



Regular Council Meeting Agenda

Monday, March 17, 2025

Immediately following Committee-of-the-Whole Council Meeting
City Hall Annex - 128 East Railroad Street, Sandwich, IL 60548

1. Call to Order

2. Roll Call

3. Public Hearing to discuss State Revolving Loan Funds projects

- A.** The purpose of the public hearing is to obtain public comment on the City of Sandwich's Water System Improvements Project (the "Project") and the Illinois Environmental Protection Agency's (IEPA) Preliminary Environmental Impacts Determination, as provided for in Section 662.330 of the Illinois Procedures for Issuing Loans from the Public Water Supply Loan Program (35 Ill. Admin. Code 662.330). This project is in the Planning stage and this hearing is not a Pre-Construction Meeting.

4. Audience Comments

5. Consent Agenda:

Motion to adopt the Consent Agenda as a whole. (All matters listed are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and considered separately).

- A.** Approval of Minutes from the Committee of the Whole meeting of 2/17/2025
- B.** Approval of Minutes from the Committee of the Whole meeting of 3/3/2025
- C.** Approval of Minutes from the Regular City Council meeting of 3/3/2025
- D.** Approval of monthly Treasurer & Financial Reports

6. Mayor's Report: Todd Latham

7. Attorney's Report:

Attorney Cassandra Gottschalk / Foster, Buick, Conklin, Lundgren & Gottschalk LLC

8. City Clerk's Report: Denise li

9. Treasurer's Report: Vacant

10. City Administrator's Report: Geoff Penman

11. City Department's Reports

- A.** EMA – Tony Eberle
- B.** Police - Chief Kevin Senne
- C.** Engineering – Curt Dettmann

12. Council Reports

Alderman Adam Arnett
Alderwoman Karsta Erickson
Alderman Bill Fritsch
Alderwoman Rebecca Johnson
Alderman Fred Kreinbrink
Alderman Bill Littlebrant
Alderman Rich Robinson
Alderman Rick Whitecotton

13. Old Business

- A.** Discussion of possible action to Adopt RESOLUTION 25-05- A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH FIRE PROTECTION DISTRICT CONCERNING COOPERATION AS IT PERTAINS TO PUBLIC SAFETY
- B.** Discussion and possible approval of RESOLUTION 25-06 A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION AGREEMENT BETWEEN GRNE SOLARFIELD 10, LLC, AND THE CITY OF SANDWICH CONCERNING THE TERMINATION OF THE SOLAR POWER PURCHASE AGREEMENT AND SITE LEASE DATED APRIL 25, 2022

14. New Business

- A.** Discussion and possible approval of RESOLUTION 25-07 A RESOLUTION APPROVING DECOMMISSIONING BOND OBTAINED BY TPE IL KE109, LLC, FROM PENNSYLVANIA INSURANCE COMPANY CONCERNING THE DECOMMISSIONING OF A SOLAR POWER GENERATION FACILITY LOCATED AT 599 SANDY BLUFF ROAD, SANDWICH, ILLINOIS 60548
- B.** Discussion and possible action to approve RESOLUTION 25-08: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH PARK DISTRICT CONCERNING THE INSTALLATION OF A FENCE LOCATED ON PROPERTY LEASED BY THE CITY AT VETERANS PARK LOCATED AT 143 E. RAILROAD STREET, SANDWICH, ILLINOIS 60548
- C.** Discussion of Professional Services Agreement with EEI to update the Lead Service Line Replacement Plan at a cost of \$6,150.
- D.** Discussion and possible approval of bills presented for payment in the amount of \$513,605.10
- E.** Discussion and possible adoption of RESOLUTION 25-01: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE OF AUTHORITY FORM

15. Executive Session

- A.** Executive Session Pursuant to 5 ILCS 120/2 (c) (11) Imminent Litigation (action to follow)

16. Announcements

- A.** The next Finance Committee Meeting will take place on April 7, 2025 at 6:30 p.m.
- B.** The next Committee of the Whole Council meeting will be held on April 7, 2025 at 7:00 p.m.

- C. The next Regular Meeting of the Sandwich City Council will be held on April 7, 2025 immediately following the Committee of the Whole meeting

17. Adjournment

PUBLIC HEARING NOTICE
Preliminary Environmental Impacts Determination (PEID)

Notice is hereby given that a public hearing will be held by the corporate authorities of the City of Sandwich at their regular Committee of the Whole City Council meeting on March 17, 2025, at 7:00 p.m. at City of Sandwich City Hall, 144 Railroad Street, Sandwich, IL 60548.

The purpose of the public hearing is to obtain public comment on the City of Sandwich's Water System Improvements Project (the "Project") and the Illinois Environmental Protection Agency's (IEPA) Preliminary Environmental Impacts Determination, as provided for in Section 662.330 of the Illinois Procedures for Issuing Loans from the Public Water Supply Loan Program (35 Ill. Admin. Code 662.330). This project is in the Planning stage and this hearing is not a Pre-Construction Meeting.

Under projects L177465, L177466, L177467, L177490, L177491, L177492 and L177493 the City proposes work that includes demolition of the Railroad Street Water Treatment Plant, expansion of the Clark Street Water Treatment Plant, the installation of a new booster pump station and pressure reducing valve station to establish a new pressure zone for the northwest portion of the City, and the removal and replacement of approximately 54,000 lineal feet of undersized watermain. This Public Notice is to provide an opportunity for the public to provide comments on the City's proposed construction. The Project Summary and Preliminary Environmental Impacts Determination document provided by the Illinois Environmental Protection Agency (Illinois EPA) are available for review at the City of Sandwich City Hall, 144 Railroad Street, Sandwich, during normal business hours, 8:00 AM to 5:00 PM Monday to Friday. The document contains information including the location, user rate impacts, and potential environmental impacts.

All interested parties wishing to provide comment on the Project, the Preliminary Environmental Impacts Determination, and/or any environmental impacts of the Project are invited to attend the public hearing and will be given an opportunity to be heard. Written comments may also be submitted at any time for up to and including an additional ten (10) days following the date of public hearing. Written comments may be sent to the City of Sandwich, Attention: City Administrator, 144 Railroad Street, Sandwich, Illinois 60548, and/or to David Otto, Project Manager, at the Illinois EPA, Infrastructure Financial Assistance Section, P.O. Box 19276, Springfield, Illinois, 62794-9276, or the IEPA may be contacted directly at (217) 782-2027 for further information.

Mayor and City Council
City of Sandwich
144 Railroad Street

Project Summary and Environmental Assessment

The City of Sandwich has applied to the Illinois Environmental Protection Agency’s (IEPA) Public Water Supply Loan Program (PWSLP) to request funding to help finance multiple drinking water improvements projects. The following project summary and environmental assessment has been prepared by the IEPA to assist the loan applicant in complying with the public notice requirements. This report is based on information submitted to the IEPA by the City of Sandwich. Sources of information include the following documents: Project Plan Water System Improvements prepared by Engineering Enterprises, Inc. dated January 2025 and other information compiled by the IEPA.

Part I – Project Information

Project Name: Water System Improvements

Loan Applicant: City of Sandwich

County: DeKalb

Project Numbers: L177465, L177466, L177467, L177490, L177491, L177492, & L177493

Current Population: 7,212

Future Population (25 year): 10,669

Project Description: The proposed work will involve the demolition of the Railroad Street Water Treatment Plant (WTP), the expansion of the Clark Street WTP to allow for operation and treatment of Well no. 3 with the addition of HMO and pressure filtration for radium removal, the conversion of Wells no. 1 & no. 2 to submersible equipment and pitless adapters, the installation of a new booster pump and pressure reducing valve station to establish a new pressure zone for the northwest portion of the City, the removal and replacement of approximately 54,000 lineal feet of undersized watermain, and all related appurtenances.

Project Locations: Work for the projects will occur throughout the City. Please see attached maps for precise project locations.

Project Justification: The existing water treatment plant at Railroad Street is in critically poor condition. The building has severe structural issues and is in danger of catastrophic failure. In order to decommission and demolish the building the treatment capacity must be transferred to the existing Clark Street WTP. This necessitates the expansion of the Clark Street WTP to accommodate the additional treatment capacity. Water modeling has shown that a new pressure zone should be added to serve the northwest portion of the City’s water system. This area frequently experiences low water pressures. The addition of a new booster pump and pressure reducing valve station will allow the addition of a new pressure zone for this part of the City. This work will ultimately improve flows and water pressures for this section of the City. Additional pressure and flow issues throughout the City occur as a result of severely undersized watermains. The City has several thousand feet of 2” and 4” watermains throughout its distribution system. The

multi-year watermain replacement work will remove and replace these sections of undersized watermain in order to improve flow rates and pressures in the system. The combined improvements proposed by the City are necessary in order to ensure safe and adequate water service for residents.

Estimated Construction Start Date: March 2026 (WTP Demo/Expansion, Watermain Replacement Year 1, and Booster Pump/Pressure Reducing Valve Station)

Estimated Construction Completion Date: September 2031 (Final Year of Watermain Replacement)

Combined Project Cost Estimate: \$17,239,000.00

Part II – Project Affordability for Residents and Utility Customers

The applicant is proposing to finance the project costs with multiple loans from the Public Water Supply Loan Program (PWSLP). Loans issued from the PWSLP typically have an interest rate of 1.87% and a loan term of twenty (20) years. Annual repayment on multiple loans totaling \$17,239,000.00, assuming the standard loan terms, would be \$1,033,822.00.

The loan program rules include provisions for incentives such as reduced interest rates, partial principal forgiveness (a reduction in the amount of principal borrowed that would otherwise have to be repaid), and extended repayment periods for qualifying applicants. The final decision for incentive qualification will be determined at the time a loan agreement is issued using updated Census Bureau and Department of Labor data. The Agency adjusts qualifying criteria annually on July 1st. Using current data, the City is eligible to receive a reduced interest rate, partial principal forgiveness, and an extended loan term. Principal forgiveness is not guaranteed until a loan agreement is issued.

The final loan and annual repayment amounts will be based on the as-bid project costs, and the loan terms in effect on the date the loan agreements are issued. A rate increase will be necessary to repay the combined loans.

Source of Loan Repayment: User Fees

Average Quarterly Residential Water Use: 17,199 gallons.

Current Average Quarterly Residential Cost of Service: The City currently charges water service customers on a quarterly basis. Currently the City charges a flat rate of \$20.00 with each 1,000 gallons of usage billed at a rate of \$7.40. Assuming an average quarterly usage of 17,199 gallons the average quarterly cost of service can be shown as follows: \$20.00 + \$7.40(17,199/1,000) = \$147.27.

Projected Average Quarterly Residential Cost of Service: The debt service to repay a loan in this amount would equate to a charge of approximately \$91.74 per for each of the 2,817 residential customers per quarter. Assuming an existing average residential cost of service of \$147.27 per quarter, the projected quarterly cost of service can be shown as follows: \$91.74 + \$20.00 + \$7.40(17,199/1,000) = \$239.01.

Number of Customers or Service Connections: 2,817 residential customers.

Median Household Income (MHI): \$81,280.00

Financial evaluation of the proposed project: To evaluate the costs of the proposed project for the community, a percentage comparison of the MHI to the average, annual cost for water service is utilized. The MHI listed above is from the current fiscal year's census information. The projected annual water cost of \$956.04 is 1.18% of the MHI for the area. The percentage is for comparison only and has no impact on whether a project qualifies for funding from the IEPA. The percentage comparison and MHI are two of several criteria used to determine whether a loan project qualifies for interest rate reductions or principal forgiveness.

Part III – Environmental Review

Project Construction Impacts: Temporary adverse environmental impacts such as construction associated noise, blowing dust, air emissions, traffic disruption, and soil erosion will likely occur during construction.

Illinois Department of Natural Resources: The loan applicant submitted project information to the Illinois Department of Natural Resources (IDNR) EcoCAT website to determine compliance with the Illinois Endangered Species Act, Illinois Natural Areas Preservation Act and the Illinois Wetlands Act. The review results indicated that protected resources may be in the vicinity of some of the locations submitted. Follow up letters from IDNR determined that adverse effects are unlikely and terminated consultation for 17 Ill. Adm. Code Parts 1075 and 1090. This indicates that there are no anticipated impacts to threatened and endangered species, wetlands, or other natural areas from the proposed projects.

State Historic Preservation Office: The loan applicant submitted project information to the IDNR State Historic Preservation Office (SHPO) for consultation under Section 106 of the National Historic Preservation Act of 1966. The applicant received a letter from INDR indicating that there are no anticipated impacts to historic, architectural, and archaeological resources from the proposed projects.

Tribal Consultation: The loan applicant submitted project information to interested Tribal Organizations regarding proposed ground disturbance as a result of the project. The Forest County Potawatomi Community (FCPC) responded to the request for consultation and indicated that they would like to be a consulting party. The FCPC concluded that based on the information provided the proposed project would most likely not impact any cultural or historical properties with significance to the community. In the event that cultural or archaeological resources are identified during construction the FCPC requests that work cease immediately and that they be consulted about how to address the find. Other tribal entities have not yet responded to the requests for consultation.

Public comments are invited on the proposed project. For further information contact:

David J. Otto, Project Manager
Infrastructure Financial Assistance Section
Illinois Environmental Protection Agency
Bureau of Water
P.O. Box 19276
2520 W. Iles
Springfield, Il. 62794-9276

(217)782-2027



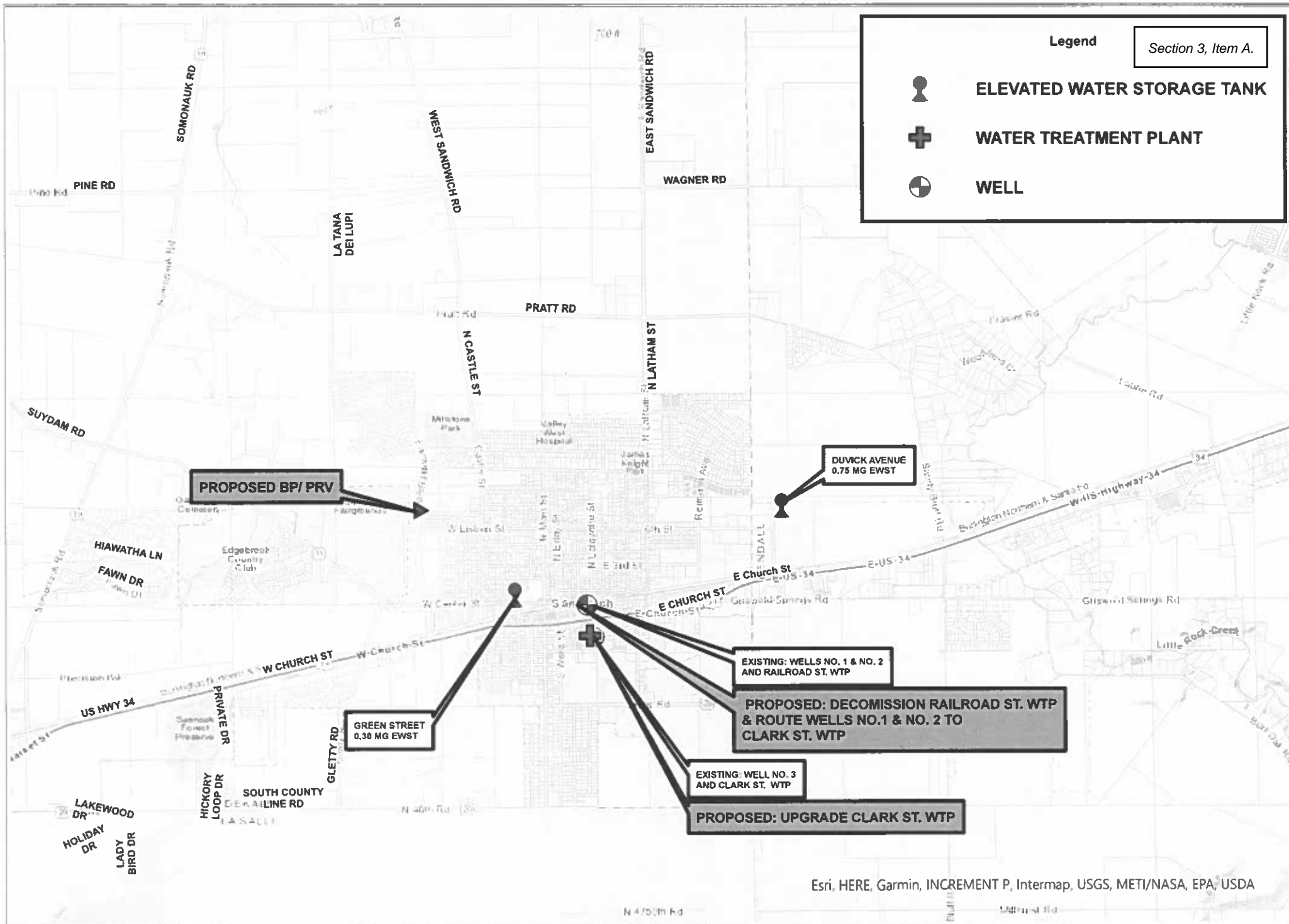
ELEVATED WATER STORAGE TANK



WATER TREATMENT PLANT



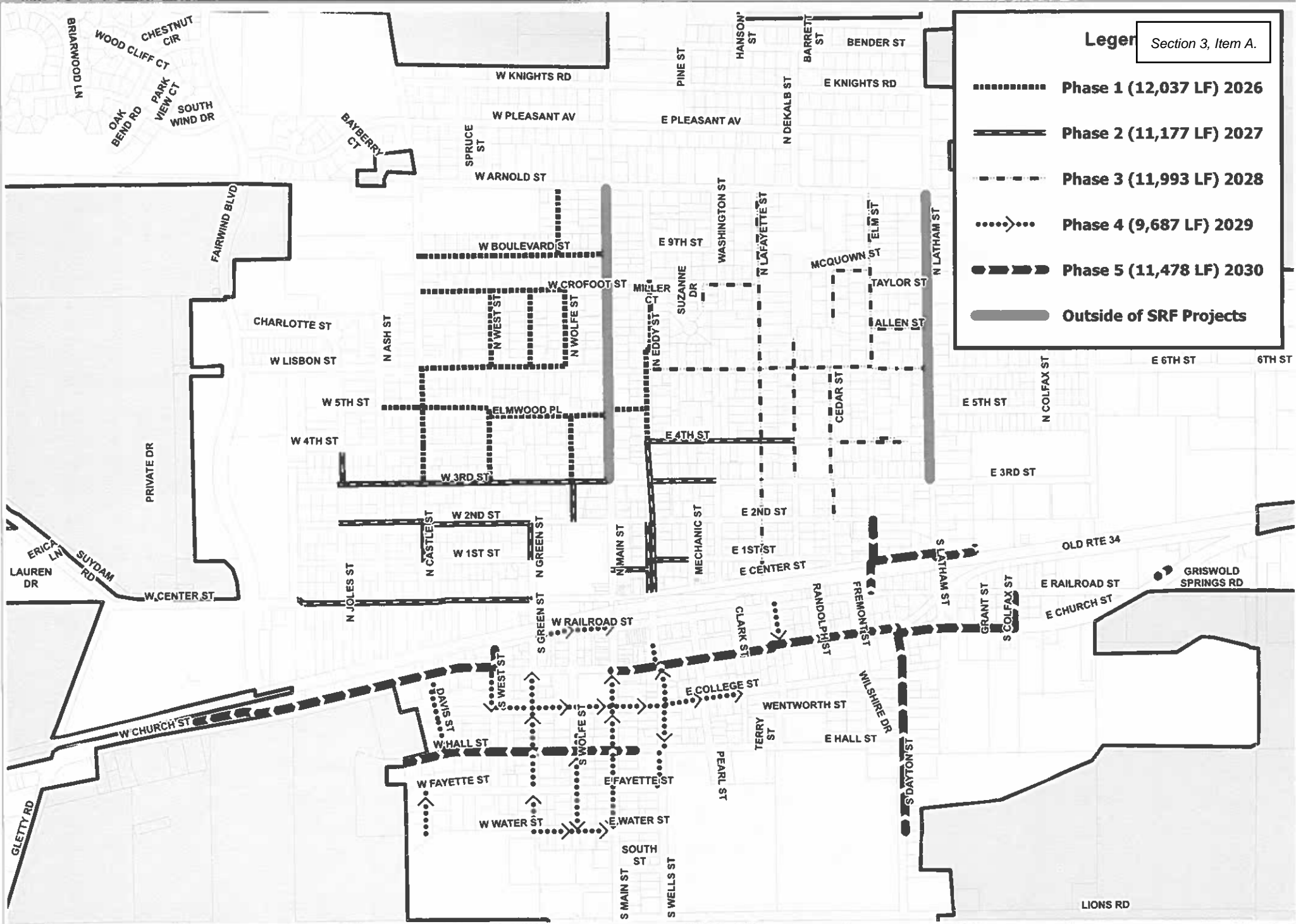
WELL



Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

| NO. | DATE | REVISIONS |
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| DATE | FEBRUARY 2025 |
| PROJECT NO. | SA2420 |
| FILE | SA2420 - Proposed Expansion Facilities |



Legend Section 3, Item A.

- Phase 1 (12,037 LF) 2026
- Phase 2 (11,177 LF) 2027
- - - - - Phase 3 (11,993 LF) 2028
-> Phase 4 (9,687 LF) 2029
- > Phase 5 (11,478 LF) 2030
- Outside of SRF Projects

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Local Newspaper of Record

Consulting Engineer

Stephen Dennison

Engineering Enterprises, Inc.

52 Wheeler Road

Sugar Grove, IL 60554

Other Interested Parties

BCC: Chron File

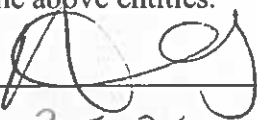
Planning Folder

Scan to: David Otto

Project Manager: David Otto

Date: 03/03/2025

Copies of the Preliminary Environmental Impacts Determination/Notice of Categorical Exclusion have been mailed to the above entities.

Signed: 

Date: 3.5.25

RESOLUTION 25-05

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH FIRE PROTECTION DISTRICT CONCERNING COOPERATION AS IT PERTAINS TO PUBLIC SAFETY

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the City of Sandwich (hereinafter “the City”) is an Illinois Municipal Corporation formed under the Illinois Municipal Code; and

WHEREAS, the Sandwich Fire Protection District (hereinafter the “SFPD”) is an Illinois Fire Protection District formed under the Fire Protection District Act; and

WHEREAS, the City and the SFPD desire to cooperate with one another as it pertains to providing mutual aid and maintaining public safety within the City, portions of which coincide with the District’s geographic territory; and

WHEREAS, the City Council has reviewed the Intergovernmental Cooperation Agreement (attached hereto as Exhibit “A”) and believes that it is in the best interest of the City and its citizens to enter into said Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandwich, Illinois, that the Mayor is hereby empowered, authorized, and directed to execute, on behalf of the City of Sandwich, the Intergovernmental Cooperation Agreement Between the City of Sandwich and the Sandwich Fire Protection District Concerning Cooperation as it pertains to Public Safety.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Ii, City Clerk

CERTIFICATION

I, Denise Li, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

RESOLUTION 25-05

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH FIRE PROTECTION DISTRICT CONCERNING COOPERATION AS IT PERTAINS TO PUBLIC SAFETY

As approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2025.

Denise Li, City Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SANDWICH AND THE SANDWICH FIRE PROTECTION
DISTRICT**

THIS AGREEMENT made and entered into this ____ day of _____, 2025 by and between the CITY OF SANDWICH, an Illinois Municipal Corporation (hereinafter referred to as the CITY) and the SANDWICH FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter referred to as the DISTRICT) collectively referred to as the “Parties” which have approved this Agreement in the manner provided by law.

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised, combined, transferred, and enjoyed by a unit of local government individually, and to enter into contracts with any other unit of local government for the performance of governmental services, activities and undertakings; and

WHEREAS, the Parties are units of local governments as defined in the Illinois Constitution and are public agencies pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the Fire Protection District Act (70 ILCS 705/11a) provides that a fire department may contract for mutual aid to and from governmental units organized to furnish fire protection services; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-6-1) provides for the City to enter into contracts for mutual aid with fire protection districts; and

WHEREAS, the District has the statutory responsibility for fire protection, advanced life support systems, emergency medical services, fire prevention services, and fire safety public education services in the District’s entire geographic territory; and

WHEREAS, the Parties have been providing shared services with regard to emergency management (hereinafter referred to as SERVICES) on a continuing basis and pursuant to various agreements and subject to differing terms and covenants for a substantial number of years; and

WHEREAS, the Parties recognize the need to cooperate in maintaining their concern for public safety; and

WHEREAS, the Parties hereto have determined that it is in their best interest to enter into this agreement to clarify and solidify their goals and objectives.

NOW, THEREFORE, BE IT RESOLVED, that, in consideration of the mutual covenants and undertakings contained herein, the Parties hereby enter into this Intergovernmental Agreement upon the following terms and conditions:

Section One: The Parties agree that recitals hereinabove are incorporated herein and made a part of this Agreement.

Section Two: The Parties agree that the purpose of this Agreement is to improve the provision of Services within the respective jurisdictions of the Parties.

Section Three: The City agrees to provide mutual support to the district, including the support of the volunteer Sandwich Emergency Management Agency (hereinafter referred to as SEMA) as applicable in accordance with the terms of this Agreement.

Section Four: This Agreement is intended to be flexible for all Parties, as SEMA is an all-volunteer organization, and as such, SEMA will participate in mutual aid and/or automatic aid to the degree it is able to do so from a financial and operational standpoint, as determined by the SEMA Director .

Section Five: Except as specifically provided herein, it is not contemplated that any Party will incur a financial obligation as a result of this Agreement beyond the normal cost of providing Services as is already expected and/or required of the Parties.

Section Six: The City and the District shall continue to provide salaries and all benefits to each Party’s own employees, as may be amended at their sole and executive expense, including but not limited to health insurance, life insurance, Workers’ Compensation coverage, paid holidays, sick time, and vacation time except for those individuals that are exempt or volunteers.

Section Seven: The Parties agree to indemnify and hold each other harmless from any and all claims, losses, damages or costs, including reasonable attorney’s fees, whatsoever, claimed, resulting from or arising in whole or in part, out of the acts or omissions of SEMA while they are under the control of either Party, or the possession or use of either Party’s vehicle, vehicles under the provisions of which emanate from the execution or performance of this Agreement, equipment, or which results from the claims of third parties as it pertains to the Party which is providing direction to SEMA at said time.

Section Eight: This Agreement shall remain in full force and effect from the last date of the execution hereof and shall automatically renew on a yearly basis unless or until it is terminated as provided for in this Section. Either Party may terminate this Agreement upon delivery of a written notice to the other Party at least thirty (30) days before the intended termination date. Such notice shall be either personally delivered or sent by certified mail, return receipt requested, as follows:

If to the City:
City of Sandwich
Attn: Mayor
144 E. Railroad Street
Sandwich, Illinois 60548

If to the District:
Sandwich Fire Protection District
Attn: Fire Chief
310 E. Railroad Street
Sandwich, Illinois 60548

Copy to:
Cassandra A. Gottschalk
Foster, Buick, Conklin, Lundgren &
Gottschalk, LLC
2040 Aberdeen Court
Sycamore, Illinois 60178
Facsimile: 815-756-9506
E-mail: cgottschalk@fosterbuick.com

Copy to:

Section Nine: This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

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

Section Eleven: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section Twelve: This Agreement shall not be assigned without the written consent of the other Party.

Section Thirteen: This Agreement will replace any previous agreements between the Parties. All prior reciprocal fire protection or mutual aid agreements between the Parties are hereby terminated and superseded.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date shown below:

APPROVED AND ADOPTED on this ____ day of _____, 2025 by

CITY OF SANDWICH

By: _____
Todd Latham, Mayor

ATTEST:
By: _____
Denise Ii, City Clerk

APPROVED AND ADOPTED on this ____ day of _____, 2025 by

SANDWICH FIRE PROTECTION DISTRICT

By: _____
(President, Board of Trustees)

ATTEST:
By: _____
(Secretary, Board of Trustees)

RESOLUTION 25-06_

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION AGREEMENT BETWEEN GRNE SOLARFIELD 10, LLC, AND THE CITY OF SANDWICH CONCERNING THE TERMINATION OF THE SOLAR POWER PURCHASE AGREEMENT AND SITE LEASE DATED APRIL 25, 2022

WHEREAS, the City of Sandwich (hereinafter referred to as “the City”) entered into a Solar Purchase Agreement and Site Lease dated April 25, 2022, (collectively referred to as the “Solar Agreements”) with GRNE Solarfield 10, LLC (hereinafter referred to as “NRE”); and

WHEREAS, pursuant to the Solar Agreements, NRE was to lease certain property owned by the City for the purposes of installing and operating a solar energy facility and then sell to the City all of the Energy Output generated by said solar energy facility (hereinafter referred to as “the Project”); and

WHEREAS, NRE has determined it is no longer feasible to complete the Project; and

WHEREAS, the City has taken certain steps and expended monies in anticipation of the Project commencing and being completed, but is willing to terminate the Solar Agreements with NRE upon the condition that NRE pays to the City the sum of \$18,000.00 as and for the costs incurred by the City in relation to the Project; and

WHEREAS, the City Council has reviewed the Termination Agreement between NRE and the City (attached hereto as Exhibit “A”) and believes that it is in the best interest of the City to enter into said Termination Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandwich, Illinois, that the Mayor is hereby empowered, authorized, and directed to execute, on behalf of the City of Sandwich, the Termination Agreement between GRNE Solarfield10, LLC, and the City of Sandwich Concerning the Termination of the Solar Power Purchase Agreement and Site Lease Dated April 25, 2022.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Ii, City Clerk

CERTIFICATION

I, Denise Ii, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

RESOLUTION 25-06

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION AGREEMENT BETWEEN GRNE SOLARFIELD 10, LLC, AND THE CITY OF SANDWICH CONCERNING THE TERMINATION OF THE SOLAR POWER PURCHASE AGREEMENT AND SITE LEASE DATED APRIL 25, 2022

as approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2025.

Denise Ii, City Clerk

EXHIBIT A

**Termination Agreement between GRNE Solarfield 10, LLC and the City of Sandwich
Concerning the Termination of the Solar Power Purchase Agreement and Site Lease dated
April 25, 2022**

This Termination Agreement is entered into as of March __, 2025 (“Effective Date”) between GRNE Solarfield 10, LLC, an Illinois limited liability company (“NRE”) and the City of Sandwich, an Illinois Municipal Corporation (“the City”). The City and NRE are referred to herein collectively as the “Parties” and each individually as a “Party”.

The City and NRE previously entered into that certain Solar Energy Power Purchase Agreement and Site Lease for Solar Installation, dated April 25, 2022, respectively (collectively with any related solar documents between the Parties, the “Solar Agreements”), pursuant to which NRE was to provide certain solar development services to the City (collectively, the “Project”).

It is the mutual intention of the City and NRE to terminate the Solar Agreements and this Termination Agreement is intended to serve as each party’s acknowledgement and acceptance of such termination pursuant to the applicable provisions of the Agreement.

The Parties acknowledge and agree that:

Section 1. Termination. The Parties mutually agree that the Agreement shall be terminated effective March __, 2025 (the “Termination Date”). Upon the Termination Date, the Agreement shall have no further force or effect.

Section 2. Consideration. In exchange for the City’s agreement to terminate the Solar Agreements, NRE shall pay to the City the sum of EIGHTEEN THOUSAND and 00/100 DOLLARS (\$18,000.00) as and for the costs incurred by the City in connection with the Solar Agreements. Said payment shall be made to the City by NRE within seven (7) days of the Effective Date. NRE acknowledges and agrees that it has already received all payments and amounts owed from the City under the Solar Agreements and this Termination Agreement and that no additional consideration of any kind is due from the City with respect to the Solar Agreements or this Termination Agreement.

Section 3. Effect of Termination. Except as expressly provided herein, the Parties acknowledge and agree that this Termination Agreement will not impact any rights or obligations of either Party which is intended to survive termination of the Solar Agreements.

Section 4. Fees and Expenses. Each Party shall bear its own fees and expenses (including attorneys’ fees) incurred in connection with the Solar Agreements, this Termination Agreement, and the transactions contemplated hereby, notwithstanding the payment from NRE to the City provided for in Section 2 hereof.

Section 5. Representations. Each Party represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have

under the Solar Agreements to any third party or other person. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Termination Agreement on behalf of the Party.

Section 6. Waiver. The Parties waive any requirements under the Solar Agreements related to consummation of the transactions contemplated by this Termination Agreement, including any notice requirements, as well as any claims, costs, or damages arising out of or relating to the Solar Agreements, excepting therefrom the payment from NRE to the City provided for in Section 2 hereof. Should any party be required to take any action with regard to the payment referenced in Section 2 hereof, the prevailing party shall be entitled to collect any expenses incurred, including reasonable legal fees and costs, relating thereto.

Section 7. Governing Law. This Termination Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Illinois.

Section 8. Binding Agreement. This Termination Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Termination Agreement. Each Party acknowledges and agrees that it fully understands the provisions set forth in this Termination Agreement and their effect, and that each Party is voluntarily entering into this Termination Agreement.

Section 9. Severability. If any provision or portion of this Termination Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

Section 10. Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Section 11. Entire Agreement; Modification. This Termination Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Termination Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Termination Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Termination Agreement, except to the extent such representations are expressly set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have signed this Termination Agreement as of the date set forth below.

NRE:

GRNE SOLARFIELD 10, LLC
An Illinois limited liability company

By: _____
Alyssa Martin
Authorized Representative

CUSTOMER:

CITY OF SANDWICH

By: _____
Todd Latham
Mayor

[Signature page]

RESOLUTION 25-07

RESOLUTION APPROVING DECOMMISSIONING BOND OBTAINED BY TPE IL KE109, LLC, FROM PENNSYLVANIA INSURANCE COMPANY CONCERNING THE DECOMMISSIONING OF A SOLAR POWER GENERATION FACILITY LOCATED AT 599 SANDY BLUFF ROAD, SANDWICH, ILLINOIS 60548

WHEREAS, TPE ILKE109, LLC (hereinafter referred to as “TPE”) submitted an application to the City of Sandwich (hereinafter “the City”) for a Special Use Permit to allow solar power generation in an M-2 Zoning District at 599 Sandy Bluff Road, Sandwich, Illinois 60548(PIN 01-30-401-003) on April 18, 2023; and

WHEREAS, after public notice was published in the Sandwich Record on April 13, 2023, a public hearing (PC 2023-02) was held before the Plan Commission of the City of Sandwich (hereinafter referred to as the “Commission”) on May 9, 2023, at 6:30 p.m.; and

WHEREAS, based upon the evidence presented at the hearing in PC 2023-02, the Commission recommended, pursuant to a vote of 4 yes, 0 no, and 2 absent, that the City approve the Special Use Permit; and

WHEREAS, the City approved the Special Use Permit by way of Ordinance 2023-11 on May 15, 2023; and

WHEREAS, pursuant to Ordinance 2023-11, TPE was to meet certain conditions of the City staff, including obtaining and providing to the City a Decommissioning Plan and Decommissioning Bond which meets with the approval of City staff; and

WHEREAS, the City has reviewed the Decommissioning Bond obtained by TPE from Pennsylvania Insurance Company, a copy of which is attached hereto as Exhibit “A”, and believes that same is acceptable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandwich, Illinois, that Decommissioning Bond between TPE IL KE109, LLC and Pennsylvania Insurance Company is hereby approved and accepted by the City of Sandwich and the Mayor of the City of Sandwich.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Ii, City Clerk

CERTIFICATION

I, Denise Ii, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

RESOLUTION 25-07

**RESOLUTION APPROVING DECOMMISSIONING BOND OBTAINED BY
TPE IL KE109, LLC, FROM PENNSYLVANIA INSURANCE COMPANY
CONCERNING THE DECOMMISSIONING OF A SOLAR POWER GENERATION
FACILITY LOCATED AT 599 SANDY BLUFF ROAD, SANDWICH, ILLINOIS 60548**

As approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2025.

Denise Ii, City Clerk

EXHIBIT "A"

Bond. SBP150344_041

DECOMMISSIONING BOND

KNOW ALL MEN BY THESE PRESENTS: That we, **TPE IL KE109, LLC**, as Principal, and **Pennsylvania Insurance Company**, a corporation duly authorized under the laws of the State of New Mexico, as Surety, are held and firmly bound unto the **City of Sandwich**, as Obligee in the full and just sum of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**, lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents. Surety is authorized to do business in the State of Illinois by virtue of **THE ATTACHED STATE OF ILLINOIS DEPARTMENT OF FINANCIAL SERVICES LICENSE**.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to complete decommissioning of a solar power generation facility located at 599 Sandy Bluff Road, Sandwich, Illinois 60548, in accordance with the TPE IL KE109, LLC approved Decommissioning Plan, which said plan, is hereby attached as Exhibit "A" and made part hereof; and

Whereas, the Obligee has requested that the Principal furnish a bond for the faithful performance of said decommissioning plan.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said plan and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the plan or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the plan or to the work or to the specifications.

The surety may cancel this bond at any time by giving the Obligee ninety (90) days' written notice (a "Notice of Cancellation") of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligee within sixty (60) days of the receipt by the Obligee of the Notice of Cancellation, the Surety may choose to reinstate this Bond, otherwise the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligee.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this ____ day of March 2025.

TPE IL KE109, LLC

By: _____
Name: _____
Title: _____

Pennsylvania Insurance Company

By: _____
Name: Megan Sivley
Title: Attorney-in-Fact

RESOLUTION 25-08

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH PARK DISTRICT CONCERNING THE INSTALLATION OF A FENCE LOCATED ON PROPERTY LEASED BY THE CITY AT VETERANS PARK LOCATED AT 143 E. RAILROAD STREET, SANDWICH, ILLINOIS 60548

WHEREAS, the Sandwich Park District and the City of Sandwich enjoy certain authorities related to zoning and building; and

WHEREAS, The City of Sandwich leases certain property north of Veterans Park located at 143 E. Railroad Street Sandwich, Illinois 60548 and will install a fence on that property on behalf of the Sandwich Park District; and

WHEREAS, the Sandwich Park District and the City of Sandwich desire to have such fence installed at the cost of the Park District; and

WHEREAS, the City Council has reviewed the Intergovernmental Cooperation Agreement (attached hereto as Exhibit "A") and believes that it is in the best interest of the City to enter into said Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandwich, Illinois, that the Mayor is hereby empowered, authorized, and directed to execute, on behalf of the City of Sandwich, THE Intergovernmental Cooperation Agreement Between the City of Sandwich and the Sandwich Park District concerning installation of a fence located on property leased by the City at Veterans Park located at 143 E. Railroad Street, Sandwich, Illinois 60548.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Ii, City Clerk

CERTIFICATION

I, Denise Ii, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

RESOLUTION 25-08

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH PARK DISTRICT CONCERNING THE INSTALLATION OF A FENCE LOCATED ON PROPERTY LEASED BY THE CITY AT VETERANS PARK LOCATED AT 143 E. RAILROAD STREET, SANDWICH, ILLINOIS 60548

As approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2024.

Denise Ii, City Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDWICH AND THE SANDWICH PARK DISTRICT
FOR THE CONSTRUCTION OF A FENCE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2025, by and between the City of Sandwich, an Illinois municipality (“City”) and the Sandwich Park District, an Illinois unit of local government (“Park District”) The City and the Park District are hereinafter sometimes referred to individually as a “Party,” and collectively as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (2012) (“the Act”); and

WHEREAS, the City and Park District are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, the Parties wish to install a fence on property leased by the City at Veterans Park located at 143 E. Railroad Street, Sandwich IL 60548, in accordance with the terms and conditions of this Agreement (the “Project”); and

WHEREAS, the Parties have determined that it is in the best interests of their respective residents, as well as the public generally, to proceed with the Project, and desire to partner together to facilitate the Project’s construction, operation and maintenance; and

WHEREAS, the Parties wish to define and establish their respective rights, responsibilities and obligations with respect to the construction, operation, and maintenance of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties the Parties agree as follows:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this paragraph 1, the same constituting the factual basis for this Agreement. All exhibits referenced and attached to this Agreement are hereby incorporated into this Agreement by this Section 1.

2. **SCOPE OF PROJECT.**

2.1 The City will enter into all necessary contracts and agreements and will pay for all materials and labor to complete installation of the Project. The Project design, specifications, and installation shall be completed by the City with input from the Park District. The Project shall be completed in a manner substantially consistent with the proposal from Ideal Fence, Inc. dated October 5, 2024.

After completion, the City shall provide notice to the Park District that it has completed payments for the Project, and request that the Park District reimburse the City. The Park District shall then reimburse the City for the Project costs within forty-five (45) days in an amount not to exceed Six Thousand Six Hundred Forty Dollars (\$6,640.00). The Project will be part of Veterans Park, property of the City, and operation, maintenance,

replacement, and liability will be the sole responsibility of the City. The City shall be solely responsible for maintaining insurance coverage on the improvements installed as part of the Project following completion of construction. The insurance required of the City and the City's contractors, subcontractors and suppliers under this Agreement shall remain in full force and effect until expiration of any limitations period for any claim arising from design, labor, or materials required to construct the Project, whether performed by City or City's contractor(s).

2.2 The City will serve as primary lead on construction of the Project, which shall include but is not limited to completing the solicitation for bids if required by law, payment of all services needed to complete the Project, and compliance with all applicable laws and regulations pertaining to construction of the Project, including but not by limitation, the Illinois Prevailing Wage Act, 820 ILCS 130 et seq.

3. INDEMNIFICATION AND INSURANCE.

3.1. The City shall indemnify, hold harmless, and defend the Park District and its officials, officers, employees and agents (hereinafter referred to as the "Releasees") from and against all injuries, deaths, losses, damages, including property damage, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and court costs, against the Releasees related in any way to this Agreement or the Project to the furthest extent permitted by law. The City shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses.

3.2. Nothing in this Agreement shall be construed as prohibiting the Park District or its officers, employees and agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

3.3. At its own expense, the City shall obtain and keep in force during the duration of this Agreement the following insurance coverage for Project work with the following minimum limits: The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- Broad form comprehensive general liability, with a general aggregate of \$3,000,000.00 and \$1,000,000.00 for each occurrence.
- Workers' compensation insurance in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all applicable employees pursuant to this Agreement. Employer liability coverage in an amount not less than \$1,000,000.00.
- Comprehensive automobile liability, with coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage, with a combined single limit coverage of \$1,000,000.00.

The minimum insurance coverage specified in this Paragraph 3.4 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Each Party shall provide evidence of the required coverages upon the request of the other Party.

3.4. The City shall require any contractor performing any work on the Project to carry liability insurance, workers compensation, employer liability, and auto liability, in coverage amounts and from insurance providers acceptable to the Parties. All contractors shall name the Park District, its officers, employees, agents, and volunteers as additional insureds under such policies to the same extent City obtains such additional insured coverage for itself. Contractor or City shall furnish to the Park District copies of certificates of insurance evidencing coverage for any contractor performing any such work. The City shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement, to indemnify, hold harmless and defend both Parties and their respective officials, officers, employees, and agents, from and against all injuries, deaths, injuries, losses, damages, including property damage, claims, suits, liabilities,

judgments, costs and expenses, including reasonable attorneys’ fees and court costs, related in any way to this Agreement or the Project to the furthest extent permitted by law.

4. NO WAIVER OF TORT IMMUNITY DEFENSES. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the City or the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or any other immunity law, regulation or order, with respect to claims arising out of or in any way related to this Agreement.

5. MODIFICATIONS AND AMENDMENTS. Any modifications of or amendments to this Agreement must be in writing, signed by both Parties, and dated on or subsequent to the date hereof.

6. TERMINATION. This Agreement is conditioned upon the faithful performance by both Parties of all the terms and provisions hereof. Either Party may terminate this Agreement upon thirty (30) days prior written notice in the event of a breach of a material term of this Agreement by the other Party.

7. TERM. This Agreement shall remain in full force for two (2) years, and can be extended by mutual agreement of the parties, except that Sections 3, 4 and 5 above shall survive expiration or termination of this Agreement for any reason.

8. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes in the performance of their respective obligations under this Agreement.

9. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor the City shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

10. NO THIRD-PARTY BENEFICIARIES. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City and/or the Park District.

11. NO IMPLIED WAIVER. No waiver of any rights which either Party has in the event of any default or breach by the other Party under this Agreement shall be implied from the non-breaching Party’s failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

12. NOTICES. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, postage prepaid, or by personal delivery service with proof of delivery, addressed as follows:

If to the CITY: City of Sandwich
c/o: City Administrator
144 E Railroad St.
Sandwich, IL 60548

If to PARK DISTRICT: Sandwich Park District
c/o: Executive Director
1001 N Latham St.
Sandwich, IL 60548
bill.novicki.spd@gmail.com

With a copy to: Bryan M. Wellner
Mahoney, Silverman & Cross, LLC
822 N. 129th Infantry Drive, Suite 100
Joliet, IL 60435
bwellner@msclawfirm.com

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery or personal delivery service shall be deemed given upon actual delivery.

13. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

14. AUTHORITY. The individual officers of Park District and the City who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

15. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

16. HEADINGS. The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

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

CITY OF SANDWICH

SANDWICH PARK DISTRICT

Todd Latham, its Mayor

Dan Hoyt, its President

ATTEST:

ATTEST:

Denise Ii, its Clerk

Theresa Jordan, its Secretary

Date: _____

Date: _____

RESOLUTION 25-09

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE OF AUTHORITY FORM

WHEREAS, the City of Sandwich (hereinafter referred to as “the City”) purchases road salt from the Illinois Department of Transportation (hereinafter referred to as “IDOT”) on an annual basis; and

WHEREAS, the IDOT has adopted a new policy and now requires that the City execute a Certificate of Authority form in conjunction with all road salt purchase contracts; and

WHEREAS, the Mayor and City Council have determined that the Street Superintendent and the Accounts Payable Clerk shall have the authority to execute road salt purchase contracts on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Sandwich, Illinois, that the City Clerk is hereby authorized to execute the Illinois Department of Transportation Certificate of Authority form, attached hereto as Exhibit “A,” and declare that the Street Superintendent and the Accounts Payable Clerk shall have the authority to execute road salt purchase contracts on behalf of the City.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Ii, City Clerk

CERTIFICATION

I, Denise Ii, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

RESOLUTION 25-09

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE OF AUTHORITY FORM

as approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2025.

Denise Ii, City Clerk

EXHIBIT A

CITY OF SANDWICH

Illinois Department of Transportation Certificate of Authority by Vote

I, Denise Ii, hereby certify that I am the duly elected Clerk of the City of Sandwich (“hereinafter the City”). I hereby certify the following is a true copy of a vote taken at a meeting of the City Council, duly called and held on March 17, 2025, at which a quorum of the Councilmembers was present and voting.

Voted: That Street Superintendent Nick Grube and Accounts Payable Clerk Michele Hoisington are duly authorized to enter into contracts, to include joint participation agreements, on behalf of the City of Sandwich, with the State of Illinois and any of its agencies or departments with regard to the purchase and procurement of road salt and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote, in accordance with the City’s Municipal Code, Policies, and within the constraints of the City’s Budget for road salt.

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

Dated: _____

Attest: _____
Denise Ii, City Clerk