



REGULAR CITY COUNCIL MEETING AGENDA

**Tuesday, February 18, 2025
7:00 P.M. (CST)**

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

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

Mayor Ben Dietz

Alderspersons: Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight
Leslie Allred, Jonathan Mietzner, Thomas Smith, Todd Holmes

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

C. MAYOR'S REPORT

D. CONSENT AGENDA

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

1. Approve the Regular Meeting Minutes from February 4, 2025
2. Approve the Accounts Payable Report
3. Approve Invoice No. 24-1463 for Tuition and Payable to the Macon County Law Enforcement Training Center
4. Approve and Authorize the City Administrator to Execute the Route 66 Monument Park Agreement Between the Heritage Corridor Convention and Visitor's Bureau and the City of Wilmington (Route 66 Grant FY25)
5. Approve Ordinance No. 25-02-18-01, An Ordinance Authorizing an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)
6. Approve Ordinance No. 25-02-18-02, An Ordinance Amending Provisions of Chapter 112 Alcoholic Liquor of the City of Wilmington Code of Ordinances Regarding Liquor License Classifications, Fees, and Revocation Procedures
7. Approve the Proposal from The Flower Faery to Provide Seasonal Color Planter Rotation for 2025 at a cost of \$2,800
8. Approve the Amended Outgoing Loan Agreement with Joliet Area Historical Museum regarding the Loan Period of the Gemini Giant
9. Approve Approve the Quote from LAI, Ltd. for Equipment Repairs to the North Blower at the Waste Water Treatment Plant at a cost of \$18,850
10. Award the Façade Improvement Grant to Nicholas Martinez for 116-118 S. Water Street Improvements
11. Approve the Quote from Hach to Purchase Four Turbidimeters with Controllers, along with a Start-Up and One-Year Warranty Agreement, for a total cost not to exceed \$28,925.60
12. Approve the Request for Staff to Pursue Equipment Financing Through U.S. Bank for the Purchase of Six Pieces of Equipment for a Rate of 4.76% on a 5-Year Term
13. Approve Request No. 1 for Approval of Change in Plans, along with the Engineer's Payment Estimate #3 payable to Austin Tyler Construction, Inc. as related to the MFT Project

E. ORDER OF BUSINESS

1. Consideration to Approve an Additional Class A Liquor License (The Garage on Water, 116B S Water Street) and Approve An Ordinance Amending Provisions of Chapter 112 of the Code of Ordinances Imposing Restrictions on the Number of Liquor Licenses Authorized

*Posting Date:
2/14/2025 2:44 PM jjz*

F. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

G. ALDERMEN COMMENTS

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

H. EXECUTIVE SESSION

1. Review of Executive Session Minutes [5 ILCS 120/2.06(d)]
2. Appointment, Employment, Dismissal, Compensation, Discipline, and Performance of an Employee of the City of Wilmington [5 ILCS 120/2(c)(1)]
3. Collective negotiating matters between the City of Wilmington (public body) and its employees [5 ILCS 120/2(c)(2)]
4. Matters of Land Acquisition [5 ILCS 2(c)(5) and 2(c)(6)]
5. Probable or Imminent Litigation and Pending Litigation [5 ILCS 2(c)(11)]

I. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

J. ADJOURNMENT

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

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

The next regularly scheduled City Council meeting is Tuesday, March 4, 2025.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
FEBRUARY 4, 2025**

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

ROLL CALL

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

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

CITIZENS COMMENT

No comments were made.

MAYOR'S REPORT

Mayor Dietz announced that the Town Hall meeting is set for Wednesday, February 12, 2025, at 6 PM.

Mayor Dietz wished the High School Cheer Team good luck as they head to the state finals this Friday.

CONSENT AGENDA

1. Approve the Regular Meeting Minutes from January 21, 2025
2. Approve the Accounts Payable Report

Alderperson Kirwin made a motion and Alderperson Knight seconded to approve the Consent Agenda for the February 4, 2025, City Council meeting

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

ORDER OF BUSINESS

N/A

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – No Report

City Administrator – Jeannine Smith – It has been reported that the Wilmington Rotary will host the second day of this year's RT 66 Red Carpet Corridor events, which are scheduled for May 3 and 4, 2025. In cooperation with the Will County Health Department, the City will be hosting a Health and Resource Fair this spring.

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – No hard start date has been provided by D' Construction on the start of the project. Being absent from the February Committee of the Whole meeting an update on the FY26 MFT Program will be provided at the February 18th Finance Committee meeting.

Chief of Police – Adam Zink – No Report

ALDERPERSON COMMENTS

Aldersperson Kirwin – No Comment

Aldersperson Vice – No Comment

Aldersperson Allred – No Comment

Aldersperson Holmes – No Comment

Aldersperson Jeffries – No Comment

Aldersperson Knight – No Comment

Aldersperson Mietzner – No Comment

Aldersperson Smith – No Comment

EXECUTIVE SESSION

Aldersperson Vice made a motion and Aldersperson Knight seconded to go into Executive Session at 7:06 PM to discuss Collective negotiating matters between the City of Wilmington (public body) and its employees [5 ILCS 120/2(c)(2)] and Probable or Imminent Litigation and Pending Litigation [5 ILCS 2(c)(11)]

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

Aldersperson Vice made a motion and Aldersperson Mietzner seconded to close Executive Session at 7:26 PM

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

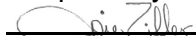
ACTION OF EXECUTIVE SESSION

None

ADJOURNMENT

The motion to adjourn the meeting was made by Aldersperson Kirwin and seconded by Aldersperson Vice. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on February 4, 2025, adjourned at 7:26 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



Macon County Law Enforcement Training Center
1095 Rotary Way
Decatur, IL 62521

Invoice

Date	Invoice #
1/9/2025	24-1463

Bill To
Wilmington PD Chief Adam Zink

Account #		193139			Due Date		2/10/2025	
Date	Item	Quantity	Description	Unit	Rate	Amount		
1/9/25	BLEA Tuition	1	RC24-24 9/3-12/20/24 for Loftus *Tuition includes lodging, meals, wearables, supplies and ammunition		7,400.00	7,400.00		
	CBM	1	Elective		100.00	100.00		
	OC Spray	1	Elective		50.00	50.00		
Please make check payable to: Macon County Law Enforcement Training Center, 1095 W Rotary Way, Decatur, IL 62521								
					Total		\$7,550.00	

E-mail
mpounder@richland.edu



MEMO

Date: February 18, 2025

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator

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

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

Budget Impact: \$90,000 Grant (Heritage Corridor Convention and Visitors' Bureau)

Request: Authorization to place a Memorandum of Understanding (MOU) between the City of Wilmington and the Heritage Corridor Convention and Visitors' Bureau on the February 18, 2024 City Council Agenda for approval and authorization to seek proposals for the South Island Park Attraction Enhancement project.

Discussion: The City of Wilmington submitted for and received a \$90,000 grant for the installation of landscaping at the South Island Monument Park, interpretive signs along the multi use path, a kiosk sign at the Gemini Giant and a mural on the shed behind the RT 66 Monument Sign. The grant is administered through the Heritage Corridor Convention and Visitors' Bureau. This document outlines the responsibilities of each party as it relates to the purchase and placement of the attraction enhancements. \$90,000 will be directed towards procurement and installation and \$6,000 will be directed toward CVB grant administration.

Staff respectfully requests and recommends a motion authorizing the City Administrator's execution of a Memorandum of Understanding between the City of Wilmington and the Heritage Corridor Convention and Visitors' Bureau for the Attraction Enhancements be placed on the February 18, 2024 agenda.

Attachments: MOU

ROUTE 66 GRANT FY25 (25-336001)

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

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this _____ day of _____, 2025, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "CVB") whose address is 701 Essington Road, Suite 100; Joliet, IL 60435; and CITY OF WILMINGTON (an Illinois municipality) (hereinafter "CITY"), whose address is 1165 S. Water Street; Wilmington, IL 60481.

RECITALS

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

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

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

WHEREAS, CVB will provide funding for costs associated with enhancements at the new park including wayfinding and marketing/promotion for visitors. Other park enhancements will include a mural backdrop, 10 interpretive signs for a multi-modal path telling the story of Wilmington's connection to Route 66, and landscaping; and

WHEREAS, as consideration for the project management (including grant reporting) of said Route 66 Monument Park, the CITY agrees to a one-time payment of six thousand dollars (\$6,000) to CVB to cover project management costs for the exhibit. CITY agrees to make the one-time payment on or before April 30, 2025.

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

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

1. The term of this agreement shall commence on or before January 1, 2025, and shall continue through May 31, 2025, unless sooner terminated in whole or in part according to the terms of the agreement. The Route 66 Broadway Greenway Park exhibit must be completed by May 31, 2025.
2. CITY shall follow state procurement guidelines and have multiple bids for project components over \$10,000. CITY will provide documentation: (1) copy of the RFP; (2) brief explanation of RFP advertising plan; (3) selection criteria/scoring sheet; and (4) vendor contract. CITY will provide statement authorizing payment to preferred vendor to CVB along with the above documentation. CITY may request vendor deposit payments up to 50% down by March 31, 2025, with balances due no later than May 31, 2025. Three bids are recommended; however, minimum two bids are required.
3. CITY will provide signage at the Route 66 Monument Park indicating the following information: "Project funded by Illinois DCEO Route 66 Grant" and include the logos of Enjoy Illinois, CVB, and CITY. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the discretion of the CITY.
4. CITY must submit monthly performance reports along with pictures of the progress of the project. Reports should include the progress of the job, % of completion, and projected completion date. Reports are due the 10th day of the month for project work the previous month, starting March 10.
5. CVB shall not be liable for any injury or death occurring in or about the Rout 66 Monument Park or for injury or death that is caused because of the condition of the park itself. CVB shall not be liable for repair, replacement, or maintenance of the Route 66 Monument Park.
6. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use/establishment of the Route 66 Monument Park.
7. The Parties hereby acknowledge that the approximate costs for Route 66 Monument Park are Route 66 grant eligible expenses not to exceed \$90,000 to the contractual grant expense category. Eligible costs up to \$90,000 will be provided/paid by the CVB on behalf of CITY. CITY will be financially responsible for expenses exceeding the initial \$90,000 Route 66 Grant eligible expenses.

MOU/contract must be signed/executed by February 28, 2025 with payments and work completed by May 31, 2025.

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

CITY OF WILMINGTON BY ITS AUTHORIZED AGENT
Jeannie Smith, City Manager

DATE _____

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

DATE _____

2025-01-17

ORDINANCE NO. 25-02-18-01

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT FOR PARTICIPATION IN THE
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)**

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

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

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

WHEREAS, the Mayor and City Council for the City of Wilmington have determined that it is in the best interests of the City of Wilmington and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

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

SECTION 1: INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2: APPROVAL OF AGREEMENT

That the Illinois Public Works Mutual Aid Network Agreement, attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the "Agreement"), is hereby approved, and the Mayor and the Clerk be and are hereby authorized and directed to execute the Agreement.

SECTION 3: 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 18th day of February 2025 with ____ members voting aye, ____ members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

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

Approved this 18th day of February 2025

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among _____ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

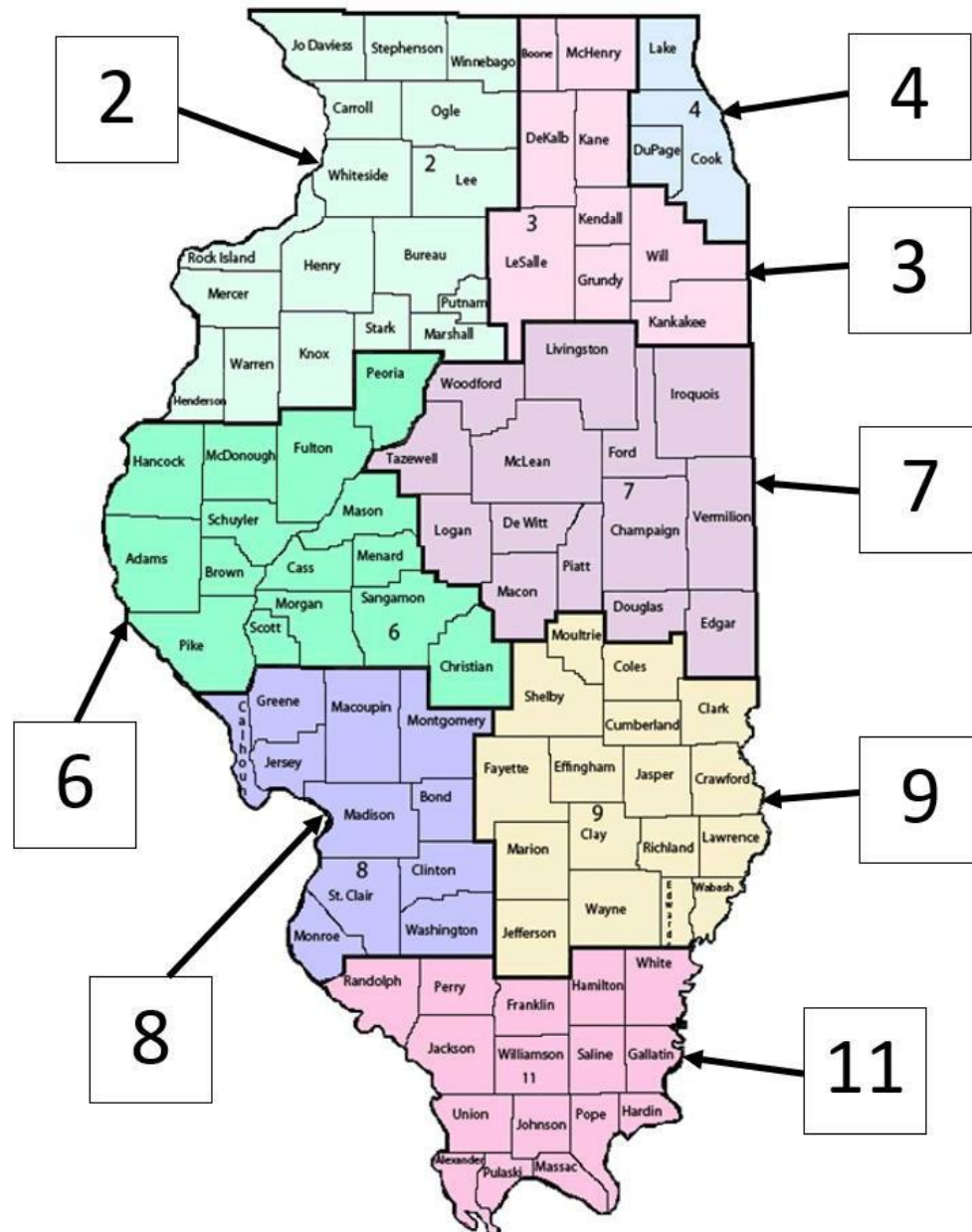
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

ORDINANCE NO. 25-02-18-02

AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 112 ALCOHOLIC LIQUOR OF THE CITY OF WILMINGTON CODE OF ORDINANCES REGARDING LIQUOR LICENSE CLASSIFICATIONS, FEES, AND REVOCATION PROCEDURES

WHEREAS, the City of Wilmington is authorized by Section 4-1 of the Liquor Control Act (235 ILCS 5/4-1) to determine the number, kind and classification of licenses, for sale at retail of alcoholic liquor not inconsistent with the Liquor Control Act, the amount of the local licensee fees to be paid for the various kinds of licenses to be issued, and other related regulations; and

WHEREAS, the City of Wilmington has enacted provisions restricting and regulating the sale of alcoholic liquors to protect the health, safety, and welfare of the inhabitants of the city and to affect temperance in the consumption of alcoholic liquors consistent with Section 4-1 of the Liquor Control Act; and

WHEREAS, it is in the best interests of the City of Wilmington and its citizens that certain provisions of Chapter 112 of the Code of Ordinances be amended as provided herein.

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

SECTION 1: ORDINANCE AMENDED

That 112.06 of Chapter 112 of the Municipal Code of Ordinances is hereby deleted and replaced by the following:

112.06 Classification of licenses—Fees.

(A) Licenses are divided into classes as follows:

- (1) (a) Class A licenses shall authorize the retail sale on the specified premises of alcoholic liquor only for consumption on the premises. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility. Notwithstanding the foregoing, the Class A license shall allow for the retail sale of alcoholic liquor for off premises use in a dollar amount no greater than 25 percent of the dollar amount of the premises' gross alcoholic beverage sales.
- (b) Class A-1 licenses shall authorize the retail sale on the specified premises of craft beers and wines only for consumption on the premises. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility. Notwithstanding the foregoing, the Class A-1 license shall allow for the retail sale of craft beer and wine for off premises use in a dollar amount no greater than 60% of the dollar amount of the premises' gross craft beer and wine sales.
- (2) (a) Class B license shall authorize on the specified premises (i) the retail sale of alcoholic liquor for consumption off the specified premises and (ii) the sale of alcoholic liquor for limited consumption on premises when dispensed in glasses which can hold no more than eight ounces and the premises shall not dispense more than 16 ounces of beer, 12 ounces of wine, or 2 ounces of spirits to any person in a

single day. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility.

- (b) Class B-1 licenses shall authorize the wholesale and retail sale on the specified premises of beer and wine but the beer and wine sold shall not be for consumption on the specified premises where sold. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility. If the sale of alcoholic liquor is conducted on premises which are utilized primarily for other retail sales activity, the display of liquor shall be confined to a liquor display area as approved by the liquor commissioner. The liquor display area shall generally be a designated portion of the premises which includes all liquor. In particular, but without limitation, there shall be no aisle displays, or stocking of liquor in any public area of the establishment, except in the approved liquor display area. Any changes to the location or size of the liquor display area shall be approved by the liquor commissioner. The licensee shall cause a sign advising that the area is closed to be conspicuously posted within the liquor display area during those hours that liquor sales are prohibited. In order to qualify for a B-1 license an applicant's alcohol and tobacco sales cannot constitute greater than 50% of the premises' gross sales.
 - (c) Class B-2 shall authorize on the specified premises (i) the retail sale of beer and wine for consumption off the specified premises and (ii) the sale of beer and wine for limited consumption on premises when dispensed in glasses which can hold no more than eight ounces and the premises shall not dispense more than 16 ounces of beer or 12 ounces of wine to any person in a single day. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility.
- (3) (a) Class C licenses shall authorize the retail sale of alcoholic liquor upon the specified premises only to members and guests when accompanied by members and shall be issued only to clubs as defined by the Illinois Liquor Control Act, to local lodges of national fraternal organizations, and to other bona fide fraternal pleasure and social associations not organized primarily for the sale or consumption of alcoholic liquor. The annual fee for the license shall be \$400 per year payable in two semiannual installments of \$200 each; the installments shall be due on May 1 and November 1 of each year.
- (b) At the time any application for a Class C license or a renewal thereof is made, the secretary of the organization shall furnish a sworn statement of the number of members as of the date of the application. The affidavit shall be attached to and made a part of the application for license or renewal.
 - (c) The aggregate number of Class C licenses to be issued and in effect in the city at any one time shall not exceed two in number.
- (4) (a) Class D licenses shall authorize the retail sale of alcoholic liquor in restaurants only for consumption on the premises in accordance with and only in places where the licensed establishment can keep and maintain at all times during the license term, all of the terms and conditions of a restaurant as defined in Section 112.02 of this chapter.
- (b) The annual fee for a Class D license shall be \$700 per year payable in two equal installments, the first of which shall be deposited with the application for license and thereafter the license fee shall be paid one-half on May 1 and one-half on November 1 of each year.
 - (c) Class D-1 licenses shall authorize the retail sale of beer and wine in restaurants, service bar only, only for consumption on the premises in accordance with and only in places where the licensed establishment can keep and maintain at all times during the license term, all of the terms and conditions of a restaurant as defined in Section 112.02 of this chapter.

- (d) The annual fee for a Class D-1 license shall be \$700 per year payable in two equal installments, the first of which shall be deposited with the application for license and thereafter the license fee shall be paid one-half on May 1 and one-half on November 1 of each year.
- (5) (a) Class E licenses shall authorize the sale of alcoholic liquor by civic, charitable, governmental, or other not-for-pecuniary-profit organizations on specified premises or within an area specifically designated in the license for no longer than a period of 24 hours. Class E licenses shall be available only to such organizations whose offices are located within the city.
- (b) The fee for the issuance of a Class E license for the period allowed shall be \$25 per day.
- (c) The application for a Class E license shall be made to the liquor commissioner under oath, accompanied by the required fee, and shall contain such information and be in such form as may be required by the liquor commissioner. The liquor commissioner shall determine, in his sole determination, whether it is in the best interests of the city to issue such a license.
- (d) All of the other terms, conditions and provisions of this chapter shall be applicable to the issuance of a Class E license, except as specifically provided in this subsection (5), and also except that the restrictions under Sections 112.15 and 112.18 may be waived by the local liquor commissioner when the license is issued for the premises owned or occupied by the civic, charitable, governmental, or other not-for-pecuniary-profit organization.
- (e) Any license issued as a Class E license shall be subject to the following conditions and restrictions:
 - 1. The area operated for sale of alcoholic liquor under a Class E license shall require the same to be adequately fenced with a snow fence of no less than four feet in height or in a defined area or space within a building.
 - 2. The area licensed shall have one or more entrances (not to exceed four in number) of not more than five feet in width each.
 - 3. No person under the age of 21 years shall enter a licensed premises, except in cases where a licensee is selling food; and in that event, a person under the age of 21 years, when accompanied by his parents or legal guardian, may enter the licensed premises with the parent or legal guardian and remain there with the parent or legal guardian until 9:00 p.m. After 9:00 p.m., no person under the age of 21 years shall be allowed in the licensed premises. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce the time limits set above and to remove persons under the age of 21 years from the licensed premises after 9:00 p.m.
 - 4. No person under the age of 21 years shall be allowed to consume, purchase, or possess any alcoholic liquor in the licensed premises. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce this age provision by providing a responsible person or persons to check and establish the age of each person consuming alcoholic liquor within the licensed premises.
 - 5. Any violation of this section, state law, or other local ordinance, or any disorder, fighting, or lewd operations shall result in the suspension of the license issued pursuant to this subsection (5), in addition to any other penalty as provided by law.
- (6) (a) Class F licenses shall authorize the retail sale of bottled wine in its original container on specified premises or within an area specifically designated in the license for those businesses where the sale of the bottled wine is an incident to the merchandise generally offered for sale on the premises.
- (b) The wine sold shall not be for consumption on the specified premises where sold. The fee for the issuance of a Class F license shall be \$200.
- (c) The application for a Class F license shall be made to the liquor commissioner under oath, accompanied by the required fee, and shall contain such information and be in such form as may

be required by the liquor commissioner. The liquor commissioner shall determine, in his sole determination, whether it is in the best interests of the city to issue such a license.

- (d) All of the other terms, conditions and provisions of this chapter shall be applicable to the issuance of a Class F license, except as specifically provided in this subsection (9), and also except that the restrictions under Section 112.18 may be waived by the local liquor commissioner.
- (e) Any license issued as a Class F license shall be subject to the following conditions and restrictions:
 - 1. The display of liquor shall be confined to a liquor display area as approved by the liquor commissioner. The liquor display area shall generally be a designated portion of the premises which includes all liquor. In particular, but without limitation, there shall be no aisle displays, or stocking of liquor in any public area of the establishment, except in the approved liquor display area. Any changes to the location or size of the liquor display area shall be approved by the liquor commissioner. The licensee shall cause a sign advising that the area is closed to be conspicuously posted within the liquor display area during those hours that liquor sales are prohibited. In order to qualify for a F license an applicant's alcohol and tobacco sales cannot constitute greater than 25% of the premises' gross sales.
 - 2. The total number of wines available shall not exceed 12.
 - 3. The area licensed shall have one or more entrances (not to exceed four in number) of not more than five feet in width each.
 - 4. No person under the age of 21 years shall be allowed to consume, purchase, or possess any alcoholic liquor in the licensed premises. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce this age provision by providing a responsible person or persons to check and establish the age of each person consuming alcoholic liquor within the licensed premises.
 - 5. Any violation of this section, state law, or other local ordinance, or any disorder, fighting, or lewd operations shall result in the suspension of the license issued pursuant to this subsection (6), in addition to any other penalty as provided by law.
- (7) (a) Class G licenses shall authorize the retail sale and dispensing of alcoholic liquor for consumption at an outdoor sporting/entertainment facility of the licensed premises, and within the building of the licensed premises at or over a bar or bars, service bar or bars and at tables for businesses operating as a banquet facility for private parties scheduled in advance including, but not limited to, wedding receptions, political and charitable fund-raisers, club gatherings, sports banquets, anniversary parties, reunions, holiday parties, appreciation gatherings, company parties and similar events.
- (b) The aggregate number of Class G licenses to be issued and in effect in the city at any one time shall not exceed one in number.
- (c) The annual fee for a Class G license shall be \$1,900 payable in two semiannual installments of \$950 each. One-half of the first installment shall be deposited with the application for license, the balance of the annual fee is to be due and payable on November 1 following and thereafter the license fee shall be paid one-half on May 1 and one-half on November 1 of each year.
- (8) Class H licenses shall authorize the licensee to sell alcoholic liquor to its patrons and guests by the drink, for consumption in the clubhouse and on the golf course, and not for resale in any form. The license shall only be available for premises defined as "golf course/clubhouse" herein which has a minimum of 100 total acres for an 18-hole or greater course or a minimum of 50 total acres for a nine-hole course. "Golf course/clubhouse" means a public or private golf course with a clubhouse having a facility used, kept and maintained as a place where food is served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein of sufficient number and kind, employees to prepare, cook and serve suitable food for its guests. The annual fee for a Class H license shall be \$800 payable on May 1 of each year.

- (9) Class I. During authorized hours of business, Class I-1 or I-2 licensee may offer for onsite consumption samples of beer and/or cider brewed or manufactured on the licensed premises by the licensee and permitted to be sold pursuant to this classification. Licensees shall not provide more than three (3) free samples; no single serving of beer or cider shall exceed two (2) ounces. Said tasting shall be for the purpose of disseminating product information and education with consumption of beer being an incidental part of the presentation. Sampling shall be under the supervision of the license holder or duly authorized agent and be conducted in a manner which will confine the consumption on the licensed premises solely for the purpose of providing samples in connection with anticipated sales.
- (a) Class I-1 (Brew Pub) license shall authorize the manufacturing or brewing and storage of beer and/or cider on the licensed premises for sale to importing distributors, distributors, and to non-licensees for use and consumption only, the retail sale of alcoholic liquor for consumption on the premises and in the original package for consumption off the premises, the retail sale of beer and/or cider brewed or manufactured on the licensed premises for consumption on the premises and in its original package for consumption off the premises, and shall include a full kitchen and such facility shall be properly licensed as a food service establishment. This class shall permit entertainment on the licensed premises and the licensee shall maintain in good standing a State of Illinois brew pub license as required and authorized under the Illinois Liquor Control Act (235 ILCS 5/1 et seq.), as amended. The annual fee for a Class I-1 license shall be \$800, payable in two installments of \$400 each, the first installment of which shall be deposited with the application for a license and the second installment to be due and payable on May 1 or November 1, whichever occurs first.
- (b) Class I-2 (Craft Brewery) license shall authorize the manufacturing or brewing and storage of beer and/or cider for the retail sale for consumption on the premises and also authorize the retail sale of beer and/or cider in its original package for consumption off the premises, and may include a full kitchen provided such facility is properly licensed as a food service establishment. The licensee shall maintain in good standing a State of Illinois Class 1 Brewer or Class 2 Brewer license authorized under the Illinois Liquor Control Act (235 ILCS 5/1 et seq.), as amended. The annual fee for a Class I-2 license shall be \$450, payable in two installments of \$225 each, the first installment of which shall be deposited with the application for a license and the second installment to be due and payable on May 1 or November 1, whichever occurs first.
- (10) Class J License (Movie Theater Live Events) shall authorize the sale of alcoholic liquor only for consumption indoors on the premises for live events only at movie theater establishments only. The service and sale of alcoholic liquor shall only be permitted at a bar in a designated area where entry is prohibited by persons under the age of 21. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce the age restriction by providing a responsible BASSET trained person or persons to check and establish the age of each person entering into the designated area. Class J licenses shall be limited to alcoholic liquor service for no more than twelve live events per year and no more than 60 minutes before the event and in no event longer than five hours of alcoholic liquor service per live event. The fee for the issuance of a Class J license shall be \$500 per year.
- (11) Class K License shall authorize the retail sale of alcoholic liquor consumption on premises on property owned or controlled by the City of Wilmington. An approved Class K license shall describe the premises approved for retail sale, may include more than one point of service at a given location, may provide for the outside sale of alcoholic beverages, and shall be limited to corporations (non-profit or for profit) and charitable organizations in existence on or before March 1, 2025. Only one Class K License shall be issued per property per day. Class K Licenses shall not be issued to an individual. The fee for the license shall be \$50 per day which shall be deposited with the application for a license.
- (12) Class L License shall authorize the retail sale for consumption of beer and wine on premises at arts and crafts studios. Consumption shall be limited to patrons assembled on the premises for the purpose of attending an event, art, craft, or other class offered by an art studio, arts and crafts school, or similar leisure/entertainment business while the licensee is hosting an event or conducting a class. All

employees that serve alcoholic liquor shall be BASSET certified. The service and consumption of beer and wine shall only be allowed during the time at which the facility is conducting an event or class. The fee for the license shall be \$50 per day which shall be deposited with the application for a license.

- (13) Daily Permit License. The Mayor may grant a Daily Permit License to any not-for-profit organization or club, business, or local liquor license holder held in good standing by the city and located in or providing service in the city. A daily permit shall be valid for one day only and the mayor reserves the right to limit the sale of liquor to particular times during the day of the permit. Permits shall be issued in accordance with the following standards:
- (a) A daily permit shall not be issued for any more than four (4) consecutive days.
 - (b) The daily permit fee of fifty dollars (\$50.00) per day shall be payable by the permittee upon the issuance of a daily permit. This permit fee shall not be waived for any organization or business.
 - (c) At a minimum, the following information is to be submitted regarding the event:
 - a. Date, times and location of the event.
 - b. Type of alcohol to be served.
 - c. Description of security measures to be utilized for both liquor service and the event.
 - d. Description of the area in which alcoholic liquor will be available for service and for consumption.
 - (d) Unless specifically provided otherwise, all requirements of this chapter shall apply to permits granted under this section.
 - (e) The Mayor will make a recommendation to City Council upon the issuance of any requested Daily Permit License, and shall only be approved with the advice and consent of City Council.
 - (f) Application for a daily permit must be submitted sixty (60) days in advance of the event.
- (14) Class W licenses (Wine tasting events) shall be defined as: an event encompassing no more than eight consecutive hours at which wine is dispensed in glasses which can hold no more than two oz. of wine; the total two oz. servings per person shall not exceed six for the event.
- (a) Class W licenses shall entitle the holder thereof to hold a wine tasting event.
 - (b) Class W licenses shall only be available to the holders of a Class A; Class A1; Class B; Class E; or Class F license.
 - (c) The application for a Class W license shall be made to the liquor commissioner under oath, accompanied by the required fee, and shall contain such information and be in such form as may be required by the liquor commissioner. The liquor commissioner shall determine, in his sole determination, whether it is in the best interests of the city to issue such a license.
 - (d) All of the other terms, conditions and provisions of this chapter shall be applicable to the issuance of a Class W license, except as specifically provided in this subsection (9), and also except that the restrictions under Section 112.18 may be waived by the local liquor commissioner.
 - (e) Any license issued as a Class W license shall be subject to the following conditions and restrictions:
 - 1. A Class W license shall only be valid for one day as specified in the license.
 - 2. A holder of a Class A, Class B, Class E, or Class F license shall be allowed no more than four Class W licenses per calendar year.
 - 3. The license holder shall not charge for admittance to the event nor receive compensation of any kind from the event goers nor from any other party.

- (B) Any person, firm, or corporation having a retail liquor license in full force and effect on November 1, 1959, shall, if otherwise eligible under the terms of this chapter, be permitted to secure a renewal of the license from year to year so long as the license shall not at any time be revoked or permitted to lapse. The renewals shall be continuous, however, for the purpose of determining the continuity of license renewals, as above set forth, the widow of any deceased licensee (who held a license on November 1, 1959, which has never been permitted to lapse) or such adult child of the deceased licensee as the widow may designate shall, if otherwise qualified, be deemed one and the same as the deceased licensee. Or if there shall be no widow, then the eldest resident adult child of the deceased licensee may make the designation. If there is no widow or adult child of the deceased licensee, then the license shall not be renewable.

SECTION 2: ORDINANCE AMENDED

That 112.23 of Chapter 112 of the Municipal Code of Ordinances is hereby deleted and replaced by the following:

112.23 Hours during which sales are prohibited.

- (A) No licensee shall keep open or allow his place of business to remain open or sell or offer for sale at retail, or offer to give away on any licensed premises, any alcoholic liquor in the city during the following hours:
- (1) Class A and C license.
 - (a) Tuesday through Friday inclusive: Between the hours of 1:00 a.m. and 6:00 a.m.;
 - (b) Saturday: Between the hours of 2:00 a.m. and 6:00 a.m.;
 - (c) Sunday: Between the hours of 2:00 a.m. and 8:00 a.m.;
 - (d) Monday: Between the hours of 1:00 a.m. and 6:00 a.m.
 - (2) Class B, B-1, and B-2 license.
 - (a) Monday: between the hours of midnight and 6:00 a.m. and Monday through Thursday between the hours of 11:00 p.m. and 6:00 a.m. the following day;
 - (b) Saturday: Between the hours of midnight and 6:00 a.m.;
 - (c) Sunday: Between the hours of midnight and 6:00 a.m.
 - (3) Class D and D-1 license.
 - (a) Tuesday through Friday inclusive: No service from 1:00 a.m. to 6:00 a.m.;
 - (b) Saturday: No service from 1:00 a.m. to 6:00 a.m.;
 - (c) Sunday: No service from 1:00 a.m. to 8:00 a.m.;
 - (d) Monday: No service from midnight to 6:00 a.m.
 - (4) Class G, H, and J license.
 - (a) Monday through Friday inclusive: No service from 1:00 a.m. to 7:00 a.m.;
 - (b) Saturday: No service from 2:00 a.m. to 7:00 a.m.;
 - (c) Sunday: No service from 2:00 a.m. to 7:00 a.m.
 - (5) Class K license.
 - (a) No service any day between 2:00 a.m. and 7:00 a.m.
 - (6) Class L license.

- (a) No service any day between 12:00 a.m. and 8:00 a.m.
- (B) Sale of alcoholic liquors shall cease immediately at the aforesaid first hour noted above. Members of the general public must leave the licensed premises before the closing hours herein established. Any license so further restricted as to time shall, when issued, indicate on the face thereof the hours during which the licensee thereunder may keep open or allow his place of business to remain open as aforesaid. The local liquor control commissioner may, at his discretion, further reasonably restrict the above general hours during which any licensee may keep open or allow his place of business to remain open, or sell or offer for sale or offer to give away any alcoholic liquor at any licensed premises when in the local liquor control commissioner's judgment, a further restriction would be in the best interest of the public and the city and in furtherance of the general welfare and safety thereof. Should any person other than the licensee, members of his family, or his employees, agents, or servants be found upon or leaving the licensed premises after the closing hour, the city shall have the right to presume that the person was served alcoholic liquor after the closing hour and the presumption may be raised in any court or other legal proceeding for the violation of the terms of this section or any hearing concerning the suspension or revocation of the license issued to the licensee of the premises in question.

SECTION 3: ORDINANCE AMENDED

That 112.24 of Chapter 112 of the Municipal Code of Ordinances is hereby deleted and replaced by the following:

112.24 Suspension or Revocation of license.

- (A) The mayor as local liquor commissioner may suspend or revoke any retail dealer's license for any violation of any provisions of this chapter or for any misrepresentation of any material facts set forth in the application for license or for violation of any local, state, or federal law pertaining to the sale of alcoholic liquor. Revocation of or failure to obtain a state or federal license shall automatically revoke the city license issued pursuant to this chapter.
- (B) Nonuse of License. The mayor may suspend or revoke any a license issued by the city pursuant to the terms of this chapter if any licensee allows ninety (90) consecutive days to elapse without using the license for the retail sale of alcoholic liquor. There shall be no reduction or remittance of fee for involuntary revocation due to nonuse.
- (C) Any hearing to suspend or revoke a license before the Local Liquor Control Commissioner shall be transcribed by a court reporter. Any appeal of the decision of the Local Liquor Control Commissioner shall be based solely on the record from said hearing and not a de novo review of the case.

SECTION 4: ORDINANCE AMENDED

That 112.25 of Chapter 112 of the Municipal Code of Ordinances is hereby amended to include the following:

112.25 Number of liquor licenses authorized.

Classification	Maximum Number Authorized
Class K license (Retail sale for consumption on premises, the City of Wilmington property)	No more than 5 per calendar year

Class L license (Retail sale for consumption, beer and wine only, arts, crafts, and entertainment studios)	No more than 5 per calendar year
Daily Permit License	No limit on number of permits issued

SECTION 5: REPEALER

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

SECTION 6: 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 7: 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 _____, 2025 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 _____, 2025

Ben Dietz, Mayor

Attest:

Deputy City Clerk



The Flower Faery
1075 Crown Court
Diamond, IL 60416
815-651-9011

Client: City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Date: 1/27/2025

PROPOSAL FOR LANDSCAPE WORK

Seasonal Color Planter Rotation for 2025
For (1) XL Planter by City Hall and (3) Rectangular planters
by Public Parking Lot on Water Street

SPRING 2025

Removal and disposal of winter decor

Installation of spring cold hardy flowers and accents

(Installation around April 1st)

(1) XL Planter \$250.00

(3) Rect Planters \$600.00

SUMMER 2025

Removal and disposal of spring decor

Installation of all new potting soil and moisture beads

Installation of seasonal summer flowers, accents and fertilizer

(Installation after May 15th)

(1) XL Planter \$250.00

(3) Rect Planters \$600.00

FALL 2025

Removal and disposal of summer flowers

Installation of seasonal flowers, accents and fertilizer

(Installation TBD-based on weather but around Labor Day)

(1) XL Planter \$250.00

(3) Rect Planters \$600.00

WINTER 2025

Removal and disposal of fall decor

Installation of evergreen boughs and accents

Apply protective coating to branches to prolong life

(Installation around Thanksgiving)

(1) XL Planter \$250.00

Seasonal Total: \$2,800.00

NO WARRANTY on seasonal plants. Watering is the responsibility of the owner unless
noted otherwise. Payment is due upon completion.

By signing above, I approve all work and pricing hereby listed.

Date

*I truly appreciate the opportunity to provide a proposal for your landscape work
and look forward to hearing from you soon.*

JOLIET AREA HISTORICAL MUSEUM

Outgoing Loan Agreement

Borrower Contact Information

Name: City of Wilmington Date: 02/06/2025

Address: 1165 S. Water Street

City: Wilmington State: IL Zip: 60481

Cell #: 815-476-2175 Email: _____

Loan Information

Loan Number: L2024.02

Period of Loan Agreement: 02/06/2025—02-06/2045

Purpose of Loan: Preservation of landmark, to be displayed in Wilmington, IL along U.S. Route 66

Accession #	Description	Value
2024.25.01	Gemini Giant—muffler man statue, circa 1960s.	\$345,500

The undersigned hereby acknowledges receipt of the object(s) listed above as a loan from the Joliet Area Historical Museum, subject to the conditions listed on the second page of this form.

Borrower's Signature

Date

JAHM Curatorial Staff Signature

Date

Kaitlin May 2/6/25

To be completed upon return by JAHM Curatorial Staff: The object(s) described above have been returned in satisfactory condition.

Received By

Date Received

Conditions Governing Outgoing Loans

The loan of objects described on the front of the agreement is made subject to the following conditions:

1. Objects covered by this agreement shall remain in the condition in which they are received. They shall not be unframed, cleaned, repaired, retouched, or altered in any way whatsoever except with the written permission of the **Joliet Area Historical Museum** (hereafter referred to as the **Museum**).
2. Damages to or the loss of objects covered by this agreement, whether in transit or on the borrower's premises and regardless of who may be responsible therefore, shall be reported immediately, to the **Museum**.
3. Objects covered by this Agreement shall be protected at all times to the best of Borrower's capacity from damage resulting from environmental conditions, vermin, insects, graffiti, intentional or accidental damage caused by people, or other harm that is reasonably foreseeable given the location of display. Borrower agrees to provide security and surveillance of the Object.
4. Objects covered by this Agreement shall not be moved or relocated without written approval of the **Museum**, except in the event of an Emergency as defined herein. If relocation is approved, packing and transportation shall be by safe methods approved in advance by the **Museum**. All packing and transportation's costs are to be assumed by the borrower. Handling, unpacking, and repacking of the loaned objects shall be done under competent supervision. An Emergency for purposes of this Agreement shall be a natural disaster (tornado, fire, earthquake, severe storm) or other act of God where the delay in action is likely to result in irreparable harm to the Object.
5. The borrower is required to provide insurance coverage, both while in transit and while on his premises, for objects for which insurance values are listed on the front of this agreement. The Museum will be listed as an additional insured on the policy. The borrower must provide a certificate of insurance annually and upon request of the Museum.
6. Objects covered by this agreement shall not leave the custody of the borrower unless so stipulated in this agreement and shall be returned to the **Museum** on or before the terminal date of the loan period.
7. Proper credit shall be given to the **Museum** for the use of any loaned objects in exhibits, publications, or photographs.
8. The borrower may photograph the objects covered by this agreement only for record and publicity purposes, and for reproduction in an exhibition catalog, of which a free copy shall be sent to the **Museum**. Paintings and other media must not be removed from their frames for photography.
9. With the exception of an exhibition catalog, the borrower may not reproduce loan objects in any media for purposes of sale without the written permission of the **Museum**.
10. In the case of the death of the borrower, or dissolution of the borrowing institution, the appointed legal representative or successor in interest is required to notify the **Museum**, and make arrangements for the return of the loaned items.
11. The above conditions shall apply to all objects lent by the **Museum** and cannot be altered, changed, waived, or otherwise affected except by written consent of the **Museum**. In the event of any conflict between this agreement and any forms of the borrower, the terms of this agreement shall be controlling. The **Museum** may impose in writing additional conditions designed to preserve and protect the objects covered by this agreement.
12. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Illinois. Venue for any legal action arising out of this Agreement shall be Will County, Illinois.
13. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs through all trial and appellate levels. The provisions of this Paragraph shall survive any termination or cancellation of this Agreement.



LAI, Ltd.

5400 Newport Drive • Suite 10 • Rolling Meadows, Illinois 60008 • 847/392-0990 • FAX 847/392-1095

QUOTATION

To: Patrick Nugent

From: Shea Meyer

Wilmington Water Reclamation Plnt

LAI, Ltd.

e-mail: pnugent@wilmington-il.gov

Pages: 1

Phone: 815.476.5663

Date: January 28, 2025

Re: Kaeser FB620C / Equipment #3201558

Listed below, please find the parts information you requested:

Qty	Part #	Description	Price Each	Extension
(1)	405062.0	KIT Installation Parts OMEGA 62/63	\$ 540.00	\$ 540.00
(1)	881098E14108	Replacement Block OMEGA 63P	\$ 17,810.00	\$ 18,310.00

Lead Time: Kit currently in stock. Replacement Block is mid-2025.

NOTE: Credit Card Orders are subject to 3% CC processing fee.

Quotation is valid for 60 Days.

If you should have any questions or need additional information, please do not hesitate to contact this office.



MEMO

Date: February 18, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator

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

Re: Motion to Award Façade Improvement Grant to Nicholas Martinez for 116-118 S Water Street Improvements

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

Nicholas Martinez, owner of 116-118 S Water Street applied for a Façade Improvement Grant in June of 2024 and is requesting an award of \$10,000 pursuant to the executed agreement (see attached). The 116-118 S Water Street project consisted of a complete renovation of the interior and exterior of two existing properties that will be combined into one suite of businesses to be known as the Water Street Suites. The proof of payment for materials is included for your consideration.

The total anticipated cost of the project was \$87,000. The applicant produced paid receipts in the amount of \$55,418.18 for the exterior improvements and is requesting \$10,000 as authorized by the agreement.

Staff has reviewed the request and finds the project to be in substantial compliance with the agreement. Therefore, staff respectfully requests placing a motion on the February 18, 2025 agenda authorizing payment in the amount of \$10,000 to the Nicholas Martinez.

Mr. Martinez is also requesting a 50% cost sharing of the sidewalk that he replaced during construction. We do not currently have a sidewalk sharing program for commercial properties, and I advised him that I do not have authority to fund his request. He will be in attendance at tonight's meeting seeking an appeal to the City Council and to answer any questions you may have.

Thank you in advance for your time and attention



Grundy County Redi-Mix
385 E Roosevelt St
Morris, IL 60450

GRUNDYREDIMIX4344@GMAIL.COM
EMAIL US FOR E-INVOICES!

Invoice

Date	Invoice #
12/4/24	104300

Bill To
GREG & SON'S CONSTRUCTION 1702 BELLEVIEW AVENUE ROCKDALE, IL 60456

Ship To
MISC JOBS 118 S WATER ST, WILMINGTON WILMINGTON, IL

Project		P.O. No.	Terms	
			Net 30	
Qty	Description	Rate	Amount	
6	4000# 6 BAG AIR MRWR	163.00	978.00T	
6	.5% CALC	1.63	9.78T	
6	FIBER	8.50	51.00T	
1	FUEL SURCHARGE	14.00	14.00T	
6	WINTER SERVICE	12.00	72.00T	
6	4000# 6 BAG AIR MRWR	163.00	978.00T	
6	.5% CALC	1.63	9.78T	
6	FIBER	8.50	51.00T	
1	FUEL SURCHARGE	14.00	14.00T	
6	WINTER SERVICE	12.00	72.00T	
		Sales Tax (6.25%)	\$140.60	
		Total	\$2,390.16	
		Payments/Credits	\$0.00	
		Balance Due	\$2,390.16	

Phone #	Fax #	E-mail	Web Site
8159424344	815-942-4586	grundyredimix4344@gmail.com	www.grundyredimix.com

Fed. ID# 364001001

Inv. #	B0060126	Date	01/08/2025
Cust. #	6907922	Price Cat	1, CASH
P.O. #		Sold By	
Fed Tax #		Inst'l By	

(815) 690-7922

Qty	Part	Thickness	Description	List	Price	Total
1	LABOR		Labor Charge	2500.00	2500.00	2500.00
			Labor to install frames and glass			
			completed 1/7/25			
			LOCATION OF INSTALL:			
			1185 Water Street			
			Wilmington, IL			
SPECIAL INSTRUCTIONS						
All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resaleable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.						Labor
						Subtotal
						Tax
						Total
Terms of payment are 10 days from Invoice date. A service charge of 1.800% per month (21.600% annum) will be added to past due accounts.						Payment
RECEIVED BY:						Balance
1/8/25 8:15am by MARTINA Updated 1/17/25 8:14am by MARTINA						

Bolingbrook Glass & Mirror, Inc.
470 W North Frontage Rd.
Bolingbrook, IL 60440
(630) 633-2800 / Fax (630) 633-2830

Fed. ID# 364001001

Greg & Sons Construction
Nick Martinez
1702 BellView Ave
Rockdale, IL 60436

Inv. #	B0058789	Date	06/12/2024
Cust. #	6907922	Price Cat	1, CASH
P.O. #		Sold By	
Fed Tax #		Inst'l By	

(815) 690-7922

Qty	Part	Thickness	Description	List	Price	Total
			116 - 118 S Water St Wilmington			
1			Black Anodized Window Package With Door	12895.00	12895.00	12895.00
			Pre Glazed , Deliver Only			
5			72 x 60	0.00	0.00	0.00
1			36 x 60	0.00	0.00	0.00
1			40 x 96 Door	0.00	0.00	0.00
SPECIAL INSTRUCTIONS					Labor	0.00
All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resaleable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass. Terms of payment are 10 days from invoice date. A service charge of 1.800% per month (21.600% annum) will be added to past due accounts.					Subtotal	12895.00
					Tax	0.00
					Total	12895.00
					Payment Balance	-12895.00
RECEIVED BY:						0.00
4/16/24 10:12am by JOHN Updated 1/17/25 8:16am by MARTINA						



Customer Receipt

11/18/2024, 8:55 AM CST

Sales Person LNB6AF

Store Phone # (815) 725-6301

Store # 6925

Location 621 BROOKFOREST AVE, SHOREWOOD, IL 60404

Customer Information

NICK MARTINEZ

(815) 690-7922

NMARTINEZ@GREGANDSONS.COM

GREG AND SONS

18011 W SCHWEITZER RD

ELWOOD, IL 60421



Order # H6925-284030

Receipt # 6925 00097 47064

PO / Job Name 118 water st

Carryout

Runner Name
NICK
MARTINEZ

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 USG Sheetrock Brand 5/8 in. x 4 ft. x 8 ft. Firecode X Drywall	N/A	419109	\$12.73 / each	21	\$267.12
02 JELD-WEN 36 in. x 80 in. Flush Primed Right-Hand Inswing Steel Prehung Front Door	N/A	663624	\$255.00 / each	1	\$237.67
03 Husky 4-Tier Industrial Duty Steel Freestanding Garage Storage Shelving Unit in Red (77 in. W x 78 in. H x 24 in. D) 👉 SPECIAL BUY \$20.00 OFF EACH	N/A	1007587676	\$249.00 / each \$229.00 / each	4	\$916.00
04 Paslode 3 in. x 0.120-Gauge 30-Degree Brite Smooth Shank Paper Tape Framing Nails (2500 per Box)	N/A	1000017168	\$69.48 / each	2	\$111.16

Will Call

Pickup Date
Monday, November 18
10:30 AM CST

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
05 Unbranded 2 in. x 8 in. x 12 ft. Prime Lumber	N/A	560499	\$10.22 / each	30	\$245.10
06 Unbranded Advantech 23/32 in. x 4 ft. x 8 ft. T&G OSB Underlayment Panel	N/A	514703	\$53.68 / each	12	\$624.84

Delivery

Delivery Address
118 S Water St
Wilmington, IL 60481

Delivery Options
Outside Delivery

Delivery Date
Wednesday, November
20
6:00 AM CST - 8:00 AM
CST

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
07 Unbranded 2 in. x 6 in. x 18 ft. SPF #2 Standard Grade Dimensional Lumber	835680	835680	\$16.52 / each	100	\$1,315.00
08 Southwire 500 ft. 12 Green Stranded CU THHN Wire	22968258	320315	\$105.00 / each	2	\$210.00
09 Southwire 500 ft. 12 Red Stranded CU THHN Wire	22966658	320293	\$105.00 / each	2	\$210.00
10 Southwire 500 ft. #12 White THHN Stranded Wire	22965801	320277	\$105.00 / each	2	\$210.00
11 Cerrowire 500 ft. 12 Gauge Black Stranded Copper THHN Wire	112-3651J	320250	\$105.00 / each	2	\$210.00



Customer Receipt

11/18/2024, 8:55 AM CST

Sales Person LNB6AF

Store Phone # (815) 725-6301

Store # 6925

Location 621 BROOKFOREST AVE, SHOREWOOD, IL 60404

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
12 Tapcon 1/4 in. x 3-1/4 in. Hex-Washer-Head Concrete Anchors (75-Pack)	24301	155630	\$36.47 / each	2	\$51.06
13 TYVEK 2 in. x 164 ft. HomeWrap Housewrap Installation Tape (328 Sq.Ft)	D13841470	176886	\$14.84 / each	2	\$28.20
14 TYVEK 9 ft. x 150 ft. HomeWrap Housewrap (1350 Sq.Ft)	D15540826	641398	\$224.00 / roll	2	\$425.60
15 USG Sheetrock Brand 4.5 gal. Plus 3 Tinted Ready-Mixed Joint Compound	383645064	475101	\$15.72 / each	30	\$414.90
16 Sheetrock 4.5 Gal. All-Purpose Pre-Mixed Joint Compound	380501	258725	\$19.97 / each	10	\$175.70
17 Unbranded OSB 7/16 Application as 4ft. X 8 ft. Sheathing Panel	386081	386081	\$16.98 / each	70	\$1,069.60
18 Unbranded 2 in. x 12 in. x 16 ft. Prime Ground Contact Pressure-Treated Lumber	21216MGY2HD	1001754119	\$47.08 / each	20	\$913.20
19 WeatherShield 2 in. x 6 in. x 16 ft. 2 Prime Ground Contact Southern Pine Pressure-Treated Southern Yellow Pine Lumber	253921	1001753935	\$16.48 / each	10	\$159.80
20 WeatherShield 2 in. x 4 in. x 16 ft. 2 Prime Ground Contact Pressure-Treated Southern Yellow Pine Lumber	253920	1001753869	\$12.28 / each	10	\$119.10
21 Unbranded 2 in. x 6 in. x 16 ft. Kiln Dried Heat Treated Whitewood Dimensional Lumber	161799	161799	\$12.32 / each	20	\$246.40
22 Unbranded 2 in. x 4 in. x 12 ft. #2 and Better PRIME Kiln-Dried Heat Treated Spruce-Pine-Fir Lumber	161667	161667	\$5.33 / each	50	\$213.00
23 Outside Delivery 🔪 MARKDOWN \$109.00 OFF EACH	N/A	515663	\$109.00 / each \$0.00 / each	1	\$0.00

Delivery

📍 **Delivery Address**
118 S Water St
Wilmington , IL 60481

Delivery Options
Outside Delivery

Delivery Date
Wednesday, November 20
6:00 AM CST - 10:00 AM
CST

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
24 Grip-Rite 3 in. x 0.120 in. 21 Plastic Collated Bright Coated Smooth Shank Framing Nails 1000 per Box	GR3011M	940896	\$38.78 / each	2	\$62.04
25 Liquid Nails Drywall Advanced 28 oz. Off-White Interior Drywall Adhesive	DWP-40	1004508309	\$5.98 / each	24	\$143.52
26 Outside Delivery 🔪 MARKDOWN \$55.00 OFF EACH	N/A	515663	\$55.00 / each \$0.00 / each	1	\$0.00

Delivery

📍 **Delivery Address**
118 S Water St
Wilmington , IL 60481

Delivery Options
Outside Delivery

Delivery Date
Wednesday, November 20
6:00 AM CST - 8:00 PM
CST



Customer Receipt

11/18/2024, 8:55 AM CST

Sales Person LNB6AF

Store Phone # (815) 725-6301

Store # 6925

Location 621 BROOKFOREST AVE, SHOREWOOD, IL 60404

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
27 USG Sheetrock Brand 5/8 in. x 4 ft. x 8 ft. Mold Tough Firecode X Drywall	14313211308	850748	\$16.63 / each	2	\$33.26
28 Owens Corning R-19 Faced Fiberglass Insulation Batt 15.25 in. x 93 in. (1 Bag)	E61	601829	\$52.43 / each	20	\$891.20
29 USG Sheetrock Brand 5/8 in. x 4 ft. x 12 ft. Firecode X Drywall	14211011312	694576	\$21.83 / each	69	\$1,129.53
30 Outside Delivery 🔪 MARKDOWN \$79.00 OFF EACH	N/A	515663	\$79.00 / each \$0.00 / each	1	\$0.00

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2024

Member Statement (as of 11/17)

Pro Xtra Spend

\$101,034.56

Pro Xtra Savings

\$12,983.49

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Payment Method



The Home Depot 5572

Charged \$11,589.97

Subtotal	\$11,981.88
Discounts	-\$1,348.88
Sales Tax	\$956.97
Order Total	\$11,589.97
Balance Due	\$0.00

2025-4-10 12:24 01-4394 3073

ME NARDS - JOLIET
2524 W. Jefferson St.
Joliet, IL 60435

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below, allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 02/16/25

If you have questions regarding the
charges on your receipt, please
email us at:
JOLIFrontend@menards.com



Sale Transaction

Cust name: Greg And Sons Constructio
CHAMBERLAIN WALLMOUNT GO
4251700 499.00
SKIITLES WILDBERRY KS
5755469 2.28
SPECIAL ORDER 30442085

3/8X6X16' SMARTSIDE LAP	PICK	SEQ# 1	SB
1423199 352 @16.99			580.48
1-1/4X6X16' TXT SMRT TRI-PICK		SEQ# 2	SB
1422846 10 @40.98			409.80
9PCS TO FULL UNIT LAP	-PICK	SEQ# 3	HP
1460028 2 @64.99			129.98
DELIVERY			0.00
END OF ORDER			NT

TOTAL 7021.54
TAX STATE OF IL 6.25% 438.85
TOTAL SALE 7460.39
US DEBIT 1595 7460.39
EFT Debit
Ref# 174111181042 11/18/24 17:41:26
Chip Inserted PRIMARY ACCT
a0000000980840
TC - c4579755b71b3b2d

TOTAL NUMBER OF ITEMS = 367

Tax Override IL6045000
THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3053

SB - Special order items may be refunded
at Menards sole discretion with a 25%
restocking fee.

HP - Handling and packaging items are
non-refundable.

See menards.com for return policy details.

THANK YOU, YOUR CASHIER, Samanta

2/3/25 10:10:33 11/18/24 10:40PM 3:73



Jeannine Smith <jsmith@wilmington-il.gov>

Wilmington facade 116-118 s water st. Wilmington il

Nick Martinez <nmartinez@gregandsons.com>
To: Jeannine Smith <jsmith@wilmington-il.gov>

Tue, Feb 11, 2025 at 11:14 AM

City of Wilmington
Building Department Inspection

Approved

Remarks: Box 116A
Final Building & EXTERIOR
Final Mechanical
Final Electric

Date: 2/11/25

Inspector: Wahid Sy

City of Wilmington
Building Department Inspection

Approved

Remarks: 116B
Final Building EXTERIOR
Final Mechanical
Final Electric

Date: 2/11/25

Inspector: Wahid Sy

City of Wilmington
Building Department Inspection

Approved

Remarks: 118
Final Building
Final Electric
Final Mechanical

Date: 2/11/25

Inspector: Wahid Sy

City of Wilmington
Building Inspection

Final 118

<input checked="" type="checkbox"/> Plumbing	<input type="checkbox"/> Ice/water Barrier
<input type="checkbox"/> Electrical	<input type="checkbox"/> Housewrap
<input type="checkbox"/> Footings	<input type="checkbox"/> Insulation
<input type="checkbox"/> Foundation	<input type="checkbox"/> Final
<input type="checkbox"/> Flatwork	

Inspected and Approved
Date: 1-7-25 Insp: B. Brown

City of Wilmington
Building Inspection

Final 116A & B

<input checked="" type="checkbox"/> Plumbing	<input type="checkbox"/> Ice/water Barrier
<input type="checkbox"/> Electrical	<input type="checkbox"/> Housewrap
<input type="checkbox"/> Footings	<input type="checkbox"/> Insulation
<input type="checkbox"/> Foundation	<input type="checkbox"/> Final
<input type="checkbox"/> Flatwork	

Inspected and Approved
Date: 1-7-25 Insp: B. Brown



EXHIBIT A
CITY OF WILMINGTON
FAÇADE IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT, entered into this 18 day of June, 2024
between the City of Wilmington, Illinois (hereinafter referred to as the "City") and the following
designated BUSINESS OWNER WITH PROPERTY OWNER APPROVAL OR PROPERTY
OWNER:

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

Address: 8816 East Mallard Lane

City: Wilmington State: IL Zip: 60481

Phone No.: 815-690-7922 Email: nmartinez@gregandsons.com

Name of Business: Greg and sons Construction
(hereinafter referred to as the "BUSINESS OWNER")

Project Address: 118 South Water Street Wilmington IL 60481

Property Index Number: 03-17-25-314-011-0000

WITNESSETH

WHEREAS, the City has established a Façade Improvement Grant Program for application to buildings located in the Downtown Business District with B2A-Central Business Zoning and along Water Street and IL State Route 53 with B3-General Business Zoning; and

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

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

construction and architectural cost, and shall not exceed Fifty Thousand Dollars (\$50,000) for all grants within a fiscal year; and

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

WHEREAS, the PROPERTY OWNER'S property is located within the Downtown Business District with B2A-Central Business Zoning or along Water Street and IL State Route 53 with B3-General Business Zoning, and the PROPERTY OWNER or BUSINESS OWNER desires to participate in the Façade Improvement Grant Program pursuant to the terms and provisions of this Agreement.

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

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

SECTION TWO: COST SHARING – Subject to available funding as determined by the City's annual budget, the approval of the façade improvement designs by the City Council, and the PROPERTY OWNER's or BUSINESS OWNER's compliance with the provisions of this ordinance, the City shall share one-half (1/2) of the actual and certified façade improvement costs and fees, but not to exceed \$5,000.

SECTION THREE: DESIGN APPROVAL – The purpose of this grant is to encourage PROPERTY OWNERS and BUSINESS OWNERS to update and keep the façade of its permanent structure aesthetically pleasing and inviting to customers and guests. The purpose is not to temporarily benefit any one single business owner with advertisement. Under no circumstances will the City approve a grant for signage of any kind for a specific business. No façade improvement work shall be undertaken until the design, therefore, has been submitted to the City's Building Department, reviewed by the appropriate City Council committee, and approved by the City Council. The PROPERTY OWNER's or BUSINESS OWNER's design drawings and specifications for the improvements shall be attached hereto as Exhibit IV. Following approval, the PROPERTY OWNER or BUSINESS OWNER shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

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

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

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

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

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

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

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

agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION TEN: MAXIMUM GRANT AWARDS - Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a Five Thousand Dollar (\$5,000) total limitation shall apply to all Façade Improvement Grant Program awards made to a single building and/or lot within any five (5) year period. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period. In no event shall the total City participation exceed Fifty Thousand Dollars (\$50,000) for all grants approved within a fiscal year.

SECTION ELEVEN: INDEMNIFICATION - The PROPERTY OWNER or BUSINESS OWNER agrees to defend and hold harmless the City and its Agents including but not limited to its Mayor, City Council, officers, officials, employees, staff, agents and representatives and their respective representatives, successors, assignees and heirs (hereinafter referred to as "Agents"), individually and collectively, from any suits and from any claims, demands, losses, damages, liabilities, expenses, judgments, or setoffs of any conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected directly or indirectly with the facade improvements, façade improvement program or agreement, or other actions arising therefrom including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30.01 et seq.). The obligation of the PROPERTY OWNER or BUSINESS OWNER hereunder shall include and extend to payment of reasonable attorney's fees for the representation of the City and its Agents in such litigation and includes related liabilities, expenses, costs of any kind, and fees; it being understood that the PROPERTY OWNER or BUSINESS OWNER shall have the right to employ all such attorneys to represent the City and its Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The PROPERTY OWNER or BUSINESS OWNER shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the City or its Agents in this respect, and the City shall join in any such appeal taken by the PROPERTY OWNER or BUSINESS OWNER.

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

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL - The PROPERTY OWNER or BUSINESS OWNER shall be required to prominently display a poster identifying the property as receiving City funding. The poster will be provided by the City and shall be displayed from the day after final approval and reimbursement is made for a period of not less than 6 months.

SECTION FOURTEEN: COMPLIANCE WITH CITY ORDINANCES - At the time of reimbursement and throughout the term of this Agreement, the property subject to the grant and under the control of the PROPERTY OWNER or BUSINESS OWNER shall be in conformance with all applicable City ordinances, building codes, development codes, architectural guidelines, and any other related policies, rules, and regulations.

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

PROPERTY OWNER

By: _____

Name: Nicholas Martinez

CITY OF WILMINGTON

By: 

Name: Ben Dietz

Its: Mayor

BUSINESS OWNER ATTEST:

By: _____

Name: Nicholas Martinez

By: 

Name: Joie Ziller

Its: City Clerk

* Approved by Council
on 6/18/24

File Number: 24-FG-11

**CITY OF WILMINGTON
FAÇADE IMPROVEMENT
GRANT PROGRAM APPLICATION**

Project Address: 118 S. WAVER STREET WILMINGTON IL 60481

Property Owner: Nicholas Martinez Year Purchased: 2024

Business Name: Grea and Sons Constnuction

Names of Tenant: Aaron Tidmore TBD Lease Exp Date: 5 year

Applicant Name: Nicholas Martinez

Applicant Business Address: 18011 W. Schwalter Rd ELWOOD IL 60421

Phone: 815-690-7922 Email: nmartinez@gregandsons.com

Number of Store Fronts: _____

Total Anticipated Cost: \$ ~~40,000~~ 87,000

Total Anticipated Grant Request: \$ ~~5,000~~ 10,000 (two buildings)

Description of proposed improvements: Please see attached invoice

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

*Attached elevations of proposed improvements (if available)

File Number: _____

I, Nicholas Martinez hereby make an application to the City of Wilmington for a Façade Improvement Grant in the anticipated amount of \$ ~~5,000~~ 10,000. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit, and Agreement provisions.

Nicholas Martinez
Applicant Signature

2-16-24
Date

Nicholas Martinez
Property Owner Signature

2-16-24
Date

Please return the completed application to:

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

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

File Number:

24-FG-11

INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE

**reference next page.*

Checklist of Items that must be submitted

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

Wilmington, Illinois

Google Street View

Jun 2023 See more dates



Image capture: Jun 2023 © 2024 Google



3-D rendering of elevations 116-118 South Water St.

2 messages

Nick Martinez <nmartinez@gregandsons.com>
To: Jeannine Smith <jsmith@wilmington-il.gov>

Wed, Jun 5, 2024 at 4:30 PM





Jeannine Smith <jsmith@wilmington-il.gov>
To: Nick Martinez <nmartinez@gregandsons.com>

Mon, Jun 10, 2024 at 12:58 PM

Thanks! Any chance you can throw in some benches and flowerpots, and

On Wed, Jun 5, 2024 at 4:30 PM Nick Martinez <nmartinez@gregandsons.com> wrote:



Greg and sons construction

Nick Martinez

Business Number (815)690-7922

18011 w Schweitzer rd, Elwood IL 60421

www.gregandsons.com

nmartinez@gregandsons.com

INVOICE

INV0260

DATE

01/30/2024

DUE

On Receipt

BALANCE DUE

USD \$292,384.71

BILL TO

Water st poject/actual

vstang@wheatonbank.com

DESCRIPTION	RATE	QTY	AMOUNT
4 new bathrooms/ 1 rough in kitchen in unit B price includes material and labor for bathrooms All bathrooms are to be ADA accessible New underground -approximately 180 feet of trench work Bath 1,2, and 3 are to be identical layouts -1 urinal/ keg -1 vanity/ granite tops -1 toilets/ power flush -1 floor drain -1 hand dryer - 1 baby changing table -4 can lights -1 egress light/exit sign above door 2 Slop Closet 1 mop sink in each -hot water heater -1 floor drain Exterior 2 hose spicket	\$20,000.00	1	\$20,000.00
Exterior 4 new openings in unit A patch in exterior brick. new store front windows/black aluminum/ price includes cost of brickwork and material labor for windows \$20,000(\$9,600 material cost for windows) camercial black aluminum frames/ windows 5 windows 5'tall x 6' wide 1 window 5' tall x 3' wide 1 door 36" wide x 8' tall/ push and pull bars with handle lock not thumb locks, overhead closure, ADA threshold \$12,895 New LP Smart side, 8 inch lap approximately 2000 ft. ²	\$87,000.00	1	\$87,000.00

DESCRIPTION	RATE	QTY	AMOUNT
\$27,500 (\$8,750 siding material for dimond coat) (\$1,000 1x4 trim materials) (\$500 house wrap) (\$500 caulk, touch up paint, aluminum back for but joints)			
Paint steel building/shop \$4000			
4 New parking lot lighting on top of buildings. \$2000			
10 new exterior outlets New edision rope lighting across back of parking lot \$1000			
Miscellaneous patchwork throughout parking lot Parking lot seal coating and stripping \$4000			
New side walk around building approximately 4 foot wide, 120 ln ft. New sidewalk in front of East elevation, and south elevation of unit A. approximately 600 square foot. paint edge yellow \$6000 Concrete walk is to be 4 inch thick with a six bag mix. Minimal 4000 psi base layer is to be three-quarter inch stone and concrete pad is to be reinforced with number 4 rebar and wire mesh price includes excavation and removal of spoils			
Stamped Concrete Patio 20' x 26' approximately 520ft. ² \$7,500 Concrete slab is to be 4 inch thick with a six bag mix. Minimal 4000 psi base layer is to be three-quarter inch stone and concrete pad is to be reinforced with number 4 rebar and wire mesh price includes excavation and removal of spoils			
Breakfast side and face of building approximately 32 inches in height entire width of face of building \$10,000			
Flat overhang/awning above suite door \$5000 (estimated cost)			

DESCRIPTION	RATE	QTY	AMOUNT
Frame and finish interior walls of building A & B Price includes material and labor Frame Drywall Tape & mud Rubber base Trim and doors Drywall, tape and mud \$12,500 Framing \$10,000 Trim and doors \$12,500	\$35,000.00	1	\$35,000.00
New flooring units A&B Price includes material and labor with an allowance of \$2.50 a square foot for polished concrete	\$7,000.00	1	\$7,000.00
New electric panel and lighting/ accessories interior	\$20,000.00	1	\$20,000.00
Dumpsters and demolition/ removal of debris Existing owner has a large amount of garbage inside and outside of all three buildings	\$20,000.00	1	\$20,000.00
HVAC New Construction 1.0 Installation of Following 2-Amana 96% 120k btu furnaces 2-Amana 13.4 Seer2 5 ton air conditioners 2-Goodman/Amana cased horizontal evap coils 2-Secondary pans with float switches 2-Honeywell t4 programmable thermostats All supporting spiral duct work to start at 18" round and reducer down per pressures. All supplies to be per suite, common area, baths, storage, and waiting area All supplies in unit A to have by gaming, baths, bar, golf simulators, and table area. All Supply Drops per area with white diffuser and damper control per supply for balancing Return in unit a to be located by gaming area off sidewall where access door will be Return in unit b to be located by common kitchen area hallway	\$31,500.00	1	\$31,500.00

DESCRIPTION	RATE	QTY	AMOUNT
<p>Acs to be located behind unit a building on pad</p> <p>Copper lines from furnaces to acs to be pressure tested then evacuated into negative pressure *Pricing will include Main return in each unit. not individuals per suite/room</p> <p>Fresh air Intake per unit to main return line with electronic zone damper and control</p> <p>*Roofer to seal exhausts/intake per furnace with flashing etc</p> <p>*Plumber to run gas to furnaces</p> <p>*Electrician to power furnace/acs</p> <p>Run Low voltage wiring for acs and thermostats</p> <p>10 year parts warranty</p> <p>1 year labor</p> <p>20 year heat exchangers on furnaces</p> <p>Can Upgrade equipment to American Standard for Extra \$2490.00</p>			
<p>10'x8' O.H.D.</p> <p>All black aluminum frame and rail system with insulated glass and side mount opener</p>	\$9,000.00	1	\$9,000.00
<p>Paint units A&B/ interior</p>	\$10,000.00	1	\$10,000.00
<p>Tree removal/ water front</p>	\$2,800.00	1	\$2,800.00
<p>Fence material and labor</p> <p>Price is based upon beige composite fence materials 6 foot tall, 8 foot wide. approximate amount of 18 panels and 20 post will be needed in order to complete the job</p> <p>16 foot wide gate are to be installed with electric opener</p> <p>Approximately 20 foot of black aluminum fence with access gate, entering patio for unit A</p> <p>\$4472 for composite fencing materials provided by Home Depot(Bryce 6'x8' gray)4' wide gate</p> <p>\$1,345 aluminum fence material from menards.4x6 williams railing with 4' wide gate</p>	\$10,000.00	1	\$10,000.00

DESCRIPTION	RATE	QTY	AMOUNT
Spray foam ceilings .6x48 bldg at 4" unit A 29x48 bldg at 4" unit B	\$15,019.00	1	\$15,019.00
Cost of permit/ allowance Currently unsure what the cost is actually going to be	\$4,000.00	1	\$4,000.00
Architect	\$7,800.00	1	\$7,800.00
200 In ft. Boring for electric underground Directional bore, 3"	\$10,000.00	1	\$10,000.00
4 trucks of stone	\$1,800.00	1	\$1,800.00
1" foam board 72 sheets of 1" foam board	\$1,465.71	1	\$1,465.71

TOTAL \$292,384.71

Payment Info

BALANCE DUE USD \$292,384.71

Y CHECK

Greg and sons construction

We offer financing from \$20,000- \$500,000

<https://www.hfsfinancial.net/promo/62be234865942f3eda546ca0>

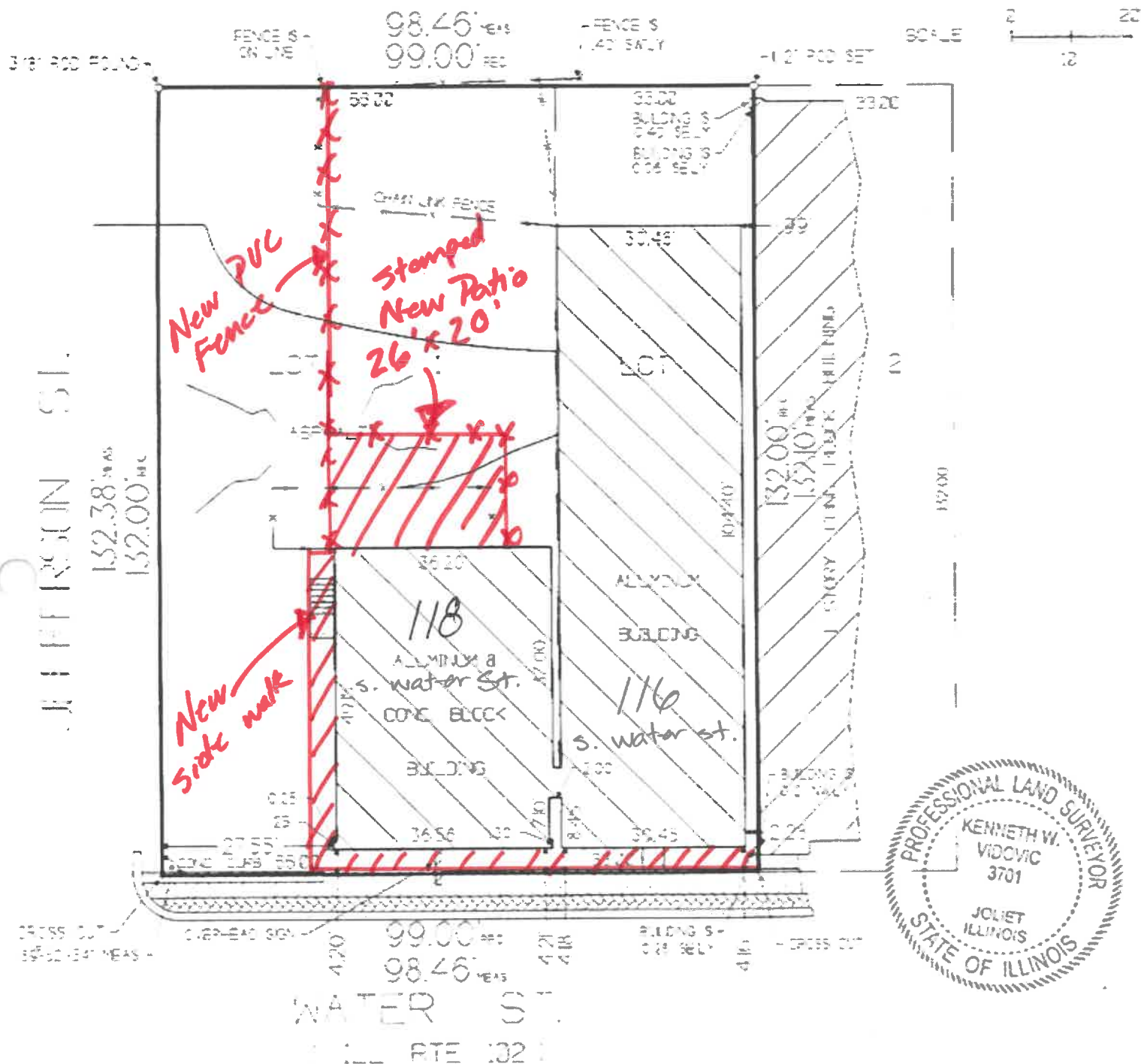
In the event where the customer is satisfied with overall price a minimum of half down or equivalent to material cost per project listed in the above items are required before the job is to be started and a final payment after each job title has been completed.

There's a additional \$250 administrative/ licensing fee's if we're to pull the permit for the customer. This cost covers all hours vested into the permit application process up to six hours, anything after a six hour Vested into the customers permit application process will be an additional \$75 per hour

In the event where additional information is needed by the city such as

- geotechnical report
- structural report and calculations
- Energy code compliance, formscales, and plans.
- manufacturer specifications for windows

116 & 118 WATER STREET
WILMINGTON, IL



COMMUNITY SURVEY INC.

68 N. CHICAGO STREET, SUITE 218
JOLIET, IL 60432

(815) 722-9005 (815) 722-9019 - fax

DESIGN FIRM NO. 134-002894

WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE
HAVE SURVEYED FOR JEFFERY FISHER GIVEN UNDER MY
HAND AND SEAL THIS 27TH DAY OF DECEMBER 2013.
FIELD WORK 12/27/2013

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY


SURVEY NUMBER 13-19729



MEMO

Date: June 13, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

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

Re: Motion Authorizing Façade Improvement Grant Agreement with Nicholas Martinez For Property Located At 116-118 S Water Street.

The City of Wilmington adopted an Ordinance creating a Façade Improvement Program for its Downtown Business District in November of 2018 and amended the Ordinance in May of 2022. This program provides for a grant up to one-half (1/2) of the cost of the project and not exceeding \$5,000 for construction and architectural costs associated with Downtown Business District and B2A-Central Business District along Water Street and IL State Route 53 building improvements.

Owner Nick Martinez is before you this evening requesting approval of a Façade Improvement Contract granting him \$5,000 for a complete renovation of the exterior of two existing properties that will be combined into one suite of businesses to be known as the Water Street Suites. The invoice for materials and rendering of the building elevations are included for your consideration. Mr. Martinez plans on attracting small businesses who are seeking an office space as well as one retail tenant to be determined. As the property is located in the B2A zoning district, he is not required to provide parking; however, he will be striping his property (plan included) to allow for 7 stalls plus one handicap. He has also submitted an alternate plan to provide 11 spaces on the City's parcel if the Council would like that striped.

Staff has reviewed the request and finds the application to be in good form. Therefore, staff respectfully requests and recommends a motion:

- Authorizing Mayor Dietz to execute a Façade Improvement Grant Agreement with Nicholas Martinez.

Thank you in advance for your time and attention



MEMO

Date: December 17, 2024

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: Turbidimeter Issues and Proposed Resolution

Budget Impact: \$28,925.60: Line Item 14-00-7320 Water Capital Equipment Purchases
To be determined: Costs associated to SCADA \$100,000 budgeted

Request: Review the Turbidimeter Issues and Proposed Resolutions.

Discussion:

The water treatment plant uses turbidimeters to monitor the clarity of water leaving our filters. The Illinois Environmental Protection Agency (IEPA) mandates turbidity levels below 1.0 Nephelometric Turbidity Units (NTU), and our plant typically maintains levels below 0.1 NTU. However, we have recently experienced random spikes in turbidity readings on logs generated by the turbidimeters.

Cause of the Issue

Investigations revealed that these spikes are caused by condensation inside the sealed turbidimeter units. The turbidimeter measures turbidity by shining light into the water and detecting the amount reflected by particles. Condensation interferes with this process.

This issue, which began gradually, worsened significantly during the recent cold spell. While we noticed minor instances last year, the problem has escalated. Further inspection revealed that the affected units were all manufactured after 2022. We contacted HF Scientific, the manufacturer, and they acknowledged the issue but currently lack a definitive solution.

HF Scientific has offered to install humidity meters in the units to monitor internal moisture levels. However, this will not provide an immediate fix—it would only aid their long-term efforts to resolve the design flaw.

Operational Implications

The IEPA permits manual grab sampling every 15 minutes as a temporary alternative if turbidimeters are malfunctioning. However, implementing this approach would double the staffing requirements at the plant, as one employee would be fully occupied testing four samples every 15 minutes throughout plant operations.

Additionally, the plant's central Programmable Logic Controller (PLC) lacks a Supervisory Control and Data Acquisition (SCADA) system. While the turbidimeters log data for monthly IEPA reporting and operators can see the real time data by watching the turbidity meters individually. To review historical turbidity logs, staff must download data from each unit individually, upload it to a computer, and analyze it in Excel. This lack of data acquisition led to several instances in November where turbidity briefly exceeded allowable levels without being immediately detected by operators. This could pose a compliance risk, even though the issue stems from equipment malfunction rather than water quality.

Proposed Resolutions

To address these issues and prevent future occurrences, we propose the following actions:

- 1. Replace Faulty Turbidimeters**

We will replace the malfunctioning HF Scientific units with new Hach turbidity meters. A demo unit from Hach has been running alongside one of the HF Scientific units for several weeks and has not exhibited condensation or false turbidity spikes.

- 2. Implement a SCADA System**

I will seek Council approval to engage Concentric Integration in setting up a SCADA system for the water treatment plant. This system will enable real-time monitoring and remote access to all plant meters and equipment. It will also allow us to set alarms for numerous items regarding our plant as well as our water system including turbidity levels.

Motion: **Approve the quote from Hach to purchase four turbidimeters with controllers, along with a start-up and one-year warranty agreement, for a total cost not to exceed \$28,925.60.**

Thank you in advance for your consideration of this request.



MEMO

Date: February 18, 2025

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: FY 25 Equipment Purchases

Budget Impact: Approximately \$207,729 Per Year for 5 Years

Request: Consider Financing Options for the FY25 Equipment Purchases

Discussion: In FY25, staff budgeted for the replacement of four pieces of equipment and the addition of two new pieces. The first addition is an extra vehicle for the Water Department, which currently operates with five employees but only three vehicles. The second addition is a service truck equipped with a small crane, which will enable staff to switch out lift station pumps without the need for an outside contractor. This truck will also be equipped with a toolbox-style body, making on-site servicing of satellite locations more efficient.

The equipment slated for replacement includes:

- **1996 Case Backhoe**
- **1997 International Single Axle Plow/Dump Truck**
- **1997 International Dual Axle Plow/Dump Truck**
- **2005 Ford F450 Plow/Dump Truck**

To facilitate these purchases, staff explored financing options from three financial institutions. The following interest rates are based on a five-year loan term:

- **U.S. Bank:** 4.76%
- **Grundy Bank:** 5.00%
- **NCL Government Capital:** 6.86%

U.S. Bank offers the lowest interest rate. Staff recommends proceeding with U.S. Bank due to the cost savings associated with its lower rate.

Equipment purchases as well as replacement costs and approximate payment break downs per department are on the attached page.

Motion: **Approve request for City Staff to pursue equipment financing through U.S. Bank for the purchase of six pieces of equipment for a rate of 4.76% on a 5-year term.**

Thank you in advance for your consideration of this request.

[illegible]

February 12, 2025

City of Wilmington
1165 South Water Street
Wilmington, IL 60481

Attention: Mayor Ben Dietz

SUBJECT: City of Wilmington
FT 2024-25 MFT Maintenance
Section 25-00000-00-GM

Dear Mayor Dietz,

Due to revisions to the scope of work for the subject project, the following changes were made:

1. The bridge over Forked Creek on Kahler Road was eliminated from the project. An inspection of the bridge was conducted, and it was found to need additional work that was outside of the capabilities of the contractor. This work was postponed to a later date.
2. Work on several streets differed from the areas accounted for in the estimate. This resulted in a reduction in work and materials. Due to a better-than-expected roadway base, there was significant reduction in patching required.

The reduction in project costs for this work is \$141,627.55.

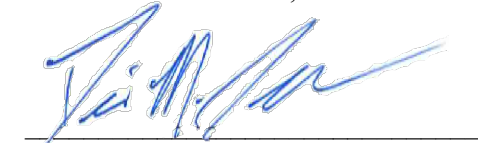
3. More intersection work was necessary, which increased the amount of milling and surface course required.
4. More area was fog coated on the previously tar and chipped section of Kahler Road.

The addition in project costs for this work is \$96,779.01.

The net reduction in cost of \$44,848.54 is the result of these changes.

Sincerely,

Chamlin & Associates, Inc.



David M. Farrell, P.E.
Project Engineer

Project: 66473.00

Request for Approval of Change of Plans

Local Public Agency

Wilmington

County

Will

Route

Various Locations

Section Number

25-00000-00-GM

Request Number

1

☒ Final

Contractor

Austin Tyler Construction, Inc.

Address

23343 S Ridge Road, Elwood, IL 60421

City

State

Zip Code

Date

2/6/2025

I recommend that this Deduction be made from the above contract.
The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
	Micro-Surfacing, Single Pass	SY	4,490.29	4.52	D		\$20,296.11
	HMA Surface Removal	SY	3,506.13	3.50	A	\$12,271.46	
	Prime Coat (SS-1)	LB	1,568.28	0.01	A	\$15.68	
	HMA Binder Course IL-4.75	TON	265.20	110.00	D		\$29,172.00
	HMA Surface Course, Mix "D", N50	TON	793.77	88.00	A	\$69,851.76	
	Class D Patching	SY	1,410.56	45.00	D		\$63,475.20
	Structure to be Adjusted	EA	16.00	750.00	D		\$12,000.00
	Fiber-modified Asphalt Crack Sealing	FT	2,283.00	0.68	D		\$1,552.44
	Pavement Rejuvenation	SY	4,645.73	1.50	D		\$6,968.60
	Thermoplastic Pavement Marking, Line 4"	FT	1,464.00	1.50	A	\$2,196.00	
	Thermoplastic Pavement Marking, Line 6"	FT	2,513.00	2.15	D		\$5,402.95
	Thermoplastic Pavement Marking, Line 12"	FT	248.00	4.30	A	\$1,066.40	
	Thermoplastic Pavement Marking, Line 24"	FT	106.00	8.50	A	\$901.00	
	Thermoplastic Pavement Marking, L&S	SF	191.00	6.50	D		\$1,241.50
	Pavement Marking Removal	SF	506.25	3.00	D		\$1,518.75
	Bituminous Materials (HFE 150)	GAL	1,861.85	5.25	A	\$9,774.71	
	Local Public Agency	TON	14.04	50.00	A	\$702.00	
Total Changes						\$96,779.01	\$141,627.55

Total Net Change	(\$44,848.54)
Amount of Original Contract	\$571,860.65
Amount of Previous Change Orders	
Amount of Adjusted/Final Contract	\$527,012.11

Total Net Deduction to date (\$44,848.54) which is -7.84% of the contract price.

State fully the nature and reason for the change

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The Local Public Agency has determined that the change is germane to the original contract as signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Casey McCollom

Title of Preparer

Consulting Engineer

Submitted/Approved

Local Public Agency Signature & Date

BY:

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways Signature & Date

Approved:

Illinois Department of Transportation

Regional Engineer Signature & Date

Engineer's Payment Estimate

Local Public Agency	County	Route(s)(Street/Road)	Section Number	Estimate <u>3</u>
Wilmington	Will	Various Locations	25-00000-00-GM	<input checked="" type="checkbox"/> Final

Payable to Name

Austin Tyler Construction, Inc.

Address	Date From	Date To
23343 S Ridge Road, Elwood, IL 60421		

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
Micro-Surfacing, Single Pass	SY	18,200	\$82,264.00		4490.29	13709.71	4.52	\$61,967.89
HMA Surface Removal	SY	14,900	\$52,150.00	3506.13		18406.13	3.50	\$64,421.46
Prime Coat (SS-1)	LB	6,705	\$67.05	1568.28		8273.28	0.01	\$82.73
HMA Binder Course IL-4.75	TON	918	\$100,980.00		265.2	652.80	110.00	\$71,808.00
HMA Surface Course, Mix "D", N50	TON	1,377	\$121,176.00	793.77		2170.77	88.00	\$191,027.76
Class D Patching	SY	1,600	\$72,000.00		1410.56	189.44	45.00	\$8,524.80
Structure to be Adjusted	EA	18	\$13,500.00		16	2.00	750.00	\$1,500.00
Fiber-modified Asphalt Crack Sealing	FT	39,500	\$26,860.00		2283	37217.00	0.68	\$25,307.56
Pavement Rejuvenation	SY	40,800	\$61,200.00		4645.73	36154.27	1.50	\$54,231.41
Thermoplastic Pavement Marking, Line 4"	FT	150	\$225.00	1464		1614.00	1.50	\$2,421.00
Thermoplastic Pavement Marking, Line 6"	FT	2,878	\$6,187.70		2513	365.00	2.15	\$784.75
Thermoplastic Pavement Marking, Line 12"	FT	868	\$3,732.40	248		1116.00	4.30	\$4,798.80
Thermoplastic Pavement Marking, Line 24"	FT	362	\$3,077.00	106		468.00	8.50	\$3,978.00
Thermoplastic Pavement Marking, L&S	SF	191	\$1,241.50		191	0.00	6.50	\$0.00
Pavement Marking Removal	SF	650	\$1,950.00		506.25	143.75	3.00	\$431.25
Bituminous Materials (HFE 150)	GAL	4,000	\$21,000.00	1861.85		5861.85	5.25	\$30,774.71
Cover Coat Aggregate	TON	85	\$4,250.00	14.04		99.04	50.00	\$4,952.00
Total			\$571,860.65			Total		\$527,012.11

Local Public Agency	County	Route(s) (Street/Road)	Section Number
Wilmington	Will	Various Locations	25-00000-00-GM

Miscellaneous Extras and Credits		Values	
	Total Miscellaneous Extras and Credits		
	Total Value of Completed Work		\$527,012.11
	0%	Deduct Retainage	\$0.00
	Balance Due of Completed Work		\$527,012.11
Miscellaneous Debits		Values	
		Total Miscellaneous Debits	
		Net Cost of Section	\$527,012.11
		Previous Payments	\$500,441.59
		Net Amount Due	\$26,570.52

- ☐ The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).
- ☒ The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.
- ☐ The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency

Wilmington

County

Will

Route(s) (Street/Road)

Various Locations

Section Number

25-00000-00-GM

Resident Engineer Signature & Date



Local Agency Signature & Date

Prepared by

Casey McCollom

Title

Consulting Engineer

Approved

Regional Engineer Signature & Date

ORDINANCE NO. 25-02-18-03

AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 112, SECTION 25 OF THE MUNICIPAL CODE OF ORDINANCES IMPOSING RESTRICTIONS ON THE NUMBER OF LIQUOR LICENSES AUTHORIZED

WHEREAS, the City has enacted provisions restricting and regulating the sale of alcoholic liquors to protect the health, safety, and welfare of the inhabitants of the city and to affect temperance in the consumption of alcoholic liquors; and

WHEREAS, it is in the best interests of the City of Wilmington and its citizens that certain provisions of Chapter 112 of the Code of Ordinances be amended as provided herein.

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

SECTION 1:

That 112.25 of Chapter 112 of the Municipal Code of Ordinances are amended to read as follows:

112.25 Number of Liquor Licenses Authorized.

(A) There shall be available, for issuance by the local liquor control commissioner, the following number of licenses for each of the following classifications of liquor licenses:

Classification	Maximum Number Authorized
Class A Liquor License (Retail Sale/Bar)	9 10

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 upon its passage and approval in the manner required by law.

PASSED this ____ day of ____, 2025 with ____ members voting aye, ____ members voting nay, the Mayor voting ____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin

Dennis Vice

Leslie Allred

Todd Holmes

Ryan Jeffries

Ryan Knight

Jonathan Mietzner

Thomas Smith

Approved this ____ day of ____, 2025

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk