



**City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481**

**Agenda - Regular City Council Meeting  
Wilmington City Hall - Council Chambers  
June 20, 2023 at 7:00 p.m.**

**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. OPEN PUBLIC HEARING**

1. Fiscal Year 2024 Budget

**C. CLOSE PUBLIC HEARING**

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

**E. CONSENT AGENDA**

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

1. Approval of the Regular Meeting Minutes June 6, 2023
2. Approval of the Accounts Payable Report
3. Approval of the Completed Façade Improvement at 205-207 S. Water Street and Issue Grant Dollars in an Amount of \$5,000 to the Applicant Oak Knoll Financial Strategies
4. Approval of the Purchase of a Portable Storage Rack as Quote from Holohan Heating & Sheetmetal, Inc. in the amount not to exceed \$3,000
5. Approval of the Proposed Bid for the FY 2023-2024 MFT Road Maintenance in the amount of \$683,476.00 and Award Gallagher Asphalt Corporation the Project
6. Approval and Execution of the Proposal for the Development of a Source Water Protection Plan from Chamlin and Associates in the amount not to exceed \$10,000
7. Approval of the Quote to Rebuild the Stewart Street Lift Station Pump from Xylem in the amount of \$5,714.75
8. Approval and Execution of the Service Agreement from Cummins to Inspect and Service Five Emergency Generators in the amount of \$6,404.51
9. Approval to Appoint Justin Dole to the Deputy Chief of Police
10. Approval and Execution of the Contract with Bounce Houses R Us in the Amount of \$1,103.50 for the Let Freedom Rock Celebration
11. Approval and Execution of the Contract with Laser Encore in the Amount of \$6,500 for the Catfish Day Festival
12. Approval and Execution of the Contract with Circus Boy in the Amount of \$350 for the Catfish Day Festival
13. Approval and Authorization for City Administrator to Execute the MOU Agreement with the Heritage Corridor Convention and Visitors Bureau for the RT 66 Mural Project not exceeding \$40,000

*Posting Date:  
6/15/2023 12:03 PM jz*

14. Approval and Authorization for the City Administrator to Execute the MOU Agreement with Heritage Corridor Convention and Visitors Bureau for the RT 66 Monument Signage Fabrication and Delivery not exceeding \$12,000
15. Approval and Authorization for the City Administrator to Execute a Contract with MD Masonry Inc. for Tuckpointing associated with the RT 66 Mural Project in the amount of \$10,500
16. Approval and Authorization for the City Administrator to Execute the Contract with OH Design Group for Wall Mural Fabrication and Installation in the amount of \$9,911

F. MAYOR'S REPORT

1. Administer the Oath of Office to Justin Dole

G. ORDER OF BUSINESS

1. Review and Consider Approving or Denial of an Exception of City Code 150.89, Recreational Vehicles at 707 S. Kankakee Street
2. Consideration to Approve Ordinance No. 23-06-20-01, An Ordinance Appropriating for All Corporate Purposes for the City of Wilmington for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024

H. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

I. ALDERMEN COMMENTS

|                       |                     |                       |                     |
|-----------------------|---------------------|-----------------------|---------------------|
| Aldersperson Kirwin   | Aldersperson Vice   | Aldersperson Allred   | Aldersperson Holmes |
| Aldersperson Jeffries | Aldersperson Knight | Aldersperson Mietzner | Aldersperson Smith  |

J. EXECUTIVE SESSION

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

K. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

L. 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 July 5, 2023.***

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:

**City of Wilmington  
proposed appropriation  
budget hearing**

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 **May 31, 2023**, and the last publication of the notice was made in the newspaper dated and published on **May 31, 2023**. 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 **May 31, 2023**.

**Free Press Newspapers**

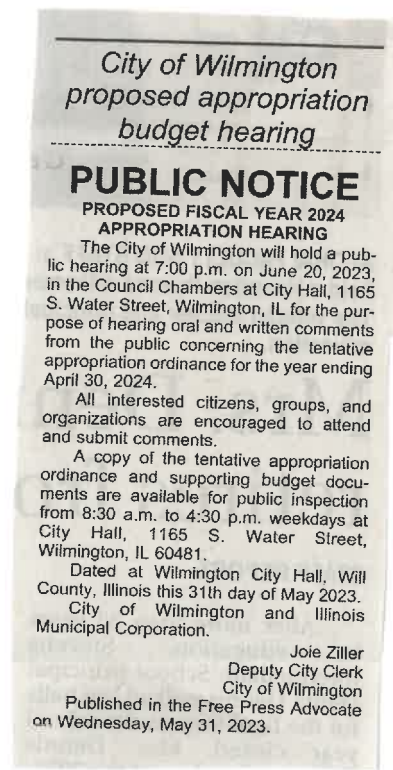
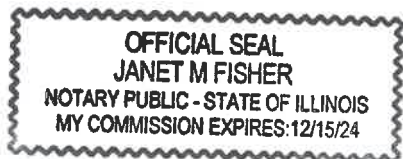
By *Eric D. Fisher*, Publisher  
Eric D. Fisher

Printer's Fee \$ **35.10**

Given under my hand on **May 31, 2023**

*Janet M. Fisher*

Janet M. Fisher, Notary Public



# JUNE 20, 2023 CONSENT AGENDA ITEMS

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.

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**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL  
JUNE 6, 2023**

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, Dennis Vice, Ryan Knight, Leslie Allred, Thomas Smith, and Todd Holmes. Absent: Ryan Jeffries, Jonathan Mietzner. The number present constitutes a quorum.

Also present: City Administrator Jeannine Smith, Finance Director Nancy Gross, Sergeant Justin Dole, Public Works Director James Gretencord, 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 May 16, 2023
2. Approval of the Accounts Payable Report

Alderman Kirwin made a motion and Alderman Knight seconded to approve the Consent Agenda for the June 6, 2023 City Council meeting as presented

Upon roll call, the vote was:

**AYES:**       6 Kirwin, Holmes, Allred, Smith, Vice, Knight

**NAYS:**        0

**ABSENT:**    2 Jeffries, Mietzner

The motion carried.

**MAYOR'S REPORT**

Mayor Dietz had no report.

**ORDER OF BUSINESS**

Alderman Vice made a motion and Alderman Knight seconded to Approve and Authorize the Finance Director to Execute the AllPaid, Inc. Participation Agreement

Upon roll call, the vote was:

**AYES:**        6 Kirwin, Holmes, Allred, Smith, Vice, Knight

**NAYS:**        0

**ABSENT:**    2 Jeffries, Mietzner

The motion carried.

**REPORTS AND COMMUNICATION FROM CITY OFFICIALS**

City Attorney – Bryan Wellner – No Report

City Administrator – Jeannine Smith – Reported that she will be attending the ILCMA Conference in Peoria on June 7, 8, and 9.

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – Reported that Public Works has received the rented skid-steer.

Police Department – Sergeant Dole – No Report

## **ALDERMAN COMMENTS**

Alderman Kirwin – No Comment

Alderman Vice – Questioned the requirement for sidewalk installation for new residential construction

Alderman Allred – No Comment

Alderman Holmes – Commented on a complaint related to explicit loud music

Alderman Jeffries – Absent

Alderman Knight – Questioned the status of the road resurfacing project

Alderman Mietzner – Absent

Alderman Smith – No Comment

## **EXECUTIVE SESSION**

Alderman Allred made a motion and Alderman Holmes seconded to go into Executive Session at 7:08 PM to discuss Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)] and Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)]

Upon roll call, the vote was:

**AYES:**        6 Kirwin, Holmes, Allred, Smith, Vice, Knight

**NAYS:**        0

**ABSENT:**    2 Jeffries, Mietzner

The motion carried.

Alderman Allred made a motion and Alderman Holmes seconded to close Executive Session at 8:05 PM

Upon roll call, the vote was:

**AYES:**        6 Kirwin, Holmes, Allred, Smith, Vice, Knight

**NAYS:**        0

**ABSENT:**    2 Jeffries, Mietzner

The motion carried.

## **POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS**

No action taken

## **ADJOURNMENT**

The motion to adjourn the meeting was made by Alderman Mietzner and seconded by Alderman Smith. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on June 6, 2023, adjourned at 8:08 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

Received

AUG 30 2022

City of Wilmington



EXHIBIT A  
CITY OF WILMINGTON  
FAÇADE IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT, entered into this 16<sup>th</sup> day of September, 2022  
between the City of Wilmington, Illinois (hereinafter referred to as the "City") and the following  
designated BUSINESS OWNER WITH PROPERTY OWNER APPROVAL OR PROPERTY  
OWNER:

Property Owner's Name: 200 Block LLC  
(hereinafter referred to as the "PROPERTY OWNER")

Address: 205 - 207 South Water Street

City: Wilmington State: IL Zip: 60481

Phone No.: 815 / 476 - 2105 Email: sjf205df@outlook.com

Name of Business: Oak Knoll Financial Strategies, Meents Law Office  
(hereinafter referred to as the "BUSINESS OWNER")

Project Address: 205 - 207 South Water Street, Wilmington, IL 60481

Property Index Number: 0317253250180000

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPERTY OWNER

By: [Signature]  
Name: Stephen J Francis

CITY OF WILMINGTON

By: [Signature]  
Name: Ben Dietz  
Its: Mayor

BUSINESS OWNER ATTEST:

By: [Signature]  
Name: Stephen J Francis

By: [Signature]  
Name: Joie Ziller  
Its: City Clerk

Approved by City Council  
on Sept. 6, 2022

File Number: FG-22-08

CITY OF WILMINGTON  
FAÇADE IMPROVEMENT  
GRANT PROGRAM APPLICATION

Project Address: 205 - 207 South Water Street, Wilmington, IL 60481

Property Owner: 200 Block LLC Year Purchased: 2022

Business Name: Oak Knoll Financial Strategies, Oak Knoll Insurance & Tax Strategies, Frank J Meents, Attorney

Names of Tenant: N/A Lease Exp Date: N/A

Applicant Name: Stephen J Francis / Frank J Meents

Applicant Business Address: 205 - 207 South Water Street, Wilmington, IL 60481

Phone: 815/476-2105 Email: sjf205df@outlook.com

Number of Store Fronts: 1 (one)

Total Anticipated Cost: \$ 14,000

Total Anticipated Grant Request: \$ 5,000

Description of proposed improvements: \_\_\_\_\_

The planned changes are being scheduled for the main purpose of improving handicap accessibility to the two offices in the building. The main door on the city sidewalk serves both the Oak Knoll offices (205) and the Meents Law Office (207). Currently there are 2 sets of double doors for a windbreak, but the space between them makes it difficult for persons entering with a cane, crutches, walker or wheelchair and can be hazardous if carrying an umbrella, oxygen tank, or packages. The width of the door is not compliant with ADA guidelines, and remodel would solve this problem. The threshold is too high for wheelchairs (also an ADA issue). The interior set of doors should open "out" and will be removed. The plan is to have just one door, wider than ADA guidelines, and will have an automatic opening button installed. Cosmetically, the new door will be painted and fit in with the current appearance of the building.

\*Attached elevations of proposed improvements (if available)



Received

AUG 30 2022

City of Wilmington

File Number: 22-FG-08

I, Stephen J Francis hereby make an application to the City of Wilmington for a Façade Improvement Grant in the anticipated amount of \$ 5,000.00. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit, and Agreement provisions.

Stephen J Francis  
Applicant Signature

8/30/2022  
Date

Stephen J Francis  
Property Owner Signature

8/30/2022  
Date

*Please return the completed application to:*

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

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

Received  
AUG 30 2022  
City of Wilmington

File Number: 22-FG-08

**INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE**

*Attached*

8/24/2022  
205 S. Water Street main entry doors



Representative of Proposed New Door







AUTOMATIC  
CAUTION  
DOOR

### Checklist of Items that must be submitted

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



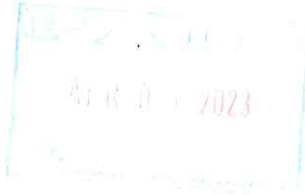
**WUNDERLICH® DOORS, INC.**

300 W. Allen St  
Joliet, IL 60436  
Tel: 815-727-6430 Fax: 815-727-8880

# Invoice

Invoice # : **703034**  
Order # : **502873**  
Date : **Apr 5, 2023**

Customer:  
Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481



Ship To:  
Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481  
Tel: 815-476-2105

|                |  |                  |                  |
|----------------|--|------------------|------------------|
| Account Code   | : 2094   | Quote #          | : 403596         |
| Terms          | : PrePaid Only                                 | Purchase Order # | :                |
| Customer Job # | :  | Shipped Via      | : WDI Install    |
| Salesperson    | : Jason Thompson                               | Contact          | : Jason Thompson |
| Order Name     | : Exterior Entrance - Self Energizing Operator |                  |                  |

Quote includes new frame & doors for the exterior opening.

Quote also includes installing self energizing door operator w/ push pads on the exterior opening.

| <u>Ordered</u> | <u>Shipped</u> | <u>Product Description</u>   |
|----------------|----------------|--|
| 1              | 1              | 3468 DSL CRS 16G WELD 634<br>Hollow Metal Double Sidelite Frame w/ an overall size of 74-3/4" x 81" x 6-1/4" & a RHR door pocket of 40" x 80" x 1-3/4"<br>-(3) heavy weight hinge preps - Ceco<br>-4" sidelite sills<br>-closer reinforced |
| 1              | 1              | HMD OI 18 CRS 3468 F 1 3/4 LH (C1; LC1; MFGVP; MIG)  |
| 1              | 1              | 22" x 58" LT-B4D Low Profile Beveled GALV Dark Bronze  |
| 3              | 3              | Hinges T4A3386 4 1/2 X 4 1/2 NRP 32D   |
| 1              | 1              | Exit Device 2100 42" 630   |
| 1              | 1              | YALE AU 446F 626 CLASSROOM ROSE LEVER TRIM W/ SCHLAGE C KEYWAY - F/S #085181   |
| 1              | 1              | Protection Plate K1050 8" x 38" CSK US4  |
| 1              | 1              | Weatherstrip 303 DS 1 x 40" 2 x 80"  |
| 1              | 1              | 1/2" Rise x 5" Threshold 79A 48 28 - Notched   |
| 1              | 1              | Door Bottom Sweep 57 DV 40"  |

\*\*\*Exterior Opening\*\*\*

Description

- (1) 1" clear insulated glass - 10-lite pattern w/ internal muttins for front door
- (2) - 1" insulated clear tempered pieces of glass for exterior frame sidelites

Norton 5845xNPB Self Energizing Door Operator

Install (1) Self Energizing operator w/ push pads



**WUNDERLICH® DOORS, INC.**

300 W. Allen St  
Joliet, IL 60436  
Tel: 815-727-6430 Fax: 815-727-8880

# Invoice

Invoice # : 703034  
Order # : 502873  
Date : Apr 5, 2023

Customer:

Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481

APR 5 2023

Ship To:

Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481  
Tel: 815-476-2105

|                |  |                  |                  |
|----------------|--|------------------|------------------|
| Account Code   | : 2094   | Quote #          | : 403596         |
| Terms          | : PrePaid Only                                 | Purchase Order # | :                |
| Customer Job # | :  | Shipped Via      | : WDI Install    |
| Salesperson    | : Jason Thompson                               | Contact          | : Jason Thompson |
| Order Name     | : Exterior Entrance - Self Energizing Operator |                  |                  |

**Description**

Removal/installation of Exterior Opening

Finish paint exterior double sidelite frame & door.  
S.W6861 Radish Red

|                        |   |             |
|------------------------|---|-------------|
| Pre-Tax Total          | : | 14,006.62   |
| IL RETAIL SALES TAX    | : | 716.33      |
| Invoice Total          | : | 14,722.95   |
| Less Payments/Deposits | : | 14,722.95   |
| <b>Amount Due</b>      | : | <b>0.00</b> |



**WUNDERLICH DOORS, INC.**

300 W. Allen St  
 Joliet, IL 60436  
 Tel: 815-727-6430 Fax: 815-727-8880

# Quote

Quote # : **403412**  
 Quote Date : **May 10, 2022**  
 Expiration Date : **May 11, 2022**

Customer:  
 New Customer  
 300 W. Allen St  
 Joliet, IL 60436

Ship To:  
 Oak Knoll Financial  
 205 S. Water St.  
 Wilmington, IL 60481

Account Code : 1033  
 Terms : PrePaidOnly  
 Customer Job # :  
 Salesperson : Jason Thompson  
 Order Name : Exterior Entrance  
 Purchase Order # :  
 Shipped Via : WDI Install

Quote includes new frame & doors for the exterior opening.

Quote also includes installing automatic handicap operator w/ push pads on the exterior opening. All electrical/wiring is to be brought to the opening by others. We will make all final connections and set operator.

**Qty Product Description**

- 1 3468 DSL CRS 16G WELD 634  
 Hollow Metal Double Sidelite Frame w/ an overall size of 74-3/4" x 79-7/8" x 6-1/4" & a LH door pocket of 40" x 80" x 1-3/4"  
 -(3) heavy weight hinge preps - Ceco  
 -4-7/8" ASA strike - Ceco  
 -4" sidelite sills  
 -closer reinforced
  - 1 HMD OI 18 CRS 3468 F 1 3/4 LH (C1; LC1; MFGVP; MIG)
  - 1 22" x 58" LT-B4D Low Profile Beveled GALV Dark Bronze
  - 3 Hinges T4A3386 4 1/2 X 4 1/2 NRP 32D
  - 1 Lockset PB 4707LN SCHLAGE "C" KEYWAY 606
  - 1 Protection Plate K1050 8" x 38" CSK US4
  - 1 Weatherstrip 303 DS 1 x 40" 2 x 80"
  - 1 1/2" Rise x 5" Threshold 79A 48 28 - Notched
  - 1 Door Bottom Sweep 57 DV 40"
- \*\*\*Exterior Opening\*\*\*

**Description**

- (1) 1" clear insulated glass - 10-lite pattern w/ internal muttins for front door
- (2) - 1" insulated clear tempered pieces of glass for exterior frame sidelites
- (1) Condor Swing automatic handicap operator w/ push pads

**Price**



**WUNDERLICH® DOORS, INC.**

300 W. Allen St  
Joliet, IL 60436  
Tel: 815-727-6430 Fax: 815-727-8880

Quote

Quote # : **403412**  
Quote Date : **May 10, 2022**  
Expiration Date : **May 11, 2022**

Customer:  
New Customer  
300 W. Allen St  
Joliet, IL 60436

Ship To:  
Oak Knoll Financial  
205 S. Water St.  
Wilmington, IL 60481

Account Code : 1033  
Terms : PrePaidOnly  
Customer Job # :  
Salesperson : Jason Thompson  
Order Name : Exterior Entrance

Purchase Order # :  
Shipped Via : WDI Install

| <u>Description</u>                                  | <u>Price</u> |
|---|--------------|
| Install (1) automatic operator w/ push pads         |              |
| .   |              |
| Removal/installation of Exterior Opening            |              |
| .   |              |
| Finish paint exterior double sidelite frame & door. |              |

|                            |   |                  |
|----------------------------|---|------------------|
| Pre-Tax Total              | : | 13,319.77        |
| IL01 - IL RETAIL SALES TAX | : | 656.23           |
| <b>Quote Total</b>         | : | <b>13,976.00</b> |

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Metal Doors and Frames are primed unless otherwise noted. Finish painting by others is required. Building Permits are the responsibility of Customer.

Printed May 10, 2022 10:09 AM

Page 2 of 2

**INSTALLMENT AGREEMENT FOR WARRANTY DEED**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of January, 2022, between **Jeffrey L. Fisher and Mary Theresa Fisher, husband and wife**, of ~~1860 Vista Drive,~~ 3175 N. Will Rd <sup>Will Rd</sup> ~~Wilmington, Illinois~~, (hereinafter referred to as "Seller or Owner"); and **200 Block LLC** of ~~Wilmington, Illinois~~, (hereinafter referred to as "Purchaser").

1. **WITNESSETH**, that if Purchaser shall first make the payments and perform the terms and conditions of this Agreement, Seller agrees to convey to Purchaser in fee simple by Seller's recordable general Warranty Deed, the premises situated in the County of Will and State of Illinois, described as follows:

LOTS 5 AND 6, EXCEPT THE EASTERLY 40 FEET THEREOF, IN BLOCK 17 IN THE ORIGINAL TOWN OF WINCHESTER (NOW WILMINGTON), A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1836, IN BOOK A, PAGES 71 AND 72, IN WILL COUNTY, ILLINOIS.

Commonly known address: 203, 205, and 207 South Water Street, Wilmington, Illinois

P.I.N.: 17-25-325-018

**Personal Property:** Included in the sale shall be all improvements and fixtures thereon. All the foregoing items shall be left on the Premises, are included in the sales price and shall be transferred to the Purchaser by a Bill of Sale at the time of "final closing".

All personal property and the real estate are being sold in an "as is" condition, and there is no warranty or representation made as to the condition of said personal property and real estate.

Seller represents that all equipment and personal property to be conveyed delivered to Purchaser the same free and clear of any liens, indebtedness, liabilities, security interests, pledges, claims encumbrances and rights of others.

2. **PURCHASE PRICE AND ESCROW FUNDS.**

(a) Purchase price is **Four Hundred Fifty-Seven Thousand and 00/100ths Dollars (\$457,000.00)**. This purchase price includes a credit in the amount of \$18,000. Purchase price to be paid in consecutive monthly installments beginning January 1, 2022, in the amount of \$4,000.00 and the same amount on the 1st day of each consecutive month thereafter for 155 payments and a final payment of \$1,783.27 at which time the entire outstanding principal balance shall be paid in full, but not later than December 1, 2034.

Said monthly payments include 5% interest per annum that accrues on the outstanding balance. This monthly payment is based on a one hundred fifty-six (156) month amortization schedule as referenced above.

In addition to the monthly principal and interest payment, Purchaser shall be responsible to pay the annual real estate taxes, and the annual insurance premiums for the insurance coverages required to be kept and maintained by Purchaser and Seller, pursuant to subparagraph (b), below.

There shall not be an escrow account to pay real estate taxes and insurance since the

Purchaser shall pay these expenses when due.

**Late payment:** In the event Purchaser is more than five (5) days late on any monthly payment due as provided by this agreement, then Purchaser shall pay Seller the sum of **\$10.00** per day late fee commencing on the sixth day after its due date. Interest shall accrue on the outstanding monthly payment(s) more than 5 days past due at the rate of **9.0%** per annum.

**Right To Prepay:** Purchaser has the right to prepay any principal due without penalty and without consent of Seller.

**NSF check:** Any NSF check or canceled check issued by Purchaser and returned to Seller shall incur a **\$30.00** fee by Purchaser to be paid promptly to Seller.

3. **PRORATIONS AND TITLE INSURANCE.** Real estate taxes shall be prorated to February 1, 2022. Seller and Purchaser shall each pay their prorated portion of the 2022 tax bill when due. Purchaser shall be responsible for all subsequent real estate tax bills issued when due.

4. **CLOSING AND DEFINITIONS.** The "initial closing" as stated by this agreement shall occur on **January 1, 2022**. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed but not later than December 1, 2034.

5. **TITLE INSURANCE.** (a) Seller shall obtain and pay the expense for a commitment title insurance policy for an installment agreement for deed with respect to the premises on or before the date of "Final Closing". Seller shall pay the issuance fee and any later date fee for the title insurance policy in Purchaser's name. Purchaser shall take title subject to the standard and customary exceptions set forth in said title commitment as well as to (1) any title exceptions pertaining to a first mortgage lien or encumbrance of a definite or ascertainable amount which may be removed by the payment of money and which shall be removed at or prior to the final closing; and (2) and acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under Purchaser.

(b) Purchaser will accept the title commitment as conclusive evidence of good title therein shown, as to all matters insured by the policy subject only to special exceptions therein stated.

It is further expressly understood and agreed between the parties that conveyance to be made to Purchaser shall be expressly subject to the following:

- (1) General taxes for the year 2022 and subsequent years and all taxes levied after January 1, 2022;
- (2) The rights of all persons claiming by, through or under Purchaser;
- (3) Easements of record, as long as they don't interfere with the current use of said property;
- (4) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances, and homeowners' rules, regulations and bylaws; and
- (5) Roads, highways, streets and alleys, if any.

6. **PAYMENT WHEN DUE.** Seller shall pay the 2021 real estate taxes when due.

Seller shall pay Seller's tax transfer stamps upon delivery of closing documents when Purchaser has paid in full all amounts due under this agreement.

7. **GOOD REPAIR.** Prior to the final closing, Purchaser shall be responsible for any repairs and keep any and all improvements on the property in the same or better condition than it was on the date of the signing of this agreement and shall neither suffer nor commit any waste on or to the premises.

8. **UTILITIES.** Purchaser shall continue to be responsible for all utilities and waste disposal which may arise during the duration of the term of the installment contract which will commence at the time of the "initial closing" on January 1, 2022.

9. **LIENS.** Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the property, which shall or may be superior to the rights of Seller.

10. **IMPROVEMENTS.** If a building permit is required, Purchaser **may** undertake any new construction and remodeling to the premises without the express consent of Seller and all work authorized by Seller shall be at Purchaser's sole expense. The consent of Seller shall not be unreasonably withheld. Any improvements made must comply with the City of Wilmington building and zoning ordinances. Although the building permit will be in Seller's name as owner, any fees associated with acquiring the building permit shall be the responsibility of Purchaser.

11. **ASSIGNMENT AND LEASE.** Purchaser shall not transfer or assign this agreement to any other parties or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises.

Purchaser may lease the premises to a third party without the express written consent of the Seller, but Seller shall be provided with the name, address and background information on the tenant.

12. **TITLE RIGHTS.**

(a) No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

(b) In the event of the termination of the Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Purchaser or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefore or for any part thereof.

13. **CLOSING AND DEFINITIONS.**

The "initial closing" as stated by this agreement shall occur on January 1, 2022.

"Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed but not later than December 1, 2034.

14. **AMENDMENTS.** No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this Agreement and be signed by the parties hereto.

15. **DEFAULT.**

(a) **DEFAULT IN PAYMENT.** If Purchaser defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days after written notice to Purchaser to bring their payments current; or

(b) **DEFAULT WITH OTHER TERMS.** If Purchaser defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be corrected immediately); then:

Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all rights and remedies provided at law or in equity:

- (1) maintain any action for unpaid installments;
- (2) declare the entire balance due and maintain an action for such amount;
- (3) forfeit the Purchaser's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

If default is based upon the failure to pay taxes, assessments, insurance or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Purchaser to Seller.

(c) Anything contained in sub-paragraphs (a) and (b) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 30 days after such written notice of default, and at the option of Seller, Purchaser tenders to Seller the entire unpaid principal balance of the purchase price and any accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts of obligations of Purchaser under this Agreement.

16. **COSTS OF DEFAULT.** Purchaser shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this Agreement and which is caused by the Purchaser, and Purchaser will pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and reasonable attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this Agreement.

Provided further, Seller shall pay to Purchaser all costs and expenses including reasonable attorney's fees incurred by Purchaser in any action or proceeding to which Purchaser may be made a party by reason of Seller's breach of the terms of this Agreement.

17. **REMEDIES.** The remedy for forfeiture herein given to Seller shall not be exclusive

of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this Agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

3175 N. Will Rd

18. **NOTICES.** All notices and demands hereunder shall be in writing. The mailing or demand by registered mail addressed to Seller at his home address ~~1860 Vista Drive, Wilmington, IL~~ or any new address they advise Purchaser or to Purchaser at 207 South Water Street, Wilmington, IL or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

Code City

19. **TIMELINESS.** The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. **WARRANTIES.** Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, their principle or their agent within ten (10) years of the date of execution of this contract.

21. **INSURANCE.** At the sole expense of Purchaser, Purchaser shall keep and maintain a commercial basic form insurance for the premises that provides for general liability insurance of at least \$250,000.00 per occurrence, and replacement value of the existing building improvements and to designate Seller as "additional insured". Purchaser shall provide to Seller a copy of said insurance policy yearly or as renewed by Purchaser. If the improvements on said real estate are materially damaged or destroyed by fire or other casualty or any act or occurrence whether or not said loss is covered by insurance, and if the insurance proceeds are sufficient to make the necessary repairs, then the Purchaser shall use any insurance proceeds or his own funds to make the needed repairs. If the insurance proceeds are not sufficient to make complete repairs, then Purchaser shall have the option to contribute additional monies to make the necessary repairs. In the event Purchaser elect not to make the repairs, then the insurance proceeds can be used to offset any outstanding interest and principal balance owed by Purchaser to Seller.

Purchaser shall indemnify and hold Seller harmless in the event any third party is injured on the premises after Purchaser has assumed possession and there is no insurance coverage available or provided for the incident.

Seller and Purchaser waive all rights of subrogation which either party and/or their respective insurance carriers may have against the other party with respect to losses payable under either party's insurance coverages.

22. **ESCROW OF CLOSING DOCUMENTS.** There shall be an escrow of closing documents for the benefit of Seller and Purchaser.

23. **CAPTIONS AND PRONOUNS:** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only and are not to be construed as confining or limiting in any way to scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

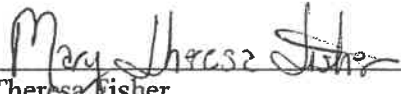
24. **PROVISIONS SEVERABLE:** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.


25. **SELLER REPRESENTATION AND WARRANTIES:** Seller represents and warrants: (a) That Seller has not entered into any other contract, lease or assignment of any personal property or trade fixtures being sold or transferred and/or assigned to Purchaser hereunder. (b) There is no litigation in law or in equity or any proceeding before any court, commission, or the governmental authority pending or to the best knowledge or Seller, threatened against or adversely affecting the Seller involving any judgment, order or other decision which might impair the ability of the Seller to consummate the transactions contemplated by this Agreement. (c) That all real property being transferred to Purchaser hereunder have been and is covered by liability and fire insurance.

26. **BROKER COMMISSION**


There is no broker's real estate commission due to a third party.

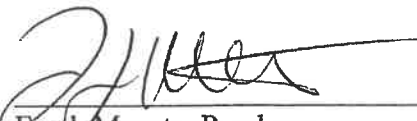
**IN WITNESS WHEREOF,** the parties to this agreement have signed two original agreements the day and year first written above.

  
\_\_\_\_\_  
Theresa Fisher,  
Seller

  
\_\_\_\_\_  
Judy Francis, Purchaser  
Individually and as Member of 200 Block LLC

  
\_\_\_\_\_  
Jeffrey Fisher,  
Seller

  
\_\_\_\_\_  
Stephen Francis, Purchaser  
Individually and as Member of 200 Block LLC

  
\_\_\_\_\_  
Frank Meents, Purchaser  
Individually and as Member of 200 Block LLC





# City of Wilmington Police Department

*Adam Zink, Chief of Police*

---

To: Honorable Mayor Dietz and Wilmington City Council

From: Chief Adam Zink

Date: 13 June 2023

Re: Purchase of Portable Scale Storage Rack

Part of our 2023 grant award from IDOT includes the purchase of a custom-fabricated storage rack to hold the new portable truck scales. This rack will be mounted in our truck-enforcement squad car, to allow the safe storage and easy access to the scales by those officers assigned to enforce overweight trucks.

As this is a custom-built item, we are considering this a 'sole-source' situation, and therefore were unable to obtain 3 vendor quotes. Our truck enforcement officers reached out to local agencies and determined that the solution from Holohan Heating and Sheet Metal (attached) was ideal for meeting our needs.

My request is for the council to approve the purchase of the truck scale box from Holohan as quoted. Again, this will be funded by grant money that we have already received. Additionally, the budget for this item was \$5,000, so this will enable us to use the extra funds in other areas of the program.

Thank you for your consideration in this matter.



# "E-Mail" Quote From

|  |                                   |
|--|-----------------------------------|
|  <p>Holoohan Heating &amp; Sheetmetal, Inc.<br/>         575 W Seneca Ave.<br/>         Kankakee, IL 60901<br/>         (815) 932-7711<br/>         FAX: (815) 932-2786<br/>         24 HR Service (815) 932-5572</p> <p><i>Over 50 Years of Dependable Service</i></p> | <b>To:</b> Wilmington Police Dept |
|  | <b>ATT'N:</b>                     |
|  | <b>FROM:</b> Jeff Holoohan        |
|  | <b>DATE:</b> 1/20/2023            |
|  | <b>E-Mail:</b>                    |
|  | <b># PGS:</b>                     |
| <b>REF:</b>  | scale storage box                 |

## Quote Description:

provide labor and materials to fabricate and mount down truck scale box for back of squad car

material of box figured in aluminum with UHMW plastic rails

all labor figured on straight time

**Job cost-----** **\$3,000.00**

No "Over-time" costs are included in the JOB COST quoted above.

|   |   |                    |                       |
|---|---|--------------------|-----------------------|
| <small>This estimate is for completing the job described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has been started.</small> | <b>Quoted Cost is good for a period of 30 days from the date quoted</b> | Estimated Job Cost | <b>AS Shown Above</b> |
|   |   | Estimated By       | <b>Jeff Holoohan</b>  |

**Note: Quote does not include:**

|   |   |  |
|---|---|--|
| <input type="checkbox"/> Installation Cost      | <input type="checkbox"/> Freight and Delivery Costs         | <input checked="" type="checkbox"/> Overtime Costs |
| <input checked="" type="checkbox"/> Permit Cost | <input checked="" type="checkbox"/> Sales Tax if Applicable | <input type="checkbox"/> As Noted                  |

Terms: \_\_\_\_\_ Delivery Time: \_\_\_\_\_

**Customer Acceptance** Date: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Customer Name: \_\_\_\_\_



MEMORANDUM

DATE: June 13, 2023

TO: Mayor Ben Dietz  
City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481

FROM: Casey J. McCollom

SUBJECT: City of Wilmington  
FY 2023-2024 MFT Maintenance

---

Bids were received and were publicly opened and read today for the FY 2023-2024 MFT Maintenance. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

| BIDDER                          | AMOUNT       |
|---------------------------------|--------------|
| Gallagher Asphalt Corporation   | \$683,476.00 |
| Austin Tyler Construction, Inc. | \$724,579.75 |
| D Construction, Inc.            | \$808,470.50 |
| PT Ferro Construction Co.       | \$848,234.75 |

Based on the proposals received, we recommend the project be awarded to the low, responsive, responsible bidder, Gallagher Asphalt Corporation in the amount of \$683,476.00 .

Enclosure

CJM/am

Project # 66445.00

**CITY OF WILMINGTON  
FY 2023-2024 MFT MAINTENANCE**

**Project No. 66445.00**

**10:00PM, Tuesday, June 13, 2023**

**BID TABULATION**

| <b>Bidder &amp; Address</b>  | <b>Total Bid</b> | <b>Bid Security</b> | <b>Acknowledge Addenda</b> | <b>Comments</b> |
|--|------------------|---------------------|----------------------------|-----------------|
| Gallagher Asphalt Corp.<br>18100 South Indiana Ave.<br>Thornton, IL 60476  | \$683,476.00     | Bid Bond            | Yes                        |                 |
| Austin Tyler construction, Inc.<br>23343 S. Ridge Road<br>Elwood, IL 60421 | \$724,579.75     | Bid Bond            | Yes                        |                 |
| D Construction Inc.<br>1488 South Broadway<br>Coal City, IL 60450          | \$808,470.50     | Bid Bond            | Yes                        |                 |
| PT Ferro Construction<br>700 South Rowell Avenue<br>Joliet, IL 60433       | \$848,234.75     | Bid Bond            | Yes                        |                 |

**BID LETTING:** City of Wilmington  
 FY 2023-2024 MFT Maintenance

10:00PM, Tuesday, June 13, 2023

| BIDDER & ADDRESS    |       |      |                                     | PT Ferro Construction<br>700 South Rowell Avenue<br>Joliet, IL 60433 |              | Gallagher Asphalt Corp.<br>18100 South Indiana Ave.<br>Thornton, IL 60476 |              | Austin Tyler construction, Inc.<br>23343 S. Ridge Road<br>Elwood, IL 60421 |              | D Construction Inc.<br>1488 South Broadway<br>Coal City, IL 60450 |              |
|---------------------|-------|------|-------------------------------------|--|--------------|---|--------------|--|--------------|---|--------------|
| BID DEPOSIT         |       |      |                                     | Bid Bond   |              | Bid Bond  |              | Bid Bond   |              | Bid Bond  |              |
| ACKNOWLEDGE ADDENDA |       |      |                                     | Yes  |              | Yes   |              | Yes  |              | Yes   |              |
| NO.                 | QTY   | UNIT | ITEM                                | UNIT PRICE   | AMOUNT       | UNIT PRICE  | AMOUNT       | UNIT PRICE   | AMOUNT       | UNIT PRICE  | AMOUNT       |
| 1                   | 6000  | SY   | Class D Patching                    | \$35.00  | \$210,000.00 | \$20.00   | \$120,000.00 | \$45.00  | \$270,000.00 | \$50.00   | \$300,000.00 |
| 2                   | 18000 | SY   | HMA Surf Remov, Variable Depth      | \$4.00   | \$72,000.00  | \$4.80  | \$86,400.00  | \$2.00   | \$36,000.00  | \$2.70  | \$48,600.00  |
| 3                   | 8500  | LB   | Prime Coat (SS-1)                   | \$0.01   | \$85.00      | \$1.00  | \$8,500.00   | \$0.01   | \$85.00      | \$0.01  | \$85.00      |
| 4                   | 900   | TON  | HMA Binder Course IL-4.75           | \$135.00   | \$121,500.00 | \$125.00  | \$112,500.00 | \$102.00   | \$91,800.00  | \$105.00  | \$94,500.00  |
| 5                   | 1800  | TON  | HMA Surface Course IL-9.5           | \$115.00   | \$207,000.00 | \$96.00   | \$172,800.00 | \$90.00  | \$162,000.00 | \$81.00   | \$145,800.00 |
| 6                   | 950   | TON  | Aggregate Shoulders Type B          | \$32.00  | \$30,400.00  | \$36.70   | \$34,865.00  | \$32.00  | \$30,400.00  | \$30.00   | \$28,500.00  |
| 7                   | 40    | FT   | Curb & Gutter Rem. & Repl.          | \$125.00   | \$5,000.00   | \$180.00  | \$7,200.00   | \$50.00  | \$2,000.00   | \$100.00  | \$4,000.00   |
| 8                   | 500   | SF   | Sidewalk Removal                    | \$4.00   | \$2,000.00   | \$6.00  | \$3,000.00   | \$2.50   | \$1,250.00   | \$5.00  | \$2,500.00   |
| 9                   | 500   | SF   | PCC Sidewalk 5"                     | \$18.00  | \$9,000.00   | \$13.00   | \$6,500.00   | \$8.00   | \$4,000.00   | \$15.00   | \$7,500.00   |
| 10                  | 60    | SF   | Detectable Warnings                 | \$20.00  | \$1,200.00   | \$40.00   | \$2,400.00   | \$25.00  | \$1,500.00   | \$30.00   | \$1,800.00   |
| 11                  | 5550  | FT   | Thermoplastic Pavement Mark, 4"     | \$0.80   | \$4,440.00   | \$1.00  | \$5,550.00   | \$0.80   | \$4,440.00   | \$0.90  | \$4,995.00   |
| 12                  | 1500  | FT   | Thermoplastic Pavement Mark, 6"     | \$1.30   | \$1,950.00   | \$1.50  | \$2,250.00   | \$1.30   | \$1,950.00   | \$1.45  | \$2,175.00   |
| 13                  | 600   | FT   | Thermoplastic Pavement Mark, 12"    | \$2.60   | \$1,560.00   | \$3.00  | \$1,800.00   | \$2.60   | \$1,560.00   | \$2.90  | \$1,740.00   |
| 14                  | 165   | FT   | Thermoplastic Pavement Mark, 24"    | \$5.15   | \$849.75     | \$6.00  | \$990.00     | \$5.15   | \$849.75     | \$5.70  | \$940.50     |
| 15                  | 600   | SF   | Pavement Marking Removal            | \$1.50   | \$900.00     | \$0.01  | \$6.00       | \$1.50   | \$900.00     | \$1.65  | \$990.00     |
| 16                  | 12    | EACH | Structures to be Adjusted           | \$600.00   | \$7,200.00   | \$400.00  | \$4,800.00   | \$600.00   | \$7,200.00   | \$700.00  | \$8,400.00   |
| 17                  | 6500  | SY   | Preparation of Base                 | \$7.00   | \$45,500.00  | \$9.00  | \$58,500.00  | \$2.50   | \$16,250.00  | \$2.00  | \$13,000.00  |
| 18                  | 2000  | SY   | Aggregate Base Repair               | \$13.00  | \$26,000.00  | \$0.01  | \$20.00      | \$14.00  | \$28,000.00  | \$30.00   | \$60,000.00  |
| 19                  | 3000  | GAL  | Bituminous Material (Prime MC 30)   | \$8.50   | \$25,500.00  | \$7.50  | \$22,500.00  | \$5.00   | \$15,000.00  | \$5.50  | \$16,500.00  |
| 20                  | 85    | TON  | Seal Coat Aggregate                 | \$95.00  | \$8,075.00   | \$84.00   | \$7,140.00   | \$42.00  | \$3,570.00   | \$47.00   | \$3,995.00   |
| 21                  | 3000  | GAL  | Bituminous Material (Prime HFE 150) | \$7.50   | \$22,500.00  | \$6.20  | \$18,600.00  | \$4.00   | \$12,000.00  | \$4.40  | \$13,200.00  |
| 22                  | 85    | TON  | Cover coat Aggregate                | \$95.00  | \$8,075.00   | \$84.00   | \$7,140.00   | \$45.00  | \$3,825.00   | \$50.00   | \$4,250.00   |
| 23                  | 1500  | TON  | Aggregate Surface Course, Ty B      | \$25.00  | \$37,500.00  | \$0.01  | \$15.00      | \$20.00  | \$30,000.00  | \$30.00   | \$45,000.00  |
| TOTAL               |       |      |                                     |  | \$848,234.75 |   | \$683,476.00 |  | \$724,579.75 |   | \$808,470.50 |



# MEMO

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**Date:** June 13, 2023

**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:** Source Water Protection Plan

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**Budget Impact:** \$10,000 Water Professional Fees Engineering Line Item 02-17-6390

**Request:** Approve Chamlin and Associates proposal to develop a Source Water Protection Plan.

**Discussion:** The Illinois EPA has mandated that all communities that provide water to its residents create a Source Water Protection Plan (SWPP). This plan is required to include: Source Water Protection Program vision, characterization of source water and the source water protection area, source water protection goals, source water protection action plan and program implementation. In addition to these required criteria, it will be mandated that the City of Wilmington revisits and updates this plan every 5 years. The SWPP is due to the Illinois EPA July 26<sup>th</sup> of this year. This is a budgeted request.

**Motion:** Approve Chamlin and Associates proposal to develop a source water Protection Plan not to exceed \$10,000.

*Thank you in advance for your consideration of this request.*

June 1, 2023

City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481

ATTENTION: James Gretencord, Director of Public Works

RE: Source Water Protection Plan

Dear James,

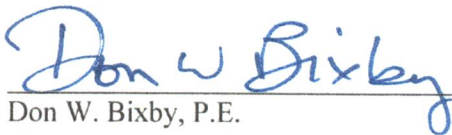
We understand the City of Wilmington wishes to prepare and submit a Source Water Protection Plan, as mandated by the IEPA to be submitted no later than July 26, 2023.

Chamlin & Associates, Inc. proposes to provide to the City of Wilmington such services as necessary to prepare and submit the necessary Plan for time and material, not to exceed the price of \$10,000.00 (see attached schedule). We will attempt to provide the work for the least possible price, but we believe this proposed amount represents a reasonable maximum budget.

If you wish for us to proceed with this work, please have your mayor sign and return this letter to us at your convenience.

Thank you,

CHAMLIN & ASSOCIATES, INC.

  
Don W. Bixby, P.E.

\_\_\_\_\_  
Ben Dietz, Mayor

DWB:mrc

Cc: File No. 09000.00

Enclosure



Chamlin & Associates

## HOURLY RATE SCHEDULE March 27, 2023 thru March 31, 2024

|  |                     |
|--|---------------------|
| Principal                                  | \$ 170.00 /Hr.      |
| Sr. Project Engineer II                    | \$ 165.00 /Hr.      |
| Sr. Project Manager                        | \$ 165.00 /Hr.      |
| Sr. Structural Engineer                    | \$ 165.00 /Hr.      |
| Sr. Project Engineer I                     | \$ 159.00 /Hr.      |
| Structural Engineer                        | \$ 156.00 /Hr.      |
| Project Engineer                           | \$ 155.00 /Hr.      |
| Professional Land Surveyor<br>Engineer     | \$ 128.00 /Hr.      |
| Project Manager<br>Engineer (EIT)          | \$ 128.00 /Hr.      |
| Designer                                   | \$ 112.00 /Hr.      |
| Inspector I                                | \$ 108.00 /Hr.      |
| Inspector II                               | \$ 112.00 /Hr.      |
| GIS Coordinator                            | \$ 102.00 /Hr.      |
| Chief Engineering Aide                     | \$ 130.00 /Hr.      |
| Sr. Engineering Aide                       | \$ 102.00 /Hr.      |
| Engineering Aide                           | \$ 93.00 /Hr.       |
| Draftsman                                  | \$ 83.00 /Hr.       |
| Sr. Party Chief                            | \$ 120.00 /Hr.      |
| Party Chief                                | \$ 102.00 /Hr.      |
| Instrument Operator                        | \$ 94.00 /Hr.       |
| Rodman                                     | \$ 63.00 /Hr.       |
| Admin. Support Staff                       | \$ 46.00 /Hr.       |
| Vehicle                                    | \$ 12.00 /Hr.       |
| Total Station                              | \$ 13.00 /Hr.       |
| Survey Equipment                           | \$ 33.00 /Hr.       |
| Inspection Vehicle                         | \$ 9.00 /Hr.        |
| Mileage                                    | State Rate /Mi.     |
| Computer & Plotter                         | \$ 18.00 /Hr.       |
| UTV Rental                                 | \$ 350.00 /Day      |
| Drone Usage Fee                            | \$ 110.00 Flat Rate |
| Drone Roof Survey (Including Usage Fee)    | \$ 150.00 Flat Rate |
| Drone Ground Control (Including Usage Fee) | \$ 155.00 Flat Rate |

The hourly rates itemized above shall be effective the date the parties, upon entering an agreement, have affixed their signatures and shall remain in effect until March 31, 2024. In the event that services of the engineer extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.

4152 Progress Boulevard  
Peru, IL 61354  
(815) 223-3344  
(815) 223-3348 - Fax  
peru@chamlin.com

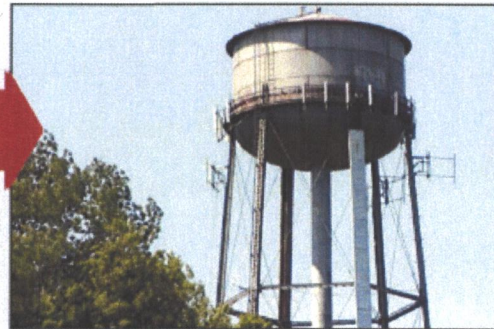
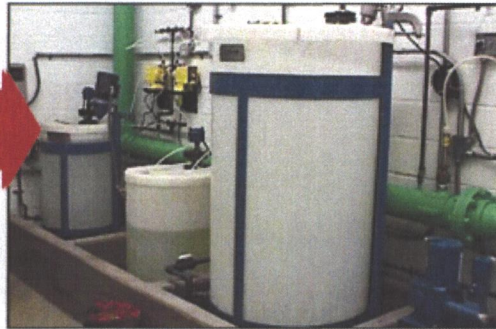
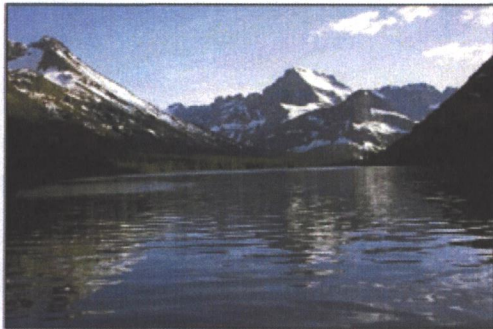
221 W. Washington Street  
Morris, IL 60450  
(815) 942-1402  
(815) 942-1471 - Fax  
morris@chamlin.com

218 W. Lafayette Street  
Ottawa, IL 61350  
(815) 434-7225  
(815) 434-2831 - Fax  
ottawa@chamlin.com

903 Main Street  
Mendota, IL 61342  
(815) 539-8137  
(815) 224-8575 - Fax  
mendota@chamlin.com



# Water Systems' Multiple Barriers to Protect Public Health



## Barrier #1: Risk Prevention

The first barrier in a water system's multiple barrier approach is risk prevention. Risk prevention focuses on the selection and protection of drinking water sources. Systems should be aware of potential contamination caused by agricultural drainage, urban runoff, organic materials, and other factors.

When selecting sources, systems should examine:

- The quality of the raw water (e.g., does it contain pathogens, chemicals, radionuclides, nitrates, or high turbidity?).
- The risk of contamination (e.g., will development encroach on the water source?).
- The ability of the supply to meet current and future needs.

Water systems, unless they are new systems, rarely have the opportunity to select their water source. But existing systems can and should take steps to protect their water sources, including:

- Identifying sources of contamination in watersheds and recharge areas.
- Identifying the conditions under which the risks increase.
- Developing and implementing source water protection strategies.

By properly selecting and protecting its water source, a system can reduce its need for and reliance on treatment and increase the reliability of its water quality and quantity.

The financial incentive for systems to prevent risks is significant. It is almost always more cost-effective for a water system to protect its source water from contamination than to remove or inactivate contamination during treatment.

## Barrier #2: Risk Management

Risk management barriers focus on the protection provided by water treatment and system operations. Public water systems traditionally have relied on treatment to prevent waterborne disease. Treatment continues to play a central role in protecting public health.

Water treatment:

- Removes and inactivates contaminants present in source water.
- Leads to improved finished water quality.

No single treatment technology or process can solve every water quality problem, so a water system should consider using a combination of treatment technologies and processes if necessary.

To provide adequate protection of public health, a water system:

- Must meet its state's minimum design and construction standards.
- Should develop asset management plans that help provide sound infrastructure.
- Must meet federal and state drinking water standards.

In addition to using the appropriate treatment, water systems should make sure that their operators are properly certified and know how to apply treatment concepts to the specific circumstances facing their system. Water systems should also test the treatment process that they are using to be certain that the treatment is working correctly.

The risk management barrier also includes developing and putting in place appropriate security arrangements and comprehensive plans to respond to emergencies, thus reducing the risk of serious consequences from a security breach or other emergency.

A wide range of financial assistance and incentives are available to help systems fund upgrades or replacement of their treatment components. Contact information for some key providers of financial assistance is listed on the last page of this brochure.

## Barrier #3: Monitoring and Compliance

Under the monitoring and compliance barrier, systems aim to detect and fix problems in the source and/or distribution system as early as possible. They accomplish this by collecting information about:

- The presence of contaminants.
- The effectiveness of current treatment processes.
- Any deterioration in the quality of source or treated water.

Monitoring the quality of water is very important in the distribution system, as well as throughout the entire water system. Even if water from an extremely clean source is adequately treated, breakdowns in the distribution system can lead to waterborne illnesses. In particular, the contamination of treated water can result from:

- Line breaks.
- Inadequate water pressure.
- Deficiencies in storage tanks.
- Inadequate separation of water supply lines and sewers.

Part of the strategy for this barrier should include a cross-connection detection and control program as well as efforts to make sure that all distribution system components are properly sized and maintained. Water systems must also monitor water in the distribution system for the formation of byproducts from disinfection and for the leaching of lead and copper from household plumbing.

Monitoring programs should be developed around the needs and characteristics of individual water systems, and they should comply with all regulatory requirements. The monitoring and compliance barrier helps a system maintain the physical integrity of its components and make adjustments as necessary to provide a consistent, safe supply of water.

From a financial perspective, operators who have data on the performance and condition of their system's components (as part of an asset management plan) can increase the useful life of system components and quickly identify and respond to small problems before they become large and expensive.

## Barrier #4: Individual Action

Consumer awareness and participation are key components in the multiple barrier approach.

A community water system is required to prepare and provide to their customers, at least annually, Consumer Confidence Reports (Annual Water Quality Reports) that discuss:

- The condition of the system's source water.
- The level of contaminants in the system's drinking water.

The reports are a way to raise consumer awareness about drinking water, and they can be used as a tool to encourage dialogue between consumer and the water system.

Water systems are also required to notify the public of any violations of national drinking water standards. Public notification makes sure that:

- Consumers are informed of any health risks in a timely manner.
- Water systems build trust with consumers by sharing information.

Beyond information sharing, systems can benefit greatly from involving the public in a variety of activities. For example:

- Systems can further their source water protection efforts by helping the public form watershed associations.
- Systems can encourage the public to notice and report activities that could represent contamination or sabotage threats to the water system.

Informed and involved consumers can become advocates for improvements in their water system's operations. Public education and participation can also help consumers become more aware of the true cost and value of water.

From a financial perspective, customers who have a better understanding of their water system, the true cost and value of water, and the role they play will be more likely to support rate increases and bond issues needed to fund multiple barrier approach activities.





# MEMO

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**Date:** June 13, 2023

**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:** Stewart Street Lift Station Pump Rebuild

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**Budget Impact:** \$5,714.75 Line-Item Maintenance Sewer-Collections 04-00-6560

**Request:** Approve Xylem to rebuild the failed Stewart Street Lift Station Pump

**Discussion:** Our Stewart Street lift station recently had a pump fail. City staff quickly replaced this pump with a spare we keep on the shelf. We are requesting permission to rebuild the failed pump in order to retain a spare. This is a budgeted request.

**Motion:** Approve Xylem's proposal to rebuild the failed Stewart Street lift station pump for a total cost of \$5,714.75.

*Thank you in advance for your consideration of this request.*



**Xylem Water Solutions USA, Inc.  
Flygt Products**

June 1, 2023

9661 194th Street  
Mokena, IL 60448  
Tel (708) 342-0484  
Fax (708) 342-0491

CITY OF WILMINGTON  
1165 S WATER ST  
WILMINGTON IL 60481-1671

Quote # R2023-CHI-0050  
Project Name: WO-00200359 Wilmington 3171.095-2050003  
Job Name:  
Contact: Pat Nugent  
Phone: 815-476-2175

Work Order: WO-00200359

**Product Identification**

Product Number: 00-31710950069

Serial Number: 3171.095-2050003

**Repair/Service Requirements and remarks**

Seal failure water tripped the FLS. Basic repair kit needed.

**Block 1**

| Qty | Description  |
|-----|--|
| 1   | KIT,REPAIR BASIC 3171.090/180+ NITRILE                 |
| 1   | SLEEVE UNIT  |
| 7   | LABOR,SVC FLYGT,NO TAX Z2-TP MODELS: 3000,7000,8000    |
| 1   | ENV FEE 11-50HP TP ENVIRONMENTAL FEE                   |
| 1   | SHOP SUPPLIES-MEDIUM PUMPS TP MISC SUPPLIES FOR REPAIR |

**Total Price \$ 5,714.75**

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.



**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Sincerely,

Matthew Dove  
Customer Experience Specialist  
Phone: 708-781-0097

matthew.dove@xylem.com  
Fax: 708-342-0491



**Customer Approval**

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount  Repair  Replacement shown above.

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

PO #: \_\_\_\_\_

Ship To:  Will Pick Up  Deliver  Ship To

Ship/Delivery Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bill To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Taxable:  Yes  No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.





# MEMO

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**Date:** June 13, 2023

**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:** Cummins Generator Service Agreement

---

**Budget Impact:** \$1786.75 Water Line Item 02-21-6510, 4,617.75 Sewer Line Item 04-00-6510

**Request:** Approve the Cummins service agreement to inspect and service 5 emergency generators.

**Discussion:** The Water and Sewer Department's generators need to be serviced and inspected. This is an annual occurring maintenance agreement for the period of 1 year. This will cover inspections and all needed maintenance on 5 emergency generators. This will also include inspections on 2 generator port inspections. This contract is through Cummins at a price of \$6,404.51. This is a budgeted request.

**Motion:** Approve the Cummins service agreement for \$6,404.51 to inspect and service 5 emergency generators.

*Thank you in advance for your consideration of this request.*





# Sales and Service

CHICAGO IL BRANCH  
 7145 SANTA FE DRIVE  
 HODGKINS, IL 60525  
 Phone: 708-579-9222

## PLANNED MAINTENANCE AGREEMENT

| Customer Address  | Customer Contact  | Quote Information  |
|---|---|--|
| CITY OF WILMINGTON<br>1165 S WATER ST<br>Wilmington, IL 60481 | Contact: Patrick Nugent<br>Phone: 815 4765663<br>Fax: 815 4762276<br>Cust Id: 18020 | Quote Date: 23-MAY-23<br>Quote Expires: 23-OCT-23<br>Quote Num: 197586<br>Quoted By: John D Prill<br>Quote Term: 1 Year(s) |

### Site Information

| Site | Unit Number  | Manufacturer    | Model     | Prod Model        | Serial Number  | Type    |
|------|--------------|-----------------|-----------|-------------------|----------------|---------|
| 1    | 745 WIDOWS   | GENERAC         | GEN SET   | SD0300KG17103D18F | 3000378147     | ST      |
| 2    | ARSONAL L/S  | ONAN            | GENERATOR | 150DGFA-5754407/R | C060898861     | STANDBY |
| 3    | LIFT STATION | KOHLER          | GENSET    | 100REZGD          | SGM326KPH      | ST      |
| 4    | STEWART ST   | KOHLER          | GENSET    | 100RZG            | 2213934        | ST      |
| 5    | WATER PORT 1 | CATERPILLAR     | GENSET    | D50P2             | OLY00000VNP041 | ST      |
| 5    | WATER PORT 2 | KOHLER          | GENSET    | 20ROZJ71          | 361345         | ST      |
| 5    | WATER WASTE  | MTU ONSITE ENER | GENSET    | 742RSL4050        | WA-566084-0708 | ST      |

| Site | Unit Number  | Manufacturer    | Model     | Prod Model        | Serial Number  | Type    |
|------|--------------|-----------------|-----------|-------------------|----------------|---------|
| 1    | 745 WIDOWS   | GENERAC         | GEN SET   | SD0300KG17103D18F | 3000378147     | ST      |
| 2    | ARSONAL L/S  | ONAN            | GENERATOR | 150DGFA-5754407/R | C060898861     | STANDBY |
| 3    | LIFT STATION | KOHLER          | GENSET    | 100REZGD          | SGM326KPH      | ST      |
| 4    | STEWART ST   | KOHLER          | GENSET    | 100RZG            | 2213934        | ST      |
| 5    | WATER PORT 1 | CATERPILLAR     | GENSET    | D50P2             | OLY00000VNP041 | ST      |
| 5    | WATER PORT 2 | KOHLER          | GENSET    | 20ROZJ71          | 361345         | ST      |
| 5    | WATER WASTE  | MTU ONSITE ENER | GENSET    | 742RSL4050        | WA-566084-0708 | ST      |

| Site | Unit Number  | Service Event            | Qty | Sell Price | Extended Price |
|------|--------------|--------------------------|-----|------------|----------------|
| 1    | 745 WIDOWS   | STANDARD PM FULL SERVICE | 1   | 982.44     | 982.44         |
| 2    | ARSONAL L/S  | STANDARD PM FULL SERVICE | 1   | 804.32     | 804.32         |
| 3    | LIFT STATION | STANDARD PM FULL SERVICE | 1   | 577.60     | 577.60         |
| 4    | STEWART ST   | STANDARD PM FULL SERVICE | 1   | 588.39     | 588.39         |
| 5    | WATER PORT 1 | INSPECTION               | 1   | 416.84     | 416.84         |
| 5    | WATER PORT 2 | INSPECTION               | 1   | 416.84     | 416.84         |
| 5    | WATER WASTE  | STANDARD PM FULL SERVICE | 1   | 2,618.08   | 2,618.08       |

\*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

GENERATORS: 745 WIDOWS, ARSONAL L/S, LIFT STATION, STEWART ST AND WASTE WATER:

FULL SERVICE IN OCTOBER OF 2023.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

| <u>Customer Address</u>                                       | <u>Customer Contact</u>   | <u>Quote Information</u>   |
|---|---|--|
| CITY OF WILMINGTON<br>1165 S WATER ST<br>Wilmington, IL 60481 | Contact: Patrick Nugent<br>Phone: 815 4765663<br>Fax: 815 4762276<br>Cust Id: 18020 | Quote Date: 23-MAY-23<br>Quote Expires: 23-OCT-23<br>Quote Num: 197586<br>Quoted By: John D Prill<br>Quote Term: 1 Year(s) |

**GENERATORS: WATER PORT 1 AND WATER PORT 2:**

**INSPECTION IN OCTOBER OF 2023.**

**For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:**

**Dan Prill, Cummins Inside Sales at john.prill@cummins.com, Phone: 651-286-2223 or fax 651-286-2163**

**\*\*\*Auto Renewal Option\*\*\***

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt IN to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

**\*\*\*Payment Info\*\*\***

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# \_\_\_\_\_

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639  
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

Joe Mulcahy-Territory Manager  
Office Phone 708-579-9222, Cell: 708-567-4822, Email Joe.Mulcahy@Cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.





# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

| <u>Customer Address</u>                                       | <u>Customer Contact</u>   | <u>Quote Information</u>   |                   |
|---|---|--|-------------------|
| CITY OF WILMINGTON<br>1165 S WATER ST<br>Wilmington, IL 60481 | Contact: Patrick Nugent<br>Phone: 815 4765663<br>Fax: 815 4762276<br>Cust Id: 18020 | Quote Date: 23-MAY-23<br>Quote Expires: 23-OCT-23<br>Quote Num: 197586<br>Quoted By: John D Prill<br>Quote Term: 1 Year(s) |                   |
|   |   | <b>Standard Agreement Amount</b>   | <b>\$6,404.51</b> |
|   |   | <b>Proposal Total</b>  | <b>\$6,404.51</b> |

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

**Customer Approval** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CUMMINS INC** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



# Generator Planned Equipment Maintenance



## INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

INCLUDES INSPECTION

### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.




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# MEMO

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**Date:** June 15, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

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

**Re:** Motion Authorizing City Administrator to execute a contract with Bounce Houses R us in the amount of \$1,103.50 for the Let Freedom Rock! Event

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Staff is finishing up the planning for Wilmington's annual Independence Day Celebration (Let Freedom Rock!) in Downtown Wilmington on June 30, 2023 at North Island Park. In January, we requested a budget of \$22,000 in FY24 which we expect to be offset by \$15,000 in sponsor donations or a net \$5,000 cost to the City. We are still on track for those assumptions.

One of the activities planned for the evening includes inflatables for the kids which include a bounce house and a giant 9-hole portable mini golf station. The Steering Committee planned this based on feedback from last year's event that the kids in the 6 – 12-year-old set didn't have an activity planned for them.

Before you is a lease contract for these items from the vendor we used last year Bounce Houses R us in the amount of \$1,103.50.

At this time Staff is requesting a motion authorizing the City Administrator to execute this contract.

Thank you in advance for your consideration of this request. Please do not hesitate to reach out to me with questions.



|                   |   |
|-------------------|---|
| Rental Date       | 06/30/2023 03:00am                            |
| Contact Person    | Renee Beck                                    |
| Event Address     | 250 bridge st                                 |
| City, State, Zip  | Wilmington, IL, 60481                         |
| Home Phone        | 815-931-3206                                  |
| Cell Phone        |   |
| Event Rental Time | 06/30/2023 03:00am thru<br>06/30/2023 09:00pm |
| Location          | North island park                             |
| Setup Surface     | Grass   |

| Equipment Rented                   |          |
|------------------------------------|----------|
| 1. Fun House Extra<br>Largex1      | \$255.00 |
| 2. 9 Hole Portable Mini<br>Golf x1 | \$695.00 |
| 3. Certificate of<br>Insurance x1  | \$0.00   |

| SubTotal            |         | \$950.00   |
|---------------------|---------|------------|
| Damage Waiver - Yes | \$85.50 | \$1,035.50 |
| Travel Fee          | \$68.00 | \$1,103.50 |
| Tax: 0%             | \$0.00  | \$1,103.50 |
| Total               |         | \$1,103.50 |
| Deposit Required    |         | \$275.88   |
| Due                 |         | \$1,103.50 |

Invoice #33690

Customer Comments: Kirsten 779.230.0572 city is processing for payment

Inspected By \_\_\_\_\_

THANK YOU FOR YOUR

**TERMS AND CONDITIONS OF CONTRACT:** If customer fails to abide by the terms and conditions set forth in this agreement, the customer must reimburse Bounce Houses R Us LLC for all court and/or attorney fees incurred by Bounce Houses R Us LLC to enforce this contract.

**LIABILITY /ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:** By signing this contract, the Lessee understands and acknowledges that the activity that they are voluntarily engaging in as a participant and or an observer, bears certain known risk and unanticipated risk which could result in injury, death, illness or disease, physical or mental, or damage to yourself, to your property, or to spectators or third parties. You, being aware of this risk entails risk or injuries to yourself and risk or injury to spectators or third parties as a result of your actions, expressly agree, covenant and promise to accept and assume all responsibility and risk of injury, death, illness, or disease, or damage to yourself or your property arising from participation in this activity. You also agree to pay for any damages caused to others, including attorney fees and costs, if they are injured or otherwise damaged due to any negligent actions. Your participation in this activity is purely voluntary; no one is forcing you to participate, and you elect to participate in spite of the known and unknown risks. The Lessee is solely responsible for the equipment listed in this agreement during the start and end times of this contract. The Lessee is fully responsible for the operation of the unit as well.

**RELEASE:** In consideration of the services and/or property provided: You, the Lessee, for yourself and any minor children for which you are the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release, Bounce Houses R Us, its principals, directors, officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that in gross negligence). The Lessee further agrees to reimburse for all attorney fees and costs should the Lessee bring legal action against Bounce Houses R Us and lose.

**DELIVERY AND PICK UP:** All payments must be made at time of delivery. Lessee grants Lessor the right to enter their location for delivery and return of equipment. If Lessor determines that payment has not been received or that the equipment is not being operated safely according to the terms of this agreement, then the pickup time is no longer applicable and all units and equipment are immediately due to be returned to Lessor. Failure to make units or equipment delivered to Lessee available for pickup shall make Lessee liable and responsible to Lessor for an additional daily rental fee per unit until all units or equipment are returned or until other satisfactory arrangements have been made, in writing, with Lessor. Please allow for a 3 hour window for the pickup. Customer is responsible for all equipment until our driver picks it up. Do not leave it unattended. Lessee is responsible for making sure that the unit is in the same condition as when received and that it is clean prior to pickup, ordinary wear is accepted. A cleaning fee will be imposed if the unit is unsatisfactory. The driver will be responsible for properly setting up the unit(s) and all equipment.

**SET UP:** Lessor will set up the unit at the time of delivery. Both parties agree that Lessor neither accepts nor assumes any responsibility for any underground lines of any kind (plumbing, electrical, cable, etc.) broken or damaged during set up. It is the responsibility of the Lessee to advise Lessor as to the location of any such underground lines. Once the unit is in place, Lessee must NOT move or adjust it. The unit must be used over a smooth, compatible surface (such as grass, dirt, or other level hard top surface) and may NOT be operated on rough surfaces such as, rocks, bricks, glass or jagged objects. If a unit is set up on a hard surface, such as asphalt or concrete, it must be monitored closely to prevent its moving. If it moves a bit, when free of jumpers/sliders, pull the corner back to its original location of installation. If the jumper moves off of the tarp, it may damage the bottom of the jumper/slide. A minimum of 2 feet clearance on all sides must be observed at all times. The unit POSITIVELY may NOT be located next to any wall, pole, tree or any fixed object, such as a building, shed, or pool! All equipment must be anchored to the ground, if not on the hard surface. If a banner is included with your unit, it shall not be removed for any reason. The Lessee is solely responsible for the banner (s) as well. No alteration in or attachments to any of the units can be made, unless there is written approval from the Lessor.

**ELECTRICAL SERVICE:** Lessee must furnish an electrical outlet located within 100 feet of each unit. Nothing else must be connected to this outlet. Voltage at motor must be 110 volts, therefore, use only the ONE extension cord (100 foot) the Lessor provides per motor. Using other or longer extension cords will burn the motor out due to low voltage. The stronger outlets are usually in the kitchen and laundry room. Lessee has sole responsibility for connecting to a proper outlet as described above.

**SPECIAL INSTRUCTIONS:** Our units and equipment are reliable. However, should the unit begin to deflate, here are a few troubleshooting ideas: If the motor has stopped, check the cord connection at the outlet near the motor and remember to only keep the 100 foot extension cord on the motor, and if the motor continues to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the unit to be sure that they are snug and retie them if necessary. If you cannot correct the problem, please call Bounce Houses R Us at **630-903-6800**.

Non weather cancellations



You may cancel your reservation but whatever amount has been paid including deposit and any other balance will not be refunded and will be good for up to a year from cancellation. You may cancel your reservation, however if it is within 12 to 11 days before the reservation you will be charged half the rentals price and will have one year from the date of cancellation to redeem your credit. If you cancel within 10 days, 9 days, 8 days, 7 days, 6 days, 5 days, 4 days, 3 days, 2 days, 1 day, and up to the start of your event rental you will still be charged the full amount of the rental and have one year from the date of cancellation to use the credit. We are a small business and we have limited equipment and hold that equipment for your reservation and need to be compensated for turning away other reservation. Thank you for your understanding.

**weather cancellation** Inflatables cannot be used if there are winds of 20 mph (15 mph for some items) or more, and cannot be used in the constant rain. 24 hours and up to 7:00 am on the day of your event, we will monitor the weather to see what is predicted in the forecast. If there is a 50 percent chance or more for consistent rain, or a prediction of winds 20 mph or above during the time of your event, we allow you to cancel the day of your event before 7:00 am. You will be able to choose to move your deposit to a different date, or choose to have a credit good up to a year from the date cancellation or receive a refund. You MUST call us before 7 am the morning of your event to cancel to receive your full refund of the deposit. Please note: we MUST keep safety in mind at all times, so Bounce Houses R Us reserves the right to cancel your rental due to inclement weather at any time.

**-Rain-**If there is a 50 percent or greater chance for rain during the scheduled time of your event, you can reschedule, have a credit for up to one year, or receive a refund before 7 am the morning of the scheduled delivery. However, if the forecast is calling for scattered showers or less than 50 percent chance, we recommend you continue with your scheduled delivery. If the forecast is for continuous rain throughout the day, we recommend you cancel or reschedule your event. **-Wind-**If there is a 50 percent or greater chance for rain during the scheduled time of your event, you can reschedule, have a credit for up to one year, or receive a refund before 7 am the morning of the scheduled delivery. However, if the forecast is calling for scattered showers or less than 50 percent chance, we recommend you continue with your scheduled delivery. If the forecast is for continuous rain throughout the day, we recommend you cancel or reschedule your event. **-Temperature-**All inflatables can be used in a wide range of temperatures, but if the temperature is expected to fall below 32 degrees at any time during your event, we will call the morning of your event to cancel/reschedule your delivery. You can reschedule, have a credit for up to one year, or receive a refund before 7 am the morning of the scheduled delivery. Keep in mind the children's activity will keep them very warm, and we recommend you continue as scheduled if the temperature is forecasted to be above 32 degrees. Deposits will not be refunded for temperature cancellations above 32 degrees. \* Once the delivery truck leaves the warehouse, you are responsible for payment in full, **NO EXCEPTIONS**. We want your party to go as smoothly as possible. Please call at 630-903-6800 us if you have any questions. Thanks!

**RULES OF OPERATION:**

1. Children's safety depends upon you. Your personal adult supervision is required at all times. Observe the rules contained in this section of the legal contract. The safety of all riders is your sole responsibility.
2. **NO SILLY STRING, CONFETTI, GUM, or anything sticky!!!** There is a \$50.00-\$500.00 cleaning charge, imposed immediately, if we find these in the unit after your party!
3. Except for Waterslides, absolutely no water of any kind (including wet clothing) may be used on, in, or around the unit. Never put a water hose in, spray water or get in with wet clothes or a wet swimsuit. There will be an additional \$50.00 cleaning charge for moonwalks are wet or dirty when picked up if there has been no rain.
4. All persons must remove shoes and any sharp objects before playing in or on the inflated party jump/slide. We highly recommend that riders remove eyeglasses.  
To avoid neck and back injuries, **FLIPS** are NOT allowed!
5. Do not allow riders to play or climb on outside walls, inside rafters, sides or roof of the unit. Do not lean on arches.
6. No jumping on step and keep the units zipped at all times.
7. No food, drinks, animals, or water inside the units.
8. In case of rain or high winds, remove occupants and unplug both the motor and extension from the wall outlet.
9. Do not turn motor off and on repeatedly, as this will burn out the motor.
10. Unit must remain tied down on level surface and not closer than 4 feet to any fixed object.
11. Never play or jump on a partially inflated unit.
12. Be sure to remove all personal items from the unit. We are not responsible for their return.
13. Observe occupant number limitations. Age groups **MUST NOT** be mixed or injury could result. The maximum number of occupants of each age group that play at one time are (unless otherwise noted on equipment):

| Unit           | Children 8 and under | Children 9-12 | Teens | Adults |
|----------------|----------------------|---------------|-------|--------|
| 15x15 moonwalk | 8-10*                | 6-7*          | 4-5*  | 4*     |
| 13x13 moonwalk | 8*                   | 5-6*          | 3-4*  | 3*     |
| 15x18 combo    | 10*                  | 6-8*          | 4-5*  | 4*     |
| 18' Slide      | 1*                   | 1*            | 1*    | 1*     |

\*These numbers are only a guideline. Please refer to the actual moonwalk for the specific number of riders allowed at one time.

**PAYMENT POLICY:** All payments are due and expected at time of delivery before set will begin. We will deduct your initial deposit from the total. We take cash, money orders, certified checks, or credit card. We do take checks from parks, schools, schools pta, churches, corporate, and organizations. **NO PERSONAL CHECKS**

**FINAL REMINDERS:** The Lessee acknowledges that he/she has been instructed about and fully understands the safe operation of the unit (s) and equipment that is subject to this rental agreement. The Lessee agrees to observe all safety precautions. Remember that at no time should the unit(s) be unattended. The Lessee also represents and warrants the safe return of the unit and hereby agrees to pay up to \$6,000.00 if it is not returned. If there is any negligence or abuse to the unit(s) or equipment addressed within this contract, the Lessee agrees to be responsible for and pay for ANY damages. Damage fees are estimates and vary:

- Inflatables: \$50-\$500 for cleaning fees  
\$200-\$5,000 for repairs  
\$2,000-\$8,000 if the unit needs to be replaced
- Concession Machines: \$25-\$50 for cleaning fees  
\$100-\$300 for repairs  
\$750 if the unit needs to be replaced
- All other items: Varies by item

Do not release/leave any of the unit(s) and/or equipment to anyone. Only release the unit(s) and equipment to a Bounce Houses R Us's employee. You, as Lessee, are fully responsible for all units and equipment. This rental agreement constitutes the full agreement between the Lessor and Lessee. The receipt of the unit(s) and/or equipment that is the subject of this rental agreement is in good working order and repair, and this is so acknowledged by Lessee. You, as Lessee, have inspected

and received the unit in good condition.

We are determined to provide the best service in the industry. Thank you for your business.

By signing this agreement, I hereby accept all the terms of this rental agreement.

Bounce Houses R Us

351 N York

ELMHURST

Illinois

60126

LESSEE:

\_\_\_\_\_

(Lessee's Signature)

\_\_\_\_\_

(Lessee's Printed Name)

\_\_\_\_\_

(Date)

---

**Fwd: Your Receipt from Bounce Houses R Us - Order #33690**

1 message

---

**Kirsten VanDuyne** <kvanduyne@islandparkdistrict.com>  
To: Jeannine Smith <jsmith@wilmington-il.com>

Wed, Jun 14, 2023 at 3:55 PM

Bounce house invoice!

Thank you!

Kirsten Van Duyne  
Executive DirectorWilmington Park District  
315 N Water St.  
Wilmington, IL 60481  
(815) 476-2729  
[www.islandparkdistrict.com](http://www.islandparkdistrict.com)

----- Forwarded message -----

From: **Renee Back** <rbeckpd@gmail.com>  
Date: Mon, May 8, 2023 at 5:57 PM  
Subject: Fwd: Your Receipt from Bounce Houses R Us - Order #33690  
To: Kirsten VanDuyne <kvanduyneipd@gmail.com>

Sent from my iPhone

Begin forwarded message:

**From:** Bounce Houses R Us <receipt@ers-mail.com>  
**Date:** May 8, 2023 at 1:51:04 PM CDT  
**To:** rbeckpd@gmail.com  
**Subject:** Your Receipt from Bounce Houses R Us - Order #33690  
**Reply-To:** bouncehousesrusil@gmail.com

Invoice/Receipt #33690

Bounce Houses R Us  
351 N York**Important Information - Please Read Below!**



ELMHURST, Illinois 60126  
630-903-6800  
bouncehousesrusil@gmail.com

06/30/2023 03:00am, 06/30/2023 09:00pm

Wellington Park district

Renee Beck

250 bridge st



Wilmington, IL 60481

Rbeckipd@gmail.com

/815-931-3206

Order Created by: Lynn Casey

Customer Comments:

|  |                           | Fri, Jun 30 3:00 am - 9:00 pm |                |
|--|---------------------------|-------------------------------|----------------|
|   | Fun House Extra Large     | \$255.00                      | x 1 = \$255.00 |
|   | 9 Hole Portable Mini Golf | \$695.00                      | x 1 = \$695.00 |
|  | Certificate of Insurance  | \$0.00                        | x 1 = \$0.00   |

|                     |         |            |
|---------------------|---------|------------|
| SubTotal            |         | \$950.00   |
| Damage Waiver - Yes | \$85.50 | \$1,035.50 |
| Travel Fee          | \$68.00 | \$1,103.50 |
| Tax: 0%             | \$0.00  | \$1,103.50 |

Total \$1,103.50

Deposit Required \$275.88

Due \$1,103.50

[\(Click here to View and/or Pay your Balance\)](#)

[Click here to Read and Sign your Contract](#)

[Click here to read and sign your contract](#)

**A few tips and reminders: (PLEASE READ BELOW)**

1. Please click the contract link above.

2. If you have not already paid your deposit online with a credit card...Your deposit can be paid by calling us to process your credit card over the phone. You can enter your deposit amount and click submit payment. It will take you to our secure processing provider.

3. Your balance is due in the form of cash, or credit card at or before set up. If paying with cash, please note that our drivers don't carry cash please have the exact amount. We do take checks from schools, school PTA, PTO, Churches, corporate, and organizations. We do not take personal checks.

4. We can set up on most surfaces, but not rocks or dirt patches of any kind. Please call us if you are unsure.

5. All inflatable units MUST be staked into the ground for safety. If not setting up on grass or have a sprinkler system we will secure the inflatable with sand bags for an additional fee. **Please call to arrange a sand bag set up if you have a sprinkler system or setting up any other surface than grass 630-903-6800**

6. We will email or call you the day before your event with a set up time (we sometimes have to arrive as 7:00 am to get all of the inflatables out on time, but we do not charge for the extra time you have the rental and you still get your guaranteed rentals time end on the contract.

7. All weather related cancellation will be determined 24 hours before the and/or up to 7:00 am the day of the event. Our warehouse manger will be in contact with all customers when weather issues are in the forecast. We will follow our weather cancellation policy for all refunds and credits our weather policy is found on our FQA page on the website and at the bottom of this email.

8. If your event is at a park, please let us know, as it affects our scheduling. You will need to either provide electricity within 100 ' or rent a generator, which we can provide for you at an additional cost.

#### 9. Non weather cancellations

You may cancel your reservation anytime whatever amount has been paid including deposit and any other balance at the time of cancellation will not be refunded and will be good for up to a year from cancelation date. **If you cancel within 10 days, 9 days, 8 days, 7 days, 6 days, 5 days, 4 days , 3 days, 2 days,1 day, and up to the start of your event rental you will still be charged the full amount of the rental and have one year from the date of cancellation to use the credit. We are a small business and we have limited equipment and hold that equipment for your reservation and need to be compensated for turning away other reservation. Thank you for your understanding.**

**weather cancellation** Inflatables cannot be used if there are winds of 20 mph (15 mph for some items) or more, and cannot be used in the constant rain. 24 hours and up to 7:00 am on the day of your event, we will monitor the weather to see what is predicted in the forecast. If there is a 50 percent chance or more for consistent rain, or a prediction of winds 20 mph or above during the time of your event, we allow you to cancel the day of your event before 7:00 am. You will be able to choose to move your deposit to a different date, or choose to have a credit good up to a year from the date cancellation or receive a refund. You MUST call us before 7 am the morning of your event to cancel to receive your full refund of the deposit. Please note: we MUST keep safety in mind at all times, so Bounce Houses R Us reserves the right to cancel your rental due to inclement weather at any time.

#### **-Rain-**

If there is a 50 percent or greater chance for rain during the scheduled time of your event, you can reschedule, have a credit for up to one year, or receive a refund before 7 am the morning of the scheduled delivery. However, if the forecast is calling for scattered showers or less than 50 percent chance, we recommend you continue with your scheduled delivery. If the forecast is for continuous rain throughout the day, we recommend you cancel or reschedule your event.

#### **-Wind-**

Inflatables cannot be used in winds exceeding 20 mph (15 mph for some items). If the forecast is for high winds, we will call to cancel and you can reschedule your rental, receive a credit good for one year, or receive a refund. We will cancel the event or you must confirm cancellation before 7:00 am on the day of the event.

**-Temperature-**

All inflatables can be used in a wide range of temperatures, but if the temperature is expected to fall below 32 degrees at any time during your event, we will call the morning of your event to cancel/reschedule your delivery. You can reschedule, have a credit for up to one year, or receive a refund before 7 am the morning of the scheduled delivery. Keep in mind the children's activity will keep them very warm, and we recommend you continue as scheduled if the temperature is forecasted to be above 32 degrees. Deposits will not be refunded for temperature cancellations above 32 degrees.

\* Once the delivery truck leaves the warehouse, you are responsible for payment in full, NO EXCEPTIONS.

We want your party to go as smoothly as possible. Please call at 630-903-6800 us if you have any questions. Thanks!

## CONTRACT

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of January, 2022, by and between **Laser Encore**, located at 9897 Lower 8<sup>th</sup> Street N St. Paul MN 55042 and **Catfish Days** hereinafter referred to as **CLIENT**, located at 1165 South Water Street Wilmington, Illinois 60481.

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

#### **1. LASER SHOW/PRODUCTION:**

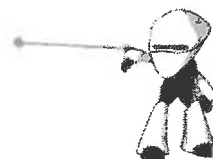
- 1.1 *Location(s)*: The laser show will be held outdoors at North Island Park
- 1.2 *Date(s)*: Laser Encore will provide the laser show on the following dates: July 22, 2023
- 1.3 *Type of Show(s)*: 30-minute outdoor laser show with full-color laser graphics projected onto our laser screen and aerial beam effects all choreographed to music.

#### **2. LASER ENCORES OBLIGATIONS.**

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

#### **3. CLIENT'S OBLIGATIONS.**

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



**Catfish Days, CONTRACT (Cont'd.)**

**4. TERMS AND CONDITIONS:**

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

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

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

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

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

4.4 *Down Payment:* \$3,250 shall be paid as a deposit down by CLIENT, to and received by Laser Encore not later than July 22, 2023

4.5 *Balance:* \$3,250.00 shall be paid by CLIENT, to and received by Laser Encore not later than July 22, 2023.

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.

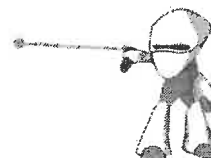
**IN WITNESS WHEREOF**, the parties hereunto set their names on the day and in the year first above written.

---

SIGNATURE AND TITLE  
CLIENT

---

SIGNATURE AND TITLE  
LASER ENCORE



## Invoice /Contract

### Circus Boy

9721 S. McVicker Ave.  
Oak Lawn, IL 60453  
708/499-9880

Show dates: Saturday July 22<sup>nd</sup> 2023

Show times: 12:30 PM

Location of performance: Catfish Days

The North Island for Catfish Days  
Off Rt. 53  
Wilmington, IL

Fee amount: \$350.00 Rain or shine. Thank you. Payable to **Robert**  
**Hunt**




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# MEMO

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**Date:** June 15, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

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

**Re:** Motions Authorizing Memorandums Of Understanding for a RT66 Mural and RT66 Monument Signage; and Motion Authorizing the City Administrator to Execute a Masonry Contract for the RT66 Mural Project; and Motion Authorizing the Administrator to Execute a Contract with OH Design Group for Wall Mural Fabrication and Installation

---

**Budget Impact:** \$10,000 estimated for RT66 Monument Sign installation and amenities with the remainder of the project paid for by Heritage Destinations (CVB) Grant Proceeds

**History:** In January, the City submitted a grant application to the Convention and Visitors Bureau for a Wall Mural project in the downtown and a RT66 Monument Sign to be placed in the City Center area (TBD). The Wall Mural will be installed in the downtown area at approximately the intersection of Baltimore Street (Route 66) and Water Streets. The Rt 66 Monument Sign will be placed on City Property within the Corridor and most likely in a park setting (which will include lighting and possibly benches and planters) to allow for parking within close proximity to the sign and provide for a scenic byway photo opportunity for visitors.

**Staff Analysis:** The City received notice this week that our award has been increased to \$40,000 from the requested \$32,000 to cover ancillary costs associated with preparing the surface of the building the mural will be placed on as well as a one-time \$5,000 payment to the CVB covering administrative costs for the fabrication and delivery of the monument sign and state/federal reporting associated with the mural project.

There are two Memorandums Of Understanding for your consideration. Both have been reviewed by Attorney Wellner. The first is an agreement between the City of Wilmington and the CVB authorizing the Monument Sign and the second is an agreement between the City of Wilmington authorizing the Wall Mural Project.

Additionally, Staff is requesting your award of contract to MD Masonry inc. for the tuckpointing work associated with the project in the amount of \$10,500. Staff sent 4 requests to area masons seeking quotes for the work at 102 S Baltimore and received 3 in response.

An invitation to meet onsite was made to all vendors and two of the three agreed to do so. After much discussion with these vendors surrounding the condition of the wall and installation procedure of the mural the City received the attached quotes for tuckpointing in the amounts as follows:

| <u>COMPANY NAME</u> | <u>QUOTE AMOUNT</u> |
|---------------------|---------------------|
| RAMCORP Inc.        | \$30,000            |
| Wayne McPherson     | \$15,000            |
| MD Masonry inc.     | \$10,500            |

Finally, the City has been in regular communication with Mr. Steve Streit from OH Design Group on the fabrication and installation of a wall mural relating to this project. Staff has made a few presentations to the Council requesting feedback on design concepts which will be ongoing until we come up with a design that is acceptable to Council. Please note that we are not required to go to bid on this portion of the project.

**Motion:** Staff brings before you the following motions for your consideration and approval

- **Authorizing the City Administration to Execute a Memorandum Of Understanding for the RT66 Mural project not exceeding \$40,000;**
- **Authorizing the City Administrator to Execute a Memorandum of Understanding for the RT66 Monument Signage fabrication and delivery not exceeding \$12,000;**
- **Authorizing the City Administrator to Execute a Masonry Contract with MD Masonry inc. for tuckpointing associated with the RT66 Mural Project in the amount of \$10,500; and**
- **Authorizing the Administrator to Execute a Contract with OH Design Group for the RT66 Wall Mural Fabrication and Installation not exceeding \$9,911**



**102 S Water Street - Baltimore Tuckpointing Job**

1 message

Jeannine Smith <jsmith@wilmington-il.com>  
To: Jeannine Smith <jsmith@wilmington-il.com>

Mon, Jan 9, 2023 at 3:02 PM



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**Jeannine Smith***City Administrator*

1165 S. Water Street

Wilmington, IL 60481

Office: 1-815-476-2175 ext 232

Direct: 1-779-801-2806

Confidentiality Note: This e-mail is intended for the person or entity to which it is addressed and may contain information that is privileged, confidential, or otherwise protected from disclosure. Dissemination, distribution, or copying of this email or the information herein by anyone other than the intended recipient is prohibited. If you have received this e-mail in error, please notify the sender by reply e-mail, and destroy the original message and all copies.

**ROUTE 66 GRANT FY23**

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

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and CITY OF WILMINGTON (an Illinois municipality) (hereinafter "CITY"), whose address is 1165 S. Water Street; Wilmington, IL 60481.

**RECITALS**

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

WHEREAS, the State of Illinois has made grant funds available to Illinois CVBs for the purpose of promoting tourism and celebrating the 100<sup>th</sup> Anniversary of Route 66, which includes attraction development along historic Route 66 (specifically, a mural in Wilmington); and

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

WHEREAS, CVB will provide funding for the mural design, creation, and installation described herein, to the City of Wilmington pursuant to the terms of this Agreement.

WHEREAS, as consideration for the project management (including grant reporting) of said MURAL, the CITY agrees to a one-time payment of five thousand five hundred dollars (\$5,000) to CVB to cover administrative costs for the fabrication, delivery, reporting of MURAL. The CITY agrees to make the one-time payment on or before September 30, 2023.

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

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

1. The term of this agreement shall commence on or before June 1, 2023, and shall continue through September 30, 2023 unless sooner terminated in whole or in part according to the terms of the agreement. The mural work (creation, fabrication and installation and ancillary costs) must be completed by September 30, 2023.

2. CITY shall follow state procurement guidelines and have multiple bids for project components over \$10,000.
3. CITY will provide said bids/quotes and authorize the CVB pay selected vendors up to 50% down by June 30, 2023 and balance no later than August 30, 2023.
4. CITY shall have the sole discretion as to the location and placement of MURAL and shall have the right to change locations, if warranted.
5. In addition to providing the location within the CITY for the MURAL, the CITY will provide signage adjacent to the MURAL indicating the following information: "Project funded by Illinois DCEO Route 66 Grant" and which will include the logos of Enjoy Illinois, CVB, and CITY. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the discretion of the CITY.
6. CVB shall not be liable for any injury or death occurring in or about the area where the MURAL is placed, or for injury or death that is caused because of the condition of the MURAL itself, or due to the foundation or surface on which the MURAL is placed.
7. CVB shall not be liable for repair, replacement, or maintenance of the MURAL after delivery of the MURAL to the CITY.
8. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the sue and placement of Mural.
9. The Parties hereby acknowledge that the approximate cost for the creation and installation of the MURAL is a Route 66 grant eligible expense of less than \$40,000 for design, creation, and installation, the entire cost of which is paid with the Route 66 grant provided by the CVB. The City of Wilmington shall be financially responsible for expenses exceeding the initial \$40,000.

***MOU/contract must be signed/executed by June 30, 2023 with payments completed by July 31, 2023 and work completed by September 30, 2023..***

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

\_\_\_\_\_  
 CITY OF WILMINGTON  
 Jeannine Smith, City Administrator

DATE \_\_\_\_\_

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

DATE \_\_\_\_\_  
**2023-06-13**

## ROUTE 66 GRANT FY23

### ROUTE 66 COMMUNITY MONUMENTS AGREEMENT BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU AND CITY OF WILMINGTON

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and CITY OF WILMINGTON (an Illinois municipality) (hereinafter "CITY"), whose address is 1165 S. Water Street; Wilmington, IL.

#### RECITALS

WHEREAS, the CITY is a non-home rule municipality pursuant to the Illinois Constitution and the Illinois Municipal Code and located within the geographic boundaries of the HERITAGE CORRIDOR CVB; and

WHEREAS, CVB is an Illinois not-for-profit organization that partners with communities to promote the historic I&M Canal National Heritage Area; and

WHEREAS, the State of Illinois has made grant funds available to CVB for the purpose of promoting tourism and celebrating the 100<sup>th</sup> Anniversary of Route 66, which includes the fabrication and delivery of Route 66 Community Monuments along The First Hundred Miles of Route 66; and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of fabrication and delivery of these MONUMENTS; no federal funds will be used; and

WHEREAS CVB will furnish a certain MONUMENT, described herein, to the CITY pursuant to the terms of this Agreement.

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

1. CVB agrees to furnish one "Route 66 Community Monument" (hereinafter "MONUMENT") described as follows: Route 66 Shield Interactive Monument; 72" tall by 14'8" wide.
2. CVB will deliver MONUMENT to a location within the CITY's jurisdictional boundaries to be determined by the CITY on or before August 31, 2023. CITY will provide a sign which includes the following "Projected funded by Illinois DCEO's Route 66 Grant" with Enjoy Illinois, CVB, and CITY logos.
3. The CITY shall not be financially responsible for the manufacture or delivery of the MONUMENT.
4. The CITY agrees to provide: a minimum of 4' poured concrete pad (or existing concrete surface) foundation for structure, built to the manufacturers' specifications at a minimum 1' all around; public space/property for MONUMENT to be erected.
5. Once delivered by manufacturer, the MONUMENT shall be the sole property and responsibility of the accepting party. CVB shall have no responsibility of any kind for the MONUMENT after delivery. CITY will maintain the MONUMENT through Route 66 Centennial in 2026.

6. CVB shall not be liable for any injury or death occurring in or about the area where the MONUMENT is placed, or for injury or death that is caused because of the condition of the MONUMENT itself, or because for the foundation of which the MONUMENT was placed.
7. MONUMENT shall be delivered as-is and the CVB makes no warranties of any kind either express, implied, or statutory related to the MONUMENT.
8. CVB shall not be liable for repair, replacement, or maintenance of the MONUMENT after delivery of the MONUMENT to the CITY.
9. Once the MONUMENT is installed the CITY along with the CVB will plan a "public announcement event".
10. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the sue and placement of MONUMENT.
11. The approximate cost for the procurement of the MONUMENT is a Route 66 grant eligible expense of less than \$12,000 for fabrication and delivery, the entire cost of which is paid with the Route 66 grant provided by the CVB.

***All contracts must be signed/executed by June 30, 2023 with payments completed by July 31, 2023.***

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

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

DATE \_\_\_\_\_

\_\_\_\_\_  
CITY OF WILMINGTON  
BY ITS AUTHORIZED AGENT  
Jeannine Smith, Economic Development

DATE \_\_\_\_\_

# PROPOSAL

January 20, 2023

City of Wilmington  
1165 S Water St  
Wilmington, IL 60481

Attn: Jeannine  
Re: 102 S Water St Front Half of North Wall Brick Repairs

Dear Jeannine:

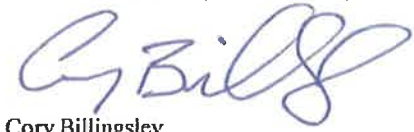
We propose to furnish labor and materials for the masonry at the above project as follows:

- Grind/Tuckpoint out lined area in attached photo
- Remove/Replace brick as needed

\$30,000.00

This proposal expires after 30 days.

RAMCORP, INC. (Subcontractor)



Cory Billingsley  
CB:cw

Contractor

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# Proposal

## McPherson Masonry

815-791-4577

|  |   |                        |
|--|---|------------------------|
| PROPOSAL SUBMITTED TO<br><i>City of Wilmington</i> | PHONE                                     | DATE<br><i>6-13-23</i> |
| STREET   | JOB NAME<br><i>102 South Water Street</i> |                        |
| CITY, STATE AND ZIP CODE                           | JOB LOCATION                              |                        |
| ARCHITECT  | DATE OF PLANS                             | JOB PHONE              |

We hereby submit specifications and estimates for:

We will tuck point the North side of the Building from the Eastern Corner to the first window and from the bottom to the top of the building. We will Grind out the old Mortar and tuck point. The Repaired Area is around 575 Sq. Ft.

**ALL MONEY DUE ON COMPLETION: 2% PER MONTH WILL BE ADDED TO UNPAID BALANCES**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

*Fifteen thousand* dollars (\$ *15,000.00*)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. The purchaser agrees to pay court costs and reasonable attorneys' fees incurred by us in the collection or enforcement of any debt. We retains and shall have a purchase-money security interest in the equipment described above and all accessions under the Illinois Uniform Commercial Code until all monies owed hereunder are paid in full.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

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

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**MD Masonry inc.**1s569 Halsey Rd  
Oakbrook Terrace, IL60181**Contract**

To: Wilmington project

Date: 6/4/23

Project Address: 102s. water St. Wilmington

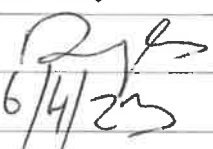
Project #: tuckpointing and bricks replacement

Attn: Jeannine

Phone: 8153701292

| QTY       | UNIT | DESCRIPTION   | UNIT PRICE | TOTAL   |
|-----------|------|---|------------|---------|
|           |      | North side elevation:grinded,retuckpoint cracked masonry joints proximately 25 feet by 25 feet area by east north corner and replace around 500 spalling bricks also replace falling copings on top of wall.<br>All materials and scaffolding shall be provided by masonry contractor. (30%) of full payment is due before the job is started and the rest will be due when the job is completed. |            |         |
| SUBTOTAL  |      |   |            |         |
| SALES TAX |      |   |            |         |
| TOTAL     |      |   |            | \$10500 |

Upon acceptance by costumer, this estimate becomes a binding contract. Any additional coast or labor other than specified will be done only with consent of owner and will charge an additional rate. Invoices which are not paid in 30 days of the date of completion of work the costumer will pay all attorney fees, service charges and interest E1involved in collections.

|              |   |                       |            |
|--------------|---|-----------------------|------------|
| Company Name | <b>MD Masonry inc.</b><br>(Contractor)  | j<br>o<br>i<br>n<br>t | Wilmington |
| By           | Darius Masys  | By                    |            |
| Signature    |  | Signature             |            |
| .Date        | 6/4/23  | Date                  |            |



918 Commerce Street  
 Lockport, Illinois 60441  
 630.804.3503  
 OHDesignGroup.com

## Quotation 23038

Heritage Destinations CVB  
 2701 Black Road, Suite 201  
 Joliet, IL 60435  
 Contact:  
 Bob Navarro  
 815-474-9953

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

Date: 17 May 2023

|                                      |   |
|--------------------------------------|---|
| Project: Route 66 Outdoor Wall Mural | Prepared By: Steve S. email: ss@ohpub.com |
|--------------------------------------|---|

| 16' x 20' Banner Mural  | QTY | Unit Price | Price    |
|---|-----|------------|----------|
| <b>1. 16' x 20' channel</b>   |     |            |          |
| A. 16' x 20' aluminum channel frame system. Color: Silver.  | 1   | 3,115.00   | 3,115.00 |
| B. <b>Optional:</b> Custom color  | 1   | 600.00     | 600.00   |
| <b>2. Mural Print</b>   | 1   | 546.00     | 546.00   |
| A. Mural Print: 13oz Front Lit Vinyl (FL) Single Sided,<br>Size: 188.375" x 236.375", Fabrication: #2 Grommets Offset in Corners<br>and Every 6-8" in between |     |            |          |

|   |  |  |          |
|---|--|--|----------|
| <b>3. DESIGN</b>                          |  |  |          |
| A. Graphic Design and Project management. |  |  | 3,000.00 |

|                                   |  |  |          |
|-----------------------------------|--|--|----------|
| <b>4. Installation</b>            |  |  |          |
| A. Installtion of Frame and Mural |  |  | 1,800.00 |

| Terms  |          |             |
|--|----------|-------------|
| A. Options can be installed at a later date if project needs to be phased. | Subtotal | \$9,061.00  |
| B. Shipping to site. (20ft sections are special shipping)                  | Shipping | Est. 850.00 |
| C. Taxes are responsibility of Purchaser.                                  | Taxes    | N/A         |
| D. Estimate is valid for 30 days from the date.                            |          |             |

Thank you for the opportunity to present our quotation. We look forward to working with you!  
 OH! Design Group · 918 Commerce Street · Lockport, Illinois · 630.804.3503

**END OF CONSENT AGENDA ITEMS**

**jziller@wilmington-il.com**

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**From:** John Braithwaite  
**Sent:** Thursday, May 04, 2023 10:05 AM  
**To:** jziller@wilmington-il.com  
**Subject:** Request for variance and exception to city ordinance 150.89

My name is John Braithwaite and I live at 707 S. Kankakee St. Wilmington

I am requesting a variance for my travel trailer which is parked on the side of my property. It is on a gravel pad. It is off of the right of way and does not impede the side walk. Included are pictures of where my travel trailer is parked and what my yard looks like beyond it.

It is not feasible to move it any farther back in my yard as the ground is too soft off of the gravel pad and would be extremely hard to maneuver given the neighbors fence and softness of the ground and the trees in my yard. I am a senior citizen and also a veteran and can not afford the cost of storage.

Thank you for your consideration. I can be reached at XXXXXXXXXXX

Sincerely John Braithwaite







