	1.1%	15.6	0.2	5	48	18.2	18.7	23.6	28.4%
16:00	Single Message	25	193	0	0.0%	16.1	0.0	5	31	18.0	18.6	23.9	30.5%
17:00	Single Message	25	175	1	0.6%	14.6	0.1	5	38	17.2	17.6	23.0	34.3%
18:00	Single Message	25	137	0	0.0%	11.4	0.0	5	32	16.3	16.1	21.0	35.8%
19:00	Single Message	25	88	0	0.0%	7.3	0.0	5	27	16.0	15.4	21.3	40.9%
20:00	Single Message	25	91	0	0.0%	7.6	0.0	5	35	15.5	15.4	19.8	48.5%
21:00	Single Message	25	56	0	0.0%	4.7	0.0	5	33	13.6	11.4	18.1	58.8%
22:00	Single Message	25	53	0	0.0%	4.4	0.0	6	27	15.3	14.1	19.8	41.7%
23:00	Single Message	25	36	1	2.8%	3.0	0.1	6	36	15.0	12.2	17.6	36.1%
Total Volumes/ Avg			2657	7	0.3%	215.3	0.7	5	48	16.2	15.6	20.3	34.3%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			2657	7	0.3%	215.3	0.7	5	48	16.2	15.6	20.3	34.3%



Start: 2024-02-01

End: 2024-02-13

Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

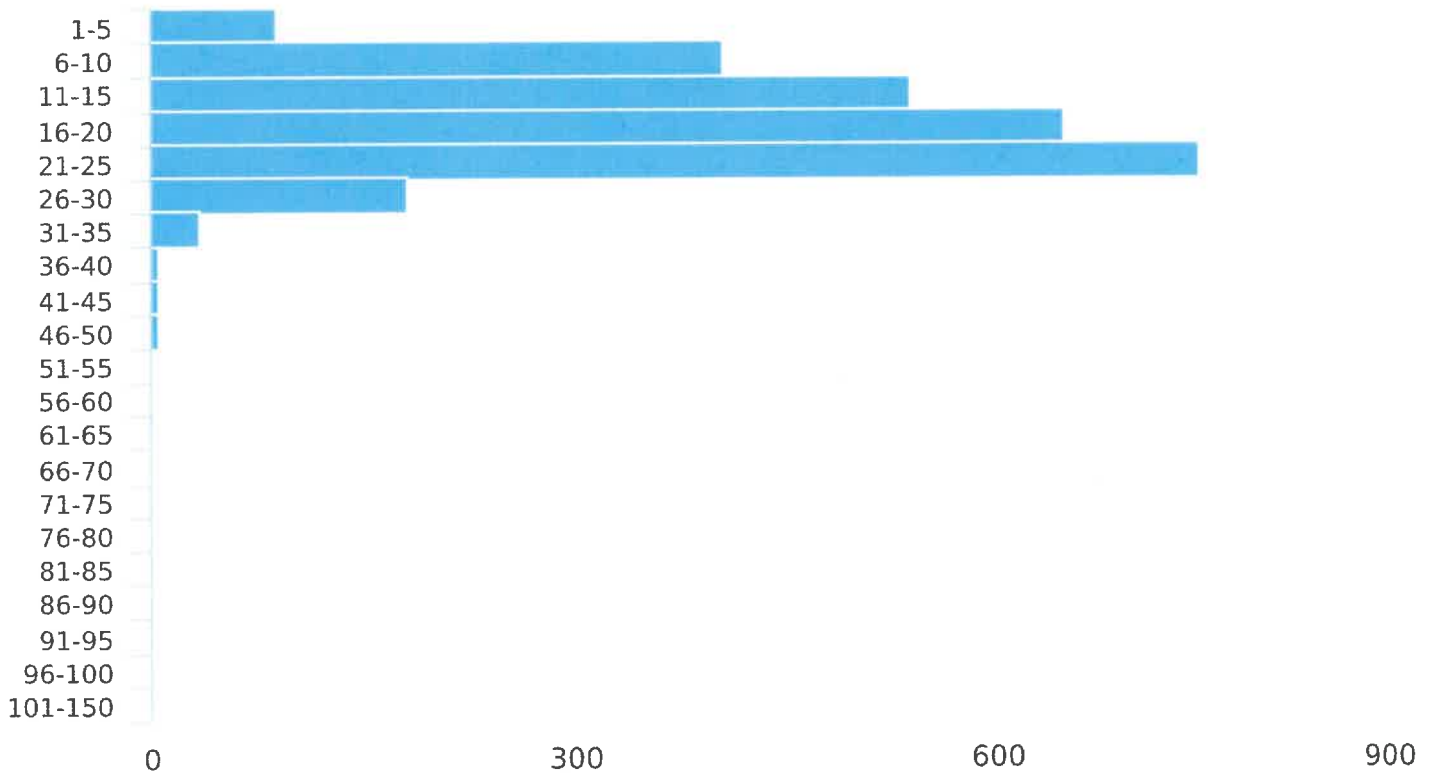
Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	2	15	2	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	24
1:00	0	6	24	4	14	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	15.7	49
2:00	0	4	16	0	4	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.0	25
3:00	1	6	15	6	9	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.3	38
4:00	1	2	19	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12.8	26
5:00	0	7	27	9	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.4	51
6:00	5	16	39	4	18	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.6	83
7:00	2	22	24	14	37	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.3	103
8:00	3	6	9	22	23	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18.6	71
9:00	3	17	18	36	33	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17.2	114
10:00	5	17	11	56	56	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19.1	160
11:00	6	40	28	54	64	14	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17.3	208
12:00	3	29	39	63	67	38	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0	19.3	249
13:00	9	43	29	75	70	14	9	1	0	0	0	0	0	0	0	0	0	0	0	0	0	17.6	250
14:00	8	26	28	44	62	17	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18.3	190
15:00	11	22	29	41	64	16	2	0	1	1	0	0	0	0	0	0	0	0	0	0	0	18.3	187
16:00	9	24	24	57	57	21	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18.1	193
17:00	8	20	37	42	57	10	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	17.3	175
18:00	6	25	25	39	36	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.3	137
19:00	3	18	17	25	20	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.1	88
20:00	5	17	21	28	14	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.7	91
21:00	2	19	15	10	8	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.6	56
22:00	0	13	13	13	13	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.5	53
23:00	0	6	18	5	4	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	14.9	36
Total	90	407	540	649	746	183	35	5	1	1	0	0	0	0	0	0	0	0	0	0	0	17.2	2657



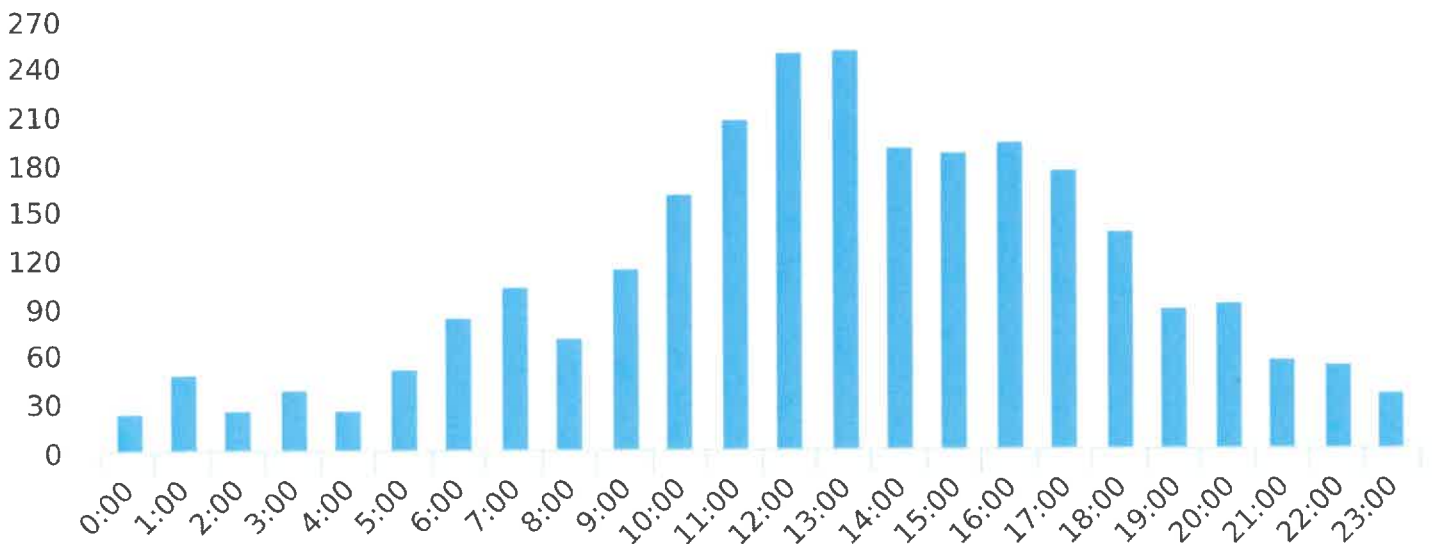
Start: 2024-02-01
End: 2024-02-13
Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time





Start: 2024-02-01
 End: 2024-02-13
 Times: 0:00:00-23:59:59

Volume by Time

Vista Dr/Stough Cir, SB

Speed Bins: Size 10, Range 1 to 150
 Time View: By Day (Total Volumes)

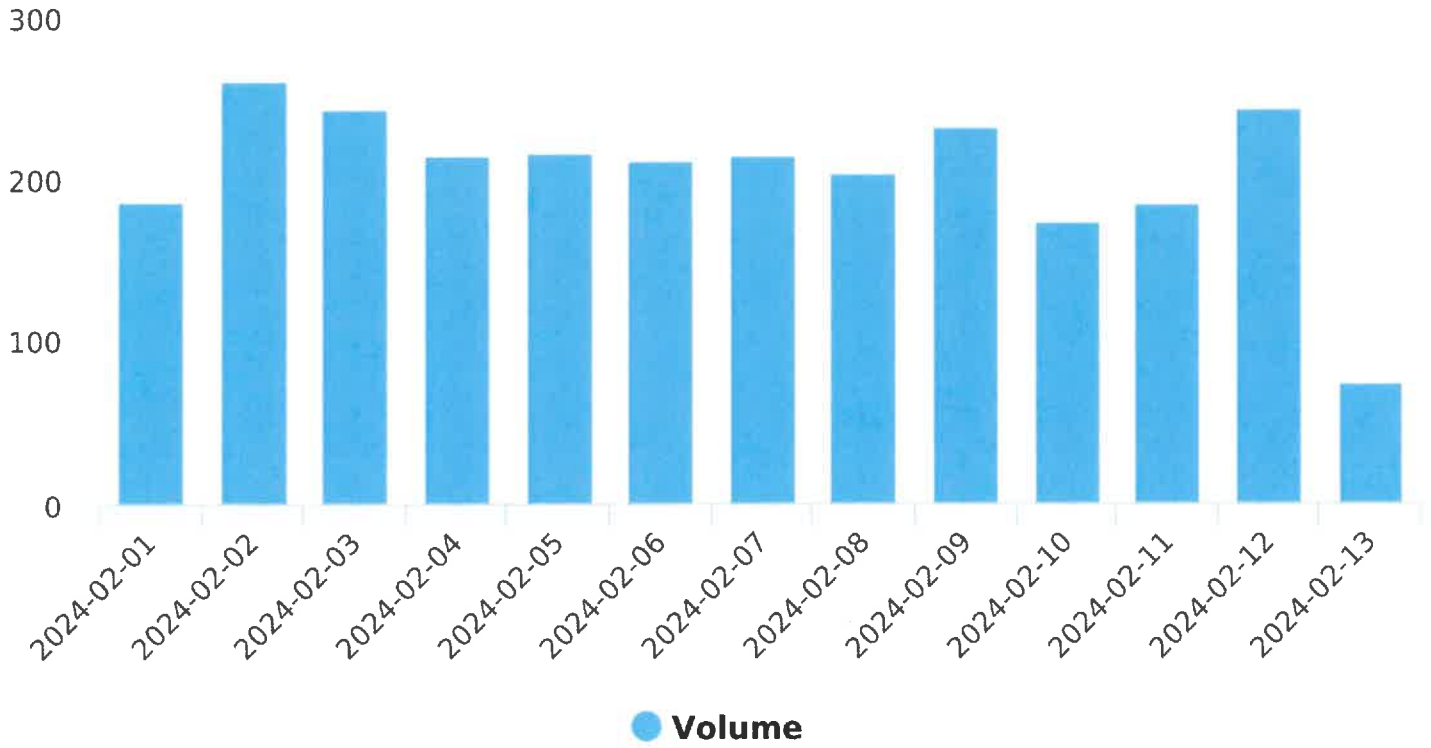
Date	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
02-01	2	3	1	3	2	1	3	5	2	6	19	19	12	24	9	14	10	7	6	8	25	2	1	2	186
02-02	3	2	0	3	0	1	1	9	3	22	12	25	26	26	23	14	16	23	19	7	8	2	12	4	261
02-03	6	8	7	4	12	10	13	17	3	8	11	20	23	12	11	14	15	10	8	12	6	3	2	8	243
02-04	2	8	4	3	5	11	15	5	2	4	11	15	26	21	12	13	15	14	9	5	2	8	2	2	214
02-05	2	6	5	5	0	4	2	10	7	9	12	15	18	32	13	13	14	14	16	6	5	4	2	2	216
02-06	1	3	2	1	2	2	7	4	8	9	8	13	17	14	15	21	18	24	18	3	7	4	6	5	212
02-07	4	6	3	6	0	3	4	10	9	9	15	15	13	13	23	16	12	15	18	11	5	3	1	0	214
02-08	0	1	0	1	0	2	3	6	5	5	15	11	21	32	23	20	16	14	10	4	8	5	2	0	204
02-09	0	0	0	0	0	1	9	5	8	12	10	14	26	20	16	22	26	17	12	7	11	4	6	6	232
02-10	0	0	1	3	0	1	1	3	4	6	9	13	25	18	14	16	14	15	6	10	6	4	3	1	173
02-11	0	3	1	0	0	1	2	5	6	11	14	13	18	21	13	7	23	9	2	5	4	9	14	4	185
02-12	3	5	0	2	1	11	14	18	9	6	14	18	24	17	18	17	14	13	13	10	4	8	2	2	243
02-13	1	4	1	7	4	3	9	6	5	7	10	17	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	74
Total	24	49	25	38	26	51	83	103	71	114	160	208	249	250	190	187	193	175	137	88	91	56	53	36	2657



Start: 2024-02-01
End: 2024-02-13
Times: 0:00:00-23:59:59

Speed Bins: Size 10, Range 1 to 150
Time View: By Day (Total Volumes)

Daily Total Volume





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-459421-45342.012BH

Issued: 02/19/2024

Quote Expiration: 03/28/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 122774

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Wilmington Police Dept. - IL 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: 8154762813 Email: jdole@wilmington-il.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$98,040.00
ESTIMATED TOTAL W/ TAX	\$98,040.00

Discount Summary

Average Savings Per Year	\$5,333.74
TOTAL SAVINGS	\$26,668.70

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$19,608.00	\$0.00	\$19,608.00
May 2025	\$19,608.00	\$0.00	\$19,608.00
May 2026	\$19,608.00	\$0.00	\$19,608.00
May 2027	\$19,608.00	\$0.00	\$19,608.00
May 2028	\$19,608.00	\$0.00	\$19,608.00
Total	\$98,040.00	\$0.00	\$98,040.00

Resolution No. 2024-04

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

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

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

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

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

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

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

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

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

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

Approved this 20th day of March 2024

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk



City of Wilmington Police Department

Adam Zink, Chief of Police

To: Chief Zink

From: Deputy Chief Dole

Re: Fujitsu Lifebook & Fujitsu Stylistic Tablet Disposals

Date: 02/29/24

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

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

WILMINGTON EMERGENCY SERVICES & DISASTER AGENCY

WILMINGTON ESDA

COMMITTEE REPORT

MARCH 12, 2024

Callouts:

2-3-24 Rehab/ Mutual Aid Braidwood Fire/ Structure Fire
2-16-24 Water Call/ Area 1 Club/ Boating Accident (Victim OK)

Upcoming Training:

3-16-24 Participating in missing person drill with several Search & Rescue teams from Northern Illinois along with Will County EMA at the Des-Plaines Conservation Area boat launch.
3-25-24 Creature Craft Training at Wilmington Dam with MABAS 15 Water Team.
3-21-24 Weather Spotter Class put on by National Weather Service.



"Coordinating the efforts of our members in a common course to protect the lives and property of the citizens we serve"

12/05/2023

RE: Updated IEMMAS Agreement

Dear IEMMAS Signatory,

Attached to this letter you will find a revised Illinois Emergency Management Mutual Aid System Agreement and a template resolution. As a Board we have been working on a revision to this agreement for well over a year. We have worked to ensure that our agreement was structured in a way that maximizes the flexibility of our assistance while incorporating modern best practices, and reflecting changes in the overall mutual aid landscape in Illinois.

Why is this agreement important? The updates to the agreement are a culmination of many aspects of the existing agreement becoming obsolete or no longer reflecting the way that we provide agency to agency support in emergency management. The previous agreement memorialized concepts such as the Mobile Support Team agreement, indemnification, and reimbursement that have since changed. For example, the changes to how the Mobile Support Teams are structured no longer include the local-to-local support that we have traditionally provided. Based on lessons learned from MABAS and ILEAS, the language regarding insurance, indemnification, and reimbursement has been modernized. This agreement is a critical piece in our ability to request or provide support in the way of personnel, equipment, or facilities to one another while ensuring that we have the legal framework in place to do so.

Why is this necessary? The emergency management community in our State is a tightknit group of people who are willing to help one another. Many of our neighbors may not have all the resources to respond to or recover from an emergency or disaster all on their own. Not every disaster is going to reach the level of a State declaration, and we need to be able to call on each other for assistance when necessary. This formalized document promotes the sharing of people and resources across jurisdictional boundaries.

How is it different from the previous agreement? This agreement is different from the previous version in a number of ways.

- Focuses on the whole of agency. This agreement provides more detail on what is considered emergency management personnel and assets. Where a jurisdiction may have equipment, staff, or facilities that fall under the control or management of emergency management this document takes those assets into account.
- Establishment of a governing body. Although IESMA's goal is to further the mission of emergency management, not all Counties and Municipalities who are signatories to the IEMMAS agreement are IESMA members. The new agreement establishes a governance structure for the oversight of emergency management mutual aid. IESMA will have a role in establishing this governing body and the initial governance structure, but the intent is for the IEMMAS governing body to self-determining.



"Coordinating the efforts of our members in a common course to protect the lives and property of the citizens we serve"

- Agreement between signatories. This agreement has a single signature line where each signatory agrees to be a party to the agreement along with every other entity that has signed the agreement. The previous agreement had three signatories which gave the impression that an agreement needed to be approved for it to be in effect. The new agreement is more flexible in the execution.

How will this be executed? Each signatory will need to adopt the new agreement by signature and resolution. Executed copies of the new agreement must be sent to the IESMA President for record keeping.

When do we want this done by? We would like the new agreement executed and returned to the IESMA President no later than December 1st, 2024. All previous agreements will be considered void as of December 1st, 2024.

If you have any additional questions, please feel free to reach out to your Regional Vice President or myself.

Thank you,

Michael Fleming
Illinois Emergency Services Management Association, President

Attachment A: Resolution Explanation

Attachment B: Resolution Example

Attachment C: IEMMAS Agreement

RESOLUTION 2024-05

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

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

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

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

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

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

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

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

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

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

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

EXECUTED and APPROVED this 20th day of March 2024

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT

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

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

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

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

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

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

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

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

SECTION ONE

Purpose

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

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

SECTION TWO

Definitions

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

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

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

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

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

SECTION THREE

Authority and Action to Effect Mutual Aid

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

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

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

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

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

Requesting Unit;

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

SECTION FOUR

Compensation for Aid

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

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

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

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

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

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

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

SECTION FIVE

Insurance

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

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

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

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

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

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

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

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

SECTION SEVEN

Liability

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

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

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

SECTION EIGHT

Term

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

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

SECTION NINE

Effectiveness

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

SECTION TEN

Binding Effect

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

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

SECTION ELEVEN

Validity

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

SECTION TWELVE

Notices

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

SECTION THIRTEEN

Governing Law

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

SECTION FOURTEEN

Execution in Counterparts

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

SECTION FIFTEEN

IEMMAS Board

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

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

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

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

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

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

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

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

elective IEMMAS Board membership.

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

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

SECTION SIXTEEN

Duties of the IEMMAS Board

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

SECTION SEVENTEEN

Rules and Procedures

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

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

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

SECTION NINETEEN

Amendments

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

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

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

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

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

EXHIBIT A

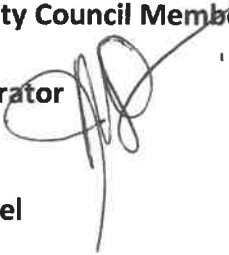




MEMO

Date: February 13, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

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

Re: Direction To Place An Ordinance Amending Section 74.02 Permitting Golf Cart Crossings at Baltimore and S. Park, Bridge, and Joliet Streets on the March 20, 2024 Agenda

Budget Impact: N/A

History: The City of Wilmington currently permits golf carts to be operated on the streets, highways and roadways under its jurisdiction. Section 74.02 of the Wilmington Municipal Code does not currently permit golf cart crossings across any state, county or township road unless at an intersection controlled by a traffic light or a four-way stop sign with a speed limit of thirty-five (35) miles per hour or less (see attached).

Staff Analysis:

In preparing for the Powering Safe Communities grant application, Staff took into consideration all modes of transportation at the two currently Illinois Department of Transportation approved crosswalks being Park/Bridge and Joliet Streets at Baltimore Street. This includes pedestrian traffic, bicycles, and golf carts (non-highway vehicle) as permitted under 625 ILCS 5/11-1426.1 of the Illinois State Statutes (see attached).

Section 625 ILCS 5/11-1426.1 Operation of non-highway vehicles on streets, roads, and highways specifically defines a golf cart as a non-highway vehicle. It further permits operation on streets posted at 35 miles per hour or less and **does not** prohibit a non-highway vehicle from crossing streets with a posted speed limit of 35 miles per hour or more. The City's ordinance is more restrictive than the state statute and therefore, needs to be amended to allow for golf cart crossings at the above referenced intersections.

Last summer the City Council had a discussion on the matter and determined that if the State of Illinois allows pedestrians to cross at Park/Bridge and Joliet Streets at Baltimore Street, a street which at both points is posted at 35 miles per hour, then those locations should also permit

bicycles, golf carts, and other non-highway vehicles. It was further discussed that this ordinance would be reconsidered at the time at which new crosswalk markings and signs are installed at those intersections. The markings were refreshed last year as part of the City's road program and the warning signals are scheduled to be installed by April 1st of this year.

Staff would like the Council to confirm whether golf cart crossings at these locations will be permitted.

Staff Request: Staff respectfully requests discussion and consideration to place the attached ordinance on the March 20, 2024 City Council Meeting Agenda.

74.02 Operating requirements.

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

- a. A person shall not drive or operate a golf cart or non-highway vehicle upon any roadway in the city of Wilmington without a valid driver's license.
- b. It is unlawful to drive or operate a golf cart upon or non-highway vehicle on any roadway in the city of Wilmington with a speed limit greater than thirty-five (35) miles per hour. Provided, however, a golf cart or non-highway vehicle may cross a roadway at an intersection where the roadway to be crossed has a posted speed limit of more than thirty-five (35) miles per hour.
- c. Any person driving or operating a golf cart or non-highway vehicle shall not cross any state, county or township road, toll road, interstate highway, or controlled access highway unless at an intersection controlled by a traffic light or a four-way stop sign and the speed limit of the highway to be crossed is thirty-five (35) miles per hour or less at the place of crossing; except- golf carts or non-highway vehicles at the intersection of E. Baltimore and Joliet Street, W. Baltimore and S. Park Street, and W. Baltimore and Bridge Street.
- d. A golf cart or non-highway vehicle shall only be driven or operated on roadways under the exclusive jurisdiction of the city of Wilmington unless the city has concurrent jurisdiction with another unit of government controlling the roadway and authorizes the same.
- e. A person who drives or is in actual physical control of a golf cart or non-highway vehicle while under the influence is subject Sections 11-500 through 11-502 of the Illinois Vehicle Code, including but not limited to Driving Under the Influence (625 ILCS 5/11-501) and Illegal Transportation or Possession of Alcoholic Liquor in a Motor Vehicle (625 ILCS 5/11-502), and applicable local ordinances.
- f. Golf carts and non-highway vehicles shall not be operated on sidewalks or other public property not accessible to or authorized for vehicular traffic.
- g. A person who drives or operates a golf cart or non-highway vehicle shall obey all traffic laws of the State of Illinois and the city of Wilmington with regard to the movement and operation of vehicles on the streets and roadways.
- h. It is unlawful to operate or drive any non-highway vehicle, as defined by Section 11-1426.1 of the Illinois Vehicle Code (625 ILCS 5/11-1426.1), besides a golf cart or non-highway vehicle, on any roadway in the city of Wilmington.

(Ord. 17-10-17-04, § 1, passed 10-17-17; Ord. No. 19-04-16-02, § 1, passed 4-16-19)

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(625 ILCS 5/11-1426.1)

Sec. 11-1426.1. Operation of non-highway vehicles on streets, roads, and highways.

(a) As used in this Section, "non-highway vehicle" means a motor vehicle not specifically designed to be used on a public highway, including:

- (1) an all-terrain vehicle, as defined by Section 1-101.8 of this Code;
- (2) a golf cart, as defined by Section 1-123.9;
- (3) an off-highway motorcycle, as defined by Section 1-153.1; and
- (4) a recreational off-highway vehicle, as defined by Section 1-168.8.

(b) Except as otherwise provided in this Section, it is unlawful for any person to drive or operate a non-highway vehicle upon any street, highway, or roadway in this State. If the operation of a non-highway vehicle is authorized under subsection (d), the non-highway vehicle may be operated only on streets where the posted speed limit is 35 miles per hour or less. This subsection (b) does not prohibit a non-highway vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(b-5) A person may not operate a non-highway vehicle upon any street, highway, or roadway in this State unless he or she has a valid driver's license issued in his or her name by the Secretary of State or by a foreign jurisdiction.

(c) No person operating a non-highway vehicle shall make a direct crossing upon or across any tollroad, interstate highway, or controlled access highway in this State. No person operating a non-highway vehicle shall make a direct crossing upon or across any other highway under the jurisdiction of the State except at an intersection of the highway with another public street, road, or highway.

(c-5) (Blank).

(d) A municipality, township, county, or other unit of local government may authorize, by ordinance or resolution, the operation of non-highway vehicles on roadways under its jurisdiction if the unit of local government determines that the public safety will not be jeopardized. The Department may authorize the operation of non-highway vehicles on the roadways under its jurisdiction if the Department determines that the public safety will not be jeopardized. The unit of local government or the Department may restrict the types of non-highway vehicles that are authorized to be used on its streets.

Before permitting the operation of non-highway vehicles on its roadways, a municipality, township, county, other unit of local government, or the Department must consider the volume, speed, and character of traffic on the roadway and determine whether non-highway vehicles may safely travel on or cross the roadway. Upon determining that non-highway vehicles may safely operate on a roadway and the adoption of an ordinance or resolution by a municipality, township, county, or other unit of local government, or authorization by the Department, appropriate signs shall be posted.

If a roadway is under the jurisdiction of more than one unit of government, non-highway vehicles may not be operated on the roadway unless each unit of government agrees and takes action as provided in this subsection.

(e) No non-highway vehicle may be operated on a roadway unless, at a minimum, it has the following: brakes, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a slow moving emblem (as required

of other vehicles in Section 12-709 of this Code) on the rear of the non-highway vehicle, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights, and turn signals. When operated on a roadway, a non-highway vehicle shall have its headlight and tail lamps lighted as required by Section 12-201 of this Code.

(f) A person who drives or is in actual physical control of a non-highway vehicle on a roadway while under the influence is subject to Sections 11-500 through 11-502 of this Code.

(g) Any person who operates a non-highway vehicle on a street, highway, or roadway shall be subject to the mandatory insurance requirements under Article VI of Chapter 7 of this Code.

(h) It shall not be unlawful for any person to drive or operate a non-highway vehicle, as defined in paragraphs (1) and (4) of subsection (a) of this Section, on a county roadway or township roadway for the purpose of conducting farming operations to and from the home, farm, farm buildings, and any adjacent or nearby farm land.

Non-highway vehicles, as used in this subsection (h), shall not be subject to subsections (e) and (g) of this Section. However, if the non-highway vehicle, as used in this Section, is not covered under a motor vehicle insurance policy pursuant to subsection (g) of this Section, the vehicle must be covered under a farm, home, or non-highway vehicle insurance policy issued with coverage amounts no less than the minimum amounts set for bodily injury or death and for destruction of property under Section 7-203 of this Code. Non-highway vehicles operated on a county or township roadway at any time between one-half hour before sunset and one-half hour after sunrise must be equipped with head lamps and tail lamps, and the head lamps and tail lamps must be lighted.

Non-highway vehicles, as used in this subsection (h), shall not make a direct crossing upon or across any tollroad, interstate highway, or controlled access highway in this State.

Non-highway vehicles, as used in this subsection (h), shall be allowed to cross a State highway, municipal street, county highway, or road district highway if the operator of the non-highway vehicle makes a direct crossing provided:

(1) the crossing is made at an angle of approximately 90 degrees to the direction of the street, road or highway and at a place where no obstruction prevents a quick and safe crossing;

(2) the non-highway vehicle is brought to a complete stop before attempting a crossing;

(3) the operator of the non-highway vehicle yields the right of way to all pedestrian and vehicular traffic which constitutes a hazard; and

(4) that when crossing a divided highway, the crossing is made only at an intersection of the highway with another public street, road, or highway.

(i) No action taken by a unit of local government under this Section designates the operation of a non-highway vehicle as an intended or permitted use of property with respect to Section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act.

(Source: P.A. 97-144, eff. 7-14-11; 98-567, eff. 1-1-14.)



City of Wilmington Public Works

To: Honorable Mayor Dietz and City Council Members
From: James Gretencord, Director of Public Works
Subject: February Director's Report
Date: March 12, 2024

City Crew:

- Completed 49 work orders.
- Began working at South Island Park to repair flood damage.
- Repaired sinkhole on Sea Sprite Lane.
- Repaired two water main breaks.
- Removed spoil piles and graveled around North Island Lift Station.
- Replaced OOS fire hydrant at Public Works Garage.

Sewer:

- On February 13th, Northwest Lift Station was returned to Com Ed power.
- Changed heater in Northwest Lift Station SCADA panel.
- Conducted sludge press operations.
- Completed 47 utility locates.
- Finalizing NPDES Permit Application.

Water:

- Completed UCMR-5 PFAS Federal testing requirement paperwork.
- Communicated with IEPA about turbidity and chlorine sampling during manual operations due to flooding.
- Cleaned and scraped Lime Slurry box.
- Flushed Nitrification Action Plan sites and tested for residuals.
- Worked on installing Booster Plant Pump with help from Sewer Dept.
- Completed 14 service orders, including 9-meter replacements.
- Completed approximately 50 red-tag postings.
- Finalizing Water Crew 1 job description for additional hire request FY25.
- Completed sampling for DBP, TOC, and Tritium.

Other:

- Seven employees attended Excavator Damage Prevention and Pipe Line Safety Class.
 - Two employees attended utility Cyber Security Training.
 - One employee attended Illinois Rural Water Association Conference.
 - One employee attended Will EMA Water/Wastewater Utility Disaster Training.
 - Met with insurance adjuster to review damage caused by flooding on 2/27.
 - The Department Foremen and I are working together to complete FY25 Budget.
 - The Main and Kankakee streets water main, sewer main, and road rehabilitation plans are being finalized. All plans will be put out to bid in April.
-



MEMO

Date: March 12, 2024

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: CMS CY2024-CY2025 Rock Salt Contract Joint Participant

Budget Impact: To Be Determined FY25 Road Salt

Request: Grant authority to the Public Works Director to enter into contracts, including joint participation agreements with the State of Illinois Central Management Services, to purchase road de-icing salt on behalf of the City of Wilmington.

Discussion: To procure salt through the CMS CY2024-CY2025 Rock Salt Contract Joint Participant, I will require authorization to enter into a contractual agreement to purchase 80% of the requested salt by the end of the calendar year 2025. The purchase would be for treated road salt. I propose an allocation of 154 tons of treated road salt, meaning we would need to purchase a minimum of 123.2 tons but would be guaranteed up to 184.8 tons. Municipalities on the State contract are guaranteed the salt first, even during shortages. This procurement will be budgeted for in FY25.

Motion: Grant authority to the Public Works Director to enter into contracts, including joint participation agreements with the State of Illinois Central Management Services, to purchase road de-icing salt on behalf of the City of Wilmington.

Thank you in advance for your consideration of this request.

CMS CY2024-CY2025 Rock Salt Contract Joint Participant

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

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

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

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

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



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* Indicates required question



Email *

JGretencord@wilmington-il.gov

What is the name of your Governmental Unit? *

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

Wilmington City of,

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

Yes

No

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*** Indicates required question**

Purchasing Authority Acceptance

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

Yes

No

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CMS CY2024-CY2025 Rock Salt Contract Joint Participant

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*** Indicates required question**

Rock Salt Information for CY24-25

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

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

745 Widows Road Wilmington Il, 60481

In what County is the Ship To Address located? *

Will



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

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

1165 S. Water Street Wilmington Il, 60481

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

James Gretencord

What is the Contact Person's Title? *

Director of Public Works

What is the Contact Person's telephone number? *

779-801-2127

What is the Contact Person's email address? *

JGretencord@wilmington-il.gov

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

154



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

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

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

80%

100%

Certificate of Authority *

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

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

[↑ Add file](#)

Printed Name of Authorized Signature *

Please enter Last Name, First Name

Your answer



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

*

Yes, I certify.

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

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Certificate of Authority by Vote

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

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

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

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

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

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

Dated: _____

Attest: _____
(Name & Title)

Certificate of Authority by Bylaws

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

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

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

(List title or position)

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

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

Dated: _____

Attest: _____

(Name & Title)