



11. Buildings, Grounds, Parks, Health & Safety

*Co-Chairs Alderman Jeffries & Alderman Smith*

- a. Request for Authorization of Intergovernmental Agreement with the Will County Forest Preserve District to Apply for a Boat Access Area Development Grant
- b. Other Pertinent Information

12. Water, Sewer, Streets & Alleys

*Co-Chairs Alderman Vice & Alderman Holmes*

- a. Director of Public Works Monthly Summary Report
- b. Approval of 301 N. First Street Sanitary Sewer Repair
- c. Approval Payment of Work Order Software (Brightly) in the amount of \$6,445.25
- d. Adoption of an Ordinance Authorizing a CDL Training Reimbursement Agreement with AFSCME
- e. Authorization to Purchase 6 Commercial Water Meters in the amount of \$9,162.66
- f. Authorization to Rent Compact Track Loader in the amount of \$7,000
- g. Authorization to Purchase 120 Tons of Hot Mix in the amount of \$7,000
- h. Other Pertinent Information

13. Personnel & Collective Bargaining

*Co-Chairs Alderman Mietzner & Alderman Holmes*

- a. The City of Wilmington Hiring Process (Ald. Smith)
- b. Consideration of Mayor's
- c. Other Pertinent Information

14. Adjournment

**The next Committee of the Whole meeting is scheduled for Tuesday, May 9, 2023, at 5:30 PM.**

**Minutes of the Committee of the Whole**  
**Wilmington City Hall**  
**1165 South Water Street**  
**March 14, 2023**

**Call to Order**

The Committee of the Whole meeting on March 14, 2023 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":

**Aldermen Present** Kirwin, Vice, Knight, Allred, Mietzner, Smith

**Aldermen Present** Jeffries, Holmes

**Quorum**

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

**Other Officials in Attendance**

Also, in attendance were the City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief of Police Adam Zink, Public Works Director James Gretencord, and Deputy City Clerk Joie Ziller.

**Approve Previous Meeting Minutes**

Alderman Knight made a motion and Alderman Mietzner seconded to approve the February 14, 2023 meeting minutes and have them placed on file. Upon the voice vote, the motion carried.

**Public Comment**

No public comment was made.

**Catfish Days Committee**

Kirsten Van Duyne provided an update on this year's Catfish Days.

Consideration to Approve the No Decision Performance Agreement was moved to the City Council meeting for full approval at the March 21<sup>st</sup> meeting.

Consideration to Approve the Portable Stage Rental Agreement was moved to the City Council meeting for full approval at the March 21<sup>st</sup> meeting.

**Mayor's Report**

Mayor Dietz reminded the Aldermen that the "Public Comment" portion of the agenda should remain just that during the meetings. Mayor Dietz encouraged the Aldermen to reach out to Staff with questions prior to meetings so they have time to research and gather the correct response.

### **Administrator's Report**

City Administrator Smith stated she recently attended a meeting and spoke with representatives from Will County in an attempt to start the Dial-a-Ride program.

### **Building Inspector's Report**

The Building Inspector's report was provided in the agenda packet. No further discussion was had regarding this report.

### **Police & ESDA**

*Co-Chairs Alderman Mietzner & Alderman Allred*

#### **Chief of Police Monthly Summary Report**

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

#### **Consideration to Approve the Fee for Participating Agencies to Utilize Wilmington Police Range**

The Committee reviewed Chief Zink's memo regarding the Wilmington Police Range usage by outside agencies. The Committee is in favor of establishing a per-day usage fee of \$100 per day per agency. This will be voted on by City Council at their March 21, 2023 meeting.

#### **Director of ESDA Monthly Summary Report**

The Committee reviewed the ESDA Report that Director Housman distributed at the meeting. No further discussion was had regarding the report.

#### **Other Pertinent Information**

No other pertinent information was discussed.

### **Ordinance & License Committee**

*Co-Chairs Alderman Kirwin & Alderman Knight*

#### **Authorize an Exemption of City Code 150.89, Recreational Vehicles 722 Ridge Street**

The Committee reviewed the exemption from the residents listed above. After some discussion, the Committee agreed to grant the exemption and move this to the March 21, 2023 City Council meeting for full approval.

#### **Review Ordinance Amending the Ordinance to Encourage New Residential Construction and Economic Growth for the Citizens and City of Wilmington**

The Committee reviewed the draft ordinance as presented in the agenda packet. The Committee was in favor of moving this to the March 21, 2023 City Council agenda for full approval.

#### **Review Ordinance Amending the Ordinance Relating to Order of Business for City Council Meetings**

The Committee reviewed the draft ordinance as presented in the agenda packet. The Committee was in favor of moving this to the March 21, 2023 City Council agenda for full approval.

#### **Other Pertinent Information**

No other pertinent information was discussed.

## **Buildings, Grounds, Parks, Health & Safety Committee**

*Co-Chairs Alderman Jeffries & Alderman Smith*

### **Other Pertinent Information**

No other pertinent information was discussed.

## **Water, Sewer, Streets and Alleys Committee**

*Co-Chairs Alderman Vice & Alderman Holmes*

### **Director of Public Works Monthly Summary Report**

Director Gretencord briefed the Council on the monthly happenings within the department. This report was included in the agenda packet.

### **Review and Consideration of Alley Storm Sewer**

The Committee reviewed the proposal for an alley storm sewer addition between the 200 blocks of N. Water Street and Main Street. The Committee agreed to move forward with this project and will vote on it at March 21, 2023, City Council meeting for full approval.

### **Consideration to Approve the Purchase of Residential Water Meters from Utility Pipe sales in the amount of \$28,756**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the March 21, 2023 City Council agenda for full approval.

### **Approve the Purchase of a 2HP Pump from Metropolitan Industries Inc. for the North Island Lift Station in the amount of \$7,290**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the March 21, 2023 City Council agenda for full approval.

### **Approve the Purchase of a New 6HP Flygt Pump from Xylem in the amount of \$14,370.64**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the March 21, 2023 City Council agenda for full approval.

### **Approve the Proposal by Geosyntec Consultants to Conduct the Nutrient Assessment Reduction Plan not to exceed \$112,200**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the March 21, 2023 City Council agenda for full approval.

### **Consideration to Approve the Ordering of Two 2-ton Trucks from Rush Truck Centers**

The Committee reviewed the request from Director Gretencord to place the order for vehicles. The Committee granted permission for Director Gretencord to order the vehicles.

### **Discuss the Adoption of an Adopt-A-Highway Ordinance**

The Committee reviewed the draft ordinance as presented in the agenda packet. The Committee was in favor of moving this to the March 21, 2023 City Council agenda for full approval.

### **Discussion on Utility Billing**

The Committee was provided with a copy of the public notice dated March 1, 2023, regarding the annual water, sewer, & refuse rate increase. The Committee reviewed the Water Billing Dispute at 912 S.

Water Street memo as prepared by Director Gross. The Committee was in favor of issuing a sewer credit to Robyn Krug. This will be moved to the March 21, 2023 City Council agenda for full approval.

**Other Pertinent Information**

No other pertinent information was discussed.

**Personnel & Collective Bargaining Committee**

*Co-Chairs Alderman Mietzner & Alderman Holmes*

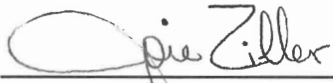
**Other Pertinent Information**

No other pertinent information was discussed.

**Adjournment**

The motion to adjourn the meeting was made by Alderman Mietzner and seconded by Alderman Knight. **Upon the voice vote, the motion carried.** The Committee of the Whole Meeting held on March 14, 2023, adjourned at 7:12 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



# City of Wilmington

1165 S. Water Street ■ Wilmington, IL 60481-1633  
Phone: 815-476-2175 ■ Fax: 815-476-9782 ■ [www.wilmington-il.com](http://www.wilmington-il.com)

## **MAYOR'S SUMMER YOUTH INTERNSHIP PROGRAM**

The City of Wilmington is providing students attending high school within Wilmington or college at Joliet Junior College an opportunity to be part of our workforce through the Mayor's Summer Youth Internship Program. Build your resume now and gain work experience during our 10-week paid summer internship program – June 5 through August 5. You will have the opportunity to:

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

### **Positions Available In -**

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

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

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

### **Minimum Qualifications -**

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

For more information, please contact Joie Ziller, Executive Secretary at [jziller@wilmington-il.com](mailto:jziller@wilmington-il.com) or 815-476-2175.

*The City of Wilmington is an equal opportunity employer.*

# MAD BOMBER

## FIREWORKS PRODUCTIONS

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

THIS SPECIALLY PREPARED PROPOSAL  
IS FOR THE

## CITY OF WILMINGTON ANNUAL INDEPENDENCE DAY CELEBRATION WILMINGTON, ILLINOIS

FRIDAY JUNE 30<sup>th</sup>, 2023

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

**TOTAL PRICE \$12,400.00**

**INCLUDES THE FOLLOWING:**

20 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

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

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

Crew of operators covered under Workman's Compensation.

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

Rain Dated during 2023 year.

Choreographed Display Production.

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# MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

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

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

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

1. Seller will present said Fireworks Display on the evening of the 30th day of JUNE 2023, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 210’ feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller. All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.

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

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

MAD BOMBER FIREWORKS PRODUCTIONS BUYER

By Dan P. Miller  
Sr. Vice President

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

Date 03-14-23

Date: \_\_\_\_\_

PERMIT #	DATE:	ADDRESS:	PROJECT TYPE:	VALUE:	COST:	PAID:
<b>MARCH</b>						
WI-23-027	3.15.23	210 N Mitchell	Finishing Loft Into Bedrooms	\$12,000.00	\$300.00	Pd
WI-23-028	3.9.23	1106 Park	Solar Installation	\$27,132.00	\$350.00	Pd
WI-23-029	3.9.23	116 W Kahler	Roof Replacement	\$5,625.00	\$200.00	Pd
WI-23-030	3.15.23	32849 Deer Ridge	Fence Replacement	\$12,000.00	\$200.00	Pd
WI-23-031	3.15.23	419 Laurel	Fire Restoration	\$35,000.00	\$640.00	Pd
WI-23-032	3.17.23	911 Wedgewood	Concrete Sidewalk	\$2,500.00	\$125.00	
WI-23--033	3.17.23	410 N Circle	Roof Replacement	\$10,300.00	\$200.00	Pd
WI-23-034	3.22.23	903 S. Buchanan	Window Replacement	\$5,681.00	\$150.00	Pd
WI-23-035	3.27.23	901 E KKK Rvr Dr	Roof Replacement	\$612,834.00	\$6,288.34	
WI-23-036	3.27.23	616 County	Fence Installation	\$3,036.00	\$150.00	Pd
WI-23-037	3.27.23	800 Wilshire Ct	Pool & Fence Installation	\$16,421.50	\$300.00	Pd
WI-23-038	3.28.23	32415 IL-53 S	Sign Installation	\$300.00	\$150.00	
WI-23-039	3.28.23	1141 Buchanan	Roof Replacement	\$39,000.00	\$525.00	Pd
WI-23-040	3.29.23	603 S Kankakee St	Fence Replacement	\$4,000.00	\$150.00	
WI-23-041	3.31.23	906 N Washington	Pool Replacement	\$4,000.00	\$150.00	
WI-23-042	3.31.23	19800 W Arsenal	Roof Replacement	\$1,514,550.00	\$15,795.50	
<b>Totals</b>				<b>\$2,304,379.50</b>	<b>\$25,673.84</b>	

# MAD BOMBER

## FIREWORKS PRODUCTIONS

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

THIS SPECIALLY PREPARED PROPOSAL  
IS FOR THE  
**CITY OF WILMINGTON**  
**ANNUAL CATFISH DAYS CELEBRATION**  
WILMINGTON, ILLINOIS

FRIDAY JULY 21st, 2023

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

**TOTAL PRICE \$6,000.00**

**INCLUDES THE FOLLOWING:**

10 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

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

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

Crew of operators covered under Workman's Compensation.

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

Rain Dated during 2023 year.

Choreographed Display Production.

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

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

1. Seller will present said Fireworks Display on the evening of the 21st day of JULY 2023, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of display.
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7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments Manually/Electronically Fired \_\_\_\_\_ Display price does not include local fire protection permit fees. RAIN DATE: \_\_\_\_\_ 2023.

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

MAD BOMBER FIREWORKS PRODUCTIONS

BUYER

By David P. Miller  
Sr. Vice President

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

Date 03-14-23

Date: \_\_\_\_\_



# City of Wilmington Police Department

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## Departmental Memorandum

To: Honorable Mayor Dietz and City Council Members  
From: Chief Adam Zink  
Subject: Monthly Status Report – March 2023

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### **During the month the patrol division had the following activity:**

- 4 Pedestrian/Suspicious Stops were conducted
- 147 Business (Walk and Talk) Checks (officers entering businesses during normal hours)
- 8801 Premise Checks (officer checking cursory checks of businesses after hours)
- 8 misdemeanor and/or warrant arrests
- 1 felony arrests
- 89 written traffic citations (up from 86 last month)
- 100 written traffic warnings (up from 75 last month)
- 2 compliance/parking (local ordinance) tickets
- Officers handled an additional 412 calls for service and wrote 57 related reports.
- 24 trucks were weighed based on a suspicion of being overweight and fined accordingly

### **Investigations Division had the following activity:**

- Closed sixteen (8) cases: 3 administratively, 1 No complaint from SA, 2 referred to other agency, 2 warrants issues
- (8) Cases are awaiting review/charges from the State's Attorney
- Added (13) new cases

### **Training:**

- (23) officers received firearm training – 58 drills, and 8 range days were utilized by visiting agencies.
- Officers participated in a total of 144 hours of off-site training, including 2 new FTO certifications
- Each officer participated in 24 Lexipol daily training scenarios.
- All members have completed one PLI online training course (approximately one (2) hour in length) on the topic of Miranda, Interrogations, and New Laws.

### **Administration:**

- Worked with the police commission to finalize the process for lateral-hiring
- Accreditation Policy and Procedure modifications continues. Policies updated and approved: Fiscal Management, Internal Affairs, Patrol Vehicles, Electronic Communication and I.T. Use
- Submitted application for ILEAP accreditation
- Completed negotiations with 209u to establish a partnership for hiring an SRO
- Submitted Grant application to IDOT for 2023 Speed Enforcement program
- Training: ITEA Conference, Dresden Nuclear Drill, CIT/Mental Health, Power DMS webinar
- Chief attended Executive Summit on Cyber Threats in Orland Park (3/13)
- Polar Plunge – 9 participants, \$1470 raised for Special Olympics

## Truck Enforcement March 2023

<u>DATE</u>	<u>VIOLATION</u>	<u>LBS OVER</u>	<u>FINE/ BOND</u>	<u>FEES</u>	<u>LOCATION</u>	<u>OFFICER</u>
3/7/2023	OW - Axle	2,060	\$270	\$260	Rt 53/Coal City Rd	Rourke 109
3/7/2023	No Valid Reg		\$100		Rt 53/New River Rd	Rourke 109
3/14/2023	Overlength		\$175		Stripmine Rd/Rt 129	Rourke 109
3/17/2023	OW - Bridge	4,620	\$950	\$260	Lorenzo Rd/Frontage Rd	Rourke 109
3/21/2023	OW - Reg	80,000	\$3,191	\$260	Peotone Rd/Rt 53	Rourke 109
3/21/2023	OW - Axle	2,940	\$330	\$260	Peotone Rd/Rt 53	Rourke 109
3/22/2023	OW - Gross	7,040	\$2,250	\$260	Stripmine Rd/Rt 129	Soucie 118
3/23/2023	OW - Gross	10,540	\$3,300	\$260	Lorenzo Rd/Graaskamp	Rourke 109
3/23/2023	OW - Gross	1,400	\$100	\$260	Rt 53/S Arsenal Rd	Rourke 109
3/29/2023	OW - Reg	38,700	\$1,302	\$260	Lorenzo Rd/Elion Blvd	Rourke 109
3/29/2023	OW - Reg	28,680	\$942	\$260	Lorenzo Rd/I-55	Rourke 109
3/29/2023	OW - Gross	1,180	\$100	\$260	Lorenzo Rd/Elion Blvd	Rourke 109
<b><u>TOTAL</u></b>			<b>\$13,010</b>	<b>\$2,600</b>		

## **CODE ENFORCEMENT MARCH 2023**

March 1-31, 2023

**TOTAL New Work Orders – 27**

6- In Progress

21- Completed

03/01/23 ATV / Golf Cart Safety Checks for 940 John St. and 647 S Outer Dr. Completed LEADS Certification and forwarded certificate to Heather Whyte and Maureen Surman for file.

03/02/23 Returned call to Lodi Vercelli; situation resolved. Meeting with Chief Zink regarding garages in area that need to be checked on and a house that kids are reported to be going in and out of that is supposed to be condemned. Met with Sgt Dole and Heather for MDT and quick overview.

03/03/23 started driving white Ford Edge. Met with WFPD Chief Zlomie at 119 N Water St. Burning complaint at 504 Van Buren Street. Met with John at that location. Researched information with regarding to getting property at 313 N Main St boarded up for safety.

03/06/23 Research information for 313 N Main Street. Owner info; Lien holder. Safety Check and baby seat installation at 731 Koala Court. ATV Safety check at 21562 Trick Circle.

03/07/23 Spoke with Rick Johnson in reference to potential variance for 213 N Water St. Advised that no variance would be available due to zoning restrictions. Also, forwarded request to Jeannine Smith. Responded to 1110 N Joliet St for missing puppy. Found pup and returned him to his house.

03/08/23 Conducted car seat safety check at City Hall. Provided additional information for car seat safety. Met with Ron Benge in reference to issues with neighbors on Turner Ln. Checked on complaint of “gutter garden” at 901 Laurel Street.

03/09/23 Met with Jayson Walinski reference issue at 313 N Main St. Recheck yards from Turner Ln complaint. Recheck parking complaint for 609 W Baltimore St. Advised concerned party that they are licensed and registered with the City to have vehicles parked there.

03/13/23 Working in City Chambers due to construction on office. Worked with Gary Fuqua with computer issues. Met with Jeannine Smith ref compliance tickets and procedure she wants to implement. Worked on complaints rec'd via email from Kim Jansen in the area of E. County Rd.

03/14/23 Put office back together; organize files. ATV safety check at 850 N Washington St. No fence complaints for 112 Daniels St and 616 E. County Rd.

03/15/23 met with Jayson Walinski ref issue at Valle's Produce. Spoke via TX with Jenny G. of Guardian Angels Adult Services. She is an advocate for the subject at 339 N First St, Apt. 4. On going issue with landlord, Cheryl Palen. Golf cart check at 509 Barnes Drive.

03/16/23 Created letters for falling down structures and weeds / grass violations for submission to Jeannine Smith for approval. 420 Jackson Street for RV complaint. Meeting with WFPD Chief Zlomie.

03/17/23 Met with Bud Kelso of 616 E County Rd regarding fence for yard. Met with James Gretencord with regard to getting fuel at the City Garage for codes and set up in the system. Responded to 116 W. Kahler for an unregistered contractor complaint.

03/20/23 Created letter for ordinance violation for having a pool without proper fencing requirements. Worked on 3 stages of letters to submit to Jeannine for review. Also, sent them to Chief Zink and Sgt Brimer. Rechecked status of some work orders.

03/21/23 Took report of solicitor complaint from Grace Lutheran Church at 907 Luther Drive. Forwarded information to Sgt. Brimer. Went to JCM. Checked in with Doug Turnquist of 339 N First St with regard to his potty. Still nothing yet. Look up information for KAV Development.

03/23/23 Created file for RV's with exemptions. Sent certified letter to Edward Crawford with reference to his garage. Spoke with Nick of Ellis Enterprises with regard to a permit to cut down a tree. Attended the Adjudication Hearing.

03/24/23 Checked back with D. Turnquist. Rechecked complaint from 211 N Water St. Composed compliance request letters for 113 N Washington, 406 S Circle Dr and 313 N Main St. Worked on items for job description; created "example" file. Golf Cart safety check at 412 E Kankakee River Dr.

03/27/23 Spoke with Ed Crawford about issues with 101 N McIntyre St. Ongoing legal issues. Sent out certified letters for 406 S Circle, 113 N Washington and 313 N Main St. Rechecked status of work orders. 616 E County got a permit for building a fence. Had to leave City Hall early due to ServePro spraying chemicals. Phone meeting with Chief Zlomie. Meeting with Jeannine Smith.

03/28/23 Rec'd complaint with regard to Fox's Pizza. Researched zoning information and occupancy for Fox's. Attended Reporting with Confidence webinar.

03/29/23 Met with Chief Zlomie for particulars with regard to Fox's Pizza complaint. Issues with Knox Box compliance. Electric chairlift at Fox's without inspection. Living quarters established above restaurant. Research for zoning, fire and building codes for 403 N Main St. Also for chairlift requirements.

03/30/23 Composed letter to TEC Holdings, LLC regarding apartment on first floor of 107 S Water St which is zoned B2A. Met with Jeannine Smith about 119 N Water St. Stuff behind store is not on his property. Met with Will County Health Department at Fox's Pizza for inspection of store and residence. He refused to let us upstairs. 2<sup>nd</sup> appointment made for Monday, April 3, at 2pm. Golf Cart safety check at City Hall.

03/31/23 Attempted to call back Michelle Arnold ref 113 N Washington St garage. Several calls with B and F Inspections with regard to Fox's Pizza. UTV inspection at 1213 Towpath Ln. Worked on March Activity Report. Sent home early due to impending storms.



# **WILMINGTON EMERGENCY SERVICES & DISASTER AGENCY**

## **Wilmington ESDA**

### **Committee Report**

**April 11, 2023**

#### **Calls:**

3-31-23	Storm Watch
4-1-23	Traffic/ Wires down McIntyre St. & Jackson St.
4-2-23	Rehab/ Mutual aid to Mazon for structure fire.
4-4-23	Storm Watch

#### **Special Event:**

3-30-23- ESDA members participated with New Lenox's Annual Safety Fair at Lincoln Way West High School.

At the event 4 ESDA members took the National Weather Services Storm Spotters Class.



# City of Wilmington Police Department

*Adam Zink, Chief of Police*

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To: Honorable Mayor Dietz and Wilmington City Council  
From: Chief Adam Zink  
Date: 3 April 2023  
Re: Purchase of Radar Units

Part of our 2023 grant award from IDOT includes the purchase of (9) new radar units – one for each patrol vehicle in our fleet. These new devices will bring us up to date with the latest technology, and will replace the aging units that are currently in our squad cars.

Attached are (3) quotes for “Raptor RP-1 Dual Directional K-Band Antennas with Same Direction and DuraTrak” radar units. It is clear that purchasing direct from Kustom Signals, Inc. is the most cost-effective option, and therefore my recommendation at this time is to purchase from them.

My request is for the council to approve the purchase of (9) radar units from Kustom Signals, Inc. as quoted, and to dispose of the existing radar equipment upon installation of the new devices. Again, these will be funded by grant money that we have already received.

Thank you for your consideration in this matter.

129 Robert P. Weidling Dr. • Wilmington, Illinois 60481  
Phone: (815) 476-2813 • Administrative Fax (815) 476-5268  
24-Hour Phone: (815) 476-2811

# Sales Quote

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	480512
Customer No.	MISC

**Bill To**

\*\* SAME AS SHIPPING ? \*\*

**Ship To**

WILMINGTON POLICE DEPT  
 \*\* MUST HAVE INFO \*\*  
 IL

Contact:  
 Telephone:  
 E-mail:

Contact: KARL JURGENS  
 Telephone: 815-573-3042  
 E-mail: kjurgens@wilmington-il.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/28/23	GROUND SHIPMENT	NO CHARGE FOR FREIGH	KUSTOM	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jeremy Gilley		Jeremy Gilley - Internet	email		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	MISC 833 KUSTOM RAPTOR RP-1 DUAL K-BAND SAME DIRECT Warehouse: DROP Vin #:  Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities  <b>Quote Good for 30 Days</b>	2,810.0000	25,290.00

Print Date	03/28/23
Print Time	09:07:56 AM
Page No.	1

Printed By: Jeremy Gilley

Subtotal	25,290.00
Freight	0.00
<b>Order Total</b>	<b>25,290.00</b>

Quote Number 00005476



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

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

**Quote To:**

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

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

**Totals**

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

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

Includes 27 month warranty

Options available but NOT included

Raptor traffic safety radar online operator training \$10.00

Radar Wireless Speed Sense Module (WSS) \$230

Raptor hard carrying case \$105.00

Raptor display separation kit (at initial time of order) \$145.00

**Quote Acceptance**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Quote Number 00005476



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

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

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion.

3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing.

4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery.

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight.

6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate.

7. WARRANTY. Seller's warranty is provided separately.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries.

11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supercedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law.

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

Quote Acceptance

Signature \_\_\_\_\_
Name \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_



# Quote

Customer: (5143032) CITY OF WILMINGTON  
 Date: 03/28/2023

Page 1 of 1  
 Quote Number: 23244464  
 Quote Expiration: 04/27/2023

Sold To:  
 CITY OF WILMINGTON  
 1165 S WATER ST  
 WILMINGTON, IL 60481  
 KARL JURGENS

Ship To:  
 WILMINGTON POLICE DEPT  
 129 ROBERT WEIDLING DR  
 WILMINGTON, IL 60481  
 KARL JURGENS

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	LE953	RAPTOR RP-1 DUAL K BAND ANTENNA DIRECTIONAL MODE	9		1,950.99	17,558.91
2	LE951	RAPTOR RP-1 SINGLE K BAND ANTENNA DIRECTIONAL MODE	9		1,484.99	13,364.91

Quote is valid for 30 days

SUBTOTAL: 30,923.82  
 SHIPPING: 700.00  
 TAX.....  
 TOTAL.... 31,623.82

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
 Lexington, KY 40505  
 Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

\*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



# City of Wilmington Police Department

*Adam Zink, Chief of Police*

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To: Honorable Mayor Dietz and Wilmington City Council  
From: Chief Adam Zink  
Date: 3 April 2023  
Re: Body-Worn Cameras

As we all know, the state of Illinois is requiring all police department of our size to implement a body-worn camera program by January 1, 2025. While this seems like a long time from now, the process of purchasing, software setup, policy modification, training, and preparation for redaction requirements will take a considerable amount of time and effort. Therefore, I feel that it is important to get this program started as soon as possible, in order to hit the deadline.

Attached are quotes for body-worn cameras from the (3) leading manufacturers in the industry, including cameras, software, storage, and training associated with the program. While there are pros and cons to each, we believe that Axon offers the best long-term solution, for the following reasons:

- State of the art equipment, with full warranty and free replacement/upgrade of all cameras every 2.5 years.
- Industry-leading customer service, with a proven track record nationwide
- Consistency with neighboring agencies (Braidwood PD, WCSO, etc.) and the ability to share recordings directly with the State's Attorney's office

My request is for the council to approve us to enter a contract with Axon, at the cost of \$18,576.08 per year for 5 years, plus a one-time start-up fee of \$1,575. Please note: I am also in the process of applying for a federal grant to relieve some of the burden, but that is not guaranteed to be awarded, as it is highly competitive.

Thank you for your consideration.

129 Robert P. Weidling Dr. • Wilmington, Illinois 60481  
Phone: (815) 476-2813 • Administrative Fax (815) 476-5268  
24-Hour Phone: (815) 476-2811





# QUOTE

Mobile Video BC-04

**Remit Check to: Midwest Public Safety**  
 C/O US Bank N.A.  
 TFM P.O. Box 86057  
 Minneapolis, Minnesota 55486-0573  
 United States

2178550082  
 midwestpublicsafetygroup.org

**BILL TO**  
**Wilmington Police Department**  
 Justin Dole

jdole@wilmington-il.com

**Estimate Number:** WQ124787955972

**Estimate Date:** February 17, 2023

**Expires On:** March 19, 2023

**Grand Total (USD): \$96,235.00**

Products	Quantity	Unit Price	Extended Price
<b>OVWX3XXXXXX1</b> BWC (BC-03) includes: -[64GB + FHD/HD/WVGA + WiFi + GPS + BLE] -1 year hardware warrant	20	\$549.00	\$10,980.00
<b>ORB342</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera Molle Mount	20	\$22.00	\$440.00
<b>ORB312</b> Body Worn Camera Alligator Clip V2.0	20	\$22.00	\$440.00
<b>ORB423</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03), magnetic quick release charging USB cable (3.94 ft), 25th month device refresh option program, full upfront	10	\$84.00	\$840.00
<b>GE-SVBFEXT2Y</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03) - BC-03 Extended Warranty - Years 2 & 3	20	\$195.00	\$3,900.00
<b>ORB51X</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03) - Single Port Dock (VD-03), with 40W Vehicle Adapter	10	\$199.00	\$1,990.00
<b>OD2DAU</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US)	3	\$1,500.00	\$4,500.00
<b>ONX0GX</b> Ethernet Cable - RJ45/CAT5e (25 ft)	10	\$18.00	\$180.00



# QUOTE

Mobile Video BC-04

**Remit Check to: Midwest Public Safety**  
 C/O US Bank N.A.  
 TFM P.O. Box 86057  
 Minneapolis, Minnesota 55486-0573  
 United States

2178550082  
 midwestpublicsafetygroup.org

Products	Quantity	Unit Price	Extended Price
<b>GE-SVBDEXT4Y</b> Single Port Dock Extended Warranty Years 2-5.	10	\$22.00	\$220.00
<b>GE-SVMTEXT2Y</b> GETAC VIDEO SOLUTIONS INC. : Body Worn Camera (BC-03) - MD-03D Dock w/ 150W - Extended Warranty- Year 2 & 3 - Getac, MD-03D, Extended Warranty, 2, Year	3	\$249.00	\$747.00
<b>OTX11X</b> Body Worn Camera Bluetooth Trigger Box (TB-02)	10	\$149.00	\$1,490.00
<b>591GVS000017</b> GETAC VIDEO SOLUTIONS INC. : Vehicle Antenna - AirGain UltraMaxB, 5in1, WiFix2-GPSx1-LTEx2, Bolt Mount, 19ft, Black	10	\$290.00	\$2,900.00
<b>591GVS000035</b> GETAC VIDEO SOLUTIONS INC. : Mounting Bracket (Visor) - Front Camera AND Display (CU-D50)-2020 Interceptor	10	\$85.00	\$850.00
<b>OVMXXXXXAXX1</b> VR-X20 i5 Only with Blackbox Recording - DVR (VR-X20) - [Integrated 8GB RAM + 256GB SSD + 2nd 256GB SSD + Battery Backup + WIFI + GPS + Crash Sensor], DVR mounting bracket, A/V input cable, 1 year hardware warranty	10	\$3,895.00	\$38,950.00
<b>GE-SVDNEXT4Y</b> GETAC VIDEO SOLUTIONS INC. : DVR + Cameras + Display Extended Warranty - Years 2, 3, 4 & 5	10	\$799.00	\$7,990.00
<b>GE-SVTGEXT4Y</b> Body Worn Camera (BC-03) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5	10	\$59.00	\$590.00
<b>OUA03X</b> Getac Cloud - Monthly plan 3 ( cloud 60 G, SW	360	\$38.00	\$13,680.00
<b>OZX04X</b> GETAC VIDEO SOLUTIONS INC. : Getac Video Solution - Remote Setup, Configuration, or Pre-Testing - Per day	1	\$1,400.00	\$1,400.00



# QUOTE

Mobile Video BC-04

**Remit Check to: Midwest Public Safety**  
C/O US Bank N.A.  
TFM P.O. Box 86057  
Minneapolis, Minnesota 55486-0573  
United States

2178550082  
midwestpublicsafetygroup.org

Products	Quantity	Unit Price	Extended Price
<b>OZX07X</b> GETAC VIDEO SOLUTIONS INC. : Getac Video On-Site Training - Per day	1	\$2,400.00	\$2,400.00
<b>OZX09X</b> Remote training - 1/2 day additional remote training for EVM	1	\$500.00	\$500.00
<b>OWC01M</b> annual maintenance per month	36	\$15.50	\$558.00
<b>OBX03U</b> GETAC VIDEO SOLUTIONS INC. : BWC BC-03 Extended Battery	10	\$69.00	\$690.00

**Total:** \$96,235.00

**Grand Total (USD):** \$96,235.00

### Notes / Terms

Midwest Public Safety  
2665 Harryland Rd.  
Decatur, IL 62521  
www.midwestpublicsafetygroup.org  
217-855-0082

Accepted by: \_\_\_\_\_  
Accepted Date: \_\_\_\_\_

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

**Q-459421-45012.730BH**  
 Issued: 03/27/2023  
 Quote Expiration: 03/28/2023  
 Estimated Contract Start Date: 04/15/2023  
 Account Number: 122774  
 Payment Terms: N30  
 Delivery Method:



SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business:Delivery:Invoice-1165 S Water St 1165 S Water St Wilmington, IL 60481-1671 USA	Wilmington Police Dept. - IL 1165 S Water St Wilmington, IL 60481-1671 USA Email:	Brayden Herrera Phone: Email: bherrera@axon.com Fax:	Justin Dole Phone: (815) 476-3121 Email: jdole@wilmington-il.com Fax:

### Quote Summary

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

### Discount Summary

Average Savings Per Year	\$4,806.64
<b>TOTAL SAVINGS</b>	<b>\$24,033.22</b>

### Payment Summary

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

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

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

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

## Delivery Schedule

### Hardware

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

### Software

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

### Services

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

### Warranties

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

# Payment Details

<b>Mar 2023</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00
Year 1	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 1	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 1	ProLicense	Pro License Bundle	2	\$1,013.98	\$0.00	\$1,013.98
<b>Total</b>				<b>\$18,576.08</b>	<b>\$0.00</b>	<b>\$18,576.08</b>

<b>Apr 2023</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80146	VIRTUAL BODYCAM STARTER	1	\$1,575.00	\$0.00	\$1,575.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	20	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$1,575.00</b>	<b>\$0.00</b>	<b>\$1,575.00</b>

<b>Mar 2024</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00
Year 2	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 2	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 2	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
<b>Total</b>				<b>\$18,576.10</b>	<b>\$0.00</b>	<b>\$18,576.10</b>

<b>Mar 2025</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00
Year 3	AB3C	AB3 Camera Bundle	20	\$2,996.00	\$0.00	\$2,996.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 3	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 3	ProLicense	Pro License Bundle	2	\$1,014.00	\$0.00	\$1,014.00
<b>Total</b>				<b>\$18,576.10</b>	<b>\$0.00</b>	<b>\$18,576.10</b>

<b>Mar 2026</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	500	\$1,025.00	\$0.00	\$1,025.00

**Mar 2026**

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

**Mar 2027**

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



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

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

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

### ACEIP:

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

### Acceptance of Terms:

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

Signature

Date Signed

3/27/2023





## WILMINGTON POLICE DEPARTMENT

02/06/2023

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

02/06/2023

WILMINGTON POLICE DEPARTMENT  
1165 S WATER ST  
WILMINGTON, IL 60481

Dear Justin Dole,

Motorola Solutions is pleased to present WILMINGTON POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WILMINGTON POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Cynthia Thomas-Murphy at [Cynthia.Thomas-Murphy@motorolasolutions.com](mailto:Cynthia.Thomas-Murphy@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cynthia Thomas-Murphy

Billing Address:  
 WILMINGTON POLICE  
 DEPARTMENT  
 1165 S WATER ST  
 WILMINGTON, IL 60481  
 US

Quote Date:02/06/2023  
 Expiration Date:05/07/2023  
 Quote Created By:  
 Cynthia Thomas-Murphy  
 Cynthia.Thomas-Murphy@  
 motorolasolutions.com

End Customer:  
 WILMINGTON POLICE DEPARTMENT  
 Justin Dole  
 jdole@wilmington-il.com

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$49 PER MON)	25	5 YEAR	\$2,940.00	\$73,500.00	
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,CON FIG,PM	1		Included	Included	
3	WGB-0178AAS	VIDEO EQUIPMENT,V300 USB DESKTOP DOCK VAAS (\$4 PER MON)	15		Included	Included	
4	WGB-0181A	V300 WITH JACKET MAGNET MOUNT	25		Included	Included	3 YEAR
5	AAS-BWC-USB-DOC	V300 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	15	5 YEAR	\$240.00	\$3,600.00	



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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	2	5 YEAR	\$1,800.00	\$3,600.00	
7	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
8	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	25	5 YEAR	Included	Included	
9	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	25	5 YEAR	Included	Included	
10	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	25	5 YEAR	Included	Included	
11	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	3		Included	Included	
12	WGP02614	V300, BATT, 3.8V, 4180MAH	20		\$69.00	\$1,380.00	

**Grand Total**
**\$82,080.00(USD)**

### Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$17,520.00	\$0.00
Year 2 Subscription Fee	\$16,140.00	\$0.00
Year 3 Subscription Fee	\$16,140.00	\$0.00
Year 4 Subscription Fee	\$16,140.00	\$0.00
Year 5 Subscription Fee	\$16,140.00	\$0.00
Grand Total System Price	\$82,080.00	\$0.00

### Notes:



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 -- #: 36-1115800

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



## VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.





## V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



### KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



## V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

## V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

## HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



## DOCKING STATIONS

The V300 has three docking options:



**Transfer Station** - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



**Wi-Fi Base** - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



## COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

### OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

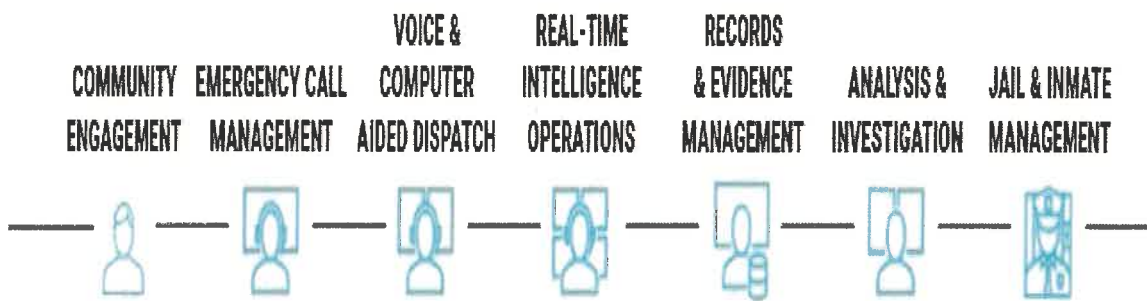


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## THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

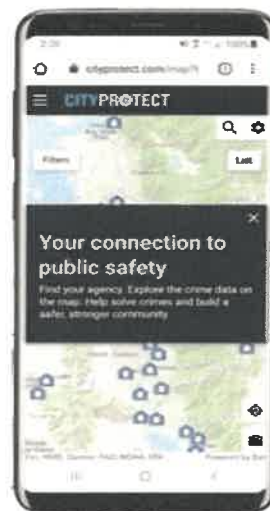


The CommandCentral End-to-End Platform

## Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



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### AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency’s social media feeds to further unify communications.

### PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

### DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence’s digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

### CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

### CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



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## FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

## RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

## DIGITAL EVIDENCE MANAGEMENT



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

### STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

### INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.





## COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

### OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

### AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

#### Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

#### Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

#### Completion Criteria

Initial agencies and users have been configured.

### COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

#### Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

#### Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.



**Completion Criteria**

Community Interaction Tool subscription enabled.

## RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

**Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.

**Customer Responsibilities**

- Provision all required custom Offence Codes using the CommandCentral user interface.

**Completion Criteria**

Records Management enabled and offence codes provisioned.

## DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

**Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

**Customer Responsibilities**

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

**Completion Criteria**

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



## FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

### Motorola Solutions Responsibilities

- None.

### Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

### Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

## THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

### Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

### Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.

**Motorola Solutions Deliverables**

Contracted Interface(s).

**Completion Criteria**

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

## TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

**Motorola Solutions Responsibilities**

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

**Customer Responsibilities**

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

**Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.



**Panorama** – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

**Groups** – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

**Learning Path** – A collection of courses that follow a logical order, may or may not enforce linear progress.

#### **Customer Responsibilities**

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

#### **Motorola Solutions Deliverables**

- Classroom Training Materials, Attendance Rosters.

#### **Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

## **TRANSITION TO SUPPORT AND CUSTOMER SUCCESS**

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at [CommandCentralCS@motorolasolutions.com](mailto:CommandCentralCS@motorolasolutions.com).

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing [support-commandcentral@motorolasolutions.com](mailto:support-commandcentral@motorolasolutions.com).

#### **Motorola Solutions Responsibilities**

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.



**Customer Responsibilities**

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

**Completion Criteria**

Conclusion of the handover to support and the implementation is complete.



## VIDEO EVIDENCE STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

## AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

## PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Deployment Date(s)** refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

## COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### **Project Manager**

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### **System Technologists**

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.

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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

### **Technical Trainer / Instructor**

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

### **CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW**

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

#### **Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

### **IT Support Team**

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

### **Subject Matter Experts**

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

## PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

### Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

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**Customer Responsibilities**

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

**Motorola Deliverables**

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

## SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

### IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

**Motorola Responsibilities**

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

### BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

**Motorola Responsibilities**

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

## SOFTWARE INSTALLATION

### REMOTE SOFTWARE INSTALLATION

Client software will be installed on workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

#### Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

#### Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

#### Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

## INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

#### Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

#### Customer Responsibilities



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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

## HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

## SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

### ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Contact Motorola Solutions to engage Technical Support when needed.

**Motorola Deliverables**

- LXP Enable

**INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

**Motorola Responsibilities**

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

**Customer Responsibilities**

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

**FUNCTIONAL VALIDATION AND PROJECT CLOSURE**

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

**Motorola Responsibilities**

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

**Customer Responsibilities**

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.







## City of Wilmington Police Department

*Adam Zink, Chief of Police*

---

To: Honorable Mayor Dietz and Wilmington City Council

From: Chief Adam Zink

Date: 3 April 2023

Re: School Resource Officer (SRO)

Due to the increased number of school shooting incidents and other school threats and violence across the country, Wilmington School District 209-U has requested a partnership with the Police Department to implement an SRO program within their schools. This has become the standard across the area, and Wilmington is one of the few remaining districts still without an SRO at this time.

Over the last few months, we (myself and the mayor) have met with school administrators to negotiate an agreement that will be beneficial to both the schools and the city. The details have been vetted by the attorneys, as well as our City Administrator and Finance Director; in summary, 209-U and SOWIC will be responsible for the salary and benefits of a part-time officer in the schools, and the city will provide a vehicle, uniforms, equipment, and training. We feel that this is a reasonable contribution for the city, as it will make our schools safer and more desirable to residents (and potential future residents), and will provide on-site assistance to the police in our response to school incidents.

My request at this time is for the council to approve the agreement as negotiated, allowing us to assign an officer to the schools beginning at the start of the 2023-2024 school year.

Thank you for your consideration in this matter.

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 1: AGREEMENT APPROVED**

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

**SECTION 2: REPEALER**

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

**SECTION 3: SEVERABILITY**

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

**SECTION 4: EFFECTIVE DATE**

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

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Ben Dietz, Mayor

Attest:

---

Deputy City Clerk

**Exhibit A**

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 1:**

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

## SECTION 2:

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

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

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

## SECTION 3:

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

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

SECTION 4:

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

SECTION 5:

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

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

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

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

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

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

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

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

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



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

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

#### SECTION 6:

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

#### SECTION 7:

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

#### SECTION 8:

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

#### SECTION 9.

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

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

SECTION 10:

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

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

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

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

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

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

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

SECTION 11:

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

**SECTION 12:**

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

**SECTION 13:**

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

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

**CITY OF WILMINGTON**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILMINGTON DISTRICT 209U**

**BY:** \_\_\_\_\_  
Board President

**Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
Board Secretary

**Date:** \_\_\_\_\_

## Exhibit A

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

Total Salary = 37,075 (179 days @ 8 hours per day)  
Total Health Insurance (regular school year) = 14,501.25 (1,611.25 X 9 months)

Anticipated Annual Cost = **\$51,576.25**

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

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

## **Exhibit B**

### **School Resource Officer Job Description**

#### **Responsibilities of the Position:**

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

#### **Training and Qualifications:**

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

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

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



**Variance Application Supplement**

Lora Bracken

Applicant's Name

3/27/2023

Date

1299 Sunset Drive Wilmington, IL 60481

Address (City, State, Zip)

Allow RV parking in driveway

Request

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

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

(a) Describe the reason for the request Permission to allow our RV to be parked in our driveway as we have no other place to park it on our property. It would be an added expense to pay for storage. It is parked on our concrete driveway and is not causing ruts. It is maintained, tires kept aired up, outside cleaned. It is not blocking the view of traffic coming and going and is approximately 27 feet from the end of our driveway.
(b) Describe the proposed use Travel, vacation.
(c) How will the proposed variance impact existing and future land use? Not at all.



<p>(d) How will the proposed variance impact adjacent property values?  The RV does not bring down the property value as it is well kept. It is parked on our concrete driveway and is not causing ruts. It is maintained, tires kept aired up, outside clean.</p>
<p>(e) Will the variance negatively impact the general public health, safety, and welfare:</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>Explanation:</p>
<p>(f) Will the variance conflict with existing conditions or public improvements such as schools, sewer/water systems, parks, roads, traffic patterns, etc.:</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>Explanation:  It is not blocking the view of traffic coming and going and is approximately 27 feet from the end of our driveway.</p>
<p>(g) Describe reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship  To pay for storage would be an added expense.</p>
<p>(h) Describe how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;</p>
<p>(i) Describe how the plight of the owner is due to unique circumstances;</p>
<p>(j) Describe how the variation, if granted, will not alter the essential character of the locality.  The RV is well maintained along with the area around it.</p>

## 150.89 - Recreational vehicles.

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

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

### (A) Storage of recreational vehicles:

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

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

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

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

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

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








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# MEMO

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**Date:** April 5, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

**Cc:** Joie Ziller, Deputy Clerk  
Department Directors

**Re:** Intergovernmental Agreement with Will County Forest Preserve District

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**Budget Impact:** Est. total match of \$110,000 potentially over two budget cycles depending receipt of grant. Similar grant applications have taken upwards of 18 months before grant acknowledgement.

**History:** The Will County Forest Preserve District has approached the City of Wilmington to enter into the attached Intergovernmental Agreement which is a requirement for a grant application they will be submitting for a kayak launch at North Island. Currently there are no launch sites in Wilmington and the North Island is a popular launch area for kayakers. You will note on the next page, organizations such as [paddleillinoiswatertrails.org](http://paddleillinoiswatertrails.org) and [www.illinoispaddle.com](http://www.illinoispaddle.com) direct people to this area as a place of portage.

**Staff Analysis:** Staff has reviewed the grant opportunity for this amenity which has been contemplated for many years by both the Will County Forest Preserve District and the City of Wilmington. Staff has received numerous requests from various members of the public in support of a kayak launch at this location (see attached map) and has discussed the same with the Wilmington Park District Director who also believes this is a good location and amenity for kayakers. Finally, staff has discussed this project with a local kayak club who also believe this is a good location and would be a much-used amenity.

If granted the maximum amount, the City would receive \$80,000 toward the project; the remainder of which would be split between the Forest Preserve District and the City. The current estimated project cost is \$300,000. Therefore, \$220,000 would be split equally.

Thank you in advance for your consideration of this request to move the attached Intergovernmental Agreement with Will County Forest Preserve District to the April 25<sup>th</sup> Special City Council Meeting. Please do not hesitate to reach out to me with questions.



### WILMINGTON DAM TO DES PLAINES CONSERVATION AREA BOAT LAUNCH

**SKILL LEVEL:** Beginner To Intermediate Depending On Water Levels

**TRAIL LENGTH:** 5.65 Miles

**WATERWAY TRAIL:** Kankakee River Trails

Intermediate, Kankakee River Trails, Medium Trips

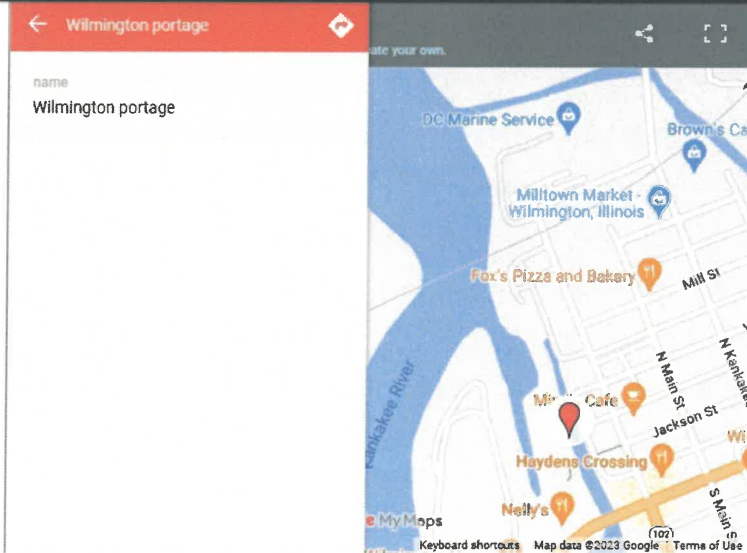
### WILMINGTON DAM TO DES PLAINES CONSERVATION AREA BOAT LAUNCH

Directions: Put-in downstream of the Wilmington Dam or at the downstream end of South Island, which on the east bank of the Kankakee River, in downtown Wilmington.

The take-out is on river right approximately 1.5 miles past the I-55 Bridge.

Access the Des Plaines Fish and Wildlife Area Boat Launch from the west side of N. River Road, just north of the intersection with I-55.

Note: Camping is available at the Des Plaines Fish and Wildlife Area. The campground is open from mid-April to mid-October, closed the rest of the year.



**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

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

**WHEREAS**, the CITY and the FOREST PRESERVE desire to engineer, design, construct, operate and maintain the project generally referred to as the Kankakee River Canoe and Kayak Launch at North Island Park (“PROJECT”). Construction features of the PROJECT include a Canoe and Kayak Launch with an accessible floating dock, enhanced parking lot, and accessible path from parking lot to launch as represented in Exhibit A to Exhibit 1; and

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

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

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

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



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

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

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

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

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

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

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

**SECTION 1: AUTHORIZATION AND APPROVAL**

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

**SECTION 2: SEVERABILITY**

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

**SECTION 3: REPEALER**

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

**SECTION 4: EFFECTIVE DATE**

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

Kevin Kirwin \_\_\_\_\_  
Dennis Vice \_\_\_\_\_  
Leslie Allred \_\_\_\_\_  
Todd Holmes \_\_\_\_\_

Ryan Jeffries \_\_\_\_\_  
Ryan Knight \_\_\_\_\_  
Jonathan Mietzner \_\_\_\_\_  
Thomas Smith \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Ben Dietz, Mayor

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT 1**

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

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

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023, by and between the FOREST PRESERVE DISTRICT OF WILL COUNTY (“FOREST PRESERVE”), a Body Corporate and Politic, and the CITY OF WILMINGTON (“CITY”), a Body Corporate and Politic.

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.0    RECITALS**

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

**2.0    RESPONSIBILITIES OF THE CITY AND FOREST PRESERVE**

**CITY:**

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

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

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

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

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

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

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

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

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

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

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

**FOREST PRESERVE:**

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

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

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

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

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

### **3.0 DEFAULT**

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

(a) if either party, or any guarantor of either party's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition in any court in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

(b) if any petition shall be filed against either party, or any guarantor thereof of either party's obligations hereunder, in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;

(c) if a receiver or trustee shall be appointed for either party, or any guarantor of either party's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment;

(d) if either party vacates or abandons the PROJECT and permits same to remain unoccupied and unattended or substantially ceases to carry on its normal activities for the PROJECT for a period of 60 days or more;

(e) if either party fails to maintain or renew any insurance policies as required;

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

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

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

**4.0 NOTICES**

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

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

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

**5.0 AMENDMENTS AND MODIFICATIONS**

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

**6.0 SAVINGS CLAUSE**

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

**7.0 CAPTIONS AND PARAGRAPH HEADINGS**

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

**8.0 ENTIRE AGREEMENT**

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



**9.0 GOVERNING LAW**

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

**10.0 SUCCESSORS AND ASSIGNS**

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

**11.0 NO DUTY TO THIRD PARTIES.**

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

**12.0 COMPLIANCE WITH LAWS.**

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

**13.0 INDEMNIFICATION.**

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

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

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

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

**FOREST PRESERVE DISTRICT OF WILL COUNTY**

By: \_\_\_\_\_  
META MUELLER, President  
Forest Preserve Board of Commissioners

**ATTEST:**

By: \_\_\_\_\_  
RAQUEL MITCHELL, Secretary  
Forest Preserve Board of Commissioners

**APPROVED:**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Date \_\_\_\_\_

**CITY OF WILMINGTON**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

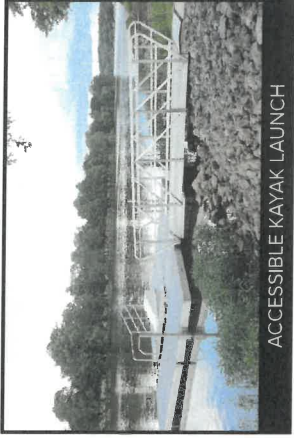
By: \_\_\_\_\_  
City Clerk

**APPROVED:**

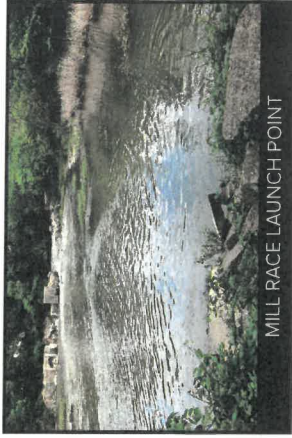
Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Date \_\_\_\_\_

**Exhibit A**  
**(Schematic forthcoming)**

**COST ESTIMATE**  
**\$300,000**



ACCESSIBLE KAYAK LAUNCH



MILL RACE LAUNCH POINT



ENHANCED PARKING AREA



North Island Park - Wilmington, IL

# Kayak Launch Schematic

Forest Preserve District of Will County



March 2023

# EXHIBIT A

**To: Honorable Mayor Dietz and City Council Members**  
**From: James Gretencord, Director of Public Works**  
**Subject: March Director's Report**  
**Date: April 11, 2023**

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**Training:**

- I attended the annual AWWA Water Conference in Springfield where I received 16 Continuing Education Units. I am required to obtain 30 CEU every 3 years to retain my water license.

**Buildings and Grounds:**

- Servpro finished demo and mold mitigation from the sewer back up that occurred 2/6/23
- Brown Construction began rehabbing demoed areas

**Sewer Department:**

- 3/20/2023 EPA Plant Inspection
- Re-plumbed and installed tankless water heater
- 3/30/2023 Put Meadowood Lane Lift Station on generator power due to ComEd power imbalance
- Replaced pump and 4 capacitors at N. Island Lift Station

**Street Department:**

- 53 Completed Work Orders
- Aided in the repair of the sanitary sewer in front of 301 N. First Street
- 2 water service leak repairs
- 8 fire hydrant repairs (all 8 hydrants placed back in service)
- 11 sewer emergency jetting/rodding
- Began preventative maintenance sanitary sewer cleaning program
- Continued removal of invasive brush at Mill Race

**Water Department:**

- Installed commercial air filtration unit to reduce lime dust
- Resealed lime conveyor
- 2 commercial meter changes
- 45 service calls



# MEMO

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**Date:** April 11, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** James Gretencord, Director of Public Works

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

**Re:** 301 N. First Street Sanitary Sewer Repair

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**Budget Impact:** \$51,332.37 Line Item 04-03-7430 Sewer Capital Collection Line Upgrade

**Request:** Approve the payment of \$51,332.37 to Airy's Inc for sewer Repairs made at 301 N. First Street.

**Discussion:** On March 8, 2023 a 10" sanitary sewer main collapsed in front of 301 N. First Street. The sewer was an overall depth of 20'-- this put the repair beyond our equipment capabilities. This sewer collapse created an emergency situation which did not allow time for typical bidding processes to occur. The total cost for repair including labor, equipment and material from Airy's Inc. was \$51,332.37. This is not a budgeted request.

**Motion:** Approve the payment of \$51,332.37 to Airy's Inc for repairs made to the sanitary sewer in front of 301 N. First Street.

*Thank you in advance for your consideration of this request.*







# MEMO

**Date:** March 14, 2023  
**To:** Honorable Mayor Dietz and City Council Members  
**From:** James Gretencord, Director of Public Works  
**Cc:** Jeannine Smith, City Administrator  
Nancy Gross, Finance Director  
**Re:** 301 N. First Street Sanitary Sewer Repair

3/7/2023

Street Crew began preventative maintenance jetting on the sanitary system; beginning with the sewer on School Street to 53. While jetting this portion of sewer, the street crew found a large amount of solidified grease. Most of the grease along this stretch was able to be removed manually due to the shallowness of the sewer, however, as the crew continued on 53 to N. First Street, the amount of grease increased and also found the beginnings of sedimentation build up. By the time the crew got to the manhole at 301 N. First Street, the amount of grease and sedimentation that had built up was causing the sewer not to flow properly. Due to the depth of the manholes on this stretch of First Street (18 feet plus), typical manual removal was not the route to take. We scheduled Airy's Inc. to arrive first thing the following morning with a vac truck that has stronger jetting capabilities to jet and remove the grease and sedimentation build up.

3/8/2023

Airy's arrived at our shop at 7AM and we brought them to the site to begin jetting and vacuuming the sewer. Upon arrival, we found that a large sink hole had developed overnight in the driveway of 301 N. First Street from a sewer collapse. Due to the depth of the sewer at this location, it was determined that the scope of this job was beyond the capabilities of our equipment. The sewer along the southern stretch from 301 N. First Street was backing up and it was only a matter of time before the entirety of our residents West of the Kankakee River would start developing sewer problems. We immediately obtained a 4" diesel pump from United Rentals and we bypassed the sewer from 201 N. First Street to the manhole North of 301 N. First. Once this was completed, I met with Tom Land from Airy's Inc. who informed me that he could have a crew mobilized and on site to repair the collapsed sewer the next day. Due to the emergent situation this had caused, there was no time to bid or request proposals for this repair. I agreed to let Airy's make the repair. When the emergency locate was completed, it was determined a gas line would need to be temporarily moved by Nicor and a ComEd pole would

need to be braced before excavation could begin. ComEd arrived at approximately 1:30PM to leave a bracing truck on the pole and Nicor arrived at 2PM and agreed to have the gas line temporarily moved by 7AM the following morning. Airy's staged their equipment including an excavator, loader and shoring boxes.

3/9/2023

Nicor had the gas service moved by 7AM and Airy's began excavation. The water service to 301 N. First Street was uncovered and a new curbstop was installed to allow them to continue excavation. Airy's and city staff worked until 1AM repairing the sewer, reinstalling the water service and backfilling to 95%. The Sewer repair included 3 non-sheer mission couplings, a 10" x 10" x 6" tee, 8' of 10" SDR 26 sewer pipe and 13' of 6" SDR 26 sewer pipe. The top of the pipe at the repair was 18' deep. The total depth of the excavation was 22'.

3/10/2023

ComEd removed the bracing truck.

Nicor Replaced 301 and 303 N. First Street Gas Service.

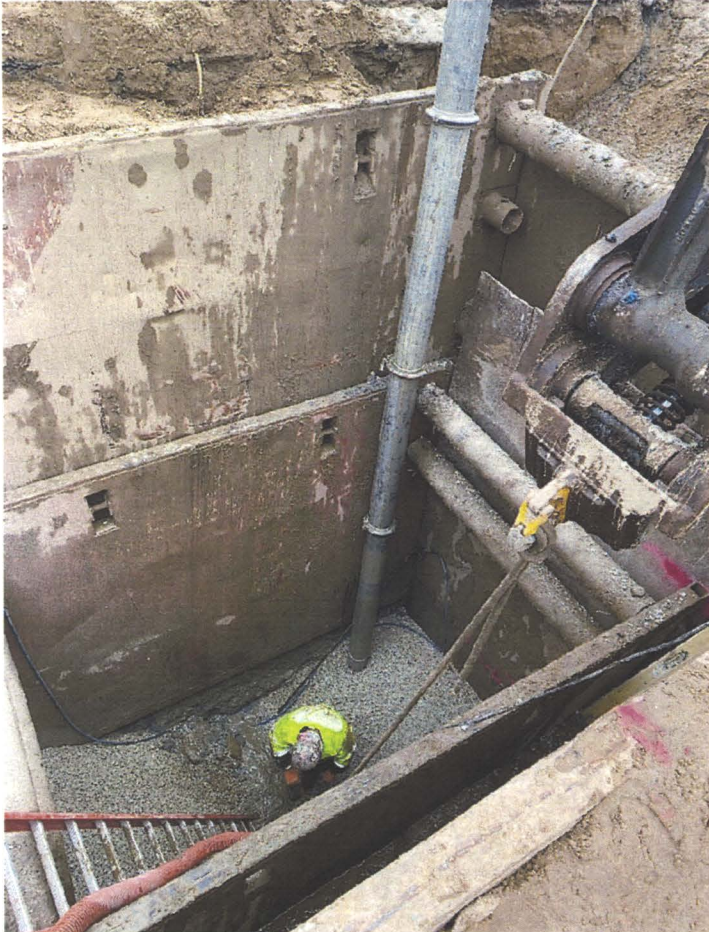
Sewer was jetted and vacuumed.

Bypass pump was taken down and returned to United Rentals.

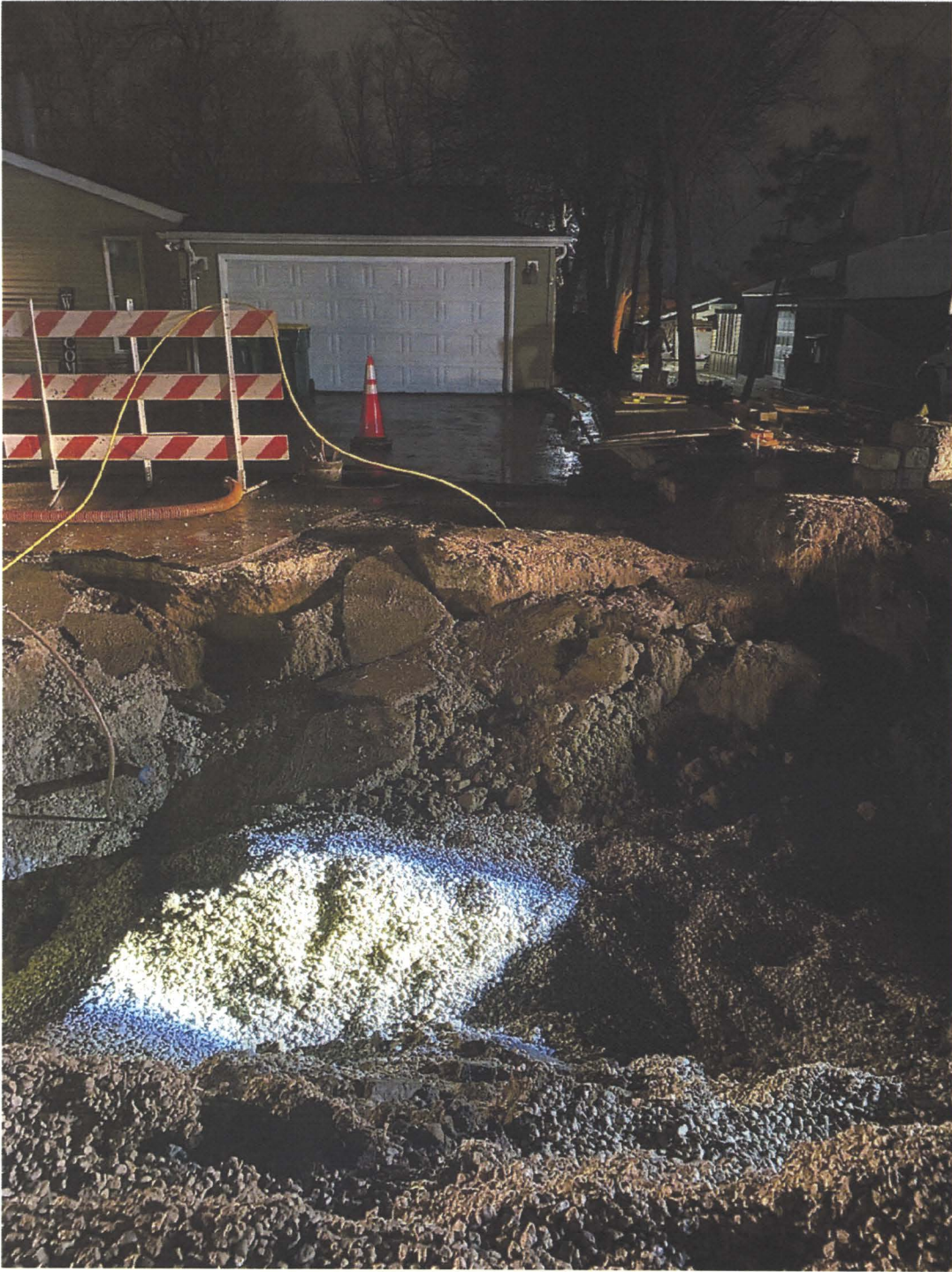
3/13/2023


Finished backfilling excavation with CA6 and removed barricades.









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

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

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

Page  
1 of 5

Job Notes:  
Jeff \* means item is non-taxable

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

Please call us at 708.429.0660 or email at [accountsreceivable@airys.com](mailto:accountsreceivable@airys.com) with any questions about this invoice.  
FEIN 36-2838229

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

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


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

Page  
 2 of 5

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

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		<b>Terms</b> Net 30	
		<b>Due Date</b> 4/22/2023	
		<b>Invoice Total</b> 51,332.37	


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 Wilmington, IL 60481

Page  
 3 of 5

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

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51,332.37		

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 Wilmington, IL 60481

Page  
 4 of 5

Item Number	Quantity	Description	Unit Price	Extended Price
EQUIPMENT	5	3/9/2023 Ford F550 Ford Service Trk AL	58.00	290.00
EQUIPMENT	8.5	3/9/2023 2016 Vactor 20449 SN#14680 EB	159.00	1,351.50
EQUIPMENT	8.5	3/9/2023: 2021 Chevy 6500 Crane Truck	96.00	816.00
EQUIPMENT	3	3/9/2023: 2020 T800 TRACTOR SEMI	118.00	354.00
EQUIPMENT	3	3/9/2023: 2018 55CC Talbert Lowboy Trail	44.00	132.00
EQUIPMENT	5	3/9/2023: 2016 Vactor 20448	159.00	795.00
EQUIPMENT	18	3/9/2023: Volvo EC360BLC Excavator	210.00	3,780.00
EQUIPMENT	8.5	3/9/2023: 2020 Ford F-150 4WD Supercrew	47.00	399.50
EQUIPMENT	19	3/9/2023: 2018 Ford F550 Stake Truck	45.02	855.38
EQUIPMENT	19	3/9/2023: Ford F550 Service Truck	58.00	1,102.00
EQUIPMENT	17.5	3/9/2023: Volvo L7OH	94.00	1,645.00
EQUIPMENT	3.5	3/10/2023: Ford F550 1 Ton Baby Dump	41.71	145.99
EQUIPMENT	3.5	3/10/2023: 2012 Vactor 2100	159.00	556.50
EQUIPMENT	4	3/10/2023: 2016 Vactor 20448	159.00	636.00
EQUIPMENT	6.5	3/16/2023: 2020 T800 TRACTOR SEMI	118.00	767.00
EQUIPMENT	6.5	3/16/2023: 2018 55CC Talbert Lowboy Trail	44.00	286.00
			<b>TOTAL EQUIPMENT</b>	<b>15,676.37</b>
	1	3/8/2023: 23-1834-Mobilization Volvo L70 Invoice #22318	693.00	693.00
	1	3/8/2023:	1,020.34	1,020.34

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51,332.37

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

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

Page  
 5 of 5

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

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 FEIN 36-2898229





# MEMO

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**Date:** April 11, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** James Gretencord, Director of Public Works

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

**Re:** Asset Essentials Service Payment

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**Budget Impact:** \$6,445.25 Line Items  
25% 01-03-6360 Police Dues and Subscriptions  
25% 01-05-6360 P.W. Dues, Subscriptions & Memberships  
25% 02-21-6360 Water Dues, Subscriptions & Memberships  
25% 04-00-6360 Sewer Dues, Subscriptions & Memberships

**Request:** Approve the payment to Brightly Solutions in the amount of \$6,445.25.

**Discussion:** Asset Essentials is work order software that the Code Enforcement, Public Works, Water and Sewer Departments use to track and quantify work being done. We use this work order software for reoccurring preventative maintenance as well as to prioritize new work requests that need to be accomplished. In the past year alone 765 work orders have been created and completed. This is a yearly price and is a budgeted request.

**Motion:** Approve the payment to Brightly Solutions in the amount of \$6,445.25 for asset essentials services.

*Thank you in advance for your consideration of this request.*



Invoice

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

Invoice #: INV-205009
Invoice Currency: USD
Invoice Date: 03/29/2023
Terms: Net 30
Due Date: 04/28/2023
Client ID: 1360136

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

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

Client PO #:

Reference:

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

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

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

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

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

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

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



# MEMO

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**Date:** April 11, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** James Gretencord, Director of Public Works

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

**Re:** AFSCME Local 1909 CDL Memo of Understanding

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**Budget Impact:** Approximately \$4,000 per new employee that requires a CDL  
Line Item P.W. 01-05-6770 Training & Travel Expenses

**Request:** Approve the Memo of Understanding between the City of Wilmington and AFSCME Local 1909.

**Discussion:** The state of Illinois implemented a new law January 1st, 2022, which states all new drivers attempting to receive their CDL license must attend a 160-hour state approved CDL course. City staff, under council direction, negotiated a Memo of Understanding with AFSCME which included reimbursement of funds for the course. In addition, employees will be paid their normal rate to attend this mandated course but in turn, must continue to be employed with the City of Wilmington for a minimum of 24 months. If any employee leaves before this term, they must reimburse the City at a pro-rated amount equal to time-served.

**Motion:** Approve the Memo of Understanding pertaining to CDL training between the City of Wilmington and AFSCME Local 1909.

*Thank you in advance for your consideration of this request.*

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

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

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



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

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

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

**SECTION 1: INCORPORATION OF RECITALS**

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

**SECTION 2. AUTHORIZATION AND EXECUTION**

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

**SECTION 3: SEVERABILITY**

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

**SECTION 4: REPEALER**

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

**SECTION 5: EFFECTIVE DATE**

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

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Ben Dietz, Mayor

Attest:

\_\_\_\_\_  
Deputy City Clerk

**Exhibit A**

CDL Training Reimbursement Agreement

## CDL TRAINING REIMBURSEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jeannine Smith, City Administrator  
City of Wilmington

By: \_\_\_\_\_

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

AFSCME COUNCIL 31, LOCAL 1909

By: \_\_\_\_\_

Date: \_\_\_\_\_



# MEMO

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**Date:** April 11, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** James Gretencord, Director of Public Works

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

**Re:** Commercial Water Meter Purchase

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**Budget Impact:** \$9,162.66 Line Item 17-00-6620 Maintenance Water Meters- Capital

**Request:** Approve the purchase for 6 commercial water meters with accessories.

**Discussion:** Our inventory of 2-inch commercial water meters is currently at 6 units; and these 6 meters are scheduled to be installed at the Michelin Warehouse. I am requesting the approval of 6 additional 2-inch meters with accessories to continue our meter replacement program. These 6 meters already have specific locations picked out for installation. We have received a quote from Utility Pipe Sales for the needed items at a cost of \$9,162.66. This is a budgeted request.

**Motion:** Approve the purchase of commercial water meters from Utility Pipe Sales for a total cost of \$9,162.66

*Thank you in advance for your consideration of this request.*



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

**QUOTE**

Website: www.utilitypipesales.com

Number	Q0048195
Page	1
Date	03/29/2023

Bill To <b>WILMING</b>	<b>WILMING</b> City of Wilmington* 1165 S. Water Street Wilmington IL 60481	Ship To <b>WILMING</b>	<b>WILMING</b> City of Wilmington* 1165 S. Water Street Wilmington IL 60481
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Customer PO#	Ship Date	Salesperson	Terms	Tax Code
2" METER	QUOTE	Phil Donelson	Net 30 Days	ILGOV

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

Item	Description	Quantity	UM	Price	Per	Extension
PVC	DUE TO THE CURRENT VOLATILITY OF ALL PRODUCTS, PRICING IS SUBJECT TO CHANGE BASED ON PRICING AND MARKET CONDITIONS AT TIME OF SHIPMENT. SURCHARGES WILL APPLY FOR ALL DUCTILE IRON PIPE.	1	EA	0.00	EA	0.00
ME2ZSU02USE60	2" ULTRASONIC WATER METER ENCODED, USG 15' BARE WIRE	6	EA	1091.92	EA	6,551.52
MPMIU	STEALTH READER, WATER 5' BARE WIRE, MESH - ENCODED	6	EA	135.00	EA	810.00
MPSKGT	GT FIELD SPLICE KIT	6	EA	15.02	EA	90.12
MPMIUBOX	STEALTH RADIO HOUSE BOX	6	EA	12.00	EA	72.00
MP2FLGB	2" BRONZE METER FLG SET  *** OPTION 2 FOR BOLTING U THE METERS ***	6	EA	243.29	EA	1,459.74
MP2FLGG	2" METER FLANGE DROP IN GASKET	12	EA	1.92	EA	23.04
N-BNGSS58HM 316	5/8" 316 STAINLESS STEEL	24	EA	2.32	EA	55.68



QU



Q0048195

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

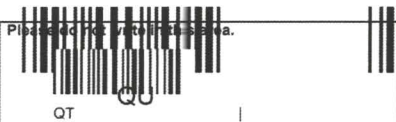


Item	Description	Quantity	UM	Price	Per	Extension
N-BNGSS58HN 316 (cont	inued) HEX NUT					
N-BNG58212HN316SS	5/8" X 2 1/2" 316 STAINLESS STEEL HEX BOLT	24	EA	4.19	EA	100.56

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

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

We appreciate your business!



Q0048195

Accepted By  
 Page 129  
 ... Last page



# MEMO

**Date:** April 11, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** James Gretencord, Director of Public Works

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

**Re:** Pavement Preservation Program

**Budget Impact:** FY24 \$7,000 01-05-6710 P.W. Equipment Rental,  
FY24 \$7,700 01-05-6599 Maintenance Streets

**Request:** Approve the contract from Altorfer Caterpillar to rent a compact track loader and cold planer for four weeks for the total cost of \$7,000.  
Approve the purchase of up to 120 tons of Hot Mix Asphalt and Prime not to exceed \$7,700.

**Discussion:** The street crew spends over one hundred and fifty labor hours every year filling and re-filling potholes with patch. Filling potholes with patch is meant to be a temporary solution not a reoccurring practice. In order to begin combatting this issue, I am requesting approval to rent a compact track loader with a cold planer attachment for four weeks from June 5<sup>th</sup> to June 30<sup>th</sup>. This machine will allow the street crew to grind out potholes and small damaged areas of asphalt squarely—then they will then patch the ground areas with hot mix asphalt. Repairing the roads in this way will greatly increasing the longevity of the repairs. I am estimating we will use 120 tons of hot mix asphalt during the course of our machine rental. I requested 3 proposals for a 4-week rental duration of a compact track loader, planer attachment as well as pickup and delivery of the equipment. This will be budgeted for in FY24.

Material	Quantity	Price	Total
HMA (ton)	120	\$60	\$7,200
Prime (gallon)	50	\$10	\$500

Company	Cost
Altorfer Cat	\$7,000
Sunbelt Rentals	\$7,200
West Side Tractor Sales	\$10,950

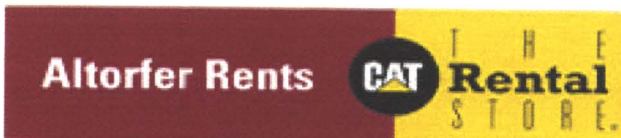
Motion:

**Approve the contract from Altorfer Caterpillar to rent a compact track loader and cold planer for four weeks for the total cost of \$7,000.  
Approve the purchase of up to 120 tons of Hot Mix Asphalt and Prime not to exceed \$7,700.**

*Thank you in advance for your consideration of this request.*

# Rental Agreement

## Agreement Q17128



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

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

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

PO #:   
Signed By:   
Order By: JAMES GRETECORD

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

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
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### Rental Items

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

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

### Miscellaneous Items

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

Quote Total: 3,060.00

Month \$7,000

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

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_



What are you looking for?

[Wilmington, IL, USA](#)

EQUIPMENT AND TOOLS / EARTH MOVING / SKIDSTEER LOADERS

CAT CLASS: 0480635

## 2100-2800 lb Track Skidsteer w/ Cab



### ONLINE RATE

**\$690**  
1 DAY

**\$1,815**  
1 WEEK

**\$4,365**  
4 WEEK

Rates for **Wilmington, IL, USA**

*Pickup + Delivery 1 Month \$7,200*

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





What are you looking for?

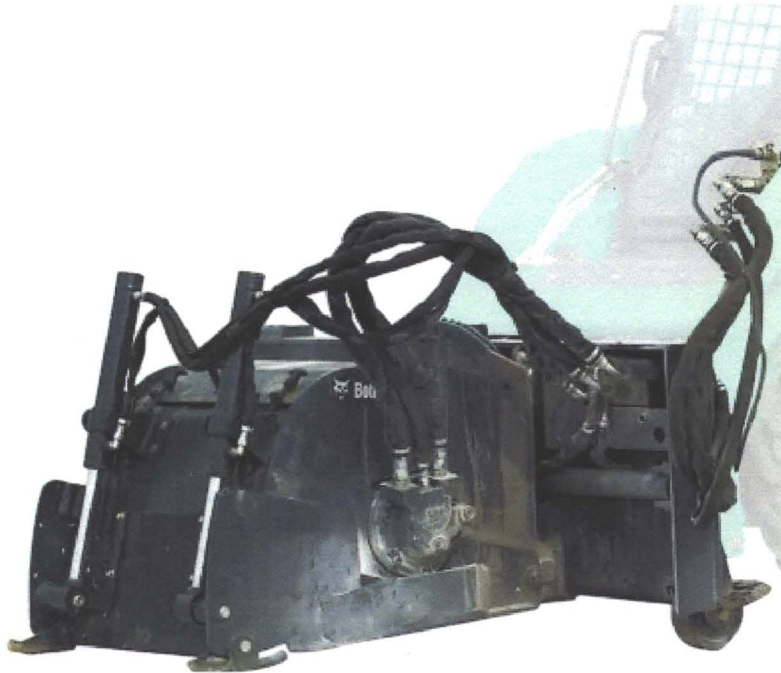


[Wilmington, IL, USA](#)

EQUIPMENT AND TOOLS / EARTH MOVING / SKIDSTEER LOADERS

CAT CLASS: 0490008

# 12"-24" Asphalt/Concrete Planer Attachment



### ONLINE RATE

**\$365**

1 DAY

**\$855**

1 WEEK

**\$2,235**

4 WEEK

Rates for **Wilmington, IL, USA**

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



## John Deere Skid Steers

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



## John Deere Compact Track Loaders

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



## Attachments

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

## Wacker Utility Track Loader

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



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

Month \$10,950