



City of Wilmington
1165 South Water Street
Wilmington, IL 60481

Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
July 19, 2022
7:00 p.m.
In Person & Via Zoom

join by video at:

<https://us02web.zoom.us/j/83646675834?pwd=ODFOMWk2RXNXOCtwUmJBOG9JNHVrZz09>

join by phone at:

1-312-626-6799

Meeting ID: 836 4667 5834 / Passcode: 914356

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

1. Call to Order by Mayor Dietz

2. Pledge of Allegiance

3. Roll Call by City Clerk

Kevin Kirwin
Dennis Vice
Leslie Allred
Todd Holmes

Ryan Jeffries
Ryan Knight
Jonathan Mietzner
Thomas Smith

4. Approval of the Previous City Council Meeting Minutes

5. Mayor's Report

6. Public Comment *(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*

7. Planning & Zoning Commission

The next meeting is scheduled for August 4, 2022 at 5:00 pm.

8. Committee of the Whole

A. Police & ESDA

Co-Chairs – Jonathan Mietzner and Leslie Allred

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

1. Approve Ordinance No. 22-07-19-01, An Ordinance Declaring As Surplus Certain Equipment and Authorizing the Director of Public Works to Dispose of Said Equipment In A Manner In The Best Interest of The City of Wilmington

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

1. Approve Cummins Planned Maintenance Agreement for Generators PM's and Inspections
2. Approve USA Blue Book Quote #724911 for Chemical Feed Pumps
3. Approve Utility Pipe Sales Co Quotes #Q0046540 and #Q0046776 for Meters and Hardware
4. Approve United Rentals Quote #207984608 for Rental of Portable Pumps
5. Approve IDOT BLR 14222 Local Public Agency General Maintenance Estimate of Maintenance Costs for 400 Tons of Roadway Salt in the Cost Not To Exceed \$26,316.00
6. Approve IDOT BLR 14220 Resolution No. 2022-04, A Resolution for Maintenance Under the Illinois Highway Code Appropriating \$26,316.00 of Motor Fuel Tax Funds for Roadway Salt Purchase

E. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

1. Approve and Authorize Vacation Leave Benefits for City Administrator

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

1. Approve the Accounting Reports as Presented by the Finance Director
2. Approve and Authorize the Execution of the AT&T Agreement to Vertical Bridge 500, LLC
3. Ratify the Approval and Execution by the City Administrator to Enter Into a Maintenance Agreement with Carbon Day EV Charging

4. Approve and Authorize the Execution of the Joint FLAP Grant Application for Recreational Pathways for Biking and Walking

9. Attorney & Staff Reports

10. Executive Session

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

11. Action/Approval Following Executive Session

12. Adjournment

The next regular City Council meeting is scheduled for August 2, 2022 at 7:00 PM

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
July 5, 2022**

Call to Order

The Regular Meeting of the Wilmington City Council on July 5, 2022 was called to order at 7:00 p.m. by Mayor Ben Dietz in the Council Chamber of the Wilmington City Hall.

Roll Call

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

Aldermen Present In-Person Kirwin, Jeffries, Vice, Allred, Mietzner Holmes, Smith

Aldermen Present via Zoom Knight

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 City Administrator Jeannine Smith, Finance Director Matt Hoffman, Chief Joe Mitchell, City Attorney Bryan Wellner, and Deputy City Clerk Joie Ziller

Approval of the Previous Regular City Council Meeting

Alderman Vice made a motion and Alderman Jeffries seconded to approve the June 21, 2022 meeting minutes and have them placed on file

Upon roll call, the vote was:

AYES: 8 Kirwin, Holmes, Jeffries, Knight, Vice, Allred, Mietzner, Smith

NAYS: 0

The motion carried.

Mayor's Report

Mayor Dietz thanked all the individuals and organizations who helped plan and volunteered at the City's fireworks on July 1st. Mayor Dietz reminded all the Aldermen who are interested in attending this year's IML Conference to let Joie know so reservations can be made.

Public Comment

Public Comment #1 – Elizabeth Strong requested the Council to consider amending the ordinance to allow for golf carts to cross RT 53 so the majority of town is accessible.

Planning & Zoning Commission

The July 12, 2022 at 5:00 pm is cancelled due to lack of an agenda. The next meeting is scheduled for August 4, 2022.

Committee of the Whole Reports

A. Police & ESDA

Co-Chairs – Jonathan Mietzner and Leslie Allred

Nothing at this time

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

Alderman Kirwin made a motion and Alderman Allred seconded to approve Ordinance No. 22-07-05-01, An Ordinance Amending Section 132.26 of the City of Wilmington Code of Ordinances to Increase the Minimum Penalty for a Violation

Upon roll call, the vote was:

AYES: 8 Smith, Kirwin, Vice, Knight, Allred, Mietzner, Jeffries, Holmes

NAYS: 0

The motion carried.

Alderman Kirwin made a motion and Alderman Smith seconded to approve Ordinance No. 22-07-05-03, An Ordinance Amending Section 70.99 of the City of Wilmington Code of Ordinances to Increase the Minimum Penalties for Violations of Article 4 of the Traffic Code Regarding Vehicle Weight Limits, Dimensions and Permits

Upon roll call, the vote was:

AYES: 8 Smith, Kirwin, Vice, Knight, Allred, Mietzner, Jeffries, Holmes

NAYS: 0

The motion carried.

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

Nothing at this time

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

Nothing at this time

E. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

Nothing at this time

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

Alderman Jeffries made a motion and Alderman Mietzner seconded to approve the Financial Reports and Accounts Payable Report in the Amount of \$371,108.59 as presented by the Finance Director

Upon roll call, the vote was:

AYES: 8 Smith, Kirwin, Vice, Knight, Allred, Mietzner, Jeffries, Holmes

NAYS: 0

The motion carried.

Alderman Jeffries made a motion and Alderman Smith seconded to approve Ordinance No. 22-07-05-02, An Ordinance Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the City of Wilmington and the Board of Education of Wilmington Community Unit School District No. 209U

Upon roll call, the vote was:

AYES: 8 Smith, Kirwin, Vice, Knight, Allred, Mietzner, Jeffries, Holmes

NAYS: 0

The motion carried.

Alderman Kirwin made a motion and Alderman Mietzner seconded to Ratify the Approval and Execution by the City Administrator of the Memorandum of Understanding Agreement with the Heritage Corridor Convention and Visitor's Bureau for the EV Parking Lot Grant

Upon roll call, the vote was:

AYES: 8 Smith, Kirwin, Vice, Knight, Allred, Mietzner, Jeffries, Holmes

NAYS: 0

The motion carried.

Alderman Kirwin made a motion and Alderman Jeffries seconded to Approve Chamlin & Associates Recommendation to Award the Low, Responsive, Responsible Bidder, P.T. Ferro Construction Co for the Water Street Parking Lot Improvements in the amount of \$204,094.73

Upon roll call, the vote was:

AYES: 8 Smith, Kirwin, Vice, Knight, Allred, Mietzner, Jeffries, Holmes

NAYS: 0

The motion carried.

Alderman Kirwin made a motion and Alderman Smith seconded to Approve Ordinance No. 22-07-05-04, Ordinance Authorizing the Execution of the Confirmation of Satisfaction of Payments and Mutual Release of Obligations Pursuant to Section 7 of Annexation By and Among the City of Wilmington and United States Cold Storage, Inc.

Upon roll call, the vote was:

AYES: 8 Smith, Kirwin, Vice, Knight, Allred, Mietzner, Jeffries, Holmes

NAYS: 0

The motion carried.

Attorney & Staff Reports

Nothing to report at this time

Executive Session

Alderman Allred made a motion and Alderman Kirwin seconded to go into Executive Session at 7:22 PM to discuss the Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)], Collective negotiating

matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)], and 2(c)(6)], Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

Upon roll call, the vote was:

AYES: 8 Kirwin, Holmes, Smith, Mietzner, Vice, Knight, Jeffries, Allred

NAYS: 0

The motion carried.

Alderman Allred made a motion and Alderman Kirwin seconded to close Executive Session at 8:04 PM

Upon roll call, the vote was:

AYES: 8 Kirwin, Holmes, Smith, Mietzner, Vice, Knight, Jeffries, Allred

NAYS: 0

The motion carried.

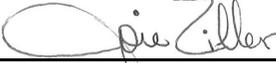
Action Taken Following Executive Session

No action taken.

Adjournment

Motion to adjourn the meeting made by Alderman Mietzner and seconded by Alderman Jeffries. Upon the voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on July 5, 2022 adjourned at 8:05 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

ORDINANCE NO. 22-07-19-01

**AN ORDINANCE DECLARING AS SURPLUS CERTAIN EQUIPMENT AND
AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO DISPOSE OF SAID
EQUIPMENT IN A MANNER IN THE BEST INTEREST OF THE
CITY OF WILMINGTON**

WHEREAS, The City of Wilmington had heretofore acquired a 1945 Allis-Chalmers, 1985 Mack – VIN VG6M111B2FB623048, 1996 Ford F350 – VIN 1FDJF37H9TEB78931, 1996 Chevrolet 1500-VIN 1GCGK24R8TZ151441, 1997 Chevrolet GMT-400 – VIN 1GCEC14W9VZ131299, 1999 Ford Ranger – VIN 1FTYR10V2XPB07798, 2001 Dodge Ram 1500 – VIN 1B7HC16Y71S771297, 2001 Ford F150 – VIN 2FTZF17291CA00673, 2005 Ford Explorer – VIN IFMZU73K95ZA57670, 2006 Ford Explorer – VIN 1FMEU73E16ZA00146, Volvo L708

WHEREAS, said vehicles have exceeded their useful life and are no longer necessary for the conduct of City business; and

WHEREAS, it is in the best interest of the City to properly dispose of said property in a manner consistent with applicable State laws.

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

Section One: The following vehicles are hereby declared to be surplus property, and no longer of use to the City of Wilmington:

1945 Allis-Chalmers
1985 Mack – VIN VG6M111B2FB623048
1996 Ford F350 – VIN 1FDJF37H9TEB78931
1996 Chevrolet 1500-VIN 1GCGK24R8TZ151441
1997 Chevrolet GMT-400 – VIN 1GCEC14W9VZ131299
1999 Ford Ranger – VIN 1FTYR10V2XPB07798
2001 Dodge Ram 1500 – VIN 1B7HC16Y71S771297
2001 Ford F150 – VIN 2FTZF17291CA00673
2005 Ford Explorer – VIN IFMZU73K95ZA57670
2006 Ford Explorer – VIN 1FMEU73E16ZA00146
Volvo L708

Section Two: The Director of Public Works is hereby authorized to dispose of said vehicles in a manner consistent with applicable State laws and in the best interest of the City of Wilmington, specifically to be sold in “as is” condition.

Section Three: Severability: This Ordinance and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any portion

invalid or unconstitutional, the remaining portions not ruled invalid or unconstitutional shall continue in full force and effect.

Section Four: Repealer: All Ordinances or parts of Ordinances in conflict with any provision of this Ordinance shall be and the same are hereby repealed.

Section Five: Effective Date: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 19th day of July 2022 with members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

Approved this 19th day of July 2022



Attest:

Ben Dietz, Mayor

Joie Ziller, Deputy City Clerk



Sales and Service

CHICAGO IL BRANCH
7145 SANTA FE DRIVE
HODGKINS, IL 60525
Phone: 708-579-9222

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF WILMINGTON 1165 S WATER ST Wilmington, IL 60481	Contact: Patrick Nugent Phone: 815 4765663 Fax: 815 4762276 Cust Id: 18020	Quote Date: 09-JUN-22 Quote Expires: 01-OCT-22 Quote Num: 161097 Quoted By: John D Prill Quote Term: 1 Year(s)

Site Information

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	WATER DEPARTMENT	745 WIDOWS RD	WILMINGTON	IL	60481	
2	JOLIET ARSENAL	41.335600, -88.122000	WILMINGTON	IL	60481	
3	RIDGEPORT LIFT STATION	30370 W FRONTAGE RD	WILMINGTON	IL	60481	
4	STEWART ST. LIFT STATION	210 STEWART ST	WILMINGTON	IL	60481	
5	WASTE WATER PLANT	601 E KANKAKEE RIVER DR	WILMINGTON	IL	60481	

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	745 WIDOWS	GENERAC	GEN SET	SD0300KG17103D18F	3000378147	ST
2	ARSONAL L/S	ONAN	GENERATOR	150DGFA-5754407/R	C060898861	STANDBY
3	LIFT STATION	KOHLER	GENSET	100REZGD	SGM326KPH	ST
4	STEWART ST	KOHLER	GENSET	100RZG	2213934	ST
5	WATER PORT 1	CATERPILLAR	GENSET	D50P2	OLY00000VNPF041	ST
5	WATER PORT 2	KOHLER	GENSET	20ROZJ71	361345	ST
5	WATER WASTE	MTU ONSITE ENER	GENSET	742RSL4050	WA-566084-0708	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	745 WIDOWS	STANDARD PM FULL SERVICE	1	933.32	933.32
2	ARSONAL L/S	STANDARD PM FULL SERVICE	1	764.10	764.10
3	LIFT STATION	STANDARD PM FULL SERVICE	1	548.72	548.72
4	STEWART ST	STANDARD PM FULL SERVICE	1	558.97	558.97
5	WATER PORT 1	INSPECTION	1	396.00	396.00
5	WATER PORT 2	INSPECTION	1	396.00	396.00
5	WATER WASTE	STANDARD PM FULL SERVICE	1	2,487.18	2,487.18

THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES

Please complete, sign and return to:

Dan Prill, Inside Sales at john.prill@cummins.com, Phone: 651-286-2223 or fax 888-230-6699

Current Account Status: Charge account customer/Pay upon receipt of invoice after service is performed.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF WILMINGTON 1165 S WATER ST Wilmington, IL 60481	Contact: Patrick Nugent Phone: 815 4765663 Fax: 815 4762276 Cust Id: 18020	Quote Date: 09-JUN-22 Quote Expires: 01-OCT-22 Quote Num: 161097 Quoted By: John D Prill Quote Term: 1 Year(s)

Based on your previous PM schedule, tentative schedule is as follows:

GENERATORS: 745 WINDOWS, ARSONAL L/S, LIFT STATION, STEWART ST AND WASTE WATER:

FULL SERVICE IN OCTOBER OF 2022.

GENERATORS: WATER PORT 1 AND WATER PORT 2:

INSPECTION IN OCTOBER OF 2022.

Unless otherwise requested this quote reflects labor during regular business hours. No additional repairs will be performed without customer's authorization.

If you have any questions, concerns or to make any changes please contact:
Joe Mulcahy-Planned Maintenance Sales - Cummins Sales and Service
Office Phone 708-579-9222 Cell: 708-567-4822 Joe.Mulcahy@Cummins.com

Standard Agreement Amount	\$6,084.29
Proposal Total	\$6,084.29

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT. INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval _____

Signature: _____

Date: _____

CUMMINS INC _____

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.
2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.
3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.
4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.
5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price thereof.
6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**
7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.
11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest in such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.
14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.
15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR art 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.
[] Check if this Agreement pertains to government work or facilities.

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

QUOTATION

HDSFM

NO. 724911

D/B/A USABBLUEBOOK

PO Box 9004

Page 1

Gurnee, IL 60031-9004

Toll free: 1-800-548-1234

05/27/22

Fax: (847) 689-3030

Ship-to: 4
WILMINGTON WWTP

Bill-to: 222839
WILMINGTON CITY OF

745 WIDOWS RD
WILMINGTON, IL 60481
USA

1165 S WATER ST
WILMINGTON, IL 60481
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
VERBAL	06/26/22	FZO	NET 30	01	FXD/PPD	FEDEXGRND

QUOTED BY: FZO | QUOTED TO: RYAN FOSTER

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
43036	120 GPD; 100 PSI (LPH6SA-VTC3) PULSAtron Series E Plus Pump	1	EA	1288.60	EA	1288.60
43072	KOPkit (K6VTC3) PVC, Teflon & Ceramic	2	EA	168.15	EA	336.30
43042	24 GPD; 100 PSI (LPB4SA-VTT1) Series E Plus PULSAtron Pump	1	EA	743.70	EA	743.70
43078	KOPkit (K4VTT1) PVC, Teflon & Teflon	1	EA	164.35	EA	164.35
43592	96 GPD; 110 PSI (LVG5SA-VTSK) Series HV Pulsatron Pump	1	EA	1342.95	EA	1342.95
43597	KOPkit (K5VTSK) PVC, Teflon & 316 Stainless St	1	EA	426.55	EA	426.55
43023	6 GPD; 150 PSI (LPA2SA-VTCJ) PULSAtron Series E Plus Pump	1	EA	667.20	EA	667.20
70567	KOPkit (K2VTC1) PVC, Teflon & Ceramic	1	EA	123.50	EA	123.50

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

02-17-7320
Fy23 Notes

CONTINUED

QUOTATION
HDSFM
D/B/A USABLUBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 724911

Page 2

05/27/22

Ship-to: 4
WILMINGTON WWTP

745 WIDOWS RD
WILMINGTON, IL 60481
USA

Bill-to: 222839
WILMINGTON CITY OF

1165 S WATER ST
WILMINGTON, IL 60481
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
VERBAL	06/26/22	FZO	NET 30	01	FXD/PPD	FEDEXGRND

QUOTED BY: FZO | QUOTED TO: RYAN FOSTER

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
------	-------------	----------	----	-------	----	-----------

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
5093.15	.00	.00	22.65	5115.80

USE THIS QUOTE # ON PO's!



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	Q0046540
Page	1
Date	05/09/2022

Bill To WILMING	WILMING City of Wilmington* 1165 S. Water Street Wilmington IL 60481 	Ship To WILMING	WILMING City of Wilmington* 1165 S. Water Street Wilmington IL 60481
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Customer PO#	Ship Date	Salesperson	Terms	Tax Code
Meters	QUOTE	Phil Donelson	Net 30 Days	ILGOV

Document #	Warehouse	Freight	Ship Via
Q0046540	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
	2" ULTRASONIC METER					
ME2ZSU02USE60	2" ULTRASONIC WATER METER ENCODED, USG 15' BARE WIRE	10	EA	1091.92	EA	10,919.20
N-MP2678FF	2" X 6 7/8" OVAL FLG X FLG WITH 1" TEST PORT & PLUG	10	EA	288.77	EA	2,887.70
MP2FLGG	2" METER FLANGE DROP IN GASKET	30	EA	1.92	EA	57.60
N-BNG58212HN316SS	5/8" X 2 1/2" 316 STAINLESS STEEL HEX BOLT	60	EA	3.77	EA	226.20
N-BNGSS58HN316	5/8" 316 STAINLESS STEEL HEX NUT	60	EA	2.09	EA	125.40
MPMIU	STEALTH READER, WATER 5' BARE WIRE, MESH - ENCODED	10	EA	133.33	EA	1,333.30



QU



Q0046540

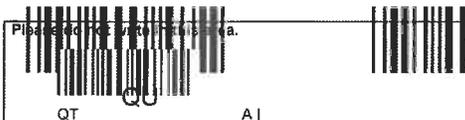
Note: Current legislation states of January 4th, 2014 it will be illegal to sell or install any items that are leaded brass in sizes 2" and below for use with potable water. Manufacturers have been making this conversion since this legislation was passed. UPSCO will be implementing the following changes 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
MPSKGT	GT FIELD SPLICE KIT	10	EA	9.00	EA	90.00
	Sub Total					15,639.40
	**1 1/2" ULTRASONIC METER*					
N-ME15ZSUR09USE60	1 1/2 ULTRASONIC METER ENCODED, USG, W/5' BARE WIRE	15	EA	205.94	EA	3,089.10
MP15FLGG	1 1/2" METER FLANGE GASKET	30	EA	1.20	EA	36.00
N-BNG58212HN316SS	5/8" X 2 1/2" 316 STAINLESS STEEL HEX BOLT	45	EA	3.77	EA	169.65
N-BNGSS58HN316	5/8" 316 STAINLESS STEEL HEX NUT	45	EA	2.09	EA	94.05
MPMIU	STEALTH READER, WATER 5' BARE WIRE, MESH - ENCODED	15	EA	133.33	EA	1,999.95
MPSKGT	GT FIELD SPLICE KIT	15	EA	9.00	EA	135.00
	Sub Total					5,523.75

QUOTED BY: BB
 QUOTED TO: Maureen Surman
 EXPIRES: 05/29/2022

Merchandise	Add On Charges	Tax	Total Due
21,163.15	0.00	0.00	21,163.15

We appreciate your business!



Q0046540

Accepted By

... Last page



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	Q0046776
Page	1
Date	06/20/2022

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

Document #	Warehouse	Freight	Ship Via
Q0046776	UTILITY PIPE SALES CO.,INC.	Prepaid	MOST ECONOMICAL

Item	Description	Quantity	UM	Price	Per	Extension
N-BMD746202	2" X2" X 3.00" METER TAIL PIECE	30	EA	92.18	EA	2,765.40
Direct from vendor						
N-BMD7462015	1 1/2" X 1 1/2" X 2.84" METE TAIL PIECE	40	EA	66.17	EA	2,646.80
Direct from vendor						

Thank You,
 Kevin
 QUOTED BY: kc
 QUOTED TO: Maureen Surman
 EXPIRES: 07/20/2022

We appreciate your business!	Merchandise	Add On Charges	Tax	Total Due
	5,412.20	0.00	0.00	5,412.20



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.

BRANCH CHI
2205 E LINCOLN HWY
LYNWOOD IL 60411-7701
708-758-2865
708-758-3481 FAX

207984608

Customer # : 1411746
Quote Date : 06/29/22
Estimated Out : 07/22/22 09:00 AM
Estimated In : 08/05/22 09:00 AM
UR Job Loc : 601 E KANKAKEE RIVER
UR Job # : 1
Customer Job ID :
P.O. # :
Ordered By : PATRICK NUGENT
Written By : CHRISTOPHER DECK
Salesperson : CHRISTOPHER DECK

WASTE WATER TREATMENT
601 E KANKAKEE RIVER DR
WILMINGTON IL 60481

Office: 815-476-2175 Cell: 815-693-0327

CITY OF WILMINGTON
1165 S WATER ST
WILMINGTON IL 60481-1671

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							Estimated Amt.
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
2	5202003	PUMP 6" VAC ASSIST - DIESEL		358.57	717.20	2,151.67	2,868.80
12	537/1930	HOSE 6X10 RUBBER SUCTION - QC		25.58	51.22	153.70	1,229.28
4	545/6690	6" QC 90 BEND		17.42	33.27	99.91	266.16
1	545/6625	6" QC TEE		13.89	26.54	79.71	53.08
1	545/6901	FLOAT SWITCH		68.52	137.06	411.26	274.12
						Rental Subtotal:	4,691.44
SALES/MISCELLANEOUS ITEMS:							Extended Amt.
Qty	Item		Price		Unit of Measure		Extended Amt.
1	ASSEMBLY/DISMANTLE LABOR	[AD LABOR/MCI]	1980.000		EACH		1,980.00
1	TECH FOR APPROX 1 DAY TO ASSEMBLE						
1	TECH FOR APPROX 4 HRS TO DISMANTLE						
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	57.370		EACH		57.37
1	DELIVERY CHARGE		300.000		EACH		300.00
1	PICKUP CHARGE		300.000		EACH		300.00
						Sales/Misc Subtotal:	2,637.37
						Agreement Subtotal:	7,328.81
						Estimated Total:	7,328.81

COMMENTS/NOTES:

CONTACT: PATRICK NUGENT
CELL#: 815-693-0327

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



MEMO

Date: July 19, 2022

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Joie Ziller, Deputy Clerk
Matt Hoffman, Finance Director

Re: Approve Resolution No. 2022-04, A Resolution for Maintenance Under the Illinois Highway Code Appropriating \$26,316.00 of Motor Fuel Tax Funds for Roadway Salt Purchase

Budget Impact: \$26,316 MFT Fund

Request: Approve Resolution No. 2022-04, A Resolution for Maintenance Under the Illinois Highway Code Appropriating \$26,316.00 of Motor Fuel Tax Funds for Roadway Salt Purchase

Discussion: The Streets Department had entered into a contractual agreement through the State to receive 400 tons of road salt from Compass Minerals. This contract was signed in April of 2021. The cost per ton is \$65.79 bringing the total of this purchase to \$26,316. In order to comply with this contract, we must purchase the salt and take delivery by September 30th 2022. This is a budgeted expense from our MFT funds. In order to use MFT funds the City Must get approved from IDOT via Resolution No. 2022-04. Which is attached for your authorization.

Motion: **Staff respectfully requests and recommends a motion to approve Resolution No. 2022-04, A Resolution for Maintenance Under the Illinois Highway Code Appropriating \$26,316.00 of Motor Fuel Tax Funds for Roadway Salt Purchase.**

Thank you in advance for your consideration of this request.



CC: James

Apr 06, 2022

Ken Ewenson
City of Wilmington - Will County
1165 S Water Street

Customer ID: H728649

Wilmington, IL, 60481

Ken Ewenson,

Compass Minerals appreciates your business. The following indicates where you stand contractually with CMP as of the date of this letter. Please contact your sales manager if you anticipate problems completing this contract by the expiration date.

All units are in US Tons

<u>Destination</u>	<u>Tons Committed</u>	<u>Tons Shipped</u>	<u>Maximum Supply</u>	<u>Max Supply Remaining</u>	<u>Minimum Purchase</u>	<u>Min Purchase Remaining</u>	<u>Exp Date</u>
Wilmington, IL City of, Will County	500	0.00	600.00	600.00	400.00	400.00	09/30/2022
Totals:	<u>500</u>	<u>0.00</u>	<u>600.00</u>	<u>600.00</u>	<u>400.00</u>	<u>400.00</u>	

Thank you for the opportunity to service your deicing salt requirements.

Sincerely,

Compass Minerals
Highway Sales Department
800-323-1641



Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submittal Type

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Wilmington	Will	22-00000-00-GM	05/01/22	04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1	I	No	Salt for Roadways	ton	400	\$65.79	\$26,316.00	\$26,316.00
Total Operation Cost								\$26,316.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$26,316.00			\$26,316.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	\$26,316.00			\$26,316.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$26,316.00			\$26,316.00

Remarks

SUBMITTED

Local Public Agency Official	Date
<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>

Title

County Engineer/Superintendent of Highways	Date
<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>

APPROVED

Regional Engineer Department of Transportation	Date
<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>



Resolution for Maintenance Under the Illinois Highway Code



Table with 3 columns: Resolution Number (2022-04), Resolution Type (Original), Section Number (22-00000-00-GM)

BE IT RESOLVED, by the Council of the City of Wilmington, Illinois that there is hereby appropriated the sum of

Twenty Six Thousand Three Hundred Sixteen and 00/100 Dollars (\$26,316.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/22 to 04/30/23 (Beginning Date to Ending Date)

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Wilmington shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Joie Ziller, Clerk in and for said City of Wilmington in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Wilmington at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature box

APPROVED

Regional Engineer Department of Transportation Date box



City of Wilmington

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

July 13, 2022

Jeannine Smith
[REDACTED]

RE: Vacation Leave Benefits

Dear Ms. Smith:

The City of Wilmington is pleased with your service to the City as its Administrator. To show our appreciation, beginning on July ____, 2022, you will receive 160 hours of vacation leave, subject to the regulations of the City's Employee Manual. You will also receive 160 hours of vacation time each year on your employment anniversary date. If you have any questions, do not hesitate to ask me.

Very truly yours,
City of Wilmington,

By _____
Ben Dietz, Mayor

ACCEPTED:

Signature

Date



MEMO

Date: July, 15 2022

To: Jeannine Smith, City Administrator

From: Matt Hoffman, Finance Director

Re: AT&T Agreement Assignment

AT&T has submitted notification to the city that assignment of the lease agreement recently entered into by the City of Wilmington and AT&T will be assigned to Vertical Bridge 500, LLC. upon our consent. The lease agreement stipulates that the City's consent is required for any entity with a net worth of at least fifty million dollars (\$50,000,000). After reviewing the Consolidated Income and Balance Sheet Statements provided by Vertical Bridge, City staff has determined that the criteria for assignment/sublease have been met. City staff recommends that the consent sought by AT&T be given.

AT&T Mobility Corporation
Real Estate & Construction Dept.
95 W. Algonquin Road
Arlington Heights, IL 60005



City of Wilmington
Mayor Ben Dietz
1165 S. Water Street
Wilmington, IL 60481

RE: **Project Notification** – Option and Land Lease Agreement dated April 15, 2022 (“Agreement”) between the City of Wilmington, an Illinois municipality (“Landlord”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“AT&T”).

Site: Site Address: 601 E. Kankakee River Drive, Wilmington, IL 60481
AT&T Site ID: IL1635 / Wilmington Downtown
FA#: 12876025

Dear Mayor Ben Dietz

Please accept this notification that AT&T Mobility (“AT&T”) will be assigning the Agreement to Vertical Bridge 500, LLC. Their contact information is:
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487
(561) 948-6367

Consent Required: Pursuant to Paragraph 16 of the Agreement ***your consent is required*** for this assignment. Vertical Bridge 500, LLC has a net worth of at least Fifty Million Dollars (\$50,000,000). Therefore, please indicate your consent by dating and signing below and returning this letter within 15 days from receipt. Landlord’s consent below also confirms that this assignment is an assignment and not a sublease and therefore the Revenue Share provision of Paragraph 4(c) does not apply to this assignment.

Please return this completed form to me by email. Should you have any questions, please feel free to contact me.

Sincerely,


New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager
By: 

Print Name: Andrew T. Flowers
Its: Sr Real Estate & Construction Manager
Date: 4/15/2022

Sincerely,

City of Wilmington
an Illinois municipality

By: _____
Print Name: _____
Its: _____
Date: _____

QUOTE
June 22, 2022

Mr. Casey McCollom
City of Wilmington
212 N Water Street
Wilmington, IL 60481
847-833-7768
caseym@chamlin.com



CT4000 (Dual Plug Station J1772 Level 2 with Credit Card Capability) 5 year contract
With Self-Retracting Cord Management, Video Capability and 5 Year Parts and Labor Warranty
Reference: 5 Year Service Contract February Pricing

Model Number	Description	QTY	Price Per Year	Total Price
ChargePoint CT-4000 Gateway 5 Year Subscription 5 Year Commercial Cloud Plan	Dual Plug Station - with Locking Holster and Card Reader	1	Yearly Cost \$2,160 \$2,160 Per Plug	5 Year Subscription \$10,800 \$10,800
CT4000-PMGMT	Reference Page 2 of Quote for Explanation CT4000 Power Management Kit	2	\$0	Included
Site Validation	Reference Page 2 of Quote for Explanation	0	\$0	Included
5 Year Assure	Reference Page 2 of Quote for Explanation	1	\$0	Included
Kit CT4001-CM	Bollard Concrete Mounting Kit	1	\$0	Included
FINAL Installation	ChargePoint completes installation station activation of a made ready site	1	\$0	Included
Shipping	Shipping	1	\$0	Included
Amount Due	Cost before make ready installation		\$2,160	\$10,800.00



Signature

Date

Ship to:



ChargePoint Service Contract Includes

Site Validation, Assure parts and Labor Warranty , Commercial Cloud Plan, 24-7-365 Customer Service for Drivers via 800 number, Station upgrade if available Reporting, Software Updates, Station Manager Account Access, Data Collection and Credit Card Capability

Site Validation:

On-Site Validation of cellular coverage, electrical capacity, transformers, panels, breakers, wiring and station installation meets all ChargePoint published requirements.

Subscription Periods - Annual Price per dual port station

- 1 year \$2,640
- 3 years \$2,400 per year
- 5 years \$2,160 per year

**** Other Standard Terms and Conditions**

Contract Terms and Conditions supplied by ChargePoint.
Prices are confidential and expire: June 27, 2022

Bob Spatz - 518-505-0508-bobs@carboday.com - 163 S. Wheeling Rd. - Wheeling - IL 60090

Visit Our Website: <https://carbodayevcharging.com/>

90% City
10% Carbon Day



City of Wilmington

1165 S. Water Street Wilmington, IL

Phone: 815-476-2175 www.wilmington-il.com

July 15, 2022

Mr. John Wilson
State & Federal Lands Access Programs
22001 Loudoun County Parkway
Building E2, Suite 200
Ashburn, VA 20147

Re: Village of Elwood and City of Wilmington Joint FLAP Grant Application

Dear Mr. Wilson,

The City of Wilmington is a small city located in Will County, Illinois. Nestled along historic Route 66 and bisected by the Kankakee River National Water Trail, the City of Wilmington combines all the best aspects of rural and suburban living. We were recently contacted by our neighbors to the north, Village of Elwood, to collaborate on a trail grant opportunity connecting the Abraham Lincoln Cemetery to Midewin National Tallgrass Prairie along historic Route 66. The City gladly accepted this invitation to research options and expanded the original application limits to include the Kankakee River National Water Trail.

Trails are an important component to any community in that they provide recreational opportunities as well as safe pathways for those who choose to bike or walk to places of interest. The trail plan we are submitting has been contemplated by the Village of Elwood, City of Wilmington, County of Joliet and the Illinois Department of Natural Resources since 2005!

We fully support this project and humbly submit our application to you for funding; without which this project would not be possible.

Respectfully submitted on behalf of the City Council,

Ben Dietz
Mayor