



REGULAR CITY COUNCIL MEETING AGENDA

Tuesday, April 16, 2024
7:00 P.M. (CST)

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

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
Mayor Ben Dietz
Alderspersons: Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight
Leslie Allred, Jonathan Mietzner, Thomas Smith, Todd Holmes

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

C. CONSENT AGENDA

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

1. Approval of the Regular Meeting Minutes from April 2, 2024
2. Approval of the Accounts Payable Report
3. Approval of the Sound and Light Contract Agreement with Rock Productions
4. Approval of the Fireworks Productions Agreement with Mad Bomber for the Let Freedom Rock Celebration on June 28, 2024
5. Approval of the Fireworks Productions Agreement with Mad Bomber for the Catfish Days Festival
6. Approval of the Hire Two (2) Additional Police Officers
7. Approval of Ordinance No. 24-04-16-01, An Ordinance Adopting and Incorporating the Will County Stormwater Management Ordinance by Reference and Amending Certain Sections of Chapter 152 as it Pertains to Flood Maps and Studies
8. Approval of Ordinance No. 24-04-16-02, An Ordinance Reducing the Number of Class D Liquor Licenses
9. Approval of the Estimate and Award the Bid to Ace Sign Co. for the Welcome to Wilmington Sign
10. Approval of the Wesley 4-H Hustlers Request to Host a Micro-Pantry at City Hall
11. Approval of the Landscape Proposal by The Flower Faery for \$2,800
12. Approval of the Invoices Relating to the State of Emergency
13. Approval of the IGA with Wilmington School District 209U and Southern Will County Cooperative for Special Education
14. Approval of the Contracts Related to the 2024 Catfish Days Festival
 - Abstractionz for \$500.00
 - Laser Encore for \$6,500.00
 - Rodney Emling for \$1,400.00
 - Rick Lindy and the Wild Ones Band for \$1,200.00
 - Cowboy Co The Country Music Show for \$2,000.00
 - Any Given Weekend for \$1,000.00
 - Fearless: A Tribute to Taylor for \$3,500.00
15. Approval to Adjust the Director of Public Works Salary to include \$125,000 annually and permission to use a company vehicle for travel to and from work

D. MAYOR'S REPORT

1. Wilmington Mighty Cats Wrestling Club Recognition

E. ORDER OF BUSINESS

1. Consideration to Approve the Hire of the Building Permit Technician, effective start date April 22, 2024
2. Consideration to Approve Ordinance No. 24-04-16-03 Elected/Appointed Salary Increases

F. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

G. ALDERMEN COMMENTS

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

H. EXECUTIVE SESSION

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

I. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

J. ADJOURNMENT

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

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

The next regularly scheduled City Council meeting is Tuesday, May 7, 2024.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
APRIL 2, 2024**

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

ROLL CALL

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

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

CITIZENS COMMENT

No comments were made

CONSENT AGENDA

1. Approval of the Regular Meeting Minutes from March 20, 2024
2. Approval of the Accounts Payable Report

Alderperson Kirwin made a motion and Alderperson Vice seconded to approve the Consent Agenda for April 2, 2024

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

MAYOR'S REPORT

Mayor Dietz stated that plans related to the South Island will be discussed at the April 9th Committee of the Whole meeting.

PLANNING & ZONING

Alderperson Jeffries made a motion and Alderperson Holmes seconded to approve the recommendation of the Planning and Zoning Commission to authorize and approve the construction of a new 199-foot monopole wireless communication tower with support equipment at 29745 Elion Boulevard in Wilmington, IL as requested by petitioner LLC Telecom Services, acting on behalf of VB BTS II, LLC conditioned on verification of common electrical path to the tower and municipal colocation space, space and height to be determined and approve Ordinance No. 24-04-02-01

Discussion – Mike Bieniek of LCC Telecom Services, representing Vertical Bridge introduced himself to the Council and stated that Vertical Bridge will work with the City to get space on the tower after the known size of the equipment to find where it will best be supported.

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

ORDER OF BUSINESS

Item F.1. Consideration to Approve the Hire of the Building Permit Technician was being removed from the agenda.

Aldersperson Holmes made a motion and Aldersperson Knight seconded to approve and award the bid to Hoerr Construction, Inc for \$652,215.00 for the Kankakee Street Sewer Lining Project

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Vice made a motion and Aldersperson Kirwin seconded to approve the Purchase of Residential Water Meters from Utility Pipe Sales for a total cost of \$33,921

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – No Report

City Administrator – Jeannine Smith – The City's Building Inspector will be performing an inspection at the neglected structure at 313 N Main Street

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – The street sweeper contractor is anticipated to start on April 8th. The initial date was delayed to inclement weather.

Chief of Police – Adam Zink – No Report

ALDERPERSON COMMENTS

Aldersperson Kirwin – No Comment

Aldersperson Vice – No Comment

Aldersperson Allred – No Comment

Aldersperson Holmes – Questioned when pothole patching will start (response... June 1st)

Aldersperson Jeffries – No Comment

Aldersperson Knight – Questioned when yard waste pickup starts (response... April 5th)

Aldersperson Mietzner – No Comment

Aldersperson Smith – No Comment

EXECUTIVE SESSION

Aldersperson Allred made a motion and Aldersperson Knight seconded to go into Executive Session at 7:11 PM to discuss Appointment, Employment, Dismissal, Compensation, Discipline, and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)] and Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)]

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Smith seconded to close Executive Session at 8:27 PM

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

ACTION OF EXECUTIVE SESSION ITEMS

Aldersperson Allred made a motion and Aldersperson Mietzner seconded to approve the additional compensation for Chief Zink in the amount of \$125,000 effective April 1, 2024

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Knight seconded to approve the additional compensation for Deputy Chief Justin Dole in the amount of \$114,000 effective April 1, 2024

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Jeffries seconded to approve the additional compensation for Heather Whyte in the amount of \$32.50 per hour effective April 1, 2024

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Mietzner seconded to approve the additional compensation for Joie Ziller in the amount of \$33.00 per hour effective April 1, 2024

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Kirwin seconded to approve the additional compensation for Finance Director Nancy Gross in the amount of \$108,000 effective April 1, 2024

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Jeffries seconded to approve the additional compensation for James Gretencord in the amount of \$124,000 effective April 1, 2024

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Aldersperson Allred made a motion and Aldersperson Mietzner seconded to approve the additional compensation for City Manager Jeannine Smith in the amount of \$145,000 effective April 1, 2024

Upon roll call, the vote was:

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

ABSTAIN: 1 Smith

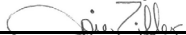
The motion carried.

City Administrator Smith brought it to our attention that during the course of the financial audit, there was a discrepancy discovered with our previous Finance Director. Approximately two weeks before Mr. Hoffman left he went to Grundy Bank and made a \$2,000 cash withdrawal. The Police Department has this under an open investigation to resolve the matter. We made contact with Mr. Hoffman and immediately lawyered up. Any future correspondence with Mr. Hoffman should be directed through his attorney.

ADJOURNMENT

The motion to adjourn the meeting was made by Aldersperson Mietzner and seconded by Aldersperson Kirwin. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on April 2, 2024, adjourned at 8:32 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

ROCK PRODUCTIONS

1215 Dearborn St.
Joliet, IL 60435
(815) 529-ROCK (7625)
rockproductionsnfp@gmail.com

SOUND AND LIGHT CONTRACTING AGREEMENT

Agreement made this 1-st day of April, 2024, by and between Rock Productions, NFP (Sound Company) (hereinafter referred to as the "Contractor") and City of Wilmington, (hereinafter referred to as the "Buyer") for the purpose of contracting sound reinforcement between the undersigned parties.

1. Contractor hereby agrees to provide all the sound and lighting equipment specified in Exhibit "A", attached hereto and made a part of this Agreement. Contractor warrants that the equipment listed in Exhibit "A" is in good working order and equal to the manufacturer's operating specifications.
2. The Contractor shall have the equipment provided for in Exhibit "A" set up and ready to operate at:

Street: 1165 S. Water St. - Event on North Island
City: Wilmington, State: IL, Zip: 60481
Phone: 815- 370-1292
by _____ am/pm June 28, 2024.

3. Load-in may commence at: 1:00 pm June 28, 2024
4. Soundcheck may commence at: 4:00 pm June 24, 2024
5. The Contractor shall operate and leave the equipment set up until: 10:00 pm June 28, 2024 after which the Contractor shall remove all equipment and personnel from the venue.
6. Buyer shall pay to Contractor the amount of \$00 upon the execution of this agreement as a non-refundable deposit for Contractor's services. At the completion of soundcheck, with Contractor's equipment in place and tested, Buyer shall pay to Contractor, in U.S. currency or certified cashier's check made payable to **James Rock** the balance of \$ 750.
7. Contractor will provide qualified personnel to operate all equipment provided for in this Agreement. No other personnel, including Buyer and/or his employees, shall operate the Contractor's equipment without the express consent of Contractor.
8. Contractor shall provide adequate security to protect the Contractor's equipment and personnel during the term of this Agreement. Contractor will provide the following security personnel at the following times and places:
 - a) n/a backstage security person(s) at the equipment access door during load-in
 - b) n/a security person(s) at the main mixing console fifteen (15) minutes before the public is admitted into the venue; to remain there until the public has left the venue.
 - c) n/a security person(s) in the stage area from after showtime until the next performance.

d) n/a security person(s) at the equipment access door during load-out.

9. Buyer shall issue all-access permits to all designated employees of the Contractor in advance of Contractor's arrival at the venue. The personnel designated for such access are:
James Rock plus assistant(s)

Buyer shall be notified in advance of Contractor's arrival at the venue if there are any changes in the list of Contractor's personnel required to complete the terms of this Agreement. Contractor will use only personnel directly connected to the production of the event under the terms of this Agreement.

10. Buyer shall provide the electrical power and circuits necessary for Contractor to perform his duties hereunder. Power must be in place one hour before the load-in time specified herein.

11. Buyer will provide adequate parking immediately adjacent to the staging area for the loading and unloading of equipment and parking/vehicle access permits to Contractor and his designated vehicles. Parking shall be reserved in advance for any vehicle the Contractor may need in the performance of his duties hereunder. It is Buyer's responsibility to retain access to and from the stage area and to secure Contractor's parking during the entire term of this Agreement.

12. Contractor is acting as an independent contractor in the performance of his duties herein. Buyer is not responsible for any workman compensation insurance of any kind for Contractor or Contractor's employees or personnel. All expenses pertaining to Contractor's employees and personnel, including but not limited to taxes, insurance, union or guild dues or any other expenses regarding Contractor's employees or personnel are the sole responsibility of the Contractor.

13. This Agreement is for service rendered rain or shine. Contractor has the right to interrupt the performance of his duties hereunder in the event of inclement weather or any other conditions which Contractor or Buyer regard as hazardous to any person or persons. Any such interruption, postponement or cancellation of services shall not affect the Contractor's compensation specified herein.

14. **ADDITIONAL TERMS AND CONDITIONS:**

See Attached Rider (if any)

15. Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement. This Agreement is guided by and governed by the laws of the State of Illinois and Will County shall be the place of execution and jurisdiction.

16. Should any litigation arise between the parties hereto regarding the performance of this Agreement, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.

17. This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.

THE UNDERSIGNED PARTIES have read and understand the terms and conditions of this Agreement and do hereby set their hands.

James M. Rock

Contractor

address 1215 Dearborn St.

phone (815) 529-7625

Buyer

address

phone

Exhibit "A"

FOH PA System and Lighting for main stage

MAD BOMBER

FIREWORKS PRODUCTIONS

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

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

CITY OF WILMINGTON

ANNUAL INDEPENDENCE DAY CELEBRATION

“LET FREEDOM RING” WILMINGTON, ILLINOIS

FRIDAY JUNE 28th, 2024

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

TOTAL PRICE \$13,500.00

INCLUDES THE FOLLOWING:

15-20 Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

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

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

Crew of operators covered under Workman's Compensation.

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

Rain Dated during 2024 Year

Manually Choreographed Display Production.

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 11th day of March, 2024 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and CITY OF WILMINGTON 1165 So. Water Street Wilmington, IL 60481 Hereinafter referred to as Buyer, of CITY OF WILMINGTON, ILLINOIS.

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Displays in accordance with the Program. Buyer will pay Seller a sum of \$13,500.00 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

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

1. Seller will present said Fireworks Display on the evening of the 28th day of JUNE 2024, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of Display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 210' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any See Attachments: Manually/Electric Fired _____
Display price does not include local fire protection permit fees. RAIN DATE _____ 2024.

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

MIAND, INC. MAD BOMBER FIREWORKS BUYER

By 
Sr. Vice President

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

Date -----03/11/24-----

Date; -----

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

CITY OF WILMINGTON

ANNUAL CATFISH DAYS CELEBRATION

WILMINGTON, ILLINOIS

FRIDAY JULY 26th, 2024

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

TOTAL PRICE \$6,400.00

INCLUDES THE FOLLOWING:

10 Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

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

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

Crew of operators covered under Workman's Compensation.

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

Rain Dated during 2024 Year

Manually Choreographed Display Production.

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this 11th day of March, 2024 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and CITY OF WILMINGTON 1165 So. Water Street Wilmington, IL 60481 Hereinafter referred to as Buyer, of CITY OF WILMINGTON, ILLINOIS.

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Displays in accordance with the Program. Buyer will pay Seller a sum of \$6,400.00 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

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

1. Seller will present said Fireworks Display on the evening of the 26th day of JULY 2024, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of Display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 210' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any See Attachments: Manually/Electric Fired _____ Display price does not include local fire protection permit fees. RAIN DATE _____ 2024.

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

MIAND, INC. MAD BOMBER FIREWORKS

BUYER

By 
Sr. Vice President

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

Date -----03/11/24-----

Date; -----



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259

Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP RD BLDG R-3-1
LA PORTE, IN 46350

IL06-OPF-00029

License #

05/15/2027

EXPIRATION DATE

A handwritten signature in black ink, appearing to read "James A. Rivera".

James A Rivera
STATE FIRE MARSHAL

CLASSIFICATION

OPF

This license may be revoked by
the Office of the State Fire Marshal
for failure to comply with the lawful
rules regulating this program.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING AND INCORPORATING THE WILL COUNTY
STORMWATER MANAGEMENT ORDINANCE BY REFERENCE AND AMENDING
CERTAIN SECTIONS OF CHAPTER 156 AS IT PERTAINS TO
FLOOD MAPS AND STUDIES**

WHEREAS, the City of Wilmington (“City”) is a member of the National Flood Insurance Program which makes property owners within the City eligible to obtain flood insurance;

WHEREAS, the City believes that the Will County Stormwater Management Ordinance meets all requirements of 44 CFR 60.3(d) except for the explicit adoption of certain Flood Insurance Studies and Flood Insurance Rate Maps relevant to the City;

WHEREAS, the City finds it in the best interest of the health, safety, and welfare of the citizens of the City to amend Chapter 156 of the City of Wilmington Code of Ordinances (hereinafter referred to as “the Code”).

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, IN THE
EXERCISE OF ITS STATUTORY AND OTHER POWERS AS FOLLOWS AS
FOLLOWS:**

SECTION 1. CHAPTER 156 OF THE CODE AMENDED

That Chapter 156 of the Wilmington Code of Ordinances is hereby repealed and adopted as follows:

Section 156.01 – Purpose

This purpose of this chapter to maintain this city's eligibility in the National Flood Insurance Program; to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and to preserve and enhance the quality of surface waters, conserve economic and natural values and provide for the wise utilization of water and related land resources. This chapter is adopted in order to accomplish the following purposes:

- (A) To meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act;
- (B) To prevent unwise developments from increasing flood or drainage hazards to others;

- (C) To protect new buildings and major improvements to buildings from flood damage;
- (D) To protect human life and health from the hazards of flooding;
- (E) To promote and protect the public health, safety, and general welfare of the citizens from the hazards of flooding;
- (F) To lessen the burden on the taxpayer for flood control, repairs to public facilities and utilities, and flood rescue and relief operations;
- (G) To maintain property values and a stable tax base by minimizing the potential for creating blight areas;
- (H) To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;
- (I) To make federally subsidized flood insurance available by fulfilling the requirements of the National Flood Insurance Program, and
- (J) To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits, and enhance community and economic development.

Section 156.02 – Will County Stormwater Management Ordinance Adopted

The Will County Stormwater Management Ordinance (WCSMO), dated November 15, 2018, as amended from time to time, is hereby adopted and incorporated herein as if fully set forth. The Administrator, as defined in Section 156.04, shall be responsible for the administration of the WCSMO within the jurisdiction of the City and those parts of unincorporated Will or Grundy counties that are within the extraterritorial jurisdiction of the City or that may be annexed into the City.

Section 156.03 – Definition of Floodplain, Special Flood Hazard Area (SFHA) And Floodway

In addition to the definitions of the floodplain, SFHA and floodway in the WCSMO, as amended from time to time, these areas are generally identified as such on the following maps prepared by the Federal Emergency Management Agency:

- (A) Flood Insurance Rate Map for Will County panels 17197C 0265G, 405G, 408G, 409G, 410G, 415G, 416G, 417G, 420G, 430G, 440G and 450G and the Flood Insurance Study of Will County dated February 15, 2019; and
- (B) Flood Insurance Rate Map for Grundy County panels 17063C 0070F, 145F and 150F of the Flood Insurance Rate Map and the Flood Insurance Study of Grundy County dated August 2, 2012.

Section 156.04 – Duties of Administrator

The City Engineer, or his/her designee, shall be referred to as the Administrator, be responsible for the general administration of this ordinance, and ensure that all development activities within the floodplains under the jurisdiction of the city meet the requirements of this ordinance. Specifically, the Administrator shall:

- (A) Check all new development sites to determine if they are in the floodplain as defined in this chapter.
- (B) Process development permits and any permit extensions in accordance requirements of this chapter and ensure all development activities happen in a timely manner.
- (C) Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the floodway standards of this chapter.
- (D) Ensure that the building protection requirements for all buildings subject to this chapter are met and maintain a record of the “as-built” elevation of the lowest floor (including basement), elevation certificate, or floodproofing certificate.
- (E) Review Elevation Certificates for accuracy and require incomplete or deficient certificates to be corrected.
- (F) Assure that all subdivisions and annexations meet the requirements of this chapter and notify FEMA in writing whenever the corporate boundaries have been modified by annexation.
- (G) Ensure that water supply and waste disposal systems meet the requirements of this chapter.
- (H) If a variance is requested, ensure that the requirements of this chapter are met and maintain documentation of any variances granted.
- (I) Inspect all development projects and take any and all penalty actions as a necessary to ensure compliance with this ordinance.
- (J) Ensure that applicants are aware of and obtain any and all other required local, state, and federal permits; including permits pertaining to IDNR/OWR floodway and dam safety rules, Clean Water Act, Public Water Supply, Endangered Species Act, Illinois Endangered and Species Protection Act.
- (K) Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse.
- (L) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques.
- (M) Cooperate with state and federal floodplain management agencies to coordinate base flood data and to improve the administration of this ordinance.
- (N) Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and any other documentation of compliance for development activities subject to this ordinance.

- (O) Notify FEMA and IDNR/OWR of any proposed amendments to this ordinance.
- (P) Perform site inspections to ensure compliance with this ordinance and make substantial damage determinations for structures within the floodplain.
- (Q) Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the floodplain may change the BFE or result in a change to the floodplain map.
- (R) Schedule an annual inspection of the floodplain and document the results of the inspection.
- (S) Establish, procedures for administering and documenting determinations, as outlined below, of substantial improvement and substantial damage:
 1. Determine the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building before the start of construction of the proposed work. In the case of repair, the market value of the Building shall be the market value before the damage occurred and before any repairs are made.
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building.
 3. Determine and document whether the proposed work constitutes substantial improvement or substantial damage.
 4. Notify property owner of all determinations and responsibilities for permitting and mitigation

SECTION 2: SEVERABILITY

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

SECTION 3: REPEALER

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

SECTION 4: EFFECTIVE DATE

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

Kevin Kirwin _____
 Dennis Vice _____
 Leslie Allred _____

Ryan Jeffries _____
 Ryan Knight _____
 Jonathan Mietzner _____

Todd Holmes _____

Thomas Smith _____

Approved this _____ day of _____, 2024

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

ORDINANCE NO. 24-04-16-02

AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 112, SECTION 25 OF THE CITY OF WILMINGTON CODE OF ORDINANCES TO REDUCE THE MAXIMUM NUMBER OF CLASS D LIQUOR LICENSES AUTHORIZED

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

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

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

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

SECTION 1: ORDINANCE AMENDED

That 112.25 of Chapter 112 of the Municipal Code of Ordinances is amended only as stated below:

112.25 Number of Liquor Licenses Authorized.

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

Classification	Maximum Number Authorized
Class D liquor license (Restaurants)	5 4

SECTION 2: SEVERABILITY

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

SECTION 3: REPEALER

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

SECTION 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED this _____ day of _____, 2024 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

Kevin Kirwin

Ryan Jeffries

Dennis Vice _____

Ryan Knight _____

Leslie Allred _____

Jonathan Mietzner _____

Todd Holmes _____

Thomas Smith _____

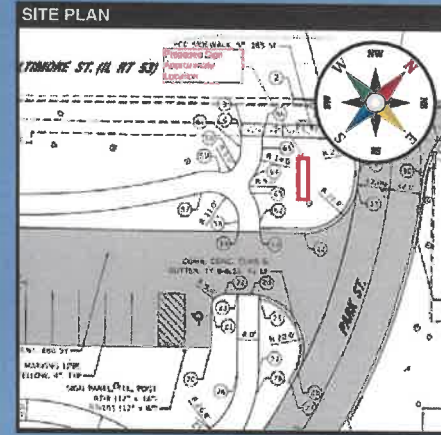
Approved this _____ day of _____ 2024

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

ISOMETRIC RENDER



Customer / Job Site

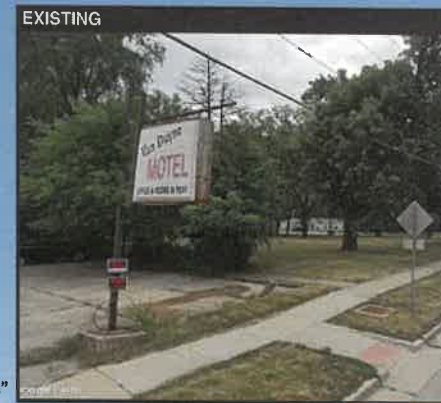
City of Wilmington
1165 S. Water Street,
Wilmington, IL 60481

Scope of Work
**Double Sided
Non-Illuminated
Monument Sign w/ (2)
EMCs**

1 Sign Detail East Profile
Scale: 3/8" = 1"

2 Sign Detail - North
Scale: 3/8" = 1"

3 Sign Detail West Profile
Scale: 3/8" = 1"



IMPORTANT!
Dedicated primary power for sign to be run by others. If existing at time of install within 6 ft. of sign, final connection can be completed by Ace

60 SQ. FT. Sign Area
156 SQ. FT. Surface Area

ILLUMINATED SIGN SPECIFICATIONS	
EMC:	Light Layer
FINISH:	Smooth

5" Steel Tube (Sprayed Medium Gray)	
CABINET SPECS:	
CABINET SIZE:	2 7/8" x 10 3/4" w x d
CABINET STYLE:	Steel Tube
CABINET COLOR:	Custom
FINISH:	Starch
LIGHTING:	None
FACE MATERIAL:	.125 aluminum

NON-ILLUMINATED DIMENSIONAL	
QUANTITY:	56
FACE TYPE:	White
FINISH:	flat
INSTALLATION:	.125 alum
FACE MATERIAL:	WOOD/BRASS STUDS

SIGN MOUNTING PROFILE	
HEIGHT:	5"
COLOR:	Custom
FINISH:	Sprayed

CUSTOMER PROVIDED FINISHES	
PLANT TYPE:	City 13"
COLOR:	Graphite
FINISH:	

NON-ILLUMINATED DIMENSIONAL	
QUANTITY:	2
FACE TYPE:	White
FINISH:	flat
INSTALLATION:	.125 alum
FACE MATERIAL:	WOOD/BRASS STUDS

EMC SPECS	
COLOR:	White
RESOLUTION:	100mm
ORIGINAL SIZE:	35.47" x 107.31"
DISPLAY SIZE:	3" x 107"
CONSTRUCTION:	brass/brass
FACE MATERIAL:	90 x 300

SIGNING FACE	
VISIBLE SIZE:	12" x 27 1/2" x 1 1/4" w x d
FINISHING STYLE:	Sublimar
SIGN MATERIAL:	1/2" Plywood
SIGN TYPE:	Standing
PREVIEW:	

This design belongs to the ACE SIGN CO. and becomes the property of the customer only upon completion of an order, and is otherwise not to be used in whole or in part without written permission of ACE SIGN CO. • 2540 S. 1ST ST. • SPRINGFIELD, IL 62704 • 217 822-9417

JOB#: 112395 **PROOF DATE: 03/22/24** **SCALE: 3/8" = 1"**
designer: lg APPROVED AS-IS APPROVED W/ CHANGES RE-DRAW W/ CHANGES

*Proofs will predict design layout, text accuracy, image proportion and placement. Colors on a digital screen or printed proof may not reflect actual color.
11" x 17" paper size



REF: 87574

2540 S 1st St.
Springfield, IL 62704

Estimate #: 112395

Estimate Date: 03/29/2024

Bill To:

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

Jobsite:

1165 S. Water Street
Wilmington, IL 60481

Scope of Work: **Route 66 Destination Signage**

Option: Option B

		Quantity	Unit Price	Amount
1	CUSTOM MONUMENT SIGN (DOUBLE-SIDED) Design, Furnish and Install Custom Architectural Monument w/ EMC Incorporation, Tubular Steel Frame Base and Column w/ Stone Veneer Skin, 2" Aluminum Tube Accent (Sprayed per Cust. Specs), Aluminum Tube Frame Top Cabinet w/ .125 Aluminum Skin (Sprayed MP Dryvit, per Cust. Specs) w/ 1/2" Dimensional PVC Lettering (Sprayed per Cust. Specs) , 5" Square Structural Tube, Steel Beams Mechanically Fastened to Structure (Sprayed per Cust. Specs), 2" Deep Panned Aluminum Logo (Sprayed per Cust. Specs) w/ Cut HP Vinyl Graphics to match customer approved drawings and specs.	1.00	\$56,579.37	\$56,579.37
2	ELECTRONIC MESSAGE CENTER (DOUBLE-FACED) - Cabinet Size: 41" H x 10'- 3" L x 5" D Color: Full Resolution: 10mm Overall Size: 3' x 10' Pixel Matrix: 90 x 300 - Includes 5 year manufacturers warranty on all parts. - Includes on-site communication hook-up and software training. - Ignite OPx Software - 4G Wireless Communications w/ Watchfire Cellular Data Plan	1.00	\$36,397.94	\$36,397.94
3	ENGINEER STAMP As Required for Drawing Footing and Details.	1.00	\$346.50	\$346.50

Notes

*Primary Power to be Ran by Others. Final Connection Can be Made by Ace, if Onsite (within 6 ft. of sign) at Time of Install.

Salesperson: Keldie Salvo

keldie@acesignco.com | Not Specified: (217) 522-8417

Estimate Total:	\$93,323.81
Subtotal:	\$93,323.81
Taxes:	\$0.00
Total:	\$93,323.81

STATEMENT OF WARRANTY - All signs MANUFACTURED and INSTALLED are guaranteed, for a period of 1 year from the date of installation, to be free of defect in materials and workmanship. Defective parts will be replaced, during the first 90 days, without charge for both labor and materials. Defective parts will be replaced, after 90 days up to 12 months, without charge for materials only. THIS WARRANTY DOES NOT APPLY TO LABOR INCURRED

In the event CUSTOMER fails to pay when due any balance under this agreement, Ace Sign Co (Ace) is entitled to recover as additional damages its attorney fees, costs or other expenses incurred in collecting said secure it's obligations under this agreement, CUSTOMER hereby grants to Ace a security agreement in the property described above and all additions thereto. Upon default by CUSTOMER, Ace shall have the right to enter CUSTOMER's premises and repossess said property.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

TERMS: 50% Down; Balance Net 30

Signature _____ Date: _____

Host A Micro-Pantry

Micro pantries are designed to allow anonymous food pick-up for those in need, and a drop-off point for those who wish to donate. Micro pantries are accessible 24 hours a day.

The Wesley 4-H Hustler club of Southern Will County currently has one Micro-Pantry installed at Wilmington Pharmacy on Baltimore Street in Wilmington. This was installed in 2021, and has served, and been served by the community ever since. The club regularly inspects the food and condition of the hutch.

Our club is looking for an additional location to set-up a Micro-Pantry to better serve the community.

Contact the Club today @:
wesley4h_il@yahoo.com

Bill
Burmaster



4H was asking
If City Hall
would have a
food pantry up
front?



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

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

Date: 3/20/2024

PROPOSAL FOR LANDSCAPE WORK

Seasonal Color Planter Rotation for 2024
 For (1) XL Planter by City Hall and (3) Rectangular planters
 by Public Parking Lot on Water Street

SPRING 2024

Removal and disposal of winter decor
 Installation of spring cold hardy flowers and accents
 (Installation around April 1st)

(1) XL Planter	\$250.00
(3) Rect Planters	\$600.00

SUMMER 2024

Removal and disposal of spring decor
 Installation of all new potting soil and moisture beads
 Installation of seasonal summer flowers, accents and fertilizer
 (Installation after May 18th)

(1) XL Planter	\$250.00
(3) Rect Planters	\$600.00

FALL 2024

Removal and disposal of summer flowers
 Installation of seasonal flowers, accents and fertilizer
 (Installation TBD-based on weather but around Labor Day)

(1) XL Planter	\$250.00
(3) Rect Planters	\$600.00

WINTER 2024

Removal and disposal of fall decor
 Installation of evergreen boughs and accents
 Apply protective coating to branches to prolong life
 (Installation around Decemeber 1st)

(1) XL Planter	\$250.00
----------------	----------

Seasonal Total: \$2,800.00

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

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

Date

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



MEMO

Date: April 9, 2024

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

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

Re: State of Emergency Invoices

Budget Impact: \$8,318.40 ESDA Line Item 07-00-7500

Request: Approve the invoices relating to the State of Emergency.

Discussion: The following items are invoices received due to the flooding. I am requesting approval to pay the invoices totaling \$8,318.40 bringing the total of emergency invoices paid to date to \$98,415.91.

<u>Invoices Paid To Date:</u>		
Company	Cost	Reason
Inman Electric Motors	\$ 11,363.10	Three new Motors 2-50HP 1-30HP
On Site Repair Services	\$ 11,737.22	Three new motor installs and one motor realignment
Grainger	\$ 922.18	4 clearwell transducers + coupling grease
Whitmore Ace	\$ 900.37	Conduit, Pancake Aircompressor, Misc Electrical Parts
Dunkin Donuts	\$ 59.78	Coffee for First Responders 1/26/2024
Wilmington Pizzeria	\$ 182.00	Lunch for all P.W. Employees and Contractors 1/27/2024
Clennon Electric	\$ 41,771.28	Inspection and repair of electrical systems that were submerged in water, diesel generator rental, 2 new transformers, 480V breaker install, misc electrical parts
Xylem	\$ 12,840.85	Rental 2 diesel powered trash pumps for WTP by-pass pumping
VCNA Prairie LLC	\$ 7,047.50	610 tons of stone for washed out areas at park and public parking lot, 28 tons of sand for sandbags
Servpro	\$ 750.00	Dehumidifier rental for pump house
Menards	\$ 1,040.79	Pumphouse light fixture replacement
Automatic Control	\$ 301.40	Diagnos pumphouse PLC
Allied Nursery	\$ 611.00	13 yards of pulverized black dirt
Homewood Disposal	\$ 440.00	Roll off Dumpster for Residents impacted by flooding
Waste Management	\$ 130.00	Remove debris insulation around pumphouse
	\$ 90,097.47	
<u>Invoices being voted on 4/9/2024</u>		
Company	Cost	Reason
Allied Nursery	\$ 1,011.00	13 yards of pulverized black dirt, 100 lbs. grass seed
Whitmore Ace	\$ 211.91	Yard Hydrant, 40 lbs. grass seed
Faulk's Brothers Const	\$ 4,522.35	66.31 Tons Infield Dirt North Island Baseball Diamond
VCNA Prairie LLC	\$ 2,391.18	181 tons of stone for washed out area behind public parking
Waste Management	\$ 182.00	North Island bent posts w/ concrete
	\$ 8,318.44	
Total to date:	\$ 98,415.91	

Motion: Approve the invoices relating to the State of Emergency at a total of \$8,318.40
Thank you in advance for your consideration of this request.

South Island
Gard Hydrant

THANK YOU FOR SHOPPING AT
WHITMORE ACE HARDWARE - 3600I
1105 S. WATER ST
WILMINGTON, IL 60481
WWW.WHITMOREACE.COM
(815) 476-7731

SERVING OUR CUSTOMERS SINCE 1896
TO OUR CUSTOMERS AND FRIENDS

03/21/24 9:02AM ALM 553 SALE

4304341 1 EA 99.99 EA N
HYDRANT BURY LEAD FREE 4 99.99

SUB-TOTAL: \$ 99.99 TAX: \$.00
TOTAL: \$ 99.99

CHARGE AMT: 99.99



==>> JRNL# G49532 INV#K28555
CUST NO: 16840/ 4
ACE REWARDS ID # 19818729162

Customer Copy

THANK YOU FOR SHOPPING AT
WHITMORE ACE HARDWARE - 3600I
1105 S. WATER ST
WILMINGTON, IL 60481
WWW.WHITMOREACE.COM
(815) 476-7731

SERVING OUR CUSTOMERS SINCE 1896
TO OUR CUSTOMERS AND FRIENDS

03/19/24 8:57AM ALM 553 SALE

759257X5 4 EA 13.99 EA N
WHITMORE FAMOUS 5#BAG 55.96

SUB-TOTAL: \$ 55.96 TAX: \$.00
TOTAL: \$ 55.96

CHARGE AMT: 55.96



==>> JRNL# G48893 INV#328510
CUST NO: 16840/ 4
ACE REWARDS ID # 19818729162

Customer Copy

Grass Seed

THANK YOU FOR SHOPPING AT
WHITMORE ACE HARDWARE - 3600I
1105 S. WATER ST
WILMINGTON, IL 60481
WWW.WHITMOREACE.COM
(815) 476-7731

SERVING OUR CUSTOMERS SINCE 1896
TO OUR CUSTOMERS AND FRIENDS

4 9:57AM MH1 553 SALE

5 4 EA 13.99 EA N
FAMOUS 5#BAG 55.96

SUB-TOTAL: \$ 55.96 TAX: \$.00
TOTAL: \$ 55.96

CHARGE AMT: 55.96



L# G47859 INV#328448
CUST NO: 16840/ 4
ACE REWARDS ID # 19818729162

Customer Copy

Welcome to Allied Nursery!
3197 S. Chicago Street Joliet, IL 60436
(815) 722-2280

City of Wilmington 8154762175

3/18/24, 9:48 AM
Server: Tina Q
City of Wilmington

Ticket: R3

Invoice: 240318-08-3

City of Wilmington

House Account
Status: Approved

2 *50 lb All Purpose Seed Blend 400.00
13 * 1 cy Pulverized Dirt 611.00

Subtotal 1,011.00

Total 1,011.00

House Account 1,011.00

Amount 1,011.00

Allied guarantees all plant material is disease free and healthy at the time of purchase. Allied guarantees plant material installed by Allied. We guarantee Proper Plant material (Excluding Sale or Discounted items, Spruce Trees, Fruit Trees, Arborvitae & Roses) which fails to survive for a period of one year from the date of installation will be replaced at no charge. This is a one time replacement provided that the proper care was followed by the customer/ owner. Allied is not responsible for any lines not marked by J.U.L.I.E. Allied is not responsible for customers vehicle in event of damage in process of loading or hauling. Customer assumes liability. NO RETURNS ACCEPTED

FAULKS BROS. CONSTRUCTION, INC.
 E3481 ROYALTON STREET
 WAUPACA WI 54981
 USA



Phone: 715-258-8566
 Fax: 715-942-0509

Page: 1
 Invoice Date: 3/22/2024
 Due Date: 4/21/2024

INVOICE

Invoice: 400302

Sold To: WILM04

CITY OF WILMINGTON
 jgretencord@wilmington-il.gov

Ship To:

CITY OF WILMINGTON NORTH ISLAND PARK
 90 PARK STREET
 WILMINGTON IL 60481
 USA

Email: msurman@wilmington-il.gov

PO Number: Terms: NET 30 *Finance Charge 1.5% / Month on Overdue Balances*
 Sales Rep: SALES MANAGER Ordered: 3/21/2024 Ship Via: GALENA ROAD
 Packing Slip: 83598 Sales Order: 93225 Ship Date: 3/22/2024

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	060224		44.18 TON	\$68.20 delivered	\$3,013.08
	SURE-HOP CLASSIC INFIELD MIX - LACON				
	58099 22.24 03/22/24				
	58102 21.94 03/22/24				

- Taxes -

Description	Taxable Amt	Percent	Amount
IL NON-TAXABLE	3,013.08	0.00 %	0.00

Line(s) Subtotal:	3,013.08
Miscellaneous Charges:	0.00
Less Advance Billing:	0.00
Total Tax:	0.00
Less Prepaid Deposits:	0.00
Less Deposit:	0.00
Rounding:	0.00
Total	3,013.08

Please make checks payable to Faulks Bros. Construction, Inc.
 Payments made by credit card are subject to a surcharge which is not greater than our cost of acceptance.

FAULKS BROS. CONSTRUCTION, INC.
 E3481 ROYALTON STREET
 WAUPACA WI 54981
 USA



Phone: 715-258-8566
 Fax: 715-942-0509

Page: 1
 Invoice Date: 3/27/2024
 Due Date: 4/26/2024

INVOICE

Invoice: 400487

Sold To: WILM04

CITY OF WILMINGTON
 jgretencord@wilmington-il.gov

Ship To:

CITY OF WILMINGTON NORTH ISLAND PARK
 90 PARK STREET
 WILMINGTON IL 60481
 USA

Email: msurman@wilmington-il.gov

PO Number: Terms: NET 30 *Finance Charge 1.5% / Month on Overdue Balances*
 Sales Rep: CHRIS CAMERON Ordered: 3/25/2024 Ship Via: GALENA ROAD
 Packing Slip: 83735 Sales Order: 93304 Ship Date: 3/27/2024

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	060224		22.13 TON	\$68.20 delivered	\$1,509.27
	SURE-HOP CLASSIC INFIELD MIX - LACON				
	58163 22.13 03/27/24				

- Taxes -

Description	Taxable Amt	Percent	Amount
IL NON-TAXABLE	1,509.27	0.00 %	0.00

Line(s) Subtotal:	1,509.27
Miscellaneous Charges:	0.00
Less Advance Billing:	0.00
Total Tax:	0.00
Less Prepaid Deposits:	0.00
Less Deposit:	0.00
Rounding:	0.00
Total	1,509.27

Please make checks payable to Faulks Bros. Construction, Inc.
 Payments made by credit card are subject to a surcharge which is not greater than our cost of acceptance.

SHIP TO:
MAINTENANCE #5290228
VARIOUS LOCATIONS

INVOICE NUMBER 891428738	INVOICE DATE 03/25/24	PAGE 1 of 1
-----------------------------	--------------------------	----------------

JOB# 29218	CUSTOMER JOB# VARIOUS LOCATION
---------------	-----------------------------------

BILL TO:
CITY OF WILMINGTON #5913692
ATTN: MAUREEN MACK
165 S WATER STREET
WILMINGTON IL 60481
US

DELIVERY METHOD FOB	CUSTOMER PO#
------------------------	--------------

SALES REPRESENTATIVE Lori Bartels

*** TO RECEIVE EMAILED INVOICES, PLEASE CONTACT THE CREDIT DEPT. AT 1-708-458-0400**

SHIPPING DATE	PLANT	TICKET NUMBER	PRODUCT DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
03/25/24	4S95	9561264	6116891 052CM06 STONE	13.930	TON	9.40	130.94
03/25/24	4S95	9561265	6116891 052CM06 STONE	14.180	TON	9.40	133.29
Amount Before Tax:							264.23



Total Yds/Tons 28.11

Total Amount USD 264.23

Payment due end of 2nd month following shipment

Thank you for your Business

REMIT TO: VCNA Prairie LLC
5185 Paysphere Circle Chicago IL 60674

Invoice Inquiries: Please call
855-992-2929

FOR COMPLETE TERMS AND CONDITIONS, PLEASE
CHECK OUR WEBSITE
<http://salestermsandconditions.vcnainc.com/>

CC: JG

SHIP TO:
MAINTENANCE #5290228
MAINTENANCE

INVOICE NUMBER 891426178	INVOICE DATE 03/22/24	PAGE 1 of 1
-----------------------------	--------------------------	----------------

JOB# 29218	CUSTOMER JOB# MAINTENANCE
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BILL TO:
CITY OF WILMINGTON #5913692
ATTN: MAUREEN MACK
165 S WATER STREET
WILMINGTON IL 60481
US

DELIVERY METHOD FOB	CUSTOMER PO#
------------------------	--------------

SALES REPRESENTATIVE Lori Bartels

*** TO RECEIVE EMAILED INVOICES, PLEASE CONTACT THE CREDIT DEPT. AT 1-708-458-0400**

SHIPPING DATE	PLANT	TICKET NUMBER	PRODUCT DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
03/22/24	4S95	9561163	6116557 022RR01 STONE	12.400	TON	14.50	179.80
03/22/24	4S95	9561164	6116557 022RR01 STONE	14.040	TON	14.50	203.58
03/22/24	4S95	9561166	6116557 022RR01 STONE	13.930	TON	14.50	201.99
03/22/24	4S95	9561175	6116557 022RR01 STONE	12.880	TON	14.50	186.76
03/22/24	4S95	9561178	6116557 022RR01 STONE	14.220	TON	14.50	206.19
03/22/24	4S95	9561179	6116557 022RR01 STONE	14.200	TON	14.50	205.90
03/22/24	4S95	9561186	6116891 052CM06 STONE	14.430	TON	9.40	135.64
03/22/24	4S95	9561191	6116891 052CM06 STONE	14.040	TON	9.40	131.98
03/22/24	4S95	9561192	6116891 052CM06 STONE	14.350	TON	9.40	134.89
03/22/24	4S95	9561209	6116891 052CM06 STONE	14.270	TON	9.40	134.14
03/22/24	4S95	9561215	6116891 052CM06 STONE	14.470	TON	9.40	136.02
03/22/24	4S95	9561216	6116891 052CM06 STONE	14.420	TON	9.40	135.55
03/22/24	4S95	9561222	6116891 052CM06 STONE	14.310	TON	9.40	134.51
Amount Before Tax:							2126.95



Total Yds/Tons 181.96

Total Amount USD 2126.95

Payment due end of 2nd month following shipment

Thank you for your Business

REMIT TO: VCNA Prairie LLC
5185 Paysphere Circle Chicago IL 60674

Invoice Inquiries: Please call
855-992-2929

FOR COMPLETE TERMS AND CONDITIONS, PLEASE
CHECK OUR WEBSITE
<http://salestermsandconditions.vcnainc.com/>

CC: JG



INVOICE

Customer ID:

15-91074-03008

Customer Name:

CITY OF WILMINGTON

Service Period:

03/01/24-03/15/24

Invoice Date:

03/18/2024

Invoice Number:

0016663-0313-4

How to Contact Us

Visit wmsolutions.com

Log in to manage disposal records and tonnage reports. To pay a bill or explore other online tools, visit wm.com/MyWM. Have a question? Fill out the Contact Us Form at WMSolutions.com or contact Customer Service.



Customer Service:
(800) 963-4776

Your Payment is Due

Due Upon Receipt

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$182.00

Previous Balance

130.00

+

Payments

(260.00)

+

Adjustments

0.00

+

Current Invoice Charges

312.00

=

Total Account Balance Due

182.00

DETAILS OF SERVICE

Details for Service Location:

City Of Wilmington, 1165 S Water St, Wilmington IL 60481-1671

Customer ID: 15-91074-03008

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Vehicle#: 47 MSW TON Minimum charge applied Ticket Total	03/04/24	885834	.87	TON	65.00	0.00 130.00 0.00 130.00
Vehicle#: 52 MSW TON Ticket Total	03/13/24	886492	2.80	TON	65.00	0.00 182.00 182.00
Total Current Charges						312.00

CC: JG

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----



WASTE MANAGEMENT OF ILLINOIS, INC.
PRAIRIE VIEW LANDFILL
29755 S PRAIRIE VIEW DRIVE
WILMINGTON, IL 60481
(800) 963-4776
TSCMIDWEST@WM.COM

Invoice Date	Invoice Number	Customer ID
03/18/2024	0016663-0313-4	15-91074-03008
Payment Terms	Total Due	Amount
Due Upon Receipt	\$182.00	

0313000159107403008000166630000003120000000018200 6

0047194 01 AB 0.547 **AUTO T9 3 7078 60481-163365 -C04-P47241-I1
CITY OF WILMINGTON
1165 S WATER ST
WILMINGTON IL 60481-1633

I0053L79



Remit To:

WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 4648
CAROL STREAM, IL 60197-4648



313-0000501-0313-4

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

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

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

SECTION 3:

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

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

SECTION 4:

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

SECTION 5:

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

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

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

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

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

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

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

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

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

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

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

SECTION 6:

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

SECTION 7:

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

SECTION 8:

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

SECTION 9.

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

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

SECTION 10:

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

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

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

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

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

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

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

SECTION 11:

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

SECTION 12:

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

SECTION 13:

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

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

CITY OF WILMINGTON

BY: _____ **Date:** _____

Attest: _____ **Date:** _____

SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION

BY: _____ **Date:** _____

Attest: _____ **Date:** _____

WILMINGTON DISTRICT 209U

BY: _____
Board President

Date: _____

Attest: _____
Board Secretary

Date: _____

Exhibit A

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

Total Salary = \$ 43,137.51 (179 days @ 8 hours per day)

Gross Wages \$ 38,565.19

FICA 2,950.24

Unemployment 305.76

Workers Comp 1,316.32

Total Health Insurance (regular school year) = \$ 14,710.32 (\$1,634.48 for 9 months)

Anticipated Annual Cost = \$ 57,847.83

50% of Anticipated Annual Cost due to be paid by SOWIC = \$ 28,923.92

50% of Anticipated Annual Cost due to be paid by SCHOOL DISTRICT = \$ 28,923.91

Exhibit B

School Resource Officer Job Description

Responsibilities of the Position:

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

Training and Qualifications:

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

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

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

Abstractionz

P.O. Box 83, Wilmington IL. 60481
(779) 232-3540- Abstractionz.com
abstractionz@gmail.com

Customer ID catfishdays.com		Date: January 1, 2024	
Name Catfish Days			
Address –			
City, State, Zip Wilmington IL, 60481			
Quantity	Description	Price	Amount
01	Catfish Days annual theme update – website and Facebook		
02	Website content update as needed		
	Facebook announcement posts		
03	Domain, SSL, firewall, hosting, optimization, SEO		
04	Monthly backend maintenance*required*		
05	Security monitoring		
06			
07			
08			
09			
Please make checks out to: Amanda Laws DBA Abstractionz PayPal payments can be sent to: abstractionz@gmail.com		Total:	\$500.00



CONTRACT

THIS AGREEMENT, made and entered into this 10th day of February, 2024, by and between **Laser Encore**, located at 14210 10th St. N. Stillwater MN 55082 and **Catfish Days** hereinafter referred to as **CLIENT**, located at 1165 South Water Street Wilmington, Illinois 60481.

IT IS MUTUALLY AGREED BETWEEN THE ABOVE SAID PARTIES AS FOLLOWS:

1. LASER SHOW/PRODUCTION:

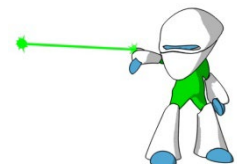
- 1.1 *Location(s)*: The laser show will be held outdoors at North Island Park
- 1.2 *Date(s)*: Laser Encore will provide the laser show on the following dates: July 27, 2024
- 1.3 *Type of Show(s)*: 30-minute outdoor laser show with full-color laser graphics projected onto our laser screen and aerial beam effects all choreographed to music.

2. LASER ENCORES OBLIGATIONS.

- 2.1 *Operations*: Laser Encore shall transport, set up, test, operate and dismantle all equipment necessary for said display.
- 2.2 *Safety*: Laser Encore is required to and shall comply with all Center for Devices and Radiological Health safety regulations, as well as all federal, state, local and municipal radiological health safety regulations controlling the operation of laser light shows. Laser Encore is also required to and shall comply with all Federal Aviation Administration regulations for all outdoor displays. Laser Encore shall not be held liable by CLIENT, its owners, officers, members, employees, affiliates, associations, or entities, in any way whatsoever, nor shall it sustain any loss of contracted costs as specified in this Contract, in regards to any determinations, restrictions, and/or instructions imposed by said government agencies.

3. CLIENT'S OBLIGATIONS.

- 3.1 *Operations*: CLIENT agrees to provide the following at CLIENT'S sole expense to assist Laser Encore in providing said shows:
 - (a) Electricity
 - (b) Hotel room
 - (c) Lift for screen
- 3.2 *Set Up Time*: CLIENT agrees to provide Laser Encore with adequate time to set up and test the laser equipment before each show on a given date and between each multiple performance on the same date.
- 3.3 *Safety*: CLIENT is responsible for providing security at all times including set up and during the shows to ensure a clear and safe projection area.



Catfish Days, CONTRACT (Cont'd.)

4. TERMS AND CONDITIONS:

4.1 *Term:* The term of this AGREEMENT shall begin on the day of signing this AGREEMENT and shall run through the date of the final payment. If, before the date of any scheduled laser show/production, it is found that CLIENT has not fully performed its obligations under the terms of this AGREEMENT or that the financial credit of the CLIENT has been impaired, Laser Encore may cancel this AGREEMENT at any time and in either event, CLIENT shall be liable to Laser Encore for all legal and/or professional damages in addition to the compensation herein.

4.2 *Cost:* \$6,500.00 per location.

*Cost includes all necessary laser equipment, labor and production expenses.

*Cost does not include power, lift, hotel or venue expenses which are the responsibility of the CLIENT.

4.3 *Payment:* All payments shall be paid by CLIENT to and in the name of Laser Encore in the form of a business check, certified check, money order or cash.

4.4 *Down Payment:* \$3,250 shall be paid as a deposit down by CLIENT, to and received by Laser Encore not later than July 27, 2024

4.5 *Balance:* \$3,250.00 shall be paid by CLIENT, to and received by Laser Encore not later than July 27, 2024.

4.6 *Late Payments:* In the event that payments are not received within the specified dates, then payment(s) shall bear an interest rate of eighteen percent (18%) per annum, compounded monthly, until such funds are paid.

4.7 *Cancellation Fee:* In the event CLIENT cancels said laser light show(s), Laser Encore shall be entitled to amounts specified in Paragraph 4, subdivision 4.4 (down payments), plus any and all necessary attorney/collection fees.

5.0 COPYRIGHTS.

5.1 Laser Encore retains all copyrights for its productions.

6.0 INDEMNITY.

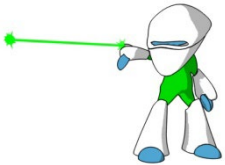
6.1 Each party shall hold the other harmless in and from all claims, liabilities, damages, and detriments not arising from the indemnifying party's mutual breach under this Agreement or the indemnifying party's actual negligence or malfeasance.

THIS AGREEMENT is the whole AGREEMENT of the parties above named. No representation, inducement, or agreement has been given by one to the other to enter into this AGREEMENT other than expressly set forth herein. This AGREEMENT shall not be altered, modified or amended except in writing by a duly authorized officer of each party.

IN WITNESS WHEREOF, the parties hereunto set their names on the day and in the year first above written.

SIGNATURE AND TITLE
CLIENT

SIGNATURE AND TITLE
LASER ENCORE



Rodney Emling
P.O. Box 64
Bonfield, IL 60913
815-426-2468

Estimate

Number E102

Date 2/7/2024

Bill To
Kirsten
Wilmington Catfish Days

Ship To

PO Number	Terms	Customer #	Service Rep	Project

Description	Quantity/Hours	Price/Rate	Amount
16x32 Stage rental		\$1,200.00	\$1,200.00
repair of sidewalls damaged at last years catfish days		\$200.00	\$200.00

Amount Paid \$0.00

Amount Due \$1,400.00

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$1,400.00

Total \$1,400.00

Rick Lindy and The Wild
Ones Band
39W475 Washburn Drive
Geneva, Illinois 60134
847-525-8085

Performance Agreement

This is a legal binding contract between Rick Lindy Schwartz hereafter referred to as the artist and Tom Smith Wilmington IL Catfish Days hereafter referred to as the purchaser. The artist agrees to perform live music played by Rick Lindy and The Wild Ones Band on Sunday July 28, 2024 at Catfish Days Car Show located at IL 53 and North Park Street in Wilmington IL. The artist and his band will perform 2 long live music between the hours of 2pm and 6pm. The artist agrees to provide a sound system and all the musical gear essential to perform the live music. The artist agrees to use an The artist agrees to arrive one hour before the performance to set up the musical gear and instruments. The purchaser agrees to pay the artist \$1200.00 for their services. A \$200.00 deposit is due when this agreement is signed and the check should be payable to Rick Lindy Schwartz. Please mail the deposit to Rick Lindy Schwartz 39W475 Washburn Drive in Geneva Illinois 60134. The balance of \$1000.00 shall be paid the evening of Sunday July 28, 2024 and the payment shall only be handed to Rick Lindy Schwartz and only Rick Lindy Schwartz. By signing this agreement both parties agree to the terms within.

Rick Lindy Schwartz
(Artist)

Rick Lindy Schwartz

Signed 1/10/2024

Tom Smith
(Purchaser)

Signed

2024



THIS AGREEMENT is entered into this 5th day of February 2024, by and between the Booking Manager (“Agent”) and Buyer identified below (collectively, the “Parties”) IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages the Agent to provide the services listed herein.

- 1)**Performance Artist/Group:** Cowboy Co The Country Music Show
- 2)**Performance Artist/Group Contact/ Authorized Agent:** Ethan Bell
- 3)**Buyer Name:** City Of Wilmington IL - Tommy Gun
- 4)**Place of Performance:** North Island Park
210 Bridge Street
Wilmington, Illinois 60481
- 5)**Date of Performance:** 7/26/24
- 6)**Time of Performance:** 3 hours of music
- 7)**Performance Fee:** \$2000 - \$650 deposit due upon signing of contract. Balance of \$1350 due on or before performance date
Deposit refundable up to 3 months before date upon cancellation.
- 8)**Merchandise:** N/A
- 9)**Accommodations:** Stage Waters for band
- 8a) Performance Fee/deposit will be paid by Check via mail. Check payable to - Dinnerbell Productions - mailed to
Ethan Bell
202 E 6th Street Sandwich IL 60548
- 8b) Agent will provide a W-9 and carry out services as a 1099 subcontractor.
- 8c) Agent agrees to find last minute replacements for any cancellations by musical at equivalent or lower rate agreed upon.
- 10) **Indemnification:** Venue indemnifies and holds the Agent harmless for any claims of property damage or bodily damage caused by performance attendees. The laws of the state of Illinois will govern any dispute arising from or relating to this Contract. The parties submit to the

jurisdiction of the state of Illinois and agree that any legal action or proceeding relating to this Contract must be commenced and litigation in the Kendall County Circuit Court.

11) **Attorney Fees:** The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys fees incurred in enforcing this Agreement

12) **P.A and Sound System/Lights:** Sound and lights will be provided by the Agent

I have read and agree to all terms as written in this Agreement.

Buyer/Representative

Date _____

By _____

Agent

Date _____

By _____

BOOKING CONTRACT

This contract is for the personal services of entertainers, musicians
bands for engagements described below made on this date of
February 17th 2024

Name and Address of Place of Engagement: Wilmington

Wilmington Catfish Days - North Island Stage

Name of Entertainer, Band or Group Any Given Weekend

Date of Engagement and Clock Hours July 27th 2024

8pm - 12am

Type of Engagement - Dance - Benefit - Banquet - Stage Show - (etc.)

City Festival - Band will provide sound and lights

Compensation Agreed Upon: \$1,000⁰⁰/₁₀₀

Purchaser will make payment as follows: Cash or check made
out to Dale Lorange on the day of performance

X
(Signature of Purchaser or Agent)

(Print Name)

(Address)

(Phone Number-s)

X Dale Lorange
(Signature of Entertainer or Band)

Dale Lorange
(Print Name)

(Address)

815-939-2829

(Phone Number-s)



This **Booking Agreement** (the "Agreement") is made on April 2, 2024, by and between Fearless: A Tribute to Taylor, 3923 W 105th St, Chicago, IL 60655 (hereinafter "Artist"), and City of Wilmington, (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist **Flat Guarantee of \$ 3,500.00** for the Performance(s). Payment for the Performance(s) are to be paid by Check.

Deposit	due 6/25/24	\$ 525.00
Balance	due on site	\$ 2,975.00

2. Events, Performances, and Appearances

Artists	Fearless: A Tribute to Taylor		
Date	Thursday, July 25, 2024		
Venue	Catfish Days Festival 210 Bridge St, Wilmington, IL, 60481, United States		
Event	Festival Fearless: A Tribute to Taylor at Catfish Days Festival		
Performance	Concert (120 minutes)		
Ages	All Ages		
Travel	N/A		
Accommodation	N/A		
Ground	N/A		
Hospitality	Purchaser agrees to provide Artist Hospitality; Bottle water, pop, and gatorade for the band. 10x10 tent with sidewalls for the band to use located near the stage - Artist advance contact Glenn Hudy (E) trseinfo@gmail.com		
Backline	N/A		
Sound & Lights	PURCHASER agrees to provide festival stage, sound, lighting, and technicians. ARTIST Tech Advance Contact - Glenn Hudy (E) trseinfo@gmail.com		
Schedule	6:00 PM	Load In	Fearless: A Tribute to Taylor
	6:00 PM	Doors Open	
	9:00 PM - 11:00 PM	Performance	Fearless: A Tribute to Taylor
Special Provisions	<ul style="list-style-type: none"> - All Deposits can be made payable to Double D Booking and mailed to PO Box 168 Fox River Grove, IL 60021 - 0168 - The balance is made payable to The Right Stuff Entertainment - 3923 W. 105th St - Chicago, IL 60655 		

3. Security

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must

be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

4. **Conditions of Performance**

- a. If, on or before the date of the scheduled engagement, the Purchaser has failed, neglected or refused to perform any contract with Artist, the Artist shall have the right to demand payment of the full guarantee due to pursuant to this agreement.
- b. Artist shall not perform in unsafe conditions. Specifically outdoor performance in rainy or other wet conditions which may result in electrical shock. Full contract balance shall become due immediately should weather cause a cancellation of the performance.
- c. Unless otherwise indicated, Purchaser shall provide Artist with an adequate stage, sound, and lighting as well as electrical requirements necessary to perform the live show.

5. **Term and Termination**

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

6. **Force Majeure**

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control.

7. **Indemnification**

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

8. **Governing Law**

This Agreement shall be governed by and subject to the laws of IL United States, without giving effect to any choice or conflict of law provision.

9. **Entire Agreement**

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

ACCEPTED AND AGREED TO:

City of Wilmington

Fearless: A Tribute to Taylor

Thomas Smith
City of Wilmington

Glenn Hudy
Fearless: A Tribute to Taylor
3923 W 105th St, Chicago, IL, 60655, United States

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. THE RIGHT STUFF ENTERTAINMENT INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 3923 W. 105TH STREET	Requester's name and address (optional)
6 City, state, and ZIP code CHICAGO IL 60655	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
4	7	-	4	5	1	4	0	8	1	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Glen Hardy</i>	Date ▶ 1/1/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ORDINANCE NO. 24-04-16-03

**AN ORDINANCE AMENDING THE COMPENSATION OF
CERTAIN OFFICERS AND OFFICIALS**

WHEREAS, the City of Wilmington is authorized by Section 3.1-50-5 of the Illinois Municipal Code (65 ILCS 5/3.1-50-5) to fix by ordinance the compensation for all municipal officers and officials; and

WHEREAS, Section 3.1-50-10 of the Illinois Municipal Code (65 ILCS 5/3.1-50-10) states the salaries that are fixed by ordinance for those officers who hold elective office for a definite term shall neither be increased nor diminished during that term and shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed;

WHEREAS, the City of Wilmington hereby approves an increase in compensation for certain officials and officers set forth below to be effective immediately, except that such increases for officers who hold elective office shall not be effective until after each respective officer's term expires.

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

SECTION 1: ORDINANCE AMENDED

That 30.09 of Chapter 30 of the City of Wilmington Code of Ordinances Compensation of Certain Officers and Officials is amended as stated below:

30.09 Compensation of certain officers and officials.

- (A) Mayor. The salary of the mayor is fixed at the sum of \$10,000 per year, payable monthly. The mayor shall be paid an additional \$500 per month for each month that he or she provides full-time service as mayor. Full-time service shall mean general supervision of the city and its employees on a regular basis throughout each normal work day. In addition to the above, the mayor shall be recompensed for all expenses incurred in and about the duties of the office in an amount not to exceed the sum fixed by the annual appropriation ordinance for such purposes.
- (B) Aldermen. Each alderman of the city of Wilmington, shall be compensated at \$70 per meeting to be paid to each alderman for attendance at any regular or special meetings of the city council of the city of Wilmington or at any regular or special meetings of any committee the city council of the city of Wilmington, upon which the alderman was appointed and serves. The alderman's compensation shall be paid no less than monthly.
- (C) City clerk. The salary of the city clerk is fixed at \$2,400 per annum, payable quarterly.
- (D) City treasurer. The salary of the city treasurer is fixed at \$1,000 per annum, payable quarterly.
- (E) Liquor commissioner. The salary for liquor commissioner is fixed at the sum of \$900 per annum, payable annually.
- (F) Deputy City Clerk. The salary of the Deputy City Clerk is fixed at \$70 per meeting to be paid for attendance at any regular or special meetings of the city council of the city of Wilmington or at any regular or special meetings of any committee the city council of the city of Wilmington.

- (G) Police commissioner. The compensation for police commissioner is fixed at the sum of \$500 per annum, payable annually. Each member of the police commission will be compensated \$70 per regular meeting or special meeting. The chair of the commission or anyone acting for the chair, shall be paid for regular meeting for each city council meeting on which the commission is placed on the agenda to deliver a report to and attends the meeting to deliver the report.
- (H) City attorney. The city attorney shall be compensated as approved by the corporate authorities.
- (I) No retainage of fees. No officer or employee receiving a salary from the city shall be entitled to retain any portion of any fees collected by him in the performance of his duties as municipal officer or employee in the absence of a specific ordinance provision to that effect.

SECTION 2: ORDINANCE AMENDED

That 151.06 of Chapter 150 of the City of Wilmington Code of Ordinances Meetings and Fees is amended as stated below:

151.06 Meetings and fees.

The planning and zoning commission shall meet in accordance with schedules adopted by the commission or on the call of the chair or any three members of the commission. All meetings shall be held within the city and conducted pursuant to law. The chair may administer oaths and compel the attendance of witnesses.

Each member of planning and zoning will be compensated \$70 per regular meeting or special meeting. The chair of the commissioner or anyone acting for the chair shall be paid for the regular meeting for each city council meeting on which the commission is placed on the agenda to deliver a report to and attends the meeting to deliver a report.

SECTION 3: SEVERABILITY

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

SECTION 4: REPEALER

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

SECTION 5: EFFECTIVE DATE

This Ordinance shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED this _____ day of _____, 2024 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

Kevin Kirwin

Ryan Jeffries

Dennis Vice

Ryan Knight

Leslie Allred

Jonathan Mietzner

Todd Holmes

Thomas Smith

Approved this _____ day of _____ 2024

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk