



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

**Agenda - Regular City Council Meeting
Wilmington City Hall - Council Chambers
November 7, 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. CITIZENS COMMENT *(State your full name clearly; limit 3 minutes each)*

C. CONSENT AGENDA

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

1. Approval of the Regular Meeting Minutes from October 17, 2023
2. Approval of the Accounts Payable Report

D. MAYOR'S REPORT

1. Approval of the Mayoral Appointment of Jeffrey Bexson as the Plumbing Inspector
2. Oath of Office – Jeffrey Bexson
3. Oath of Office – Fabian Reyes

E. ORDER OF BUSINESS

1. Consideration to Approve Ordinance No. 23-11-07-01, An Ordinance Approving a Map Amendment from B2-Light Commercial to B3-General Commercial for Property Located at 303 E. Baltimore Street, Wilmington, IL 60481 (PIN 03-17-25-343-010-0000)
2. Consideration to Approve Ordinance No. 23-11-07-02, An Ordinance Amending Chapter 32 Article 6 of the City of Wilmington Code of Ordinances as It Pertains to the Plumbing Inspector
3. Consideration to Approve and Authorize the Execution of the Wilmington School District 209U Facility Use Application
4. Consideration to Approve the Estimate from Michiana Truck Center for Repairs Made to the 2008 Nissan Elgin Street Sweeper at a Cost of \$6,445.08
5. Consideration to Approve the Payment of \$5,400 to Johnke Tree Service for the Removal of Two Dangerous City Trees

6. Consideration to Approve and Authorize the Execution of the Purchaser Agreement with Maggie Speaks for Live Entertainment at the 2024 Let Freedom Rock Celebration in the Amount Not Exceeding \$5,000 and with Attorney Approval
7. Consideration to Approve Springbrook Invoice No. INV-012989 in the Amount Not Exceeding \$26,955.28

F. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

G. ALDERMEN COMMENTS

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

H. 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)]

I. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

J. ADJOURNMENT

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

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

The next regularly scheduled City Council meeting is November 21, 2023.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
OCTOBER 17, 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, Ryan Jeffries, Dennis Vice, Ryan Knight, Jonathan Mietzner, Leslie Allred, and Thomas Smith. Absent: Todd Holmes. The number present constitutes a quorum.

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

CITIZENS COMMENT

Fire Chief Zlomie commended the City on the fire hydrant maintenance program.

CONSENT AGENDA

1. Approval of the Regular Meeting Minutes from October 3, 2023
2. Approval of the Accounts Payable Report
3. Approval of Resolution No. 2023-12, A Resolution Designating Meeting Dates & Times and Holiday Observances in 2024
4. Approval of the Amendment to the Metropolitan Alliance of Police Wilmington Police Chapter #129 Collective Bargaining Agreement
5. Approval and Authorization to Execute the Engineering Agreement for the Lead Service Line Inventory with Chamlin & Associates not to exceed the total cost of \$44,000

Aldersperson Kirwin made a motion and Aldersperson Allred seconded to approve the Consent Agenda for the October 17, 2023, City Council meeting as presented

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

MAYOR'S REPORT

Aldersperson Jeffries made a motion and Aldersperson Allred seconded to approve the Mayoral Appointment of Chris Francis to the Planning & Zoning Commission with Term Expiration of May 2026

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Mayor Dietz administrated the oath of office to Chris Francis.

Mayor Dietz announced that the Trick-or-Treat Hours are from 4:30 PM to 7:30 PM on October 31, 2023.

ORDER OF BUSINESS

Aldersperson Vice made a motion and Aldersperson Knight seconded to approve and authorize the Execution of a Subrecipient Grant Agreement with Will County to Receive \$2,000,000 in Grant Funds to be Used for Infrastructure Improvements in the Downtown Area

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Aldersperson Allred made a motion and Aldersperson Kirwin seconded to approve and authorize the execution of a Contract with ComEd to Upgrade the Electrical Service to the North Island Lift Station for a Total Cost of \$5,039.40

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Aldersperson Knight made a motion and Aldersperson Jeffries seconded to approve and authorize the Execution of a Contract with Principal Lighting, Inc. in an amount not exceeding \$4,066.07

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – Reported that he attended an Illinois Department of Labor seminar related to the Paid Leave for All Workers Act

City Administrator – Jeannine Smith – Announced that Fisher Auto Parts is hosting a car show and trunk or treat event on October 22, 2023, please observe the road closures during the day.

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – Reported that the street sweeper is being diagnosed for repair and will be providing outsourcing information at the Committee of the Whole meeting. The bid opening for Lawn Care Maintenance took place this morning. The outcome related to the RFP will be presented at the November Committee of the Whole meeting.

Deputy Chief of Police – Justin Dole – No Report

ALDERPERSON COMMENTS

Aldersperson Kirwin – No Comment

Aldersperson Vice – No Comment

Aldersperson Allred – No Comment

Aldersperson Holmes – No Comment

Aldersperson Jeffries – No Comment

Aldersperson Knight – No Comment

Aldersperson Mietzner – No Comment

Aldersperson Smith – No Comment

EXECUTIVE SESSION

Aldersperson Allred made a motion and Aldersperson Mietzner seconded to go into Executive Session at 7:13 PM to discuss the Appointment, Employment, Dismissal, Compensation, Discipline, and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)], Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)], Matters of Land Acquisition [ILCS 2(c)(5) and 2(c)(6)], and Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Aldersperson Allred made a motion and Aldersperson Knight seconded to close Executive Session at 8:30 PM

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

No action taken

ADJOURNMENT

The motion to adjourn the meeting was made by Aldersperson Allred and seconded by Aldersperson Knight. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on October 17, 2023, adjourned at 8:34 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

ORDINANCE NO. 23-11-07-01

AN ORDINANCE APPROVING A MAP AMENDMENT FROM B2-LIGHT COMMERCIAL TO B3-GENERAL COMMERCIAL FOR PROPERTY LOCATED AT 303 E. BALTIMORE STREET, WILMINGTON, IL 60481 (PIN 03-17-25-343-010-0000)

WHEREAS, the City of Wilmington, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-1, has established zoning standards and controls within the City of Wilmington, Will County, Illinois; and

WHEREAS, Thomas Outsen on behalf of Municipal Trust & Savings Bank TR 3024, the Owner of Property, (hereinafter collectively referred to as the “Petitioner”) filed a petition for the property commonly described as 303 E. Baltimore Street, Wilmington, IL 60481 and further described in Exhibit A (hereinafter referred to as “Subject Property”) and requesting a map amendment from B2-Light Commercial to B3-General Commercial; and

WHEREAS, the appropriate notices were given and a public hearing was held upon said petition for a map amendment by the Planning and Zoning Commission (the “PZC”) of the City of Wilmington, Illinois on Thursday, November 2, 2023; and

WHEREAS, the PZC voted to recommend approval of the petition with regard to the aforesaid property, at its regular meeting on Thursday, November 2, 2023; and

WHEREAS, in recommending the approval of the petition for a map amendment to Subject Property from B2-Light Commercial to B3-General Commercial, the PZC made the following findings of fact:

1. That such rezoning conforms to the comprehensive plan or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate and taking into account the surrounding area's trend of development;
2. The proposed rezoning conforms to the intent and purpose of the City Zoning Ordinance;
3. The proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses;
4. Adequate public facilities and services exist or can be provided; and

WHEREAS, the petition and PZC’s recommendation and findings of fact were reviewed by City Council and City Council finds it is in the best interest of the City of Wilmington to grant a map amendment to Subject Property from B2-Light Commercial to B3-General Commercial.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilmington, Will County, Illinois, as follows:

SECTION 1: INCORPORATION OF RECITALS

The above recitals and all exhibits referred to in this Ordinance are incorporated herein.

SECTION 2: MAP AMENDMENT TO SUBJECT PROPERTY

That the map amendment to Subject Property is hereby granted, subject to the following:

Subject Property, as described in Exhibit A, is hereby amended from a B2-Light Commercial Zoning District to a B3-General Commercial Zoning District as defined in the Wilmington Code of Ordinances, and that the Zoning Map of the City of Wilmington is hereby amended to reflect such amendment. A copy of such B-3 zoning regulations is attached hereto and incorporated into this Ordinance by reference as Exhibit B.

SECTION 3: SEVERABILITY

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

SECTION 4: REPEALER

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

SECTION 5: EFFECTIVE DATE

That this Ordinance shall be in full force and effect after its adoption and approval, as provided by law.

PASSED this _____ day of _____, 2023 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this _____ day of _____ 2023

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

EXHIBIT A

“Subject Property”

Common Address

303 E. BALTIMORE STREET, WILMINGTON, IL 60481

PIN

03-17-25-343-010-0000

Legal Description

LOT 5 & 6 BLOCK 37 IN THE CITY OF WILMINGTON, IN PRT OF THE E1/2 SW1/4 SEC 25,
T33N-R9E

EXHIBIT B

150.62 B-3 General Commercial District.

- (A) Purpose and intent. The B-3 General Commercial District is intended to accommodate retail and wholesale commercial activities which are adjacent to arterial streets and serves the population of the city and its surrounding areas.
- (B) Permitted land uses and developments.
 - (1) Any use permitted in the B-2 Light Commercial District;
 - (2) Accessory uses;
 - (3) Amusement establishments including, but not limited to, bowling alleys, pool halls, dance halls, skating rinks, video arcades and banquet facilities;
 - (4) Animal hospitals;
 - (5) Automobile service stations, repair facilities and car washes when used in conjunction with the automobile service station;
 - (6) Automobile, truck and recreational vehicle sales and rental;
 - (7) Bars, taverns and package liquor stores;
 - (8) Boat showrooms, sales and repairs;
 - (9) Electrical showrooms and shops;
 - (10) Farm implement, feed and seed stores;
 - (11) Garages for storage, repair and servicing of motor vehicles, including body repair, painting and engine rebuilding;
 - (12) Greenhouses, nurseries, garden supply, tool and seed stores;
 - (13) Hospitals;
 - (14) Hotels and motels;
 - (15) Motor vehicle sales;
 - (16) Newspaper offices;
 - (17) Parking lots and parking structures as a principal use;
 - (18) Pawnshops;
 - (19) Plumbing and heating service and equipment stores;
 - (20) Printing and publishing establishments;
 - (21) Taxidermists;
 - (22) Tire stores, sales and service;
 - (23) Union halls, hiring halls and trade association offices/meeting rooms.
- (C) Conditional land uses and developments.
 - (1) B-2 permitted and conditional uses which include drive-through facilities;
 - (2) Amusement parks, including but not limited to permanent carnivals, kiddie parks and other similar outdoor amusements;

- (3) Building contractor's office and material storage;
- (4) Building material and products, sales, storage and accessory manufacturing of building components;
- (5) Bus and train stations;
- (6) Cartage and express facilities;
- (7) Car washes;
- (8) Financial institutions, with drive-through facilities;
- (9) Kennels;
- (10) Outdoor storage in accordance with Section 150.85 of this chapter;
- (11) Planned unit developments;
- (12) Public utility and governmental service uses on lots having areas, widths, yards and other conditions as approved by the city council. Including, but not limited to:
 - (a) Electrical substations and booster stations,
 - (b) Filtration plant, pumping station, well and water reservoir,
 - (c) Sewage treatment plant,
 - (d) Telephone exchange and microwave relay tower,
 - (e) Other government and utility uses;
- (13) Restaurants which include drive-through facilities;
- (14) Self-storage warehouse establishments;
- (15) Stadiums and arenas, convention, civic and exhibition centers;
- (16) Theaters, outdoor and drive-in;
- (17) Warehouse and storage facilities;
- (18) Farming;
- (19) Campgrounds with on-site potable water and toilet facilities;
- (20) Accessory wind devices used primarily for generation of electricity for on-site use with a rated capacity of not more than 100 kilowatts (kW), such as a wind turbine, wind charger, or windmill ("wind device"). A wind device may be mounted on the roof or side of a structure provided it does not exceed 15 feet in height above the highest point of the structure, or ground-mounted on a pole or tower not exceeding 70 feet in height. Only one wind device is permitted on a zoning lot. A ground-mounted wind device must be located on a zoning lot of at least five acres, and be set back at least 125 percent of its height from all zoning lot lines. The noise level of a wind device shall not exceed 60 A-weighted decibels (dBA) as measured at the nearest zoning lot line, except during short-term events such as utility outages and severe windstorms;
- (21) Mobile home parks on no more than 80 acres of land that is adjacent to land used for campgrounds, forest preserves, hunting preserves and/or clubs or private recreation facilities, subject to development and operation in compliance with chapter 161 of the City Code; and

(22) Residential uses consistent with R-3 District standards on land that is adjacent to land used for campgrounds, forest preserves, hunting preserves and/or clubs or private recreation facilities, subject to development in accordance with a residential planned unit development plan approved in accordance with article 6 of the zoning ordinance.

(D) Bulk and density requirements.

- (1) Minimum lot area. No minimum lot area is established in this district. However, lot dimensions shall be sufficient to meet the remaining density and dimensional regulations.
- (2) Minimum lot width. No minimum lot width is required.
- (3) Building setback requirements.
 - (a) Front yard. No principal building shall be allowed within 40 feet of any lot line or street right-of-way line.
 - (b) Side yard. None required except per subsection (D)(3)(e) of this section.
 - (c) Rear yard. None required except per subsection (D)(3)(e) of this section.
 - (d) Exception. Building setback requirements described above for side and rear yards adjacent to a railroad or a railroad siding shall not be applicable.
 - (e) Adjacency to a residential district. Where a side yard or rear yard in this district abuts a residential zoning district, no principal building shall be allowed within 30 feet of the residential lot line.
- (4) Maximum site coverage. Site coverage shall not exceed 70%.
- (5) Building height limitations. No building shall exceed three stories or 45 feet in height.

(E) Other development regulations.

- (1) Section 150.110 et seq. (Off-Street Parking and Loading).
- (2) Chapter 96 (Signs).

(Ord. 1324, passed 1-4-00; Am. Ord. 10-02-16-01, passed 2-16-10)

ORDINANCE NO. 23-11-07-02

**ORDINANCE AMENDING CHAPTER 32 ARTICLE 6 OF
THE CITY OF WILMINGTON CODE OF ORDINANCES
AS IT PERTAINS TO THE PLUMBING INSPECTOR**

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

SECTION 1: ORDINANCE AMENDED

That Article 6 of Chapter 32—APPOINTED OFFICERS of Title III – Administration of the Code of Ordinances of the City of Wilmington is hereby amended to state as follows:

Article 6. Plumbing Inspector

32.45 Appointment.

There is created the office of the plumbing inspector, who shall be appointed by the mayor.

32.46 Duties.

It shall be the duty of the plumbing inspector to examine and approve or disapprove all plumbing installations. Where the same conforms to the provisions of this code the inspector shall approve the installations.

32.47 Compensation.

The plumbing inspector shall receive a regular salary as determined by the city council, or shall for his services be entitled to retain as determined by the city council the amount or percentage of the inspection fee for each installation examined, at the rate of \$60 per inspection.

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

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

PASSED this _____ day of _____, 2023 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this _____ day of _____ 2023

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

Wilmington School District 209u

Facility Use Application

This form is to be filled out and returned to the Principal's Office of the school / facility being requested for use. All potentially approvable requests will then be forwarded to the Superintendent of Schools for review & consideration. NOTE: Any requests that require Board approval should be received by the Superintendent / District Office at least 45 days before the date for which use of school facilities is requested and/or no later than one week prior to the Board Meeting that precedes the date of the event. (For events that require registration and/or advertising, it is recommended that the request form be submitted two or three months in advance of the event, if possible.) After approval of the Superintendent or his/her designee and the Board (when necessary), one copy will be maintained in District files, one copy returned to the Building Principal, one copy returned to the applicant, and one copy for any custodian or staff member on duty during usage. Payment of all assigned basic rental/facility use costs or other fees in connection with the use of school district facilities are to be paid at least seven (7) days in advance to any approved usage, payable to School District 209-U.

For the purpose of school facility usage, a community organization is defined as a group of people with common or shared interests & activities which are successful in meeting the following criteria:

- Total number of participants or members of at least 50
- Minimum of 80% of participants or members are legal residents of the Wilmington School District
- Participation and involvement shall be non-discriminatory in nature
- Presence of formal by-laws, rules / regulations, etc. which govern the structure and operation of the organization
- Evidence of proof regarding immediate access to an organizational budget / account with a minimum available balance of at least \$3,000
- Formal leadership structure established & clearly identified for accountability purposes

Please sign below indicating that your organization successfully meets the criteria listed above. Provide additional information or details below, if your organization does not meet any of the highlighted criteria.

Signature of organizational representative

Date

Additional information or details to share:

*** Documentation verifying successful meeting of criteria may be required in certain circumstances, at the discretion of the Superintendent or his/her designee*

Please contact the appropriate Building Principal or Assistant Superintendent Kevin Feeney (kfeeney@209u.org) for any questions or clarifications needed regarding facility use.

Wilmington School District 209u APPLICATION FOR USE OF FACILITIES

Name of Organization: <u>City of Wilmington</u>			
Name of Organization's Designated Representative: <u>Jeannine Smith</u>			
Representative's Address: <u>1165 S. Water St</u>			
City: <u>Wilmington</u>		State: <u>IL</u>	Zip: <u>60481</u>
Representative's Phone #	Business: <u>815-476-2175</u>	Fax: <u>815-476-9782</u>	Other: <u>779-801-2806</u>
Representative's E-mail Address: <u>j.smith@wilmington-il.com</u>			
School Requested:	<input type="checkbox"/> Stevens Intermediate / Bruning	<input type="checkbox"/> Wilmington Middle School	<input checked="" type="checkbox"/> Wilmington High School
Event Supervisor Name: <u>Jeannine Smith</u>		Phone Number: <u>779-801-2806</u>	
List Area To Be Used: <u>Cafetorium</u>			
Date(s) To Be Used: <u>01-31-2024</u> <u>03-20-2024</u>			
Time Facility Is To Be Use: <u>5PM to 8PM</u>			
Type/Purpose of Activity: <u>Open House for Public Input on Camp Plans Master Parks Plan</u>			
Custodial Set-Up Request:			
Special Arrangements:			
Total Anticipated Attendance:			
Number Of Minors:		Number Of Adults:	

Conditions of Agreement

By affixing signature to this agreement, the above listed Organization/Authorized Representative(s) and Event Supervisor(s) verify that they have read the Wilmington School District 209u Use of Facilities Handbook and agree to abide by all rules and regulations specified therein.

All non-school connected/affiliated groups must supply adequate supervision to ensure proper care and use of school facilities.

- The non-school related group is responsible to the Board for the use and care for the school facility.
- Designate at least one adult supervisor who agrees to be an emergency responder. All emergency responder are encouraged to be trained in CPR /AED & Epinephrine administration. All adult supervisors must have a cell phone on file.
- Sufficient, competent adult supervision must be provided and the adult supervisor must ensure that no minor is left alone after the activity.
- No furniture or equipment may be moved without prior approval; Signs, displays, or materials may not be attached, nailed, or otherwise affixed to walls.
- School staff member must be on duty and physically present during all sessions of facility use. \$30/hour cost to the organization if usage is at a time when a staff member is not regularly on duty.

_____ Initial here if this is agreeable

Wilmington School District 209u APPLICATION FOR USE OF FACILITIES

All non-school related groups must agree to:

- Indemnify and hold harmless the Board of Education with respect to claims, suits, attorney fees, and any other expenses which may arise due to personal injury or property damage suffered or incurred in connection with or incident related to the use of the school facilities by the above named Community Organization.
- Pay any applicable facility use and/or staffing fees in accordance with District 209u policy and procedures; and to abide by the regulations and expectations set by said Board as outlined in written policy and administrative procedure.
- Provide a certificate of insurance in the amount of \$1,000,000 for property loss for each occurrence and \$3,000,000 for personal injury liability for each occurrence shall be furnished by anyone requesting the use of District 209u facilities. The certificate will name Wilmington School District 209u and Board of Education as additional insured. Facilities may not be used without a Certificate of Insurance on file.

_____ initial here if this is agreeable

All non-school related groups must agree to use appropriate emergency procedures including calling 9-1-1 for medical emergencies and whenever CPR, AED & Epi-pen administration is needed. _____ initial here if this is agreeable

Important Note: The Wilmington School District will not actively supervise the approved facility use activity for any non-school connected/affiliated organization, nor will it supply trained AED users or medical personnel to act as emergency responders at any time, including during regularly staffed business hours.

Applications that do not include the following will be denied until the application is considered complete.

- Building Use Application/Release of Liability form
- A current insurance certificate indication Wilmington School District 209u and Board of Education as additional insured. District 209u policies./ procedures require that any organization using school district facilities provides a Certificate of Insurance naming the Wilmington School District as the additional insured party in the amount of \$1,000,000 for property loss and \$3,000,000 for personal injury (per occurrence).
- Documentation verifying successful meeting of outlined community organization criteria, upon request.

I agree and verify that I have read the Wilmington School District 209u Facility Use Handbook; and agree to abide by the conditions stated in the handbook and on this application, while also agreeing to adhere to all other Board policies and administrative procedures.

Applicant's Signature

Date

Building Principal Signature

Date

FOR DISTRICT USE ONLY

Fees for Use: _____ Current Insurance Certificate on File: _____ YES _____ NO Expiration Date: _____

Category: A B C All Community Organization Criteria Met: _____ YES _____ NO

Comments or Additional Information: _____

APPROVED _____ DENIED _____ Superintendent Signature: _____ Date: _____

Wilmington District 209u
RELEASE OF LIABILITY

In consideration for the use of the facilities of Wilmington School District 209u, the undersigned hereby releases Wilmington School District 209u, its Board of Education, collectively and individually, and all of its employees from any and all claims in law or equity including property damage or physical injury by virtue of the use of Wilmington School District 209u facilities by the undersigned, its agents, employees, members or invitees.

The undersigned acknowledges and agrees that the organization represented herein waives the right to bring suit against Wilmington School District 209u, its Board Members and employees to collect on, or enforce, any claim in law or in equity whatsoever against Wilmington School District 209u, its Board Members and employees which might arise out of the undersigned's use of Wilmington School District 209u premises. Further, the undersigned and its organization agrees to indemnify and hold harmless the Wilmington School District 209u, its Board Members and employees from any claims arising in law or in equity due to the organization's use of the facilities.

I have read, understand, and accept the terms of the above waiver and release.

City of Wilmington
Name of Organization

Signature of representative

Jeannine Smith
Printed Name of Person Signing

Date: _____



MEMO

Date: November 7, 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: Street Sweeper Repair Equipment #41

Budget Impact: \$6445.08, Line Item 01-05-6510, P.W. Equipment Maintenance

Request: Approve the estimate from Michiana Truck Center to repair the 2008 Nissan Elgin Street Sweeper. Equipment #41.

Discussion: When diagnosing our street sweeper, Michiana Truck Center found that the truck was unable to regenerate, which forced it into limp mode. The primary cause of this issue is the Exhaust Gas Recirculating (EGR) valve actuator failing. While this could be the root problem, it might also be a symptom of an underlying issue. A more detailed diagnosis cannot be made until the EGR valve is replaced.

Michiana Truck Center has provided us with an estimate for the necessary repairs, which includes the diagnosis, replacement of the EGR valve, replacement of two idle validation switches, and replacement of axle gaskets in two of the wheel hubs. The estimate totals \$6,445.08, with \$3,190.08 for parts and \$3,255 for labor. The tax will be removed before payment is made. This is not a budgeted request.

Motion: Approve the estimate from Michiana Truck Center for repairs made to the 2008 Nissan Elgin Street Sweeper at a cost of \$6445.08.

Thank you in advance for your consideration of this request.



Michiana Truck Centers
 3610 Deahl Court, South Bend, IN 46628
 Phone: 574-277-7300 - Fax: 574-247-4618 - Email: service@michianatrucks.com



SERVICE DEPARTMENT ESTIMATE

Estimate For: CITY OF WILMINGTON
 Phone: 779-801-2127
 Unit#: 8AE70119
 RO# 36306

Contact: JAMES/JOSH
 Email: JGRETENCORD@WILMINGTON-IL.COM
JDAVIS@WILMINGTON-IL.COM
 Vin# JNAPC81L48AE70119
 Date: 10/20/2023

ESTIMATES ARE ONLY VALID FOR 30 DAYS FROM DATE QUOTED

Total Estimate ----->>	Total Job Hours	21.7
	Total Labor	\$3,255.00
	Total Parts	\$2,789.58
	Total Shop Supplies	\$400.50
	Freight	\$0.00
	Parts Core Charge	\$0.00
	Sub-Total	\$6,445.08
	Total Tax	\$223.40
	Credit Card Fee (3%)	\$200.05
	Job Total	\$6,868.53

Credit Card Fee will be automatically applied to any electronic payment over \$150, if paying with cash or check this fee does not apply.

Estimate Accepted by - Signature:

Date:

MISC SMALL PARTS AND FLUIDS THAT MAY BE REQUIRED DURING DISASSEMBLY AND REASSEMBLY ARE NOT INCLUDED IN THIS ESTIMATE

Job Section	Job Line	Job Description	Hours	Labor	Parts	Shop Supplies	Tax	Job Line Total
		CUSTOMER STATES CHECK ENGINE LIGHT IS ON AND UNIT IS IN LIMP MODE. HOOK UP UD SCAN TOOL AND FOUND 2 ACTIVE CODES FOR IDLE VALIDATION SWITCH CIRCUIT AND DPF SYSTEM MALFUNCTION. FOUND 5 OTHER INACTIVE CODES. TROUBLESHOOT IDLE VALIDATION CODE AND FOUND EVERYTHING OPERATING NORMALLY AT THIS TIME. SUSPECT IDLE VALIDATION SWITCH IN ONE OR BOTH OF THE THROTTLE PEDAL ASSEMBLIES IS INTERMITTENTLY STICKING. TROUBLESHOOT DPF SYSTEM AND FOUND THE DPF DIFFERENTIAL PRESSURE IS AT 36 KPA. THE MAXIMUM LIMIT IS 16 KPA. CLEAR ALL DPF FLAGS AND RUN UNIT THROUGH A FORCED REGENERATION. REGENERATION ABORTED AND CODE P1458 LOGGED FOR EGR ACTUATOR SYSTEM FAILURE. ADDED COOLANT TO SYSTEM TO ELIMINATE LOW COOLANT LIGHT. TROUBLESHOOT FAULT P1458 AND FOUND THE EGR VALVE ACTUATOR HAS FAILED. ESTIMATE TO DIAGNOSE.						
ENGINE DIAG	1		5.3	\$795.00	\$26.10	\$79.50	\$7.39	\$907.99
SCAN TOOL	1	SCAN TOOL HOOK FEE.	0	\$0.00	\$0.00	\$75.00	\$5.25	\$80.25
ENGINE	1	ESTIMATE TO REPLACE EGR VALVE AND RUN UNIT THROUGH 3 FORCED REGENERATIONS TO TRY TO REDUCE DPF CLOGGING TO AN ACCEPTABLE LEVEL. IT IS POSSIBLE THAT RUNNING THE REGENERATIONS WILL NOT BRING CLOGGING DOWN TO AN ACCEPTABLE LEVEL.	9.5	\$1,425.00	\$2,502.48	\$142.50	\$185.15	\$4,255.13

Job Section	Job Line	Job Description	Hours	Labor	Parts	Shop Supplies	Tax	Job Line Total
ENGINE	1	EVEN THOUGH THE IDLE VALIDATION CIRCUITS TEST NORMAL AT THIS TIME IT IS COMMON THAT THE IDLE VALIDATION SWITCH IN THE THROTTLE PEDALS STICK. WOULD SUGGEST REPLACING BOTH SWITCHES. ESTIMATE TO REPLACE.	5.4	\$810.00	\$242.24	\$81.00	\$22.63	\$1,155.87
ENGINE	1	ESTIMATE TO CLEAN LF AND RR HUBS AND AXLES THEN REINSTALL AXLES WITH NEW GASKETS AND CLEAN WHEELS AND TIRES.	1.5	\$225.00	\$18.76	\$22.50	\$2.89	\$269.15



MEMO

Date: November 7, 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: Emergency Tree Removal

Budget Impact: \$5,400 Line Item, 01-05-6780 P.W. Weed and Tree Removal

Request: Approve the payment for work completed by Johnke Tree Service for the removal of two dangerous trees.

Discussion: On 7/28/2023, wind storms caused severe damage to a hackberry tree at 208 N. Main Street. The City Crew promptly removed the fallen limbs and cleared the road. However, the remaining standing portion of the tree had a large split. The tree's height and its proximity to overhead utilities necessitated contracting for the work. The total cost for removing this tree was \$2,800, and Johnke Tree Service completed the work on 7/31/2023.

In September, I received reports of a large oak tree dropping limbs near cars at the South Island Baseball Diamond. Upon inspection, it was found that the oak tree was mostly dead and had a significant amount of deadwood limbs. Due to the tree's location near the baseball diamond fence and scoreboard, felling the tree was not an option. The height of the tree put it out of reach for our bucket truck. The factors mentioned necessitated contracting for tree removal. The total cost for removing this tree was \$2,600, and Johnke Tree Service completed the work on 9/29/2023.

Motion: Approve the payment of \$5400 to Johnke Tree Service for the removal of two dangerous City trees.

Thank you in advance for your consideration of this request.

Johnke Tree Service
Coal City, IL
815.791.5146

Bill for work completed for City of Wilmington at: 208 Main St
Date of Service 7.31.23

- Removed one storm damaged hackberry tree
- Ground one stump


Amount Due: \$2800.00



MEMO

Date: November 3, 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 Maggie Speaks on Attorney Review and Approval

Staff has begun the process of planning for the annual Let Freedom Rock Celebration in Downtown Wilmington on June 28, 2024 at North Island Park.

We have secured a band called Maggie Speaks for \$5,000 (not including production costs assumed to be approximately \$1000). Maggie Speaks is a very popular band in Chicagoland and plays various festivals and local entertainment establishments all over the Midwest.

Last year total event expenses were \$23,225. Sponsor donations totaled \$15,365 netting the cost of the event to be \$7,860.

With an anticipated 3% inflationary increase plus the added cost of this band over last year's band, we expect to see expenses at around \$23,900. Therefore, staff will be asking for a budget of \$24,000 in FY25 which we expect to be offset by \$15,500 in sponsor donations or a net \$8,500 cost to the City.

Staff will keep you apprised of event updates as they occur. Attached you will find the band's contract which has been vetted by the City Attorney who has made suggested revisions to be discussed with the band prior to signing.

Motion: *authorizing the City Administrator to execute a contract with Maggie Speaks in an amount not exceeding \$5,000 and with attorney approval.*

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

MAGGIE SPEAKS

Initials _____ Page 1

Purchaser Agreement for City of Wilmington Fireworks

043057_2

THIS AGREEMENT is entered into on 10/25/2023 (the 'Effective Date') by and between **Maggie Speaks, Inc.**, dba Maggie Speaks, principally located at 1440 W Taylor Street Suite 340 Chicago, IL 60607 hereafter referred to as (**Producer**) and **City of Wilmington**, dba City of Wilmington, principally located at 1165 S Water Street Wilmington, IL 60481 hereafter referred to as (**Customer**). Any reference hereinto ('Parties') shall mean **Producer AND Customer** collectively.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, including the terms and conditions on the pages attached hereto and incorporated by reference as if fully set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

Event Date: 6/28/2024
Location: Wilmington North Island
Rt 53 and Bridge Street Wilmington, IL 60481

Item: MAGGIE SPEAKS
Function: Festival
Time: 8:00 PM 11:00 PM

Load-in: TBD or 6:30 PM
Set 1: 8:00 - 9:30 PM
Fireworks: 9:30 - 10:00 PM
Set 2: 10:00 - 11:00 PM

Maggie Speaks consists of 6 piece (3 vocals, bass, drums and guitar)

Purchaser to provide the following:

*Meals or food tickets for the band and crew (8 - 9 people)

*Beer

*Bottled water and soft beverages

Total: **\$5,000.00**

Payment Terms

Signed Agreement: A signed contract is required within three (3) business days of the Effective Date of this agreement.

Initial Payment: A fifty percent (50%) initial payment is due within ten (10) business days of the Effective date of this Agreement. Please note that fifteen percent (15%) of the total agreement price is compensation for Maggie Speaks, Inc.'s Administrative Fee (herein after referred to as Administrative Fee), which includes scheduling and committing to the engagement, foregoing pursuit of other opportunities at the time of the engagement, performance planning, financial and other commitments made to performers, sound engineers and others who are integral to Maggie Speaks' services at the engagement, which occur prior to the engagement. Therefore, this portion of the Initial Payment is fully earned prior to the engagement and is non-refundable. The Initial Payment shall be mailed to our business office at 1440 W Taylor Street, Suite 340 Chicago, IL 60607.

*Please include your contract number and date of your event in the memo section of your check for tracking purposes.

Balance Due: A fifty percent (50%) balance due payment is required in advance or one hour prior to the performance on

site.

Overtime Rate and Conditions: \$1,000 (one thousand dollars) per half hour. Overtime may be requested at the above mentioned rate by authorized personnel only and is payable at the conclusion of the performance.

Checks Payable: ALL CHECKS SHALL BE MADE PAYABLE TO MAGGIE SPEAKS, INC.

Credit Cards: All major credit cards are accepted. Please note a 4% processing fee is added to all credit card transactions.

Invoices and Due Dates

Due Date: 1/31/2024 Invoice #: 200749 Amount: \$2500

Due Date: 6/28/2024 Invoice #: 200750 Amount: \$2500

Additional Contacts

Nicole Garza - MSI Title: Band Leader Work: Cell: (219) 742.2991 eMail: nicole@maggiespeaks.com

David Calzaretta- MS Title: Producer Work:(815) 230.3770 Cell: (312) 909.9910 eMail: dave@magevents.com

Production Details

Set Up Charges: Setup will begin two (2) hours prior to the beginning of the event. If setup is required more than two (2) hours in advance, three hundred dollars (\$300) per hour for each and every hour will be charged. An additional fee of two hundred dollars (\$200) may also apply if there is a quick turn or room flip (1 hour or less to set the room), as the Artist may need to add additional crew personnel in order to accomplish the flip.

Sound System: A first class sound system with a qualified operator will be provided by the Purchaser to meet the Artist's specifications.

Lighting: The Purchaser will provide (at a minimum) a basic lighting system to illuminate the stage or Artist's performance area.

Stage: A stage will be provided by the Purchaser. If an actual stage is not provided, flat ground is acceptable to the Artist for most engagements. The ideal size is 20' wide by 16' deep. The minimum size is 16' wide by 12' deep. Please discuss any variations or concerns with your Event Specialist for Artist approval.

Incidental Expenses

Parking: Purchaser will assume all parking expenses at the venue for musicians and crew related to the production of this engagement (typically 6 vehicles, one vehicle is the cargo equipment vehicle with a clearance of 6' 10"-please make sure garages can accommodate appropriately). If complimentary parking is not available, Purchaser can exercise a buyout of thirty-five dollars (\$35) per vehicle or include reimbursement of actual expenses in the Artist's final balance payment.

Meals: Hot meals (preferred) or vendor meals, water and soft beverages will be provided for all performers and crew (typically 7 people) on the service date prior to the scheduled service time.

The foregoing terms are incorporated into and made part of this agreement. Further, the parties hereby agree to the following terms and conditions:

a) Force Majeure: If Artist's performance(s) is rendered impossible or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, earthquakes, hurricanes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Artist's control, then Artist's obligation with respect to the affected performance(s) shall be excused and Artist shall have no liability to Purchaser in connection therewith. The Purchaser's sole remedy shall be a refund of any monies paid by Purchaser less the Administrative Fee as described in the Payment Terms section of the contract or any buyout fees that have already been utilized (i.e. airfare or travel buyouts, etc.). Provided Artist is ready, willing, and able to perform, Purchaser shall remain liable to pay the Artist the total Agreement price plus any compensation called for in the Purchaser's Agreement regardless of the occurrence of any of the foregoing events. Please note that if the Federal, State or Local government forces a closure of the venue for any of the reasons described above, then the Artist would not be considered Able to perform. Inclement weather shall not be deemed a Force Majeure event and Purchaser shall remain liable for payment to Artist for the full agreed upon compensation due hereunder if the performance is rendered impossible, infeasible or unsafe by such weather conditions. Should any of the foregoing events occur, it shall be the sole responsibility of the Purchaser to provide an alternative venue in compliance with Section (d) below for the performance of the Artist. For purposes of this provision and all other provisions of this Agreement, the term Artist shall include Artist or any member thereof. In the event of Artist(s) failure or inability to perform, Artist, upon written request of Purchaser, will employ best efforts to obtain replacement Artist(s), subject to Purchaser's written approval.

Clarification of COVID-19 Pandemic as it relates to Force Majeure. Both ARTIST and PURCHASER acknowledge the existence of, and the current state of the COVID-19 pandemic as of the date of this contract. Due to this acknowledgment, the mere existence of the COVID-19 pandemic will not be considered a Force Majeure event. However, changes in Federal, State or Local government gathering restrictions which may occur after the date of acceptance of this contract which prevent Performance will be considered a Force Majeure event, in which case the 15% Administrative Fee will be due.

b) Insurance: Artist maintains Public Liability Insurance coverage to protect the Artist against injuries to person(s) and/or property resulting from Artist's participation or performance of said engagement which is the subject of this Agreement. Should Purchaser need to be added as an additional insured on the policy, Purchaser agrees to pay a fee of \$125 (one hundred twenty-five dollars) to Artist in order for a certificate of additional insured on the Artist's policy to be issued.

- c) Safety of Artists Equipment: Purchaser agrees to provide all reasonable and necessary steps and precautions required to provide security measures to protect Artist's property while said property remains at Purchaser's place of business and/or the venue for the performance. Purchaser further agrees to secure its premises against loss or damage to Artist's property while said property remains at Purchaser's place of business. Any loss of such property will be the responsibility of Purchaser and Artist shall be entitled to reimbursement from Purchaser of the current value of any such lost property.
- d) Performance Area / Electricity / Safe Conditions: Unless otherwise indicated, Purchaser shall provide Artist with an adequate stage or flat staging area as well as electrical requirements necessary to perform the show. In no instance shall the Artist be responsible for electricity or it's cost. Purchaser is solely responsible for providing and making all arrangements for adequate electricity.
- e) Rain or Shine / Safety: It is understood that this agreement is rain or shine. For outdoor performances, the Purchaser shall provide overhead shelter, free of leaks, for set up area. The Artist reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to the Artist, the equipment or the audience. Every effort will be made to continue the performance to the contracted end time. However, safety is paramount in all decisions and the Artist shall not perform in unsafe conditions. Specifically outdoor performances shall not be performed if lightning is present or if rainy or other wet conditions may give rise to electrical shock. The Artist's compensation shall in no way be affected by any cancellations or delays in performance due to weather or unsafe conditions.
- f) Substitution: Artist shall provide an adequate number of performers to provide the services required hereunder. Unless otherwise specified in writing, Artist has the absolute right to substitute any members of the Artist so long as it complies with this Section (f).
- g) Authority: The undersigned represents that it has the authority to bind Purchaser to the terms hereunder. Further, Purchaser shall be deemed to include the undersigned and the undersigned and Purchaser shall be deemed jointly and severally liable for compliance with the terms and conditions set forth herein. Purchaser may not assign this agreement without the written consent of Artist. Any attempt to do so shall be deemed void and unenforceable.
- h) Cancellation: If the Production(s) is/are canceled by the Purchaser for any reason more than one hundred eighty (180) days prior to the engagement date, the initial payment will be nonrefundable unless an engagement of equal value can be secured upon written notice of cancellation by Purchaser. Artist will make every attempt in good faith to secure a replacement engagement. In the event that a replacement engagement is secured of equal value, Purchaser will be entitled to a refund of all monies paid less fifteen (15%) percent of the total Agreement price which will be non-refundable and shall serve as an Administrative Fee. If the Production(s) is/are canceled by the Purchaser for any reason within one hundred eighty (180) days prior to the engagement, then the remaining balance due on the Agreement will be due unless the Artist secures an engagement of equal or greater value for the same date and time. The Purchaser will be responsible for the difference in Agreement prices if the value of the new Agreement is less than the original plus the Administrative Fee equal to fifteen (15%) percent of the total Agreement price.
- i) Remedies: Each of the terms and conditions of this contract is of the essence of the agreement and necessary for Artist's performance. Failure of Purchaser to fulfill any such term or condition will subject Purchaser to liquidated damages in any amount equal to the full contract price as well as all costs, including but not limited to attorneys' fees and court costs incurred by Artist as a result thereof, as well other charges including but not limited to any loss of Artist's good will resulting from Purchaser's default.
- j) Changes to Agreement: This agreement sets forth the entire understanding between the Parties with respect to the subject matter thereof, and no modification, amendment, waiver, termination or discharge of this agreement or any provisions thereof shall be binding upon either Party unless confirmed by a written instrument signed by both Parties. No waiver of any provision of, or default under this agreement shall affect either Party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar.
- k) Jurisdiction: This agreement shall be governed by the laws and statutes of the state of Illinois. If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement shall remain in full force and effect.
- l) Rider: If a rider is attached hereto then it is hereby made a part hereof.
- m) Execution of Agreement: This agreement may be executed in multiple counterparts and be delivered by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Producer



Dave Calzaretta, Authorized Signer

Date: 10/25/2023

Customer

Jeannine Smith, Signer

Date: _____

Jeannine Smith
City of Wilmington
1165 S Water Street
Wilmington IL 60481
(779) 801.2806
jsmith@wilmington-il.com



INVOICE

Invoice # 200749
Due Date 1/31/24
Terms Due on Due Date
Fed.ID 03-0389505

City of Wilmington Fireworks 2024 # 043057

Item	Description	Amt	Qty	%	Total
Initial Deposit	062824 First payment for Maggie Speaks	\$5,000.00	.5		\$2,500.00
Total:					\$2,500.00
Tax:					\$0.00
Balance:					\$2,500.00

b

Please make check payable to Maggie Speaks, Inc.

Maggie Speaks, Inc.
1440 W Taylor Street, Suite 340
Chicago, IL 60607

Jeannine Smith
City of Wilmington
1165 S Water Street
Wilmington IL 60481
(779) 801.2806
jsmith@wilmington-il.com



INVOICE

Invoice # 200750
Due Date 6/28/24
Terms Due on Due Date
Fed.ID 03-0389505

City of Wilmington Fireworks 2024 # 043057

Item	Description	Amt	Qty	%	Total
Final Payment	060824 Final payment for Maggie Speaks	\$5,000.00	.5		\$2,500.00
Total:					\$2,500.00
Tax:					\$0.00
Balance:					\$2,500.00

b

Please make check payable to Maggie Speaks, Inc.

Maggie Speaks, Inc.
1440 W Taylor Street, Suite 340
Chicago, IL 60607



City of Wilmington

1165 S. Water Street ■ Wilmington, IL 60481-1633
Phone: 815-476-2175 ■ Fax: 815-476-9782 ■ www.wilmington-il.com

Date: November 7, 2023

To: Honorable Mayor Dietz and City Council Members

From: Nancy Gross, Finance Director, *ngf*

CC: Jeannine Smith, City Administrator

RE: Springbrook Annual Subscription Renewal

Budget Impact: \$17,445.31, Line Item 01-01-6360, Finance & Admin, Dues & Subscriptions
\$ 4,754.98, Line Item 02-21-6360, Water Dept, Dues & Subscriptions
\$ 4,754.99, Line Item 04-00-6360, Sewer Dept, Dues & Subscriptions

Request: Approve the annual payment of services for our Financial Software and Utility Billing Software.

Discussion: Springbrook Software has been the City's financial software for ten-plus years. We subscribe to the cloud based system and this invoice covers automatic updates to our software. The annual fee has increased approximately 7% over last year. The cost has been reflected in the current year budget.

Motion: Approve the payment of the Springbrook Invoice #012989 for the City's financial and billing software in the amount of \$26,955.28.

INVOICE



Invoice # INV-012989
Invoice Date 06/05/2023
Invoice Date Due 07/05/2023
Invoice Period
Payment Terms Net 30
PO No.
Customer ID C-903

Bill To:

Wilmington, IL - City of
Nancy Gross
1165 S. Water Street
Wilmington Illinois 60481

Ship To:

Wilmington, IL - City of
Nancy Gross
1165 S. Water Street
Wilmington Illinois 60481

Description	Qty.	Ext. Price
Finance Suite Subscription	1	\$10,426.34
Licenses and Permits Subscription	1	\$3,435.14
Utility Billing Subscription	1	\$8,403.79
Cloud Database Backup	1	\$1,659.26
Accounts Receivable Subscription	1	\$3,030.75

Subtotal	\$26,955.28
TAX	\$0.00
Total	\$26,955.28

Please direct inquiries to:
Accounts Receivable at (503) 820-2213
Send an email to: accountsreceivable@sprbrk.com

Lockbox Payments:
Springbrook Holding Company LLC
PO Box 200566
Dallas, TX 75320-0566

ACH/Wiring Instructions:
Wells Fargo
For credit to: Springbrook Holding Company LLC
Account: 4898138342
ABA: 121000248