

City of Braidwood
Committee of the Whole Agenda
City Hall Council Chambers
141 W. Main Street
Braidwood, IL 60408
Regular Meeting, Tuesday, April 14, 2026 at 6:30 PM

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

IV. Approval of Minutes

- A. Approve Minutes of the RESCHEDULED Council Meeting on Thursday, March 12, 2026.

V. Discussion

- A. Amend Professional Fee Agreement-Steve
- B. Intergovernmental Agreement with Braidwood Park District—Todd
- C. Agreement with Jack Henry-Liz

VI. Public Comment

State your full name and spell your last name. Section 2-34 of the Braidwood Code of Ordinances imposes a 3-minute limit for each person during public comment.

VII. Executive Session

- A. Motion to go into executive session to discuss (i) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2 (c) (1)) and (ii) pending, probable, or imminent litigation against, affecting, or on behalf of the City (5 ILCS 120/2 (c) (11))
- B. Motion to close executive session

VIII. Adjournment

All agenda packets are available on the [City of Braidwood Website](#)

Minutes of the Regular Meeting of the Braidwood City Council Thursday, March 12, 2026
Braidwood City Hall 141 W. Main St., Braidwood, IL 60408
RESCHEDULED FROM TUESDAY, MARCH 10, 2026
DUE TO WEATHER

Call to Order: The Regular Meeting of the Braidwood City Council on March 12, 2026 was called to order at 7:02 p.m., by Mayor Lyons in the Council Chambers of the Braidwood City Hall.

Pledge of Allegiance: Mayor Lyons requested all rise for the Pledge of Allegiance.

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

Elected Officials:

Present: Commissioner Dixon, Commissioner Wietting, Commissioner Walsh, and Mayor Lyons

Absent: Commissioner Mikel

Appointed Officials:

Present: City Consultant Manager Steve Gulden, Police Chief Eric Allen, City Clerk Sarah Weaver, and City Attorney Bryan Wellner

Absent: City Engineer Sean Kelly

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

Public Comment:

Jay Dixon, 195 N. Lincoln Street, addressed the Council to commend the Braidwood Police Department. Mr. Dixon stated that Officer Zach Manos noticed his vehicle trunk was open late one evening and stopped to notify him, preventing a potential dead battery. Mr. Dixon thanked the officer for his attentiveness and service.

Approval of Minutes: Commissioner Wietting made a motion, seconded by Commissioner Dixon, to approve meeting minutes from the February 24, 2026 Regular Council Meeting. Motion carried with 4 ayes; 0 nays; 0 Abstain (Dixon, Wietting, Walsh, and Lyons)

Mayor’s Report:

- **Narcan Box**
A Narcan distribution box has been placed in the hallway at City Hall through the Braidwood Area Healthy Community Coalition. Residents can obtain Narcan at no cost.
- **Digital Entrance Signs**
City staff met with a digital sign company regarding installing entrance signs within the city. The company would construct and maintain the signs while covering costs through advertising revenue. The City would receive free message time for public notices. Several potential locations are being explored, including near the Mastodon property, while working to avoid IDOT permitting issues.

Administrator Report:

- **Constellation Nuclear Plant Tour**

Mayor Lyons, Police Chief, City Clerk, and myself toured the Constellation nuclear power plant. Officials noted the facility's high level of professionalism, safety measures, and advanced technology. Staff also noted that approximately 50% of Illinois' electricity is generated by nuclear power.

- **Blood Drive**

A community blood drive will be held on March 19 from 2:00 PM to 6:00 PM at City Hall, organized by ESDA Director Josh.

- **Decorative Street Signs**

The City is exploring decorative poles for street and stop signs along Main Street to improve appearance and reduce multiple sign poles at intersections.

- **Secure Truck Lines Development**

City staff is nearing an agreement on Phase 1 improvements for the Secure Truck Lines trailer storage site on Route 53. Improvements include water service installation, berm relocation, fencing, landscaping, brick entrance features, and asphalt paving. The proposal will return to Council for final site plan approval and a front yard fence variance.

Steve requested a motion to approve Ordinance No. 26-14. Commissioner Walsh made a motion, seconded by Commissioner Dixon to approve Ordinance No. 26-14 Amending the Code of Ordinances for the City of Braidwood as it pertains to Chapter 22 Building and Building Regulations, Chapter 38 Fire Prevention and Protection and Chapter 54 Manufactured Homes and Trailers. Motion carried with 4 ayes; 0 nays; (Walsh, Dixon, Wietting, and Lyons)

Also requested a motion to approve Ordinance No. 26-15. Commissioner Wietting made a motion, seconded by Commissioner Dixon to approve Ordinance No. 26-15 Granting variances and approving a site plan for 225 N. Hickory Street, Braidwood, IL 60408 (PIN No. 02-24-07-117-001-0000). Motion carried with 4 ayes; 0 nays; (Wietting, Dixon, Walsh, and Lyons)

City Clerk Report:

Residents were reminded that yard waste collection resumes April 1. Beginning with the first collection week in April, yard waste carts must only contain yard waste. Garbage placed in those carts will not be collected.

The City is continuing work on the new municipal website, which is expected to launch later this month or early April.

Engineer Report

Steve also requested a motion to approve Resolution No. 26-2. Commissioner Wietting made a motion, seconded by Commissioner Dixon to approve Resolution No. 26-2 for Construction on State Highways. Motion carried with 4 ayes; 0 nays; (Wietting, Dixon, Walsh, and Lyons)

City Attorney Report:

Attorney Wellner requested a motion to approve Ordinance No. 26-16. Commissioner Walsh made a motion, seconded by Commissioner Dixon to approve Ordinance No. 26-16 Authorizing the Execution of an agreement between the City of Braidwood and property owners and finding that the property located at 693 W. Main Street is Legal Nonconforming. Motion carried with 4 ayes; 0 nays; (Walsh, Dixon, Wietting, and Lyons)

The City Attorney reported that the City obtained a judicial deed for the property located at 585 W. Main Street, giving the City control of the property. Future discussion will determine next steps regarding demolition.

Accounts & Finance Report: Commissioner Dixon made a motion, seconded by Commissioner Wietting, to approve the Payment of Bills, in the amount of \$265,911.65 as identified in the Accounts Payable General Ledger dated March 10, 2026. Motion carried with 4 ayes: 0 nays. (Dixon, Wietting, Walsh, and Lyons)

Commissioner Dixon then made a Motion, seconded by Commissioner Walsh, to Approve Payroll Expenses in the amount of \$96,628.70 as identified in the Payroll General Ledger dated February 27, 2026. Motion carried with 4 ayes; 0 nays. (Dixon , Walsh, Wietting, and Lyons).

The Commissioner also reported:

- The City audit is proceeding on schedule and must be completed by June 30.
- The water rate increase will be limited to 2% for the 2026–2027 budget year.
- The City’s General Fund reported a \$524,000 surplus, with overall governmental funds showing a \$1.16 million surplus.

Streets & Public Improvement Report:

Discussion included:

- Installation of decorative street sign poles on Main Street.
- Removal of an abandoned utility box near I-55 and Kennedy Road.
- Maintenance work on zoo animal displays.

Public Property Report:

Work continues on repairs to Well #1, and the pump is expected to be operational soon.

Public Health & Safety Report:

Chief Allen reported:

- 118 traffic stops
- 27 citations issued
- 79 written warnings
- 18 ordinance violations
- 3 semi-truck violations
- 10 properties brought into vehicle compliance

The ESDA volunteers were recognized for staffing the Emergency Operations Center and performing storm monitoring during recent severe weather events.

Planning & Zoning Report:

Recent Planning and Zoning items were previously discussed and approved by the Council earlier in the meeting

Old Business: None.

New Business: Commissioner Walsh discussed semi-truck traffic traveling on Division Street south of Main Street. Chief Allen said police have issued citations and provided route maps to trucking companies to redirect drivers to approved truck routes.

Adjournment: Commissioner Wietting made a motion, seconded by Commissioner Walsh, to adjourn the March 12, 2026 regular meeting of the Braidwood City Council. Motion carried with 4 ayes: 0 nays. (Dixon, Wietting, Walsh, Mikel, and Lyons)

The next regular meeting of the Council will be held Tuesday, March 24, 2026 at 7:00 pm.

Approved this 24 Day of March 2026.

_____ Mayor

_____ City Clerk

ORDINANCE NO.
AN ORDINANCE AMENDING THE CITY OF BRAIDWOOD CODE OF ORDINANCES
AS IT PERTAINS TO PROFESSIONAL FEE AGREEMENTS

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BRAIDWOOD AS FOLLOWS:

SECTION 1: ORDINANCES AMENDED

That Section 22-141 of the City of Braidwood Code of Ordinances is hereby amended to include the following as set forth below:

ARTICLE VI. - BUILDING PERMITS

Sec. 22-141. - Required.

(a) Permit required. Except as stated in this section, it shall be unlawful for any property owner or his agent to:

- (1) Construct or alter any building or structure;
- (2) Excavate or build a foundation; or
- (3) Add to, enlarge, move or extend any building or structure, in such a manner as to enlarge the size of or affect the bearing walls or the roof; unless the owner of the property on which the construction is performed, or his agent, shall have first secured a permit therefor and paid the fees applicable thereto.

(b) Administrative fee. A portion of any building permit fee shall include a nonrefundable \$100.00 administrative fee to cover city expense relating to the administration of the permit.

(c) Professional Fee Agreement. Prior to the City incurs any expenses related to the review or approval of any Project, as hereinafter defined, the applicant, developer, person, entity, corporation, association or group (hereinafter referred to as the "developer"), shall execute a Professional Fee Agreement with the City, substantially in the form as approved by the City from time to time. In the event that the Professional Fee Agreement is executed after the City incurs expenses, the requirement to reimburse the City shall be retroactive to apply to all related previously incurred fees. A Project shall be defined as any construction, development, as defined in Section 23-30, annexation or zoning request, permit request, plan submission, plat submission, or any other project that requires the City to utilize a professional consultant.

(1) Security. Upon delivery of an executed Professional Fee Agreement, the developer shall pay the City a deposit as security for the developer's payment of such professional fees, costs and expenses. The City may apply this security in payment of such fees, costs and expenses in the event the developer fails to make timely payments to the City consistent with the terms of the executed Professional Fee Agreement.

(2) Payment of fees. The developer shall pay or reimburse the City for any and all expenses the City incurs for the utilization of professional consultants to review and inspect the developer's project consistent with the terms of the executed Professional Fee Agreement. The professional consultants include, but are not

limited to, its attorneys, engineers, land planners, traffic and transportation consultants. Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services performed on behalf of the City in conjunction with the project or development.

(3) Issuance/renewal. Prior to the consideration, issuance, granting or renewal of any license, permit, approval or inspection related to the project or development, the City department or employee charged with the duty to issue or renew such license or permit, or conduct inspections, shall contact the Finance Department to determine whether any monies are due and owing to the City from the applicant in relation to the project or development in regard to which the license or permit is intended to be used. If monies are found to be due and owing the City, said license, permit approval or inspection shall not be issued, renewed, or approved until all monies due and owing the City have been paid in full, and the Finance Department so certifies.

SECTION 4. SEVERIBILITY

If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

SECTION 5: REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

SECTION 6: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage, approval, publication, and filing with the City Clerk as provided by law.

PASSED this ____ day of _____, 2026 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

	AYE	NAY	ABSTAIN	ABSENT
Commissioner Elizabeth Dixon	_____	_____	_____	_____
Commissioner Warren Wietting	_____	_____	_____	_____
Commissioner James Mikel	_____	_____	_____	_____
Mayor Todd Lyons	_____	_____	_____	_____
Commissioner Dale Walsh	_____	_____	_____	_____

APPROVED THIS _____ day of _____, 2026.

ATTEST:

Todd Lyons, Mayor

City Clerk

ORDINANCE NO.

ORDINANCE AUTHORIZING THE MAYOR OF BRAIDWOOD TO ENTER INTO AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRAIDWOOD AND BRAIDWOOD PARK DISTRICT REGARDING THE GROCERY TAX AND PARK DISTRICT INFRASTRUCTURE

WHEREAS, the Illinois Constitution provides that units of local government and park districts may contract to share services through intergovernmental agreements (Ill. Const., Art. VII, Sed. 10 (1970)); and

WHEREAS, Illinois Statutes provide that public agencies may exercise powers jointly through intergovernmental agreements (5 ILCS 220/1 *et. seq.*); and

WHEREAS, the City of Braidwood, an Illinois Municipal Corporation (the “City”), is a unit of local government (Ill. Const. Art. VII, Sec. 1) and a public agency (5 ILCS 220/1) and the Braidwood Park District (the “District”), is a park district (Ill. Const., Art. VII, Sec. 1) and a public agency (5 ILCS 220/1); and

WHEREAS, the District desires to enter into an agreement with the City under which the City will provide to the District its proceeds of the municipal grocery tax for the District’s use, as set forth in the agreement; and

WHEREAS, the City has determined it to be in the best interests of the public to enter into an agreement with the District consistent with the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRAIDWOOD AND THE BRAIDWOOD PARK DISTRICT REGARDING THE GROCERY TAX AND PARK DISTRICT INFRASTRUCTURE, attached hereto as **Exhibit 1**.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BRAIDWOOD AS FOLLOWS:

SECTION 1: AUTHORIZATION AND EXECUTION

The City of Braidwood hereby approves the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRAIDWOOD AND THE BRAIDWOOD PARK DISTRICT REGARDING THE GROCERY TAX AND PARK DISTRICT INFRASTRUCTURE, attached hereto as **Exhibit 1** (the “Agreement”), the Mayor is hereby authorized and directed to sign the Agreement, and the City Clerk is hereby authorized and directed to attest to the Agreement. Following execution, the City Clerk is authorized and directed to forward the executed Agreement to the Park District.

SECTION 2: SEVERIBILITY

If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

SECTION 3: REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

SECTION 4: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage, approval, publication, and filing with the City Clerk 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:

	AYE	NAY	ABSTAIN	ABSENT
Commissioner Elizabeth Dixon	_____	_____	_____	_____
Commissioner Warren Wietting	_____	_____	_____	_____
Commissioner James Mikel	_____	_____	_____	_____
Mayor Todd Lyons	_____	_____	_____	_____
Commissioner Dale Walsh	_____	_____	_____	_____

APPROVED THIS ____ day of _____, 2025.

ATTEST:

Todd Lyons, Mayor

City Clerk

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF BRAIDWOOD AND THE BRAIDWOOD PARK DISTRICT
REGARDING THE GROCERY TAX AND PARK DISTRICT INFRASTRUCTURE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2025, by and between the City of Braidwood, an Illinois municipality (“City”) and the Braidwood Park District, an Illinois unit of local government (“District”) The City and the 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 District are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, municipalities may impose a 1% tax upon all persons engaged in the business of selling groceries at retail in the municipality, and requires any municipality imposing a Municipal Grocery Retailers’ Occupation Tax under Section 8-11-24 of the Illinois Municipal Code to also impose a Service Occupation Tax at 1% upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service (hereinafter collectively referred to as the “Grocery Tax”); and

WHEREAS, the City adopted the Grocery Tax on _____; and

WHEREAS, the City desires to provide the revenue collected from the City’s Grocery Tax to the District for the District’s use to update existing recreational infrastructure and construct additional recreational infrastructure within the City in accordance with the terms of this Agreement; and

WHEREAS, the Parties wish to define and establish their respective rights, responsibilities and obligations with respect to the District’s use of the municipal grocery tax.

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.

2. OBLIGATIONS OF THE PARTIES.

2.1 The Parties have obtained a quote for the creation of a Master Parks Plan (“Master Plan”) by Hitchcock Design Inc., dba Hitchcock Design Group (“Hitchcock”). The Master Plan shall provide guidance on future growth and development of the District’s recreational facilities and infrastructure, including identification of possible future capital projects based on community needs, environmental factors and budgets, for a 10-20 year period. The Master Plan shall include development concepts for all properties owned by the District and certain additional City owned properties; provided that no Grocery Tax Proceeds (defined in Section 2.2 below) shall be used for any City owned properties. The Master Plan will be used as a guide to identify potential capital projects that could be funded in whole or in part by Grocery Tax Proceeds. The Grocery Tax Proceeds may upon mutual agreement of the Parties, be used for other District capital projects not included in the Master Plan. The City shall enter into a contract with Hitchcock for the Master Plan in an amount not to exceed \$25,000 (“Master Plan Fees”) and shall be responsible for and pay all approved Master Plan Fees to Hitchcock. The Park District shall reimburse the City for a portion of the Master Plan Fees in the amount of \$5,000. Once the Master Plan is complete it shall be incorporated into this Agreement as Exhibit 1.

2.2. The City agrees to pledge and pay to the District all money it collects and actually receives from the Grocery Tax (“Grocery Tax Proceeds”), which shall be used by the District exclusively for capital improvement projects that are mutually agreed upon by the City and District, including but not limited to the rehabilitation and development of parks, recreational capital infrastructure, and any other infrastructure related thereto. . Either party may contribute additional funds from any other funding source to carry out the intent of this Agreement as it sees fit.

2.3 The District agrees that it will exclusively use the Grocery Tax Proceeds for the limited purposes set forth in Section 2.2.

2.4 Either Party may propose to the other Party in writing a project that will be paid for in whole or in part by the Grocery Tax Proceeds (a “Project”). The non-proposing Party may accept, reject, or propose modifications to the proposed project. If the Parties ultimately agree to proceed with the Project using Grocery Tax Proceeds, the District may proceed with the Project. Any or all costs of the Project may be paid for using Grocery Tax Proceeds, in the District’s discretion. The Grocery Tax Proceeds may be used to pay any costs related to the Project, including but not limited to design, engineering, or construction costs. The Parties shall meet not less than one time per year to discuss the status of ongoing Projects and potential future Projects.

2.5 The District shall be contractually responsible for all aspects of any Project, from design to completion of construction, and shall be the signatory for all related contracts or purchases. The City shall have sole no responsibility or authority over the design and construction of any Project. The City may provide the District with advisory recommendations as to the design and construction of any Project but the District shall be under no obligation to accept said recommendations from the City. The Park District shall retain at all times complete and total decision-making authority regarding the design and construction of any and all Projects. District shall comply 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.

2.6 Omitted.

2.7 Unless otherwise agreed by the Parties in writing, the Project shall be property of the District, and the City shall have no responsibility or authority for the operation and maintenance of the Project. The City shall have no ownership interest in or to any improvements, infrastructure, equipment or materials related to any Project. The City shall have no responsibility to provide or maintain insurance coverage on any improvements constructed or installed as part of the Project following completion.

2.8 On May 1 and November 1 of each year. the City agrees to pay to the District the Grocery Tax Proceeds the City has actually received from the State of Illinois with the first payment occurring on November 1, 2026. The City shall provide to the District any reports the City has that will provide verification that the City is providing the District with the full amount of Grocery Tax Proceeds the City actually receives. In the event that the reports and distributions do not match The Parties agree to cooperate in determining the reason for why the reports and distributions do not match, and thereafter, the Park shall either refund to the City the excess Grocery Tax Proceeds or the City shall issue additional Grocery Tax Proceeds.

3. INDEMNIFICATION AND INSURANCE.

3.1. The District shall indemnify, hold harmless and defend the City and its officials, officers, employees and agents 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, which may in any way accrue against the City and its officials, officers, employees and agents as a consequence of or in any way related to any Project or the acts or omissions of the District or its officials, officers, employees, agents and contractors in its performance under this Agreement to the extent permitted by law, and the District shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses. The Parties acknowledge that City employees may also be District commissioners. Any District commissioners who are also City employees that are engaged in any activity or work on the Project outside of their duties as a City employee are hereby deemed to be acting in their capacity as a District Commissioner not as a City employee, and said individuals are hereby deemed to be under the supervision and control of the District while performing any such work required for the Project.

3.2 The City shall indemnify, hold harmless and defend the District and its officials, officers, employees, volunteers, agents, contractors, subcontractors and suppliers and any of their successors or assigns from and against all losses, liabilities, claims, causes of action, suits, judgments, costs and expenses, including reasonable attorneys' fees and court costs, related to any injuries, deaths, losses, damages, including property damages, which may in any way accrue against the District and its officials, officers, employees and agents as a consequence of or in any way related to the acts or omissions of the City or its officials, officers, employees, agents and contractors in its performance under this Agreement to the extent permitted by law, and the City shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses. The Parties acknowledge that District commissioners may also be City officials or employees. Any City official or employee who is also a District commissioner engaged in any activity or work on the Project within their job duties as a

City official or employee are hereby deemed to be acting in their capacity as a city official or employee, and not as a District Commissioner, and any such individual is hereby deemed to be under the supervision and control of the City while performing any work required by the City.

3.3. Each Party shall provide notice to the other Party within five (5) business days after becoming aware of any claim or demand that is subject to indemnification. Such notice shall be provided in accordance with Section 13 of this Agreement.

3.4. Nothing in this Agreement shall be construed as prohibiting either Party or their respective 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.

3.5. At its own expense, the District shall obtain and keep in force, or require its contractors to obtain and keep in force during the duration of this Agreement the following insurance coverages for all Projects 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 3.5 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 reasonable request of the other Party.

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 District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or any other federal, state or local 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. TERM. This Agreement shall be for a period of twenty (20) years, and shall automatically renew for successive one (1) year terms until either Party terminates the Agreement consistent with Section 7.
7. TERMINATION. Either party may terminate this Agreement in the event that the other Party breaches a material term of this Agreement by providing thirty (30) days written notice to the other Party, specifying the nature of said breach. Upon receipt of said notice, the other Party shall have thirty days to cure, or if the breach or default cannot be cured within thirty *30) days, the other Party shall commence to cure said breach or default. . and the Agreement shall only remain in effect after notice if the non-breaching Party cures the breach prior to the termination date. In the event the City terminates this Agreement pursuant to this Section 7, City shall pay the District all Grocery Tax Proceeds received by the City for a period of two years after the effective date of the termination in accordance with Section 2.8 above.
8. ATTORNEYS FEES. In the event of any legal action to enforce or interpret this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses, including expert witness and consultant fees, of the prevailing Party.
9. 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.
10. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither the 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.
11. 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 District.
12. 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.
13. 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:

CITY OF BRAIDWOOD

BRAIDWOOD PARK DISTRICT

Mayor

President, Board of Commissioners

ATTEST:

ATTEST:

City Clerk

Secretary, Board of Commissioners

Date: _____

Date: _____

4922-6375-3100 v.1

Exhibit 1
Master Plan

ORDINANCE NO.

**ORDINANCE APPROVING AND AUTHORIZING THE CITY OF BRAIDWOOD
TO ENTER INTO AND FOR THE MAYOR TO EXECUTE
AGREEMENTS WITH JACK HENRY**

WHEREAS, the City of Braidwood (the “City”) is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, under Article VIII Section 1(a) of the Illinois Constitution, the City is authorized to enter into contracts for a valid public purpose; and

WHEREAS, after being available for public inspection with the City Clerk for at least a week prior to the date of this Ordinance, the City hereby finds that it is a public purpose and benefit to the City to enter into the agreement set forth in the agreements with Jack Henry, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BRAIDWOOD AS FOLLOWS:

SECTION 1: AUTHORIZATION AND EXECUTION

The Master Agreement and incorporated exhibits with Jack Henry, attached hereto as Exhibit A (collectively referred to as the “Agreement”) are hereby approved by the Mayor and City Council for the City of Braidwood, and the Mayor or two Commissioners for the City of Braidwood are hereby authorized to sign such agreement.

SECTION 2: SEVERIBILITY

If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

SECTION 3: REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

SECTION 4: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage, approval, publication, and filing with the City Clerk as provided by law.

PASSED this ____ day of _____, 2026 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

	AYE	NAY	ABSTAIN	ABSENT
Commissioner Elizabeth Dixon	_____	_____	_____	_____
Commissioner Warren Wietting	_____	_____	_____	_____
Commissioner James Mikel, Jr.	_____	_____	_____	_____
Mayor Todd Lyons	_____	_____	_____	_____
Commissioner Dale Walsh	_____	_____	_____	_____

APPROVED THIS ____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

EXHIBIT A
Jack Henry Agreement

Date: 03/19/2026

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“MNDA”) is made and entered into effective as of the date shown above, by and between the following parties:

JH Office Address:

Jack Henry & Associates, Inc®
663 Highway 60 P.O. Box 807
Monett, MO 65708

Name and Address of Customer:

City of Braidwood
141 W Main St
Braidwood, IL 60408

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. **PURPOSE.** The parties wish to assure the confidentiality of certain software, documentation, trade secrets, information and other materials which have been or may be disclosed by one party (the “*Disclosing Party*”) to the other (the “*Receiving Party*”) in the course of their respective interaction with each other through their business relationships, or contemplated business relationships (“*Engagement*”).

2. **CONFIDENTIAL INFORMATION.** For purposes of this MNDA, “Confidential Information” shall mean and include all tangible and intangible information and materials disclosed in connection with the potential Engagement, in any form or medium (and without regard to whether the information is owned by the Disclosing Party or by a third party), that satisfy at least one of the following criteria:

- (a) Information related to the Disclosing Party’s, or its affiliates’, trade secrets, customers (including identities, non-public information as defined under any applicable law, characteristics and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, intellectual property, technology (including computer software, any access to the source code and file specifications of JH (“*Exceptional Content*”) [if applicable] and hardware products, data bases, data processing and communications networking systems), data or other information that reveal the research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which the Disclosing Party’s existing or future products, services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon;
- (b) Information designated as confidential in writing by the Disclosing Party, whether by letter or an appropriate proprietary stamp or legend (including confidentiality notice via e-mail), prior to or at the time such information is disclosed by the Disclosing Party to the Receiving Party;
- (c) Information disclosed orally or visually to the Receiving Party by the Disclosing Party, or in writing without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar with the Disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature; and
- (d) Information related to the existence or content of the parties’ current communications, discussions, evaluations, or negotiations in connection with the potential Engagement.

3. **LIMITATION ON OBLIGATIONS.** Except with respect to nonpublic personal information and data of or concerning customer and consumers, the obligations of confidentiality assumed by the Receiving Party pursuant to this MNDA shall not apply to the extent the Receiving Party can demonstrate, by clear and convincing evidence, that such information:

- (a) is part of the public domain, or was in the public domain prior to receipt of such Confidential Information, without any breach of this MNDA by the Receiving Party;
- (b) is or becomes generally known to companies engaged in the same or similar businesses as the parties hereto on a non-confidential basis, through no wrongful act of the Receiving Party;
- (c) was known by the Receiving Party prior to disclosure hereunder without any obligation to keep it confidential because the information: (i) was disclosed to it by a third party which, to the best of the Receiving Party’s knowledge, is not required to maintain its confidentiality; or (ii) is the subject of a written MNDA whereby the Disclosing Party consents to the disclosure of such Confidential Information;
- (d) was independently developed by the Receiving Party without access or reference to the Confidential Information.

4. DUTY OF NONDISCLOSURE AND SECURITY PRECAUTIONS.

- (a) The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than the limited purposes set forth in Section 1. The parties specifically agree that any Confidential Information gained by the Receiving Party during the Engagement may be unique to that Engagement and should not be relied upon by the Receiving Party for any reason beyond the limited scope of this MNDA and the Engagement involving the parties to this document. The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, agents, accountants and advisors of the Receiving Party or its Affiliates ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this MNDA and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this MNDA. "Affiliate" means a legal entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the applicable party, with "control" meaning the possession, directly or indirectly, of the power to direct or cause direction of the management and policies of a legal entity, whether through the ownership of voting securities, by contract, or otherwise. Each party shall be responsible for the breach of this MNDA by any of its Representatives.
- (b) The Receiving Party shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the Confidential Information and shall apply at least the same level of care as it employs to protect its own confidential information of like nature. If the Receiving Party becomes aware of any actual or threatened breach of this MNDA (including any threatened or actual unauthorized use or disclosure of any Confidential Information), or in the event of any loss of, or inability to account for, Confidential Information previously received, the Receiving Party will notify the Disclosing Party and will reasonably cooperate with the Disclosing Party's efforts to seek appropriate injunctive relief or otherwise to prevent or curtail such threatened or actual breach, or to recover its Confidential Information.
- (c) With respect to any nonpublic personal information and data of or concerning customers or consumers disclosed under this MNDA, each party shall comply with all applicable data privacy laws and regulations pertaining to such information and data and implement an information security program sufficient to protect such information and data from wrongful use and disclosure.
- (d) The Receiving Party covenants and agrees that Receiving Party and its Representatives will not, at any time, directly or indirectly, use the Confidential Information for any purpose competitive with the business of the Disclosing Party nor modify, move, alter, adapt, divulge, copy, publish, disseminate, or disclose, for any purpose whatsoever, any of the Confidential Information to any other person or entity, except as expressly permitted by this MNDA.
- (e) The Receiving Party shall ensure that all copyright or other proprietary notice or indication of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Receiving Party on any reproduction, modification, or translation of such Confidential Information. If requested by the Disclosing Party, the Receiving Party shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Disclosing Party, as the Disclosing Party shall direct.

5. LEGAL DISCLOSURE. If the Receiving Party or any of its Representatives are under a legal obligation in any judicial, regulatory, or governmental circumstance to disclose any Confidential Information, the Receiving Party shall:

- (a) Give the Disclosing Party prompt notice thereof (unless it has a legal obligation to the contrary) so that the Disclosing Party may seek a protective order or other appropriate remedy;
- (b) In the event that such protective order is not obtained, the Receiving Party shall indicate as party of said disclosure that the Confidential Information is owned by the Disclosing Party and is subject to confidentiality obligations pursuant to this MNDA. In addition, the Receiving Party and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.
- (c) Additionally, if the Receiving Party is under a legal obligation to disclose Confidential Information as a result of the Illinois Freedom of Information Act, or similar federal law, the Receiving Party shall promptly notify the Disclosing Party of the FOIA request, prior to responding to the FOIA requester, and the Receiving Party shall work with the Disclosing Party to assert any applicable exemptions under FOIA to protect such Confidential Information.

6. NO LICENSES. The parties acknowledge and agree that as between the Disclosing Party and the Receiving Party, the Disclosing Party is and shall remain the owner of all proprietary and all intellectual property rights to its Confidential Information including but not limited to the ownership of any derivative work based on the Confidential Information. No license or conveyance of any rights to the Receiving Party under any patent, copyright, trade secret or trademark, nor any other proprietary or intellectual property right, is granted or implied by any disclosure of the Disclosing Party's Confidential Information hereunder; provided, however, that the Receiving Party may use the Confidential Information received pursuant to this MNDA for the limited purposes set forth in Section 1.

7. **DISCLAIMER OF WARRANTIES.** None of the Confidential Information that may be disclosed shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind, including with respect to the non-infringement of intellectual property or other rights of either party or of third parties. The Disclosing Party disclaims any and all liability that may be based on the Confidential Information (including any errors or omissions with respect thereto).

8. **TERM AND TERMINATION.** This MNDA shall remain in effect until terminated by any party upon written notice to the other party(s). The confidentiality obligations of this MNDA shall remain in effect and survive for the following periods:

- (a) a period of three years following the termination of this MNDA, with respect to Confidential Information disclosed generally;
- (b) for the period under applicable law that a trade secret is legally effective and protected, with respect to any of the Disclosing Party's trade secrets disclosed as part of the Confidential Information; and
- (c) for an unlimited period, with respect to the non-public personal information and data of or concerning customers and consumers which is subject to applicable data privacy laws and regulations and is disclosed as part of the Confidential Information.

9. **RETURN OF CONFIDENTIAL INFORMATION.** All Confidential Information and copies thereof shall be returned to the Disclosing Party at the Disclosing Party's request or upon termination of this MNDA. At the Disclosing Party's option, Confidential Information, including all copies, may instead be destroyed by the Receiving Party, provided that a senior manager of the Receiving Party certifies such destruction in writing which is delivered to the Disclosing Party within ten business days following termination of this MNDA or receipt of the Disclosing Party's request for return of its Confidential Information.

10. **EQUITABLE RELIEF.** In the event of a threatened or actual breach of this MNDA involving an unauthorized use or a disclosure of Confidential Information, the Disclosing Party will suffer irreparable injury not compensable by money damages and for which the Disclosing Party will not have an adequate remedy available at law. Accordingly, the parties specifically agree that the Disclosing Party will be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this MNDA or under applicable law. In no event shall the Disclosing Party be liable to the Receiving Party or any other person or party for loss of profits, consequential, incidental, punitive, indirect, or special damages arising from the use of the Confidential Information provided to the Receiving Party under this MNDA.

11. **NO EXPORT OUTSIDE U.S.** Each party agrees that it will not, without the prior written consent of the other party, transmit, directly or indirectly, the Confidential Information received hereunder or any portion thereof to any country outside of the United States. If any Confidential Information is so authorized by the Disclosing Party to be disclosed outside the United States, the Receiving Party agrees to ensure that it or any materials derived from it are not disclosed or communicated to any individual or entity in any country to which the export of such information is prohibited by U.S. export laws or regulations.

12. **GENERAL.**

12.1 **NO EXCLUSIVITY.** Nothing in the MNDA shall be construed to require the parties to enter into any other agreements with each other or prohibit either party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service or for any other reason.

12.2 **COUNTERPARTS.** This MNDA may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

12.3 **GOVERNING LAW.** This MNDA shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles.

12.4 **NOTICES.** Any notice required by this MNDA shall be in writing, sent by certified or registered mail, return receipt requested, or by express mail courier, with proof of delivery retained, and addressed to the other party at the address shown on page one of this MNDA. Notice to JH shall be directed to the attention of JH's Legal Department at Legallntake@JackHenry.com.

12.5 **SEVERABILITY.** Each party acknowledges that the provisions of this MNDA are reasonable and waives any defense to the strict enforcement thereof by the other party. If any provision of this MNDA is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

12.6 **COMPLETE UNDERSTANDING; MODIFICATION; NO WAIVER; SURVIVAL.** This MNDA contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings in regard to the exchange of information between the parties in regard to the Engagement whether oral or written. The parties to this MNDA agree that they may have certain other confidentiality obligations pursuant to other confidentiality MNDAs between themselves and they agree that the terms of this MNDA are intended to be a supplement to such terms and conditions and that in the event of a conflict between the confidentiality provisions of those MNDAs and this MNDA the provisions imposing the higher duty of protection of the Confidential Information shall apply. If the parties to this MNDA enter into a separate confidentiality MNDA which contains a merger clause that would supersede or replace this MNDA the parties agree that this MNDA will not be affected in regard to the

disclosure of JH's Confidential Information unless: (i) this MNDA is specifically referred to as being explicitly superseded and replaced; and (ii) the subsequent MNDA is signed by an officer of JH. No failure or delay by either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial waiver preclude any other exercise of such right, power or privilege hereunder. The provisions of this MNDA that, by their nature and content, are intended to survive the termination of this MNDA shall so survive and continue to bind the parties.

12.7 ELECTRONIC COPIES AND SIGNATURES. This MNDA may be executed by the parties by applying manual or electronic signatures of its authorized representatives to original documents or facsimile, scanned or other electronic copies of original documents and transmitted by physical or electronic means for this purpose. For legal evidentiary purposes, a scanned or other electronic copy of this MNDA bearing the signatures of the authorized representatives of both parties shall be accepted as an equivalent to a signed original copy of the document. **To enable the quick execution of this Mutual Nondisclosure Agreement JH has pre-signed this standard MNDA and any modifications to this MNDA will render this MNDA and JH's signature on it null and void.**

12.8 SUBSEQUENT DEALINGS. Each party's obligations under this MNDA will apply to all Confidential Information that is furnished or made accessible to the Receiving Party during the term of the Engagement (if established), unless the subject matter of this MNDA is superseded by the provisions of the definitive documentation that establishes the Engagement. Neither this MNDA nor the disclosure of Confidential Information shall obligate either party (i) to establish the Engagement, (ii) to enter into any other MNDAs or negotiations with the other party hereto, or (iii) to refrain from entering into MNDAs or negotiations with any other party.

12.9 ASSIGNMENT. The terms of this MNDA shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party shall assign or transfer its rights, responsibilities, or liabilities under this MNDA without the prior written consent of the other party or parties, and any attempted assignment by a party in contravention of such requirement shall be void.

In witness of this MNDA, authorized representatives of the parties have executed this document where provided below.

JH:
Jack Henry & Associates, Inc.

CUSTOMER:
City of Braidwood

By:

By:
Elizabeth Dixon (Mar 20, 2026 07:51:35 CDT)

Printed Name: Greg Adelson

Printed Name: Elizabeth Dixon

Title: President and CEO

Title: Braidwood Accounts and

Date: March 19, 2026

Date: Mar 20, 2026

(M) 031926 AK gm

