



REGULAR CITY COUNCIL MEETING AGENDA

Tuesday, May 21, 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. PUBLIC HEARING

Intergovernmental Jurisdictional Boundary Line Agreement between the City of Wilmington and the Village of Channahon

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

D. CONSENT AGENDA

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

1. Approve the Regular Meeting Minutes from May 7, 2024
2. Approve the Accounts Payable Report
3. Approve the Transfer of Funds from IIIT to PMA
4. Approve the Memorandum of Understanding Workforce Center of Will County (Kiosk Agreement)
5. Approve the Outgoing Loan Agreement with Joliet Area Historical Museum
6. Approve the Macon County Law Enforcement Training Center Invoice #24-1286
7. Approve and Authorize Payments of up to \$50,160 from Street Sweeping Services in FY2025
8. Approve the Rental of a Compact Track Loader with Cold Planer and Trailer from Altorfer Caterpillar a total cost of \$9,300
9. Approve the Purchase of 150 tons of Hot Mix Asphalt and Prime to exceed \$9,500
10. Approve the Purchase of Residential Water Meters from Utility Pipe Sale for a total cost of \$61,632
11. Approve the participating addendum with NASPO, ValuePoint and T-Mobile to provide internet services to our Water Reclamation Plant at the cost of \$37.80 per month
12. Approve the Contracts Related to the 2024 Let Freedom Rock Celebration
 - a. Lee's Rental, Inc. for \$545.00
13. Approve the Contracts Related to the 2024 Catfish Days Festival
 - b. Laser Encore for \$6,500.00
 - c. Rick Lindy and the Wild Ones Band for \$1,200.00
 - d. Dinner Bell Productions for \$2,000.00
 - e. Double D Booking for \$3,500.00
 - f. Miller's Petting Zoo for \$1,800.00
 - g. Crosstown Exotics for \$400.00

E. MAYOR'S REPORT

1. Consider Approval – Appointment
 - Dean Shepherd, Police Pension Board, 2-year term (May 2024-May 2026)
2. Administer Oath Office

F. ORDER OF BUSINESS

1. Consideration to Approve Resolution No. 2024-06, A Resolution Authorizing a Jurisdictional Boundary Line Agreement Between the Village of Channahon and the City of Wilmington
2. Consideration to Approve Ordinance No. 24-05-21-01, An Ordinance Amending the City of Wilmington Code of Ordinances as it Pertains to Chapter 46 Cost Recovery
3. Consideration and Approval to Modify Berkot's Liquor License to Include Hard Liquor for Sale along with On-Premise Consumption for Gaming
4. Consideration and Approval to Modify Mobil's Liquor License to Include Hard Liquor for Sale
5. Consideration to Approve and Authorize the Public Works Director to Enter Into a Time and Material Proposal with Concentric Integration

G. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

H. ALDERMEN COMMENTS

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

I. EXECUTIVE SESSION

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

J. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

K. 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, June 4, 2024.

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS .} Ss.
County of Will,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the **The Free Press Advocate**

The Free Press Advocate is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

Wilmington, Channahon to enter into 20-year boundary agreement

a true copy of which is attached, was published one times in **The Free Press Advocate**, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on April 10, 2024, and the last publication of the notice was made in the newspaper dated and published on April 10, 2024. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D. Fisher**, its publisher, at Wilmington, Illinois, on April 10, 2024.

Free Press Newspapers

By *Eric D. Fisher*, Publisher
Eric D. Fisher

Printer's Fee \$ 91.00

Given under my hand on April 10, 2024

Janet M. Fisher

Janet M. Fisher, Notary Public



Wilmington, Channahon to enter into 20-year boundary agreement

PUBLIC NOTICE

NOTICE OF CITY OF WILMINGTON AND VILLAGE OF CHANNAHON BOUNDARY AGREEMENT

PLEASE TAKE NOTICE that the City of Wilmington, Illinois, and the Village of Channahon, Illinois, are considering an Intergovernmental Jurisdictional Boundary Line Agreement between the City of Wilmington and the Village of Channahon ("Boundary Agreement"). The proposed Boundary Agreement establishes the extraterritorial boundaries of each municipality for the purpose of any future annexations between them. The Boundary Agreement also establishes a jurisdictional boundary for the exercise of extra-territorial power over development in unincorporated areas within one and one-half miles of each Village's respective corporate boundaries. The Boundary Agreement establishes limits beyond which both Villages would agree not to annex. The proposed Boundary Agreement will be effective for 20 years.

The proposed boundary line is depicted on the map attached to the Boundary Agreement, and a draft of said proposed Agreement is currently on file and available for public inspection at Channahon Village's Hall and Wilmington City Hall.

Pursuant to the Illinois Municipal Code (65 ILCS 5/11-12-9), **notice is hereby given that:**

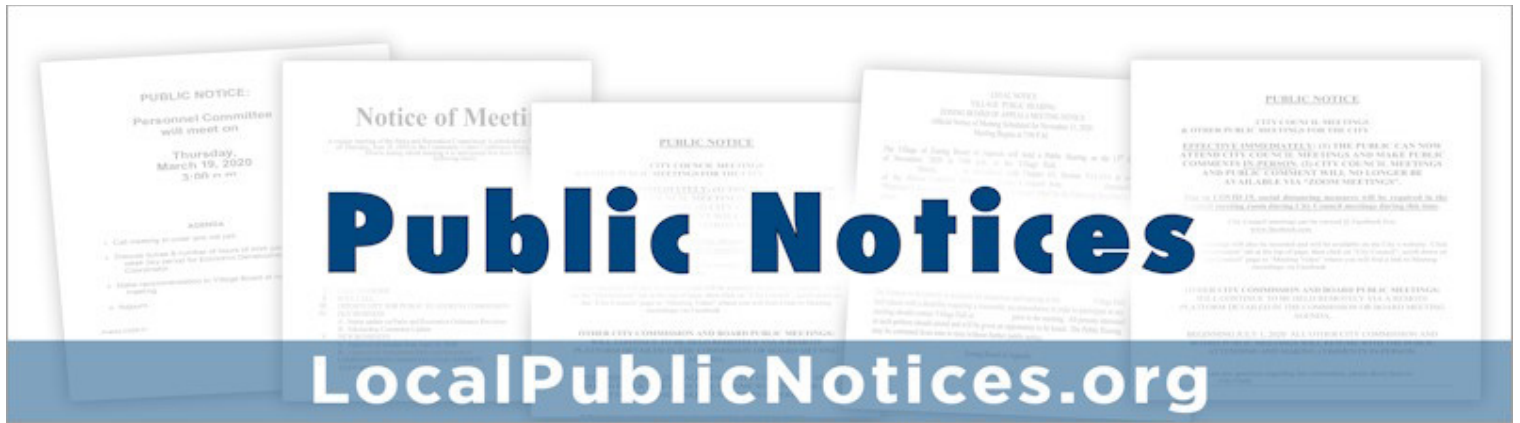
(1) The City Council of the City of Wilmington will consider the proposed Boundary Agreement at its City Council meeting on **May 21, 2024, at 7:00 p.m.** at the Wilmington City Hall, 1165 S. Water Street, Wilmington, Illinois; and

(2) The Village Board of the Village of Channahon will consider the proposed Boundary Agreement at its Village Board meeting on **May 20, 2024, at 6:15 p.m.** at the Channahon Village Hall, 24555 S. Navajo Drive, Channahon, Illinois.

Both of the aforementioned meetings will be open to the public. Each City Council and Village Board is expected to take action on the proposed Boundary Agreement at their respective meeting, as set forth above, or at a subsequent meeting of said City Council/Village Board.

The proposed Boundary Agreement is available for public inspection in:
(1) The Office of the City Clerk of the City of Wilmington, 1165 S. Water Street, Wilmington, Illinois; and
(2) The Office of the Village Clerk of the Village of Channahon, 24555 S. Navajo Drive, Channahon, Illinois.

Any member of the public may inspect the Boundary Agreement at either of the aforementioned locations during regular business hours.
Published in the Free Press Advocate on Wednesday, April 10, 2024.



Official Certificate of Publication

Certificate of the Publisher

NOTICE OF CITY OF WILMINGTON AND VILLAGE OF CHANNAHON BOUNDARY AGREEMENT for City of
Wilmington, IL on Monday, April 1, 2024, at 11:18 AM

LocalPublicNotices.org certifies that it is the publisher of the LocalPublicNotices.org website.

A notice, a true copy of which, has been published on the LocalPublicNotices.org website. The publication of the notice was made on Monday, April 1, 2024, at 11:18 AM. The notice will be available thereafter via archive at LocalPublicNotices.org.

In witness, this certificate has been signed by LocalPublicNotices.org, its publisher, at Springfield, Illinois, on Monday, April 1, 2024.

By:
LocalPublicNotices.org
Publisher

Note:
Unless otherwise ordered, notarization of this document is not required. Please keep a copy of this certificate for your records.

The notice does not fulfill any statutory requirement for public posting.

The notice was posted at no cost to the municipality.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
MAY 7, 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, Jonathan Mietzner, Todd Holmes, and Thomas Smith. Alderperson Leslie Allred was absent. 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 April 16, 2024
2. Approval of the Accounts Payable Report

Alderperson Kirwin made a motion and Alderperson Jeffries seconded to approve the Consent Agenda for May 7, 2024 as presented

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

MAYOR'S REPORT

Mayor Dietz proclaimed May 2024 as Motorcycle Awareness Month.

ORDER OF BUSINESS

Alderperson Vice made a motion and Alderperson Knight seconded to approve approve Chamlin & Associates Recommendation and Award the 2024-2025 MFT Maintenance Project to Austin Tyler Construction, Inc. for \$571,860.65

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

Alderperson Jeffries made a motion and Alderperson Knight seconded to approve approve the Invoices Related to the State of Emergency at a Total of \$11,648.83

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

Aldersperson Knight made a motion and Aldersperson Kirwin seconded to approve Ordinance No. 24-05-07-01, An Ordinance Amending Section 74.02 of the City of Wilmington Code of Ordinances Regarding the Operation of Golf Carts Within the City of Wilmington

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – No Report

City Administrator – No Report

Finance Director – Nancy Gross – No Report

Public Works Director – No Report

Chief of Police – Adam Zink – National Police Week begins the week on May 15th, Cop on a Rooftop is May 17 from 5 AM to noon at the Dunkin in Diamond

ALDERPERSON COMMENTS

Aldersperson Kirwin – Requested the removal of mulch pile on North Kankakee Street

Aldersperson Vice – No Comment

Aldersperson Allred – No Comment

Aldersperson Holmes – No Comment

Aldersperson Jeffries – No Comment

Aldersperson Knight – No Comment

Aldersperson Mietzner – No Comment

Aldersperson Smith – No Comment

EXECUTIVE SESSION

Aldersperson Kirwin made a motion and Aldersperson Mietzner seconded to go into Executive Session at 7:17 PM to discuss the Review of Executive Session Minutes [5 ILCS 120/2.06(d)] and Appointment, Employment, Dismissal, Compensation, Discipline, and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)]

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

Aldersperson Kirwin made a motion and Aldersperson Holmes seconded to close Executive Session at 7:35 PM

Upon roll call, the vote was:

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

ABSENT: 1 Allred

The motion carried.

ACTION OF EXECUTIVE SESSION ITEMS

Mayor Dietz stated that after reviewing the closed session minutes from August 12, 2016, through April 2, 2024, the City Council has determined that certain minutes or portions of minutes no longer require confidential treatment and will be made available for public inspection. For all others, the need for confidentiality still exists and those minutes or portions of minutes will not be released.

Aldersperson Kirwin made a motion and Aldersperson Jeffries seconded to approve the release of specific executive session meeting minutes as outlined in the provided summary

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Allred

The motion carried.

Aldersperson Mietzner made a motion and Aldersperson Holmes seconded to approve the additional compensation for Joie Ziller of \$37.79 per hour effective May 1, 2024

Upon roll call, the vote was:

AYES: 5 Mietzner, Holmes, Kirwin, Knight, Vice

NAYS: 2 Jeffries, Smith

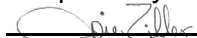
ABSENT: 1 Allred

The motion carried.

ADJOURNMENT

The motion to adjourn the meeting was made by Aldersperson Knight and seconded by Aldersperson Kirwin. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on May 7, 2024, adjourned at 7:37 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

Workforce Center of Will County/ Wilmington Location Kiosk Agreement

Memorandum of Understanding (MOU) between the Workforce Center of Will County and The City of Wilmington

This MOU is an Agreement between the Workforce Center of Will County (Workforce Services Division) and City of Wilmington, (collectively the "Parties").

Workforce Center of Will County	City of Wilmington
2400 Glenwood Ave, Joliet, IL 60435	1165 S. Water
815.747.4444	815.476.2175 x232

WHEREAS both Parties work toward providing assistance to and addressing the needs of residents of Will County, including those from historically marginalized communities, those who have been unemployed or underemployed for an extended period, and/or those from vulnerable populations.

AND WHEREAS both Parties understand that State funds made available by the Illinois Department of Commerce & Economic Opportunity (DCEO) by way of the State Legislature in the form of a Supplemental Grant will support this effort to connect Will County residents with employment and training services.

AND WHEREAS both Parties acknowledge the importance of implementing technology to make such services accessible to all.

THEREFORE, the Parties agree to provide a community-based access point wherein residents can connect directly with the local workforce system and its full array of training and employment services through technological means.

ROLES & RESPONSIBILITIES:

Workforce Center of Will County agrees to:

- Provide all kiosk hardware, signage, and other related marketing materials to the host location
- Design, control, and oversee the kiosk interface and software
- Handle any physical relocation or moving of the kiosk
- Troubleshoot issues and communication with kiosk vendor support in the event an issue cannot be resolved by Job Center staff
- Provide a basic orientation to on-site staff who may need to field questions about workNet DuPage and/or the kiosk
- Track and analyze kiosk usage
- Provide prompt customer service upon receipt of contact forms through the kiosk platform
- Assume liability should the kiosk hardware be damaged at the host location

City of Wilmington agrees to:

- Keep the kiosk clearly visible, accessible, and unobstructed for the use of any individuals/visitors to the host location
- Allow kiosk to utilize onsite Wi-Fi network
- Make reasonable efforts to ensure the physical safety of the kiosk and proper usage thereof
- Communicate technical problems to Job Center staff as listed in this MOU promptly upon realization of an issue, while not attempting to fix or troubleshoot independently
- Communicate any plans or needs to move the kiosk to Job Center staff as listed in this MOU, while not attempting to relocate or move independently

Workforce Center of Will County/ Wilmington Location Kiosk Agreement

TERM OF AGREEMENT

- The Supplemental Grant funding this project is effective from December 1, 2023, and expires June 30, 2024. The Kiosks can continue being utilized past the expiration of the grant.
- It is understood by all Parties that the kiosk can be relocated at any time by the Workforce Center of Will County staff. It is also understood that the host location can choose to have the kiosk removed from the property at any time. Notice of this decision shall be sent to the Job Center staff listed within this MOU, and removal of the kiosk shall take place within 3-5 business days.
- Continued utilization of the kiosk at the location above will be reevaluated periodically to determine usage rates and adherence to this MOU.
- The City of Wilmington shall not be responsible for damage, or theft of the Kiosk equipment. It is the responsibility of the Workforce Services Division to secure appropriate insurance coverage for the Kiosk. As a host site, we acknowledge and accept this clause, relieving the City of Wilmington of any liability in the event of damage, or theft.
- The City of Wilmington shall not be held liable for any claims, damages, losses, or expenses, including but not limited to legal fees, arising out of or in connection with hosting the Kiosk equipment. Workforce Services Division hereby agree to indemnify and hold harmless The City of Wilmington from and against any and all such claims, damages, losses, or expenses, regardless of their nature or cause, including negligence. The Workforce Services Division further agrees to assume all risks associated with the Kiosk equipment and waive any right to bring legal action against The City of Wilmington for any such claims, damages, losses, or expenses.

Accepted:

Jeannine Smith
City Administrator
The City of Wilmington
815.476.2175 x232

Date

Accepted:

Michelle Stiff
Director
Workforce Center of Will County
815.740-8370

Date

Borrower Contact Information

Name: City of Wilmington Date: 03/20/2024

Address: 1165 S. Water Street

City: Wilmington State: IL Zip: 60481

Cell #: 815-476-2175 Email: _____

Loan Information

Period of Loan Agreement: 03/20/2024—03/20/2026

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

Accession #	Description	Value
L2024.02	Gemini Giant—muffler man statue, circa 1960s.	\$345,500

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

Borrower's Signature

Date

JAHM Curatorial Staff Signature

Date

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

Received By

Date Received

Conditions Governing Outgoing Loans

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

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



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

Invoice

Date	Invoice #
5/1/2024	24-1286

Bill To
Wilmington PD Chief Adam Zink
<i>#6770 - AZ</i>

Account #		193139		Due Date		5/31/2024	
Date	Item	Quantity	Description	Unit	Rate	Amount	
5/1/24	BLEA Tuition	2	RC24-22 1/7 - 4/26/24 *Tuition includes lodging, meals, wearables, supplies and ammunition		7,400.00	14,800.00	
	CBM	2	Elective		100.00	200.00	
	OC Spray	2	Elective		50.00	100.00	
			<i>+ Ryan McMurtry</i>				
Please make check payable to Macon County Law Enforcement Training Center and send to: MCLETC 1095 Rotary Way Decatur, IL 62521							

01-03-6770

E-mail
mpounder@richland.edu

Total	\$15,100.00
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MEMO

Date: May 14, 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: Street Sweeping Services

Budget Impact: \$50,160 Public Works Street Sweeping

Request: Allow the Public Works Director to authorize payment for up to \$50,160 for street sweeping services during FY25.

Discussion: In January, the City Council instructed City Staff to arrange for street sweeping services. The cost for each day of sweeping from Illinois Central Sweeping is \$1,320. If weather permits, I propose scheduling sweeping sessions every Monday from March through November, totaling approximately 38 sweeps. This service operates on a pay-as-you-go basis and can be discontinued at any time. Funding for this request is allocated in FY25 budget.

Motion: Approve the Public Works Director to authorize payments up to \$50,160 for street sweeping services in FY25.

Thank you in advance for your consideration of this request.

16822 W LARAWAY RD, JOLIET, IL 60433
JOLIET

Rental Agreement

Agreement Q22889



Date Out: 06/03/2024 Mon 07:00 AM
Est. Date In: 06/10/2024 Mon 07:00 AM

Bill to: Customer: 3869500
CITY OF WILMINGTON
1165 S WATER STREET
WILMINGTON, IL 60481

Jobsite: SKID / PLANER
Contact: KYLE
Phone: 815-476-3104
CPU IN JOLIET

PO #:
Signed By:
Order By: KYLE

Written By: Nikki Krysiak
Sales Rep: DAVID MURRAY (B-3-175)

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items				
1 289 HF COMPACT TRACK LOADER HI-FLOW ~ 289D XPS 125-0270	\$675	\$1,900	\$5,100	1,900.00
1 SSL - COLD PLANERS ~ PC206 125-2340	\$400	\$1,400	\$3,000	1,400.00
1 RENTAL TRAILER - 12-16K ~ 2400017 240-0017	\$150	\$450	\$1,200	450.00

RATES ARE QUOTED FOR: 8 HR DAY, 44 HR WEEK, 176 HR
OVERAGE HOURS WILL BE BILLED AT HOURLY RATE
DAMAGE, ABUSE, FUEL, DEF OR EXCESSIVE CLEANING
WILL BE BILLED ADDITIONAL

\$ 9,300 /month

Miscellaneous Items

1 HAZ WASTE	12.00 each	12.00
1 Rental Equipment Protection	16.00 %	600.00
Quote Total:		4,362.00

IF YOU EXPERIENCE PROBLEMS WITH THE EQUIPMENT, STOP USING IT - CALL ALTORFER IMMEDIATELY!

By accepting delivery of rented items, customer agrees to all terms and conditions shown on both the front and back of this rental agreement. Customer assumes full responsibility for all rented items, including their safe and proper use, operation, routine maintenance, storage, transportation and return to Altorfer. Customer is responsible for all fuel (including DEF), loss, damage, or repair including tires and missing keys. WARRANTY DISCLAIMER: ALTORFER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED. Customer acknowledges that the equipment being rented is of the type, size, design, and capacity selected solely by the customer as suitable for its purpose. In no event shall Altorfer be liable for incidental, special or consequential damages of any nature. The terms and conditions on the rental agreement form is the sole agreement between customer and Altorfer. Customer agrees to indemnify Altorfer and to the waiver of claims as indicated on the back side of this agreement.

ALTORFER RENTS:

Customer Signature _____ Date _____

1,500
 3,700
 2,000
 200
 20
 Trailer
 200
 AT
 Trailer
 200
 3,400

Skid Steer Loaders					
Model	Capacity	Op. Weight	Daily	Weekly	Monthly
270/275	2,700 lb	8,680 lbs	325.00	1,100.00	3,000.00
300/330	3,000 lb	9,288 lbs	375.00	1,200.00	3,500.00

Compact Track Loaders					
Model	Capacity	Op. Weight	Daily	Weekly	Monthly
VT275	2,700 lb	10,051 lbs	450.00	1,350.00	4,000.00
VT320	3,000 lb	11,799 lbs	500.00	1,500.00	4,500.00

Compact Telehandlers					
Model	Lift Cap.	Max Height	Daily	Weekly	Monthly
RSS-19	5,500 lb	19 ft 1 in	450.00	1,350.00	4,000.00

Backhoe Loaders					
Model	Dig Depth	Op. Weight	Daily	Weekly	Monthly
3CX-14	14 ft	18,614 lbs	400.00	1,200.00	3,600.00

Wheel Loaders					
Model	Bkt. Capacity	Op. Weight	Daily	Weekly	Monthly
AL650	1.4 yd ³	9,500 lbs	450.00	1,350.00	4,000.00
AL750	2.0 yd ³	10,919 lbs	475.00	1,400.00	4,250.00
ALT750	2.0 yd ³	12,500 lbs	550.00	1,650.00	4,950.00
838	3.0 yd ³	29,033 lbs	775.00	2,100.00	6,200.00
848H	3.5 yd ³	36,376 lbs	900.00	2,300.00	6,900.00
856	4.2 yd ³	44,423 lbs	1,200.00	3,500.00	11,000.00

Mini Excavators					
Model	Dig Depth	Op. Weight	Daily	Weekly	Monthly
9018	8 ft	4,000 lbs	300.00	900.00	2,700.00
9027	9 ft 4 in	6,063 lbs	315.00	950.00	2,850.00
9035	10 ft 1 in	8,510 lbs	350.00	1,050.00	3,150.00
9051	11 ft 5 in	11,420 lbs	375.00	1,125.00	3,375.00
9057	11 ft 11 in	12,566 lbs	375.00	1,125.00	3,375.00
909	14 ft 11 in	19,180 lbs	415.00	1,245.00	3,735.00

*All LiuGong mini excavators include hydraulic thumbs with the unit

Large Excavators					
Model	Dig Depth	Op. Weight	Daily	Weekly	Monthly
JZ141	19 ft 10 in	33,863 lbs	600.00	1,700.00	5,500.00
913	19 ft 4 in	32,408 lbs	600.00	1,700.00	5,500.00
915	19 ft 6 in	34,400 lbs	950.00	2,850.00	6,350.00
922	20 ft 6 in	50,265 lbs	1,200.00	3,500.00	7,000.00

Pavers					
Model	Paving Width	Op. Weight	Daily	Weekly	Monthly
5000	5-9 ft	13,000 lbs	1,200.00	3,600.00	9,900.00
1000	9-13 ft	11,000 lbs	1,250.00	3,750.00	9,900.00
8500	8-15 ft	18,100 lbs	1,350.00	4,000.00	12,000.00
8510	8-15 ft	17,720 lbs	1,400.00	4,250.00	12,500.00
8520	8-15 ft	21,400 lbs	1,450.00	4,500.00	13,000.00
8608	8-15 ft	21,920 lbs	1,450.00	4,500.00	13,000.00
F1000	10-19 ft	33,400 lbs	2,500.00	6,500.00	18,000.00

Compaction					
Double Drum Rollers					
Model	Drum Width	Op. Weight	Daily	Weekly	Monthly
CC900G	35 in	2,800 lbs	300.00	750.00	2,200.00
CC950D	35 in	3,000 lbs	350.00	900.00	2,700.00
CC1000	39 in	3,700 lbs	400.00	1,200.00	3,500.00
CC1200	47 in	5,700 lbs	450.00	1,400.00	4,200.00
CC1300	51 in	8,600 lbs	475.00	1,500.00	4,500.00
CC1400	54 in	9,500 lbs	600.00	1,600.00	4,800.00
Single Drum Rollers					
Model	Drum Width	Op. Weight	Daily	Weekly	Monthly
CA2500 PD	84 in	22,300 lbs	900.00	2,500.00	6,500.00

Milling					
Model	Drum Width	Op. Weight	Daily	Weekly	Monthly
PL500T	24"	17,000 lbs	1,500.00	4,500.00	13,500.00
BM600/15	24"	17,500 lbs	1,500.00	4,500.00	13,500.00
BM1300/30	51"	44,423 lbs	2,200.00	6,000.00	18,000.00
BM2200/75	85"	76,060 lbs	4,500.00	13,500.00	29,500.00

Attachments					
Description	Compatibility	Notes	Daily	Weekly	Monthly
Bucket	All Products	Additional	150.00	450.00	800.00
Breaker	LEX		500.00	1,400.00	4,000.00
Breaker	BHL		400.00	1,200.00	3,000.00
Breaker	SSL/CTL		300.00	900.00	2,700.00
Forks	SSL/CTL	48 in Pallet	75.00	150.00	400.00
Broom	SSL/CTL	Collector	200.00	650.00	1,950.00
Mill	SSL/CTL	18 or 24 in	425.00	1,250.00	3,700.00

CASEY
EQUIPMENT

(847) 437-8686

www.caseyequipment.com



WEST SIDE TRACTOR SALES



JOLIET T: (815) 730-9011 F: (815) 730-9036
 LISLE T: (630) 355-7150 F: (630) 355-7173
 ROCKFORD T: (815) 961-3160 F: (815) 965-1810
 SO HOLLAND T: (708) 331-6362 F: (708) 331-7334
 WAUCONDA T: (847) 526-7700 F: (847) 526-3565

REMIT TO:
 WEST SIDE TRACTOR SALES
 DEPT. #4570
 P.O. BOX 87618
 CHICAGO, IL 60680-0618
 PHONE (630) 355-7150

Ship to: IN STORE PICKUP

Invoice to: WILMINGTON, CITY OF
 1165 S WATER ST
 WILMINGTON IL 60481-1671

Branch 07 - JOLIET		
Date 03/21/2024	Time 14:23:13 (O)	Page 1
Account No. 4762176815	Phone No. 8154762175	Invoice No.
Ship Via	Purchase Order PO	
Sales Tax License No.	Federal Exemption No.	
F.E.I.N. No. 36-2484344	Salesperson WM	

DESCRIPTION

Description	CONTRACT #: 005940	Amount
	Subtotal:	.00
	TOTAL CHARGE:	.00

QUOTE FOR SKID STEER WITH A 30" WIDE
 COLD-PLANER

 SKID STEER RATE
 \$466/DAY \$1,400/WEEK \$4,200/MONTH
 COLD/PLANER RATE
 \$566/DAY \$1,700/WEEK \$5,100/MONTH
 TOTAL RATE
 \$1,032/DAY \$3,100/WEEK \$9,300/MONTH

4200
 5100

 \$9,300/month
 No Trailer

Will Lessee provide, prior to delivery of the Equipment, a Certificate of Insurance as outlined on page 2, section 4 of this Agreement? Yes ___ No ___ If No, Rental Equipment Protection ("REP") with coverage up to \$500,000 per occurrence and Rental Liability Protection ("RLP") up to \$1,000,000 will be applied to the rental invoice at a cost of 15% of the published rental rate for Equipment outlined above. REP and RLP are not insurance policies.

THIS RENTAL AGREEMENT IS ALSO SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF

LESSEE (Customer) - all new equipment rented hereunder was received with Operators Manuals, and operation and servicing have been explained to me.

LESSOR (Dealer) - The equipment rented hereunder was set up, inspected and if new, adjusted according to factory recommendations before delivery. Operation and servicing have been explained to the Lessee.

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



"Providing The Flow, Above & Below"

Quote
1192302-00

Entered Date 4/29/24	Entered By BB01	Customer # 1054	Sales Rep Phil Donelson
PO #		Expires Date 5/29/24	Page # 1

Bill To
City of Wilmington*
1165 S Water Street
Wilmington, IL 60481

Ship To
City of Wilmington*
1165 S Water Street
Wilmington, IL 60481

Correspondence To
Utility Pipe Sales
11802 N Green River Rd
Evansville, IN 47725

Phone: 800-234-7471
Fax: 812-867-7476
Web: www.utilitypipesales.com

Instructions

Freight Terms -	Via Best Way	Shipped	WH 002	Terms NET 30 DAYS
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Notes

Line	Product and Description	Order Quantity	UM	Unit Price	Extension
1	ME1ZSUR07USNIC 1" ULTRASONIC WATER METER, USG W/NICOR PLUG	50.00	EA	\$169.51	\$8,475.50
2	ME53ZSUR02USNIC 5/8" x 3/4" ULTRASONIC W ATER METER, USG W/ NICOR	150.00	EA	\$154.93	\$23,239.50
3	MPMIUN STEALTH READER, B4D2 PHY FR W/3'CABLE, NICOR CONN	200.00	EA	\$140.00	\$28,000.00
4	MPMIUBOX STEALTH RADIO HOUSE BOX	200.00	EA	\$9.00	\$1,800.00
5	N-PA-520-P 3/4 POLY WASHER	100.00	each	\$0.27	\$27.00
6	N-PA-522-P 1" POLY WASHER	300.00	each	\$0.30	\$90.00

Line	Product and Description	Order Quantity	UM	Unit Price	Extension
6	Lines Total				Subtotal \$61,632.00
					Taxes \$0.00
					Total \$61,632.00

GENERAL CONDITIONS:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER, AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS QUOTATION. UTILITY PIPE SALES RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURE LEAD TIME. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURE LEAD TIME MAY BE SUBJECT TO PRICE INCREASES.

RETURNS:

ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE. SPECIAL ORDERS OR NON-STOCK GOODS MAY ONLY BE RETURNED IF THE MANUFACTURE IS WILLING TO ACCEPT THE RETURN AND BUYER AGREES TO REIMBURSE UTILITY PIPE SALES FOR ANY RESTOCKING FEES OR FEIGHT EXPENSE CHARGED BY MANUFACTURE. THE BUYER MAY RETURN ANY GOODS WHICH UTILITY PIPE SALES STOCKS, AND WHICH IS NOT A SPECIAL-ORDER ITEM IF: (1) IT IS IN NEW CONDITION, SUITABLE FOR RESALE IN ITS UNDAMAGED ORIGINAL PACKAGING AND WITH ALL ORIGINAL PARTS, AND (2) IT HAS NOT BEEN USED, INSTALLED, MODIFIED, REBUILT, ALTERED OR DAMAGED.



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **City of Wilmington**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

- Category 1: Cellular Wireless Services
- Category 2: Equipment and Accessories
- Category 3: Turnkey Wireless and IoT Solutions offered as a Product
- Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise)

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **Not Applicable.**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

- This PA; and
- The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

NASPO ValuePoint



PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	
Email:	David.Bezzant@T-Mobile.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES
 Led by the state of Utah

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

Participating Entity:

Name:	City of Wilmington/James Gretencord, Director of Public Works
Address:	1165 S Water St, Wilmington Illinois, 60481
Telephone:	779-801-2127
Fax:	
Email:	jgretencord@wilmington-il.com

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: City of Wilmington	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name: James Gretencord	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative

[Additional signatures may be added if required by the Participating Entity]



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

***Contractor - email a fully executed PDF copy of this document
to: PA@naspovaluepoint.org***

***To support documentation of participation and posting
in appropriate databases***



party and equipment rental

Lee's Rental
 Billing Address:
 6 Rockne Drive
 Manteno, IL 60950
 Shop Address:
 275 north grove street
 Manteno, IL 60950
 708 2970556
 815 4688830
gam1981@comcast.net

Bill To **City of
 Wilmington**

Make all checks payable
 to Lee's Rental

*Thank you for your
 business!*

	20 x 20 tent with solid sidewalls for band to get ready in tent is able to be staked in the ground	<u>430.00</u>
	Tent lights	<u>35.00</u>
	10 high top tables	<u>80.00</u>
Invoice 5720		
6/28/24		
	Total due:	<u>545.00</u>

CONTRACT

THIS AGREEMENT, made and entered into this 10th day of May, 2024, by and between **Laser Encore**, located at 14210 10th St. N. Stillwater MN 55082 and **City of Wilmington** 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 Catfish Days 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.



City of Wilmington, 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



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 The City of 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.

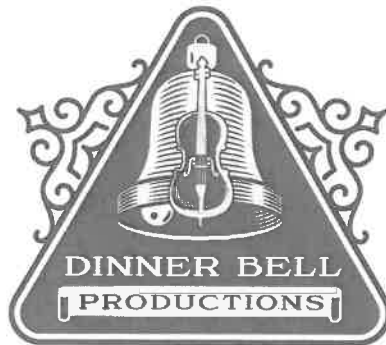
Rick Lindy Schwartz
(Artist)

Rick Lindy Schwartz

Signed 1/10/2024

The City of Wilmington IL
(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

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 _____



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, 1165 S Water St, Wilmington, IL 60481 (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

City of Wilmington
1165 S Water St, Wilmington, IL, 60481,
United States

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

CONTRACT Agreement Between

Miller's Petting Zoo
20531 E. 700th St.
Geneseo, IL. 61254
(309)949-2607

And
City of Wilmington
1165 S Water St.
Wilmington, IL.
815.476.2175 - Nancy

Cell 309-738-7743

Miller's Petting Zoo can provide Certificate of General Liability Insurance with combined single limit of \$2,000,000. Miller's Petting Zoo will also provide reasonable cleaning of zoo area during and after your event.

2nd Party will provide access to water and reasonable security of animals and equipment if left overnight.

For Following Date: Saturday July 27th, 2024
Times: 1-5pm

At This Address/Location: Il. Rt. 53 & N. Park Street Wilmington, IL

For Amount of: \$1800.00
Due July 27th, 2024

Additional Agreements/Comments—Once contract is signed and date is booked there will be no cancellation and full payment is due. There will be a 10% surcharge if payment is not made on date above. If additional insured is required, a \$100.00 fee will be charged.
Millers will be allowed to sell feed at \$1.00 per cup.

Signed: *Dennis Rushing*

Date: 4/20/2024

And _____ Title _____ Date _____

Name and Cell phone # for day of event contact. __Kirsten 779.230.0572

INVOICE

CROSTOWN EXOTICS

Description	Quantity	Unit Price	Cost
Reptile Show	1	\$350.00	\$350.00
City of Wilmington 1165 S Water St Wilmington, IL 60481	0	\$0.00	\$0.00
Friday, July 26th. 6-7pm	0	\$0.00	\$0.00
	Travel fee	\$0.00	\$50.00
<i>Please make the check out to Crosstown Exotics</i>			
		Subtotal	\$400.00
Invoice #2024	Tax	0.00%	\$0.00
Invoice Date:5/14/2024		Total	\$400.00

Thank you for your business.

Sincerely,

Colin Langenderfer

Crosstown Exotics

18839 Leila Dr. Mokena, Illinois 60448



Traveling Reptile & Bug Show

RESOLUTION NO. 2024-06

A RESOLUTION AUTHORIZING A JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGE OF CHANNAHON AND THE CITY OF WILMINGTON

WHEREAS the City of Wilmington (“Wilmington”) is a municipal corporation; and

WHEREAS, the Village of Channahon (“Channahon”) is a home-rule municipal corporation; and

WHEREAS, Channahon and Wilmington have each adopted official plans; and

WHEREAS Channahon and Wilmington each desire to adopt a jurisdictional boundary line between the municipalities; and

WHEREAS, in determining the location of the jurisdictional boundary line, Wilmington and Channahon each considered the natural flow of stormwater and have included all tracts under common ownership within the jurisdiction of one municipality or have not assigned it to either municipality; and

WHEREAS, the jurisdictional boundary line set forth in the Agreement does not conflict with the jurisdictional boundary line that each Village has with other municipalities; and

WHEREAS, Channahon and Wilmington have each provided notice of this proposed Jurisdictional Boundary Line Agreement by:

1. Posting notice for not less than fifteen (15) consecutive days at the same location where municipal Board Meetings are posted; and
2. Publishing the Notice in at least one occasion in a newspaper in general circulation within the territory which is subject to the proposed agreement; and

WHEREAS, at least 30 and not more than 120 days have passed since the newspaper notice was given prior to the formal approval of the Agreement; and

WHEREAS Wilmington and Channahon are authorized to enter into this Agreement pursuant to the Illinois Municipal Code (65 ILCS 5/11-12-9); the Illinois Constitution (Article 7, Section 10) and their authority under the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Wilmington Will County, Illinois in the exercise of its statutory, constitutional and other powers as follows:

SECTION 1. AGREEMENT APPROVED AND ADOPTED

The Jurisdictional Boundary Line Agreement in substantially the form of Exhibit A attached hereto is hereby approved and adopted. The Mayor is authorized and directed to execute the Agreement and the City Clerk shall attest to the Mayor’s signature.

SECTION 2. SEVERABILITY

Each Section and part hereof of this Resolution is deemed to be severable and should any section or part hereof be held invalid or constitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this resolution.

SECTION 3. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval.

SECTION 4. REPEALER

All Resolutions or parts of Resolution in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed.

PASSED this 21th day of May 2024 with members voting aye, members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

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

Approved this 21st day of May 2024



Attest:

Ben Dietz, Mayor

Joie Ziller, Deputy City Clerk

**INTERGOVERNMENTAL BOUNDARY LINE
AGREEMENT BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND THE
VILLAGE OF CHANNAHON, ILLINOIS**

THIS AGREEMENT, made and entered into this _____, day of _____, 2024 by and between the CITY OF WILMINGTON, Will County, Illinois ("Wilmington") and the VILLAGE OF CHANNANON, Grundy County and Will Counties, Illinois ("Channahon"),

WITNESSETH:

WHEREAS, Wilmington and Channahon are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/11-12-9), authorizes corporate authorities of municipalities to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and

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

WHEREAS, unincorporated territory lies within one and one-half miles of the boundaries of Wilmington and Channahon; and

WHEREAS, Wilmington and Channahon have each adopted official comprehensive plans regarding the development of portions of that unincorporated territory; and

WHEREAS, developments under way or in various stages of planning are creating growth opportunities in and near the unincorporated territory lying between Wilmington and Channahon; and

WHEREAS, Wilmington and Channahon and their respective citizens are vitally affected by such concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the municipalities will be benefited by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, Wilmington and Channahon have determined that there exists a need and a desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, Wilmington and Channahon, after due investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and

WHEREAS, Wilmington and Channahon have determined that the observance of the boundary line in future annexations by the two municipalities will serve the best interests of the two communities; and

WHEREAS, Channahon is a home rule municipal corporation under and by virtue of the Constitution of the State of Illinois; and

WHEREAS, Wilmington and Channahon have authorized, by resolution, the execution of this Agreement as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution and laws of the State of Illinois;

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the further consideration of the recitals hereinabove set forth, it is hereby agreed between Wilmington and Channahon as follows:

1. BOUNDARY LINE.

(a) Wilmington and Channahon agree that in the unincorporated area lying between and near the two municipalities, the boundary line for annexation, governmental planning, subdivision control, official maps, ordinances, and other municipal purposes shall be as is depicted on the map attached hereto as **EXHIBIT A** and further as legally described in **EXHIBIT B**, both of which are hereby incorporated herein and made a part of this Agreement.

(b) That portion of the unincorporated territory lying north and west of the boundary line shall be within the Channahon jurisdictional area ("Channahon Jurisdictional Area"), as shown on Exhibit A. The Channahon Jurisdictional Area, along with all of the territory within the corporate limits of Channahon from time to time, shall be within the Channahon territory ("Channahon Territory").

(c) That portion of the unincorporated territory lying south and east of the boundary line shall be within the Wilmington jurisdictional area ("Wilmington Jurisdictional Area"), as shown on Exhibit A. The Wilmington Jurisdictional Area, along with all of the territory within the corporate limits of Wilmington from time to time, shall be within the Wilmington territory ("Wilmington Territory").

2. **JURISDICTION.**

(a) With respect to property located within the Wilmington Jurisdictional Area (as depicted on **EXHIBIT A**), Channahon agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(b) With respect to property located within the Channahon Jurisdictional Area (as depicted on **EXHIBIT A**), Wilmington agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(c) Wilmington agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, zoning authority, or subdivision control authority within the Channahon Jurisdictional Area, except in a manner consistent with this Agreement.

(d) Channahon agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, zoning authority, or subdivision control authority within the Wilmington Jurisdictional Area, except in a manner consistent with this Agreement.

3. **SUBDIVISION CONTROLS.**

In the event that either municipality's subdivision control authority cannot be exercised within its designated area because the municipality is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of that subdivision, then, in those events, the municipality located within one and one-half miles of a proposed subdivision hereby transfers its subdivision control authority to the other municipality pursuant to Section 10,

Article VII, of the Constitution of the State of Illinois of 1970. In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited by law, then, if either municipality cannot exercise its subdivision control within its designated area because it is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of the subdivision, then the latter municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement.

4. **ANNEXATION ISSUES.**

(a) Both Wilmington and Channahon acknowledge and agree that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters set out in the recitals to this Agreement.

(b) Each municipality shall actively oppose any attempt to effectuate a voluntary or involuntary annexation initiated by a third party to have territory annexed to its respective municipality which annexation would have the effect of changing the boundaries established under this Agreement.

(c) Each municipality hereby agrees that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future, for territory located within such other municipality's Territory.

(d) For unincorporated territory that is located on either side of the boundary line and that will be annexed to the designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway.

(e) Each municipality agrees that with respect to any roadways that are or are deemed to be located within that municipality's territory pursuant to this Agreement, that municipality shall, to the extent it has

jurisdiction to do so, authorize the reasonable use of the right-of-way of such roadway and grant non-exclusive easements for the installation by the other municipality of water, sanitary sewer, and utility service facilities, storm sewer mains and appurtenant public improvements. Each municipality agrees that it may assign its non-exclusive easement rights to any other unit of local government that may provide water, sanitary sewer, or storm sewer service to territory within the easement grantee's territory designated under this Agreement.

(f) The parties recognize the practical problems of providing required municipal services for roadways that are located on the boundary line. To that end, the parties agree that further cooperative agreements may be developed to provide police and other municipal services, including capital improvements, to roadways that are located on the boundary line.

5. GENERAL IMPLEMENTATION.

(a) The parties hereto agree to cooperate and take all steps reasonably practical to achieve any appropriate modification of the postal service boundary, the local access telephone service area code, and the Emergency 911 telephone service area, to conform to the boundary defined under this Agreement.

6. STATUTORY OBJECTIONS.

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings that have been presented to the corporate authorities of Will or Grundy Counties and that are within one and one-half miles of either municipality's corporate limits and within the objecting municipality's Jurisdictional Area.

7. **WAIVER OF ANNEXATION CHALLENGES.**

Each municipality agrees that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within the other municipality's designated area as depicted in **EXHIBIT A.** The parties further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current, or future annexations within the other municipality's designated area.

8. **EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES.**

This Agreement shall be binding upon and shall apply only to the legal relationship between Wilmington and Channahon. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either Wilmington and Channahon insofar as such shall affect any municipality which is not a party to this Agreement.

9. **AMENDMENT OF AGREEMENT.**

Neither Wilmington nor Channahon shall either directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of the corporate authorities of both municipalities.

10. **SEVERABILITY.**

If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

If to Channahon: Village Clerk
24441 West Eames
Channahon IL 606410
Village President

With a copy to:

15. WAIVER

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

16. PRESUMPTION.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

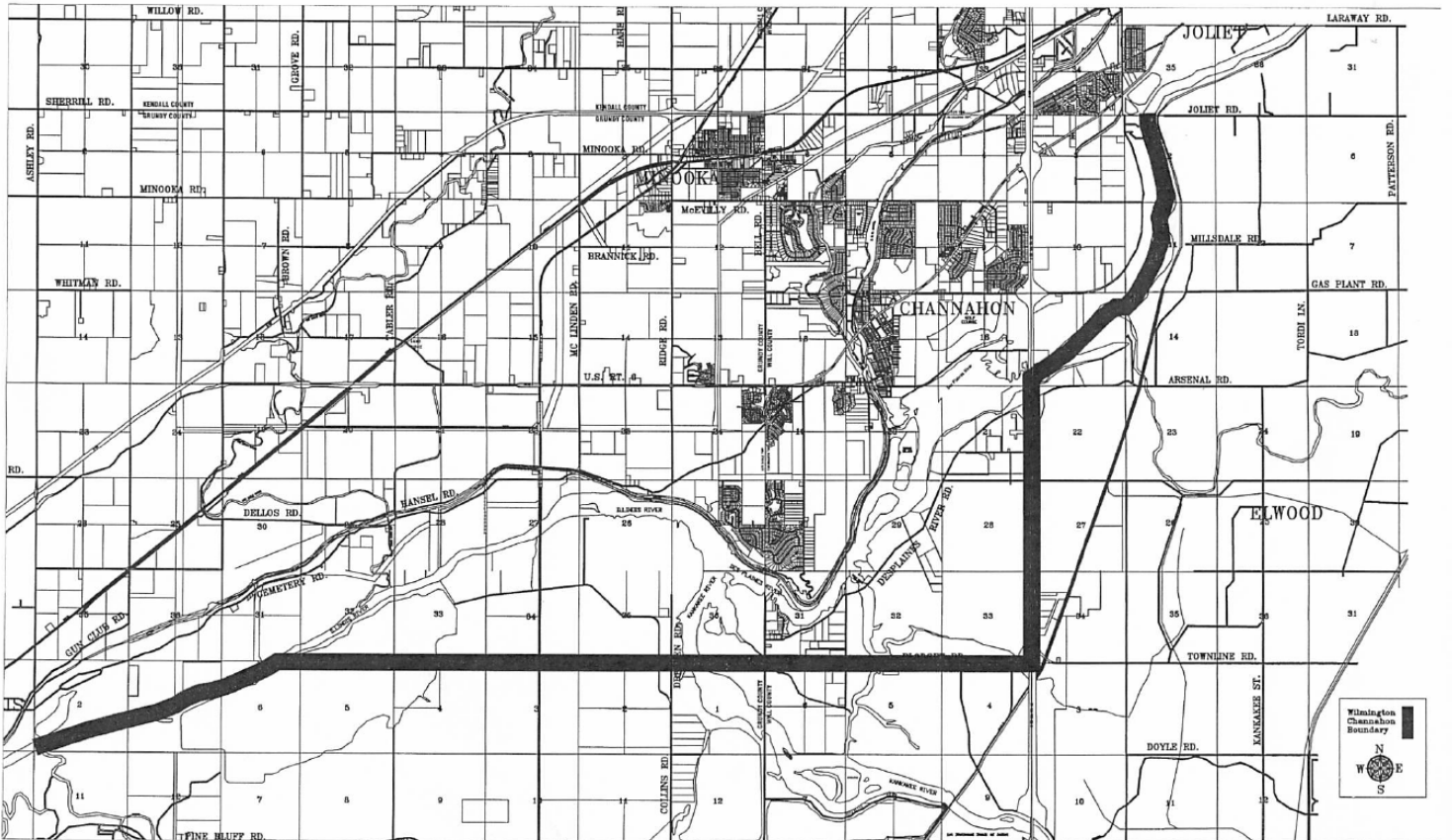
17. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

18. GOOD FAITH, COOPERATION, AND DUE DILLIGENCE.

The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

Exhibit A






MEMO

Date: May 15, 2024

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Department Directors
City Attorney

Re: Motion to Approve Ordinance 24-05-21-01, Repealing and Replacing Chapter 46 of the City of Wilmington Code of Ordinances regulating Cost Recovery

Budget Impact: N/A

History: Last fall a resident applied for a building permit for concrete work that he would be completing himself. Staff and the building inspector worked with the resident to guide him through the process and help him produce plans in accordance with approved building codes.

The resident completed the work but did not pick up or pay for the permit. As I was reviewing the City Code for work without permit, I wanted to ensure that we had language in the municipal code that permitted collection of the fines.

Chapter 46 does authorize staff to collect fines and provides term of payment language for failure to pay. Specifically, the costs recoverable include the following:

- (A) whenever such costs are actually incurred by the city in reviewing for approval a petition or an application for annexation, subdivision, zoning amendment, variation, conditional use, special use, building permit, liquor license, or other license or permit required by law and issuable by the city; or
- (B) whenever such costs are actually incurred by the city in reviewing and analyzing a development proposal, which has not yet reached the formal petition or application stage, or an economic incentive request.

However, the current code contains a Scribner's error that references a section that does not exist (see language below).

46.04 Failure to pay.

Failure of the applicant/petitioner or proposed developer/developer to pay, as specified in Section ~~16~~46.03 above, or in accordance with the terms of the agreement to reimburse costs

referenced in Section ~~16~~-46.03 above, if entered into, shall entitle the city to withhold indefinitely the granting of the relief sought and/or the issuance of the permit or license, to withhold indefinitely the issuance of the next subsequent permit or license sought by the applicant/petitioner or proposed developer/developer, or to withhold indefinitely the next subsequent relief sought by the applicant/petitioner or proposed developer/developer in relation to the property that was the subject of the application/petition or development proposal/economic incentive request.

This Ordinance repeals and replaces the current Chapter 46 and corrects the Scribner’s error.

Staff Request: Staff has reviewed the ordinance and is in favor of the language before you. Staff respectfully requests your consideration of the same and a motion to:

- **Approve Ordinance 24-05-21-01, Repealing and Replacing Chapter 46 of the City of Wilmington Code of Ordinances regulating Cost Recovery as presented**

ORDINANCE NO. 24-05-21-01

AN ORDINANCE AMENDING THE CITY OF WILMINGTON CODE OF ORDINANCES AS IT PERTAINS TO CHAPTER 46 COST RECOVERY

WHEREAS, the City of Wilmington (hereinafter referred to as the “City”) is a non-home rule Illinois municipal corporation; and

WHEREAS, the City is committed to protecting the health, safety, and welfare of the residents within the City; and

WHEREAS, the City incurs fees administratively processing and reviewing annexation and other development or zoning requests, building permits and contracting for the review of building permits, liquor license applications, and video gaming license applications; and

WHEREAS, Chapter 46 of the City of Wilmington Code of Ordinances currently provides for the cost recovery of certain administrative fees, but the City finds that it is in the best interest of the City and its residents to amend and update the Chapter 46as set forth below.

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 Chapter 46 of City of Wilmington Code of Ordinance be deleted in its entirety and replaced by the following:

Chapter 46 COST RECOVERY

46.01 Costs to be recovered.

The costs as described in Section 46.02 below shall be:

- (A) Recoverable and paid by the applicant/petitioner whenever such costs are actually incurred by the city in reviewing for approval a petition or an application for annexation, subdivision, zoning amendment, variation, conditional use, special use, building permit, liquor license, or other license or permit required by law and issuable by the city; or

- (B) Recoverable and paid by the proposed developer/developer whenever such costs are actually incurred by the city in reviewing and analyzing a development proposal, which has not yet reached the formal petition or application stage, or an economic incentive request.

46.02 Costs defined.

Costs shall be those for which the city receives an invoice, statement or receipt from a third party and shall include, but not be limited to: legally required public notice expenses, court reporter and transcript fees, legal document recordation expenses, professional consultation fees such as, but not limited to, legal, planning, engineering, traffic, financial and other disciplines necessitated by the project. Fees shall also include, but are not limited to all documented administrative/staff time associated with review, analysis, discussion, meetings, inspections, planning and other work or services performed on behalf of the city in conjunction with the project as required by the Code of Ordinances of the City of Wilmington.

(Ord. 17-08-15-01, passed 8-15-17)

46.03 Payment.

Payment shall be due upon the issuance of the applicable permit or license, upon approval of the requested relief or within 30 days of issuance of a statement of expense by the city when no permit or license is issued or the relief sought is not granted.

Notwithstanding the foregoing, the city staff is hereby authorized to enter into an agreement with a proposed developer/developer, relative to a particular development proposal and/or economic incentive request, as referenced in Section 46.01 (B) above, pursuant to which the proposed developer/developer shall deposit with the city an agreed upon amount, relative to the anticipated costs (as defined in Section 46.02 above) to be incurred by the city in regard to reviewing and analyzing said development proposal and/or economic incentive request.

(Ord. 17-08-15-01, passed 8-15-17)

46.04 Failure to pay.

Failure of the applicant/petitioner or proposed developer/developer to pay, as specified in Section 46.03 above, or in accordance with the terms of the agreement to reimburse costs referenced in Section 46.03 above, if entered into, shall entitle the city to withhold indefinitely the granting of the relief sought and/or the issuance of the permit or license, to withhold indefinitely the issuance of the next subsequent permit or license sought by the applicant/petitioner or proposed developer/developer, or to withhold indefinitely the next subsequent relief sought by the applicant/petitioner or proposed developer/developer in relation to the property that was the subject of the application/petition or development proposal/economic incentive request.

(Ord. 17-08-15-01, passed 8-15-17)

**EXHIBIT A
AGREEMENT TO REIMBURSE COSTS**

Date:	Applicant:	
	Affected Property:	P.I.N.: ____ - ____ - ____ - ____

Recitals

WHEREAS, Applicant has requested that the City of Wilmington, Illinois (the "City") undertake selected third-party consultant services prior to the City's formal consideration of a development proposal and/or in relation to an economic incentive request; and

WHEREAS, Section 46.01 of the Wilmington City Code identifies third party consultant costs as being "recoverable and paid by the proposed developer/developer whenever such costs are actually incurred by the City in reviewing and analyzing a development proposal, which has not yet reached the formal petition or application stage, or an economic incentive request"; and

WHEREAS, the City and the Applicant deem it to be of mutual benefit to provide for said third party consultant services, prior to the City's formal consideration of a development proposal and/or in relation to an economic incentive request, to help ensure that both the City and the Requestor have the best information available prior to formal consideration of the development proposal and/or the economic incentive request; and

WHEREAS, the City would not undertake the requested Services unless the City was being reimbursed for the cost thereof by the Applicant.

NOW, THEREFORE, BASED ON THE FOREGOING, THE MUTUAL PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE CITY AND THE APPLICANT, IT IS HEREBY AGREED BETWEEN THE APPLICANT AND THE CITY AS FOLLOWS:

Section One: Applicant Promise to Reimburse. Applicant agrees to reimburse the City for all of the costs of the third-party consultants retained by the City, relative to the Services. While the City agrees to exercise reasonable control over its incurrence of costs, in regard to the Services, it does not commit that its costs will be less than a particular sum. Reimbursement of costs as defined in Section 46.02 incurred by the City, relative to the Services, shall be made to the City not later than thirty (30) days following the Applicant's receipt of a copy of the third-party consultant's statement relative to the Services.

Section Two: Prepayment of Costs. This Agreement shall be null and void unless the Applicant, within three (3) days after the date of this Agreement, pays to the City the Prepayment stated above. This is to guarantee reimbursement to the City, but does not replace the obligations of Section 3 above. In regard to the payment obligation set forth in Section 3 above, the City may draw upon the Prepayment for reimbursement of the costs incurred by the City relative to the Services.

At such time as the funds on hand as deposited by the developer are less than fifty percent (50%) of the original amount indicated herein, the applicant, upon written notice from the city, shall deposit with the City an additional sum of funds such that remaining funds on hand are equal to the minimum security amount as indicated herein.

SIZE OF DEVELOPMENT	SECURITY
Single Lot - Five acres or less	\$500.00
Five to Ten Acres	\$3,000.00
Eleven to Ninety-Nine Acres	\$8,000.00
100 Acres or More	\$10,000.00

Section Three: Payment. The City shall provide the applicant with timely invoices itemizing the fees and the work performed. The Applicant shall pay to the City within thirty (30) days of the date of the invoice from the City. If the Applicant does not pay the statement within the thirty (30) day period, interest shall accrue on the unpaid balance at the rate of eighteen percent (18%) per annum. The City may also, following written notification to the Applicant, directing that all professional staff and City officials cease work on the project until the invoice is paid in full. If the applicant has progressed to the stage where building or occupancy permits are being issued, such permits may be withheld until all fees are paid to the satisfaction of the City.

Section Four: Cooperation. The Applicant will provide reasonable cooperation to the City, its officials and independent professional staff with respect to the review of its project and Applicant's performance thereunder.

Section Five: Representation of City Only. The applicant acknowledges that the independent professional staff or consultants solely represent the City and its interests, and do not represent the applicant.

Section Six: Conflict. If the terms and provisions of this agreement conflict with any ordinance of the City or agreement between the parties, the terms and provisions of the professional Fee Agreement shall supersede, set and control any other terms or provisions.

Section Seven: Attorney Fees. In the event any suit or action is brought to enforce or otherwise affect this agreement or any of its provisions, the applicant shall pay the City's attorney and expert witness fees, costs and expenses associated with such litigation.

Section Eight: Severability: the invalidity of any paragraph or subparagraph of this Agreement shall not impair the validity or any other paragraph or subparagraph. If any provision of the Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified by such court.

Section Nine: Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations, warranties, or understandings oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless by written instrument.

Section Ten: Counterparts. This agreement may be signed in counterparts by facsimile or otherwise as commercially reasonable to signify the party's acceptance of the Agreement.

IN WITNESS THEREOF, the City of Wilmington has caused this agreement to be duly executed by the Mayor, attested to by the City Clerk, and its corporate seal affixed thereto, all in accordance with and pursuant to due authority vested in them by the City Council of the City of Wilmington, and applicant has heard and affixed his/her hand and seal, all as of the date and year first written above.

APPLICANT

CITY OF WILMINGTON
An Illinois Municipal Corporation

BY:

BY:

ATTEST

ATTEST

BY:

BY:

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

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

PASSED this 21th day of May 2024 with members voting aye, members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

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

Approved this 21st day of May 2024



Attest:

Ben Dietz, Mayor

Joie Ziller, Deputy City Clerk

112.06 Classification of licenses—Fees.

(A) Licenses are divided into classes as follows:

- (1) (a) Class A licenses shall authorize the retail sale on the specified premises of alcoholic liquor only for consumption on the premises. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility. Notwithstanding the foregoing, the Class A license shall allow for the retail sale of alcoholic liquor for off premises use in a dollar amount no greater than 25 percent of the dollar amount of the premises' gross alcoholic beverage sales.
- (b) Class A-1 licenses shall authorize the retail sale on the specified premises of craft beers and wines only for consumption on the premises. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility. Notwithstanding the foregoing, the Class A-1 license shall allow for the retail sale of craft beer and wine for off premises use in a dollar amount no greater than 60% of the dollar amount of the premises' gross craft beer and wine sales.
- (2) (a) Class B license shall authorize on the specified premises (i) the retail sale of alcoholic liquor for consumption off the specified premises and (ii) the sale of alcoholic liquor for limited consumption on premises when dispensed in glasses which can hold no more than eight ounces and the premises shall not dispense more than 16 ounces of beer, 12 ounces of wine, or 2 ounces of spirits to any person in a single day. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility.
- (b) Class B-1 licenses shall authorize the wholesale and retail sale on the specified premises of beer and wine but the beer and wine sold shall not be for consumption on the specified premises where sold. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility. If the sale of alcoholic liquor is conducted on premises which are utilized primarily for other retail sales activity, the display of liquor shall be confined to a liquor display area as approved by the liquor commissioner. The liquor display area shall generally be a designated portion of the premises which includes all liquor. In particular, but without limitation, there shall be no aisle displays, or stocking of liquor in any public area of the establishment, except in the approved liquor display area. Any changes to the location or size of the liquor display area shall be approved by the liquor commissioner. The licensee shall cause a sign advising that the area is closed to be conspicuously posted within the liquor display area during those hours that liquor sales are prohibited. In order to qualify for a B-1 license an applicant's alcohol and tobacco sales cannot constitute greater than 50% of the premises' gross sales.
- (c) Class B-2 shall authorize on the specified premises (i) the retail sale of beer and wine for consumption off the specified premises and (ii) the sale of beer and wine for limited consumption on premises when dispensed in glasses which can hold no more than eight ounces and the premises shall not dispense more than 16 ounces of beer or 12 ounces of wine to any person in a single day. The annual fee for the license shall be \$800 payable in two semiannual installments of \$400 each; the installments shall be due on May 1 and November 1 of each year. No sale of alcoholic liquor shall be permitted in a drive-up or drive-thru or other similar facility.

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- (3) (a) Class C licenses shall authorize the retail sale of alcoholic liquor upon the specified premises only to members and guests when accompanied by members and shall be issued only to clubs as defined by the Illinois Liquor Control Act, to local lodges of national fraternal organizations, and to other bona fide fraternal pleasure and social associations not organized primarily for the sale or consumption of alcoholic liquor. The annual fee for the license shall be \$400 per year payable in two semiannual installments of \$200 each; the installments shall be due on May 1 and November 1 of each year.
- (b) At the time any application for a Class C license or a renewal thereof is made, the secretary of the organization shall furnish a sworn statement of the number of members as of the date of the application. The affidavit shall be attached to and made a part of the application for license or renewal.
- (c) The aggregate number of Class C licenses to be issued and in effect in the city at any one time shall not exceed two in number.
- (4) (a) Class D licenses shall authorize the retail sale of alcoholic liquor in restaurants only for consumption on the premises in accordance with and only in places where the licensed establishment can keep and maintain at all times during the license term, all of the terms and conditions of a restaurant as defined in Section 112.02 of this chapter.
- (b) The annual fee for a Class D license shall be \$700 per year payable in two equal installments, the first of which shall be deposited with the application for license and thereafter the license fee shall be paid one-half on May 1 and one-half on November 1 of each year.
- (c) Class D-1 licenses shall authorize the retail sale of beer and wine in restaurants, service bar only, only for consumption on the premises in accordance with and only in places where the licensed establishment can keep and maintain at all times during the license term, all of the terms and conditions of a restaurant as defined in Section 112.02 of this chapter.
- (d) The annual fee for a Class D-1 license shall be \$700 per year payable in two equal installments, the first of which shall be deposited with the application for license and thereafter the license fee shall be paid one-half on May 1 and one-half on November 1 of each year.
- (5) (a) Class E licenses shall authorize the sale of alcoholic liquor by civic, charitable, governmental, or other not-for-pecuniary-profit organizations on specified premises or within an area specifically designated in the license for no longer than a period of 24 hours. Class E licenses shall be available only to such organizations whose offices are located within the city.
- (b) The fee for the issuance of a Class E license for the period allowed shall be \$25 per day.
- (c) The application for a Class E license shall be made to the liquor commissioner under oath, accompanied by the required fee, and shall contain such information and be in such form as may be required by the liquor commissioner. The liquor commissioner shall determine, in his sole determination, whether it is in the best interests of the city to issue such a license.
- (d) All of the other terms, conditions and provisions of this chapter shall be applicable to the issuance of a Class E license, except as specifically provided in this subsection (5), and also except that the restrictions under Sections 112.15 and 112.18 may be waived by the local liquor commissioner when the license is issued for the premises owned or occupied by the civic, charitable, governmental, or other not-for-pecuniary-profit organization.
- (e) Any license issued as a Class E license shall be subject to the following conditions and restrictions:
1. The area operated for sale of alcoholic liquor under a Class E license shall require the same to be adequately fenced with a snow fence of no less than four feet in height or in a defined area or space within a building.

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2. The area licensed shall have one or more entrances (not to exceed four in number) of not more than five feet in width each.
 3. No person under the age of 21 years shall enter a licensed premises, except in cases where a licensee is selling food; and in that event, a person under the age of 21 years, when accompanied by his parents or legal guardian, may enter the licensed premises with the parent or legal guardian and remain there with the parent or legal guardian until 9:00 p.m. After 9:00 p.m., no person under the age of 21 years shall be allowed in the licensed premises. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce the time limits set above and to remove persons under the age of 21 years from the licensed premises after 9:00 p.m.
 4. No person under the age of 21 years shall be allowed to consume, purchase, or possess any alcoholic liquor in the licensed premises. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce this age provision by providing a responsible person or persons to check and establish the age of each person consuming alcoholic liquor within the licensed premises.
 5. Any violation of this section, state law, or other local ordinance, or any disorder, fighting, or lewd operations shall result in the suspension of the license issued pursuant to this subsection (5), in addition to any other penalty as provided by law.
- (6) (a) Class F licenses shall authorize the retail sale of bottled wine in its original container on specified premises or within an area specifically designated in the license for those businesses where the sale of the bottled wine is an incident to the merchandise generally offered for sale on the premises.
- (b) The wine sold shall not be for consumption on the specified premises where sold. The fee for the issuance of a Class F license shall be \$200.
 - (c) The application for a Class F license shall be made to the liquor commissioner under oath, accompanied by the required fee, and shall contain such information and be in such form as may be required by the liquor commissioner. The liquor commissioner shall determine, in his sole determination, whether it is in the best interests of the city to issue such a license.
 - (d) All of the other terms, conditions and provisions of this chapter shall be applicable to the issuance of a Class F license, except as specifically provided in this subsection (9), and also except that the restrictions under Section 112.18 may be waived by the local liquor commissioner.
 - (e) Any license issued as a Class F license shall be subject to the following conditions and restrictions:
 1. The display of liquor shall be confined to a liquor display area as approved by the liquor commissioner. The liquor display area shall generally be a designated portion of the premises which includes all liquor. In particular, but without limitation, there shall be no aisle displays, or stocking of liquor in any public area of the establishment, except in the approved liquor display area. Any changes to the location or size of the liquor display area shall be approved by the liquor commissioner. The licensee shall cause a sign advising that the area is closed to be conspicuously posted within the liquor display area during those hours that liquor sales are prohibited. In order to qualify for a F license an applicant's alcohol and tobacco sales cannot constitute greater than 25% of the premises' gross sales.
 2. The total number of wines available shall not exceed 12.
 3. The area licensed shall have one or more entrances (not to exceed four in number) of not more than five feet in width each.
 4. No person under the age of 21 years shall be allowed to consume, purchase, or possess any alcoholic liquor in the licensed premises. It shall be the responsibility of the licensee,

operator, and employees of the licensee to enforce this age provision by providing a responsible person or persons to check and establish the age of each person consuming alcoholic liquor within the licensed premises.

5. Any violation of this section, state law, or other local ordinance, or any disorder, fighting, or lewd operations shall result in the suspension of the license issued pursuant to this subsection (6), in addition to any other penalty as provided by law.
- (7) (a) Class G licenses shall authorize the retail sale and dispensing of alcoholic liquor for consumption at an outdoor sporting/entertainment facility of the licensed premises, and within the building of the licensed premises at or over a bar or bars, service bar or bars and at tables for businesses operating as a banquet facility for private parties scheduled in advance including, but not limited to, wedding receptions, political and charitable fund-raisers, club gatherings, sports banquets, anniversary parties, reunions, holiday parties, appreciation gatherings, company parties and similar events.
 - (b) The aggregate number of Class G licenses to be issued and in effect in the city at any one time shall not exceed one in number.
 - (c) The annual fee for a Class G license shall be \$1,900 payable in two semiannual installments of \$950 each. One-half of the first installment shall be deposited with the application for license, the balance of the annual fee is to be due and payable on November 1 following and thereafter the license fee shall be paid one-half on May 1 and one-half on November 1 of each year.
 - (8) Class H licenses shall authorize the licensee to sell alcoholic liquor to its patrons and guests by the drink, for consumption in the clubhouse and on the golf course, and not for resale in any form. The license shall only be available for premises defined as "golf course/clubhouse" herein which has a minimum of 100 total acres for an 18-hole or greater course or a minimum of 50 total acres for a nine-hole course. "Golf course/clubhouse" means a public or private golf course with a clubhouse having a facility used, kept and maintained as a place where food is served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein of sufficient number and kind, employees to prepare, cook and serve suitable food for its guests. The annual fee for a Class H license shall be \$800 payable on May 1 of each year.
 - (9) Class I. During authorized hours of business, Class I-1 or I-2 licensee may offer for onsite consumption samples of beer and/or cider brewed or manufactured on the licensed premises by the licensee and permitted to be sold pursuant to this classification. Licensees shall not provide more than three (3) free samples; no single serving of beer or cider shall exceed two (2) ounces. Said tasting shall be for the purpose of disseminating product information and education with consumption of beer being an incidental part of the presentation. Sampling shall be under the supervision of the license holder or duly authorized agent and be conducted in a manner which will confine the consumption on the licensed premises solely for the purpose of providing samples in connection with anticipated sales.
 - (a) Class I-1 (Brew Pub) license shall authorize the manufacturing or brewing and storage of beer and/or cider on the licensed premises for sale to importing distributors, distributors, and to non-licensees for use and consumption only, the retail sale of alcoholic liquor for consumption on the premises and in the original package for consumption off the premises, the retail sale of beer and/or cider brewed or manufactured on the licensed premises for consumption on the premises and in its original package for consumption off the premises, and shall include a full kitchen and such facility shall be properly licensed as a food service establishment. This class shall permit entertainment on the licensed premises and the licensee shall maintain in good standing a State of Illinois brew pub license as required and authorized under the Illinois Liquor Control Act (235 ILCS 5/1 et seq.), as amended. The annual fee for a Class I-1 license shall be \$800, payable in two installments of \$400 each, the first installment of which shall be deposited with the application

for a license and the second installment to be due and payable on May 1 or November 1, whichever occurs first.

- (b) Class I-2 (Craft Brewery) license shall authorize the manufacturing or brewing and storage of beer and/or cider for the retail sale for consumption on the premises and also authorize the retail sale of beer and/or cider in its original package for consumption off the premises, and may include a full kitchen provided such facility is properly licensed as a food service establishment. The licensee shall maintain in good standing a State of Illinois Class 1 Brewer or Class 2 Brewer license authorized under the Illinois Liquor Control Act (235 ILCS 5/1 et seq.), as amended. The annual fee for a Class I-2 license shall be \$450, payable in two installments of \$225 each, the first installment of which shall be deposited with the application for a license and the second installment to be due and payable on May 1 or November 1, whichever occurs first.
- (10) Class J License (Movie Theater Live Events) shall authorize the sale of alcoholic liquor only for consumption indoors on the premises for live events only at movie theater establishments only. The service and sale of alcoholic liquor shall only be permitted at a bar in a designated area where entry is prohibited by persons under the age of 21. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce the age restriction by providing a responsible BASSET trained person or persons to check and establish the age of each person entering into the designated area. Class J licenses shall be limited to alcoholic liquor service for no more than twelve live events per year and no more than 60 minutes before the event and in no event longer than five hours of alcoholic liquor service per live event. The fee for the issuance of a Class J license shall be \$500 per year.
- (11) Class W licenses (Wine tasting events) shall be defined as: an event encompassing no more than eight consecutive hours at which wine is dispensed in glasses which can hold no more than two oz. of wine; the total two oz. servings per person shall not exceed six for the event.
- (a) Class W licenses shall entitle the holder thereof to hold a wine tasting event.
 - (b) Class W licenses shall only be available to the holders of a Class A; Class A1; Class B; Class E; or Class F license.
 - (c) The application for a Class W license shall be made to the liquor commissioner under oath, accompanied by the required fee, and shall contain such information and be in such form as may be required by the liquor commissioner. The liquor commissioner shall determine, in his sole determination, whether it is in the best interests of the city to issue such a license.
 - (d) All of the other terms, conditions and provisions of this chapter shall be applicable to the issuance of a Class W license, except as specifically provided in this subsection (9), and also except that the restrictions under Section 112.18 may be waived by the local liquor commissioner.
 - (e) Any license issued as a Class W license shall be subject to the following conditions and restrictions:
 - 1. A Class W license shall only be valid for one day as specified in the license.
 - 2. A holder of a Class A, Class B, Class E, or Class F license shall be allowed no more than four Class W licenses per calendar year.
 - 3. The license holder shall not charge for admittance to the event nor receive compensation of any kind from the event goers nor from any other party.
- (B) Any person, firm, or corporation having a retail liquor license in full force and effect on November 1, 1959, shall, if otherwise eligible under the terms of this chapter, be permitted to secure a renewal of the license from year to year so long as the license shall not at any time be revoked or permitted to lapse. The renewals shall be continuous, however, for the purpose of determining the continuity of license renewals, as above set

forth, the widow of any deceased licensee (who held a license on November 1, 1959, which has never been permitted to lapse) or such adult child of the deceased licensee as the widow may designate shall, if otherwise qualified, be deemed one and the same as the deceased licensee. Or if there shall be no widow, then the eldest resident adult child of the deceased licensee may make the designation. If there is no widow or adult child of the deceased licensee, then the license shall not be renewable.

('68 Code, § 112.025; Am. Ord. 689, passed 5-4-76; Am. Ord. 737, passed 10-17-78; Am. Ord. 774, passed 12-18-79; Am. Ord. 785, passed 4-15-80; Am. Ord. 837, passed 11-17-81; Am. Ord. 923, passed 10-2-84; Am. Ord. 926, passed 12-4-84; Am. Ord. 996, passed 2-17-87; Am. Ord. 1005, passed 5-5-87; Ord. 1516, passed 3-18-03; Am. Ord. 10-07-06-03, § 1, passed 7-6-10; Am. Ord. 11-10-18-01, § I, passed 10-18-11; Am. Ord. 14-11-18-02, § 1, passed 11-18-14; Am. Ord. 16-10-18-02, § 1, passed 10-18-16; Am. Ord. 18-04-17-01, passed 4-17-18; Ord. No. 19-01-15-01, § 2, 1-15-19; Am. Ord. 20-04-21-03, §§ 1A, 1B, passed 4-21-20; Am. Ord. 23-07-18-03, § 1, passed 7-18-23) Penalty, see Section 112.99

112.25 Number of liquor licenses authorized.

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

Classification	Maximum Number Authorized
Class A liquor license (Retail sale-bar)	9
Class A-1 license	1
Class B liquor license (Wholesale-retail/carryout)	4
Class B-1 liquor license (Wholesale-retail/carryout, beer and wine only)	4
Class B-2 liquor license (Retail/carryout, beer and wine only with limited on-premises consumption)	1
Class C liquor license (Fraternal organizations)	2
Class D liquor license (Restaurants)	5
Class D-1 liquor license (Restaurants-beer, wine only)	4
Class E liquor license (Not-for-profit organizations/24-hour maximum)	There is no limitation upon the number of Class E liquor licenses, but the issuance of this Class "E" license is entirely within the discretion of the local liquor control commissioner.
Class F liquor license (Limited retail sales-wine only)	2
Class G liquor license (Outdoor sporting event/entertainment)	1
Class H liquor license (Golf course/clubhouse)	1
Class I-2 licenses	1
Class J licenses (Movie Theater Live Events)	1
Class W liquor license (Wine tasting event)	No more than 2 at any one time

- (B) Liquor licenses shall be issued for a fiscal year beginning May 1 of each year. If a license is issued during the first six months of the fiscal year, the applicant shall pay a full year license fee, as provided by city ordinance. If a license is issued during the last six months of the fiscal year, the applicant shall pay a one-half year license fee.

(Ord. 774, passed 12-18-79; Am. Ord. 785, passed 4-15-80; Am. Ord. 802, passed 2-3-81; Am. Ord. 823, passed 7-7-81; Am. Ord. 1090, passed 3-28-90; Am. Ord. 1151, passed 7-21-92; Am. Ord. 1171, passed 6-1-93; Am. Ord. 1249, passed 2-4-97; Am. Ord. 1271, passed 2-3-98; Am. Ord. 1298, passed 11-3-98; Am. Ord. 10-07-06-03, § 1, passed 7-6-10; Am. Ord. No. 10-07-20-03, § 1, passed 7-20-10; Am. Ord. No. 11-02-15-02, § 1, passed 2-15-11; Am. Ord. 11-10-18-01, § III, passed 10-18-11; Am. Ord. 14-11-18-02, § 1, passed 11-18-14; Am Ord. 15-07-07-01, § 1, passed 7-7-15; Am. Ord. 17-11-21-03, § 1, 11-21-17; Ord. No. 19-01-15-01, § 3, 1-15-19; Am. Ord. 20-04-21-03, § 3, 4-21-20; Am. Ord. 21-06-15-02, passed 6-15-21; Am. Ord. 21-09-21-01, § 1, passed 9-21-21; Ord. 22-10-04-01, passed 10-4-22; Am. Ord. 23-07-18-03, § 3, passed 7-18-23; Am. Ord. 23-09-19-02, § 1, passed 9-19-23) Penalty, see Section 112.99

A	Birdie's Café Corporation	Kempes	Eric	398 W Baltimore St.	Wilmington, IL 60481
A	Blue Horse	Aleman	Monica	115 N Water St	Wilmington, IL 60481
A	Corner Tap, The	Yerling	Doris	P.O. Box 43	Wilmington, IL 60481
A	Hayden's Crossing	Hayden	Thomas	107 N. Water St.	Wilmington, IL 60481
A	Route 66 Bar & Grill	Hall	Michael	113 E. Baltimore	Wilmington, IL 60481
A	Rustic Inn, The	Nielsen	Mark	108 N. Water St.	Wilmington, IL 60481
A	V.F.W. Post 5422	Piehl	Ken	557 W. Baltimore St.	Wilmington, IL 60481
A	Wine Café, The	Bordner	Kimberly	130 Bridge St.	Wilmington, IL 60481
A	Tuffy's Lounge	Steven	Ralph	P.O. Box 482	Wilmington, IL 60481
B	Angelo's Liquors	Mills	Cindi	710 W. Baltimore St.	Wilmington, IL 60481
B	Midtown Mart, Inc.	Diaz	Araceli	302 E. Baltimore St.	Wilmington, IL 60481
B	Petro Stopping Centers	DeVore	Shaawna	24225 W. Lorenzo Road	Wilmington, IL 60481
B	Wee-Sip Liquors	Shell	Sippi	1099 S. Water St.	Wilmington, IL 60481
B1	Berkot's Super Foods	Kotara	Lucas	700 W. Baltimore St.	Wilmington, IL 60481
B1	Circle K 4700185	Moore	Deborah	705 W. Baltimore St.	Wilmington, IL 60481
B1	Minit Mart #609	Redden	Cheryl	809 E. Baltimore St.	Wilmington, IL 60481
B2	Mobil Wilmington	Patel	Atul	204 E. Baltimore St.	Wilmington, IL 60481
C	Moose Lodge #241	Friddle, Jr.	Richard	32050 S.W. River Rd.	Wilmington, IL 60481
D	El Patron Mexican Kitchen II, Inc.	Scott	Hank	1099 S. Water Street, Suite A	Wilmington, IL 60481
D	Riverfront Lanes	Simpson	David	402 S. Water St.	Wilmington, IL 60481
D	Wilmington House Restarant	Adil	Jaoski	210 Bridge Street	Wilmington, IL 60481
D	Chick-A-Dee Restaurant	Shabani	Sali	390 W. Baltimore St.	Wilmington, IL 60481
D1	Ajs Hot Dogs & Gyros, Inc.	Stack	Michael	250 W. Baltimore St.	Wilmington, IL 60481
D1	Wilmington Pizzeria	Mazzamuto	Elena	205 E. Baltimore St.	Wilmington, IL 60481
D1	New China Restaurant	Lin	Qing	680 W. Baltimore St.	Wilmington, IL 60481
G & H	Cinder Ridge Golf Course	Kappas	George	24801 Lakepoint Dr	Wilmington, IL 60481
I-2	RT 66 Old School Brewery	Nelson	Steve	110 Bridge Street	Wilmington, IL 60481
J	Mar Theater	Soto	Robert	121 S. Main St	Wilmington, IL 60481

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

5/14/2024

9:00 am

Wilmington (Will)

March 2024

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share
Wilmington (Will)	A K LIQUORS INC.	180701414	6	\$381,712.76	\$335,924.82	\$45,787.94	\$141,907.00	\$96,119.06	\$45,787.94	\$15,567.89	\$13,278.49	\$2,289.40
Wilmington (Will)	Birdie's Cafe Corporation	210702928	6	\$1,393,006.37	\$1,294,238.16	\$98,768.21	\$570,002.00	\$471,233.79	\$98,768.21	\$33,581.22	\$28,642.81	\$4,938.41
Wilmington (Will)	Blue Horse LLC	210702285	4	\$36,234.22	\$32,633.68	\$3,600.54	\$11,822.00	\$8,221.46	\$3,600.54	\$1,224.21	\$1,044.18	\$180.03
Wilmington (Will)	Dee & Anna, Inc.	120707848	6	\$407,169.04	\$352,062.18	\$55,106.86	\$131,838.00	\$76,731.14	\$55,106.86	\$18,736.31	\$15,980.97	\$2,755.34
Wilmington (Will)	El Patron Mexican Kitchen II, Inc.	190703977	5	\$40,553.63	\$32,843.18	\$7,710.45	\$18,973.00	\$11,262.55	\$7,710.45	\$2,621.56	\$2,236.03	\$385.53
Wilmington (Will)	Fox's Pizza Inc.	210700740	4	\$13,366.48	\$11,109.57	\$2,256.91	\$4,008.00	\$1,751.09	\$2,256.91	\$767.36	\$654.51	\$112.85
Wilmington (Will)	HAYDEN'S CROSSING, INC.	120708410	5	\$76,254.39	\$65,533.59	\$10,720.80	\$27,596.00	\$16,874.81	\$10,721.19	\$3,645.21	\$3,109.15	\$536.06
Wilmington (Will)	JAI SHRI KRISHNA INC.	210703234	5	\$336,764.55	\$306,979.80	\$29,784.75	\$104,807.00	\$75,022.25	\$29,784.75	\$10,126.82	\$8,637.58	\$1,489.24
Wilmington (Will)	Malcolm J Mayo Post 5422, Veterans of Foreign Wars of the United States	190902362	6	\$465,043.74	\$417,346.69	\$47,697.05	\$153,380.00	\$105,684.09	\$47,695.91	\$16,216.57	\$13,831.78	\$2,384.79
Wilmington (Will)	MANGIA & BEVA, INC.	140703104	5	\$75,338.15	\$65,769.20	\$9,568.95	\$22,877.00	\$13,309.06	\$9,567.94	\$3,253.07	\$2,774.68	\$478.39
Wilmington (Will)	Panda's Stuff, Inc.	180702099	6	\$221,882.60	\$202,246.88	\$19,635.72	\$60,699.00	\$41,063.15	\$19,635.85	\$6,676.24	\$5,694.45	\$981.79
Wilmington (Will)	Riverfront 402 LLC	200702724	4	\$58,659.35	\$53,735.62	\$4,923.73	\$21,829.00	\$16,905.37	\$4,923.63	\$1,674.08	\$1,427.89	\$246.19
Wilmington (Will)	ROUTE 66 BAR & GRILL, INC.	180701977	6	\$222,749.64	\$209,270.00	\$13,479.64	\$83,597.00	\$70,117.36	\$13,479.64	\$4,583.00	\$3,909.03	\$673.97
Wilmington (Will)	RT 66 OLD SCHOOL BREWERY, INC.	200702531	6	\$61,031.98	\$54,729.02	\$6,302.96	\$22,088.00	\$15,785.74	\$6,302.26	\$2,142.82	\$1,827.70	\$315.12
Wilmington (Will)	TA Operating LLC	201000104	10	\$1,012,185.72	\$907,591.07	\$104,594.65	\$339,304.00	\$234,709.35	\$104,594.65	\$35,562.13	\$30,332.41	\$5,229.72
Wilmington (Will)	THE RUSTIC INN-JONES-EEZ, INC.	120703633	5	\$109,171.01	\$98,259.50	\$10,911.51	\$32,752.00	\$21,840.49	\$10,911.51	\$3,709.93	\$3,164.35	\$545.58
Wilmington (Will)	THE WINE CAFE, INC.	160704304	5	\$145,425.52	\$127,426.52	\$17,999.00	\$43,617.00	\$25,618.00	\$17,999.00	\$6,119.61	\$5,219.67	\$899.94
Wilmington (Will)	Tuffy's Lounge, Inc.	120700713	6	\$209,362.31	\$188,463.47	\$20,898.84	\$88,037.00	\$67,138.31	\$20,898.69	\$7,105.58	\$6,060.64	\$1,044.94
Wilmington (Will)	WEE-SIP LIQUORS, INC.	180701949	6	\$457,919.11	\$418,083.11	\$39,836.00	\$154,267.00	\$114,431.00	\$39,836.00	\$13,544.29	\$11,552.48	\$1,991.81
Wilmington (Will)	Wilmington Lodge No. 241, Loyal Order of Moose	120806275	5	\$135,734.31	\$127,159.43	\$8,574.88	\$49,166.00	\$40,591.52	\$8,574.48	\$2,915.41	\$2,486.67	\$428.74
REPORT TOTAL:		20 Establishments	111	\$5,859,564.88	\$5,301,405.49	\$558,159.39	\$2,082,566.00	\$1,524,409.59	\$558,156.41	\$189,773.31	\$161,865.47	\$27,907.84



MEMO

Date: May 21, 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: Concentric Integration Proposal

Budget Impact: Services to be used on an as needed basis.
Hourly rates on attached proposal.

Request: Authorize the Public Works Director to enter into a Time and Material Proposal with Concentric Integration.

Discussion: Currently, our Water and Sewer departments have used two separate companies for upgrades and repairs to their SCADA (Supervisory Control and Data Acquisition) systems. Following recent events, our Water and Sewer ROINC's were tasked with finding one reputable SCADA contractor that offered emergency on-call service. After meeting with multiple SCADA contractors and checking references, I am recommending we move forward with Concentric Integration as our first contact for future repairs and upgrades. The attached proposal was reviewed by our City Attorney, and Concentric Integration has made the requested changes.

Motion: Authorize the Public Works Director to enter into a Time and Material Proposal with Concentric Integration.

Thank you in advance for your consideration of this request.



May 13, 2024

Mr. Patrick Nugent, ROINC
Water Reclamation Plant Superintendent
City of Wilmington, IL
1165 S Water Street
Wilmington, IL 60481

Subject: 2024 T&M Support Services

Concentric Project Number: 2325369.00

Dear Mr. Nugent, ROINC:

Following is Concentric Integration LLC (Concentric)'s proposal for providing standard support services to the City of Wilmington, IL.

Scope of Services

Concentric will provide services including automation, instrumentation, information technology (IT), HMI/SCADA system maintenance, troubleshooting, and repair services. Service will only be performed when expressly requested. No proactive or preventative maintenance will be performed under this agreement unless specifically requested on a case by case basis. All services will be billed on a time & material basis, and will typically consist of the following:

- Emergency support (24x7x365)
- Planned/scheduled system troubleshooting, maintenance, and repair
- Incremental system modifications and improvements
- Consulting, planning, and preliminary design services for future improvements.

Additional benefits/information regarding our support services:

- The hourly rate charged is the same for regular hours, after hours, emergency service, weekend, holiday, and overtime.
- There is no minimum call-out charge during normal business hours. There is a 1.0 hour minimum charge for after-hours emergency support.
- Mileage for travel is billed at the IRS approved amount as calculated from the employee's office location to site visited during normal business hours, or from deployment location to the site visited for urgent service.
- Travel time is charged at the same hourly billing rate indicated on the attached rate sheet.





Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions listed in Exhibit A are hereby incorporated into this Project Proposal. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK/RRO



CUSTOMER:
CITY OF WILMINGTON, IL

ACCEPTED BY: _____
TITLE: _____
DATE: _____





2024 Rate Sheet¹

Role	Rate	Description & Typical Duties
Vice President	\$250	Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.
Electrical/Automation Engineer VII	\$240	Associate Vice President who provides direction to group and quality control. Provides high level troubleshooting of complex technical issues.
Electrical/Automation Engineer VI	\$230	Technical expert and/or lead designer/integrator who performs advanced design, programming, troubleshooting and field activities. Provides high level troubleshooting of complex technical issues.
Electrical/Automation Engineer V	\$210	Team leader. Independently performs and coordinates advanced design, programming, troubleshooting and field activities, as well as project management and oversight.
Electrical/Automation Engineer IV	\$195	Independently performs and coordinates advanced design, programming, troubleshooting and field activities for electrical/automation work. Can also provide project management and coordination.
Electrical/Automation Engineer III	\$175	Works independently under little supervision to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work.
Electrical/Automation Engineer II	\$155	Works as a team member to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
Electrical/Automation Engineer I	\$140	Works as a team member to perform basic design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
IT Consultant VI	\$230	Technical expert and/or lead industrial/automation information technology designer. Responsible for commissioning, quality control, and project management. Performs and coordinates advanced design of client networks/systems.
IT Consultant V	\$210	Team leader. Independently performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Provides project management and quality control.
IT Consultant IV	\$195	Independently performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also provide project management and coordination.
IT Consultant III	\$175	Works independently under little supervision to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant II	\$155	Works as a team member to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant I	\$140	Works as a team member to provide basic systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.

¹ Rates are subject to change on January 1 of each year.





Role	Rate	Description & Typical Duties
Administrative Support	\$100	Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.





Exhibit A





EXHIBIT A

STANDARD TERMS AND CONDITIONS v10.2 - WILMC

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"**Core System**" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"**Customer**" means the customer as identified on the Signed Acceptance Document.

"**Customer Materials**" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"**Deliverables**" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"**Designated Site(s)**" means the Customer facility or facilities identified in the Signed Acceptance Document.

"**Documentation**" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"**Effective Date**" means the date on which Customer executes the Signed Acceptance Document.

"**Consultant Hardware**" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"**Consultant Materials**" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"**Consultant Personnel**" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



EXHIBIT A

"**Consultant Software**" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Permitted Use**" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Representatives**" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"**Specifications**" means the Scope of Services for the System as described in the Signed Acceptance Document.

"**System**" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"**Third-Party Materials**" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant; General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the "**Services**") in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



EXHIBIT A

written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery: Testing and Acceptance.



EXHIBIT A

5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "**Review Period**") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "**Project Acceptance Review**"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "**Nonconformity**"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant may provide Customer System maintenance and support services for an additional fee under a separate agreement executed between the Consultant and Customer.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("**Fees**").



EXHIBIT A

7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("**Reimbursable Expenses**").

7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase its standard fee rates specified in the Specification and Signed Acceptance Document upon ninety (90) days prior written notice to Customer.

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.8 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.

7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt



EXHIBIT A

Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3rd Party Terms” document at www.goconcentric.com/standard-terms.

(c) Open Source Products. “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,



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or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



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as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("**Term**").

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:



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(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than thirty (30) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

(d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any



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expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 14, and Section 15.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (“Dispute”) shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the “Negotiation”).

(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “notice of termination of mediation.” All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during the parties’ efforts under Sections 11.5(a) and 11.5(b) are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties: Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.



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(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Reserved.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$10,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim
\$10,000,000 aggregate



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Automobile Liability: \$1,000,000 combined single limit

14. Reserved

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant: Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, IL 60012
Attn: Mike Klein
Facsimile: (815) 455-0450
E-mail: mklein@goconcentric.com

If to Customer: At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the



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party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over Will County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.



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16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.