



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

**Agenda
Regular City Council Meeting
Wilmington City Hall - Council Chambers
May 16, 2023 at 7:00 p.m.
In Person & Via Zoom**

join by video at:

<https://us02web.zoom.us/j/83391010225?pwd=b0lwTkhLVHlvZi9XRIYweTqrQVNyZz09>

join by phone at:

1-312-626-6799

Meeting ID: 833 9101 0225 / Passcode: 322211

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

Mayor Ben Dietz

Aldermen: 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 May 2, 2023
2. Approval of the Accounts Payable Report
3. Approval of the Fiscal Year 2022 Financial Audit
4. Approval of a \$500 Sponsorship to the Wilmington School District Foundation for Excellence 24th Annual Golf Outing
5. Approval of the Mobile Stage Rental Agreement for Let Freedom Rock Celebration with Mobile State and Sound System Rental in the amount of \$1,400
6. Approval of the Performance Agreement-Greg's Fender Benders in the amount of \$1,300
7. Approval of the Hiring of Dan Brimer as a Part-Time Police Officer
8. Approval of Ordinance No. 23-05-16-01, An Ordinance of the City of Wilmington Amending Dispute Procedures for City-Provided Utility Bills
9. Approval of the Flower Faery Proposal for Seasonal Planter Work in the amount of \$2,650
10. Approval of the Proposal by Acosta Fence Corp for the Construction and Installation of Three Traffic Gates at the North and South Island Parks in the amount of \$11,450
11. Approval of the Proposal by Perfect Epoxy Floor Coating LLC for Epoxy Flooring at City Hall in the amount of \$11,500

*Posting Date:
5/12/2023 2:28 PM jz*

D. MAYOR'S REPORT

1. Approve the Mayoral Appointments
 - i. Gary VanDuyne, Police Pension Board Trustee, Term Expires May 2025
2. Mayor Dietz Administers the Oath of Office to the Newly Appointed Official(s)

E. ORDER OF BUSINESS

1. Consideration to Approve Ordinance No. 23-05-16-02, An Ordinance Amending Chapter 100 Street Trees of the City of Wilmington Code of Ordinances
2. Consideration to Approve the Quote from Joliet Electric to Rebuild the Water Reclamation Plant Blower Motor in the amount of \$8,250
3. Consideration to Approve & Authorize the Execution of the Rock Productions Sound and Light Contracting Agreement in the amount of \$500

F. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

G. ALDERMEN COMMENTS

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

H. EXECUTIVE SESSION

1. 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 June 6, 2023.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
MAY 2, 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, Leslie Allred, Jonathan Mietzner, Thomas Smith, and Todd Holmes. The number present constitutes a quorum.

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

OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

CITIZENS COMMENT

None

CONSENT AGENDA

1. Approval of the regular meeting minutes April 5, 2023
2. Approval of the Accounts Payable Report

Alderman Kirwin made a motion and Alderman Holmes seconded to approve the Consent Agenda

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

MAYOR'S REPORT

Alderman Mietzner made a motion and Alderman Allred seconded to approve a Proclamation recognizing National Police Week May 14-20, 2023

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Alderman Holmes made a motion and Alderman Kirwin seconded to approve a Proclamation recognizing National Public Works Week May 21-27, 2023

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Alderman Jeffries made a motion and Alderman Knight seconded to approve a Proclamation recognizing May as Motorcycle Safety and Awareness Month

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Mayor Dietz reminded us that this weekend (May 6 & 7) is the RT 66 Red Carpet Corridor Event. The Heritage Corridor Convention and Visitors Bureau will be handing out visitor information at the Gemini Giant at 2 PM on Saturday. Scott Slocum of 1340WJOL and the Great American Road Trip will promote Wilmington in Las Vegas tomorrow.

ORDER OF BUSINESS

Courtney Mohr of Lauterbach & Amen, LLP gave a presentation on the Fiscal Year 2022 Financial Audit.

Alderman Vice made a motion and Alderman Jeffries seconded to table the approval of the Fiscal Year 2022 Financial Audit

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Alderman Smith made a motion and Alderman Jeffries seconded to approve the North Island Pollinator Garden Plan as presented by Build Up Wilmington

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – The Governor’s gubernatorial disaster declaration regarding remote meeting attendance is set to expire on May 11th.

City Administrator – Jeannine Smith – Absent

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – The boil order for those affected in O’Brien’s Subdivision will most likely be lifted by Thursday if not sooner.

Police Department – Chief Zink – No Report

City Engineer – Casey McCollum – Two grants have been completed and submitted by Chamlin & Associates on behalf of the City; one being a CDBG Grant and the other related to lead service lines.

ALDERMAN COMMENTS

Alderman Kirwin – No Comment

Alderman Vice – No Comment

Alderman Allred – No Comment

Alderman Holmes – No Comment

Alderman Jeffries – No Comment

Alderman Knight – No Comment

Alderman Mietzner – No Comment

Alderman Smith – No Comment

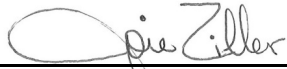
EXECUTIVE SESSION

No Executive Session was held at this meeting.

ADJOURNMENT

The motion to adjourn the meeting was made by Alderman Mietzner and seconded by Alderman Allred. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on May 2, 2023, adjourned at 7:22 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



24TH ANNUAL GOLF OUTING

Golf at "The Creek"
5355 N. Saratoga Road
Morris, IL 60450

SCHEDULE:

16 SEPTEMBER 2023

7:30 AM Check-In & Registration

Raffles, Skins & 50/50 Available

8:45 AM Instructions in Golf Cart

9:00 AM Shotgun Start

9-11 AM Photographer on the

Greens

11:30 AM Lunch Delivery to your

Golf Cart

3:00 PM Dinner (approx. time)

COST:

\$500/Foursome

The Wildcat Special - Payable

before July 31

OR

\$600/Foursome - Payable from

Aug 1- Sept 1

FORMAT: 4 Person Scramble

18 Holes w/Cart & Range Balls

Lunch, Drinks, Dinner & Prizes

PRIZES:



1st prize: \$800 2nd prize: \$500 3rd prize: \$300

SPECIAL CONTESTS:

**Closest to the Pin - Par 3 Betting Holes - Skins - Longest Putt -
Hole In One - Pay It Forward - Straightest Drive - Longest Drive**

If you have questions call
WMS at 815-926-1643



or email us at
FOUNDATION@209U.net

WILMINGTON SCHOOL DISTRICT 209-U



24TH ANNUAL GOLF OUTING

Golf at "The Creek"
5355 N. Saratoga Road
Morris, IL 60450

16 SEPTEMBER 2023

Registration at 7:30 AM

Shotgun Start at 9:00 AM

On behalf of the Foundation for Excellence and the students of Wilmington School District 209U, we would like to thank you for your continued support. The Foundation is only a success because of the contributions from generous donors such as yourself. As we prepare to kick off our next fundraiser, we wanted to let you know that your past donations have helped change student lives in the Wilmington school district. With your generosity, the Foundation is able to award scholarships to students continuing their education and provide additional support in many areas such as academics, music, fine arts, athletics, classroom projects, guest speakers, special assemblies, etc.

During the 2022-2023 school year, we were able to award \$25,000 in scholarships and continue to support our school programs. We appreciate each of you and would not be where we are today without your generosity. You are truly making a difference, and we value your support tremendously.

If you have questions call
WMS at 815-926-1643


or email us at
FOUNDATION@209U.net

Mobile Stage and Sound System Rental

815-955-5783

Mobile Stage Rental Agreement

This is an agreement between Mobile Stage and Sound System Rental {referred to herein as the "Lessor"} and _____ {referred to herein as "Lessee or Renter"}.

- a. The Lessor agrees to deliver, set up, take down and remove a mobile stage on the date, time and at the location specified in the agreement.
- b. The Lessor agrees to deliver and remove the stage within two hours of the time specified in this agreement. Lessee shall have a representative present at the site of the event at the time the Mobile stage is scheduled to arrive. This representative shall accept delivery of the Mobile Stage.
- c. There is a \$1000.00 surety and damage deposit required of the Lessee upon execution of this agreement. Deposit checks will be immediately negotiated. 
- d. The Lessor and Lessee will inspect the stage after set-up and note any existing damage or defects. The damage deposit will be returned in full within 10 days of the event if no loss or damage {excluding normal wear and tear} is incurred during the rental period. If there is damage or loss, the cost of repair or replacement will be deducted from the deposit. Any remaining balance will then be returned to the lessee, however, if the cost of loss or repair exceeds the amount of the deposit, the Lessee is responsible for the full cost of all repairs or replacement.
- e. The Lessee accepts full responsibility for the security of the stage during the entire period it is on-site. The Lessee is responsible to see that **NO DRUGS OR INTOXICATING LIQUORS** are used by persons on the stage. **AT NO TIME SHALL THE STAGE BE LEFT UNSECURED.** The Lessor or their staff has the authority to stop the program if for any reason there is potential danger to the equipment or persons, winds exceeding 25 MPH, unruly behavior of the crowd or the performers, ect. When winds exceed 25 MPH the stage must be evacuated, and the canopy **MUST** be lowered.

- f. No adhesives, nails, screws, signs, banners, curtains, flags, ect... are to be attached to the interior or exterior of the stage. NO adhesives of any kind may be applied to the stage floor. This includes duck, gaffers, or masking tape. The stage will not be altered in any way, including wiring into the electrical box. If you have items to hang or display, contact Lessor.**
- g. The stage is big and heavy, and high Any damage to the site where the stage is used will be the responsibility of the Lessee. It is advised that the stage is set up on a hard surface such as concrete or asphalt. Lessor shall always have the final say as to stage where and how stage is set up. Setting up the Stage on unstable ground such as sand, mud, water-soaked grass or field shall be at the Lessor's sole discretion.**
- h. The group or organization renting the Mobile Stage is responsible will assume responsibility and liability for all persons in attendance and indemnify Mobile Stage and Sound Rental from any injuries, damages, or other claims arising from the use of the Mobile Stage and Sound System. Mobile Stage and Sound System Rental may require a certificate of insurance evidencing the liability protection of \$1,000,000 bodily injury and \$500,000 property damage with Mobile Stage and Sound System Rentals as additional insured. The following language will be included on the certificate of insurance, along with the time, dates and brief description of the event.**
- i. The following are Additional Insureds: Konjevich Inc. Mobile Stage and Sound System Rental, Steve Konjevich, all employees and agents, volunteers.**
- j. To relocate Mobile Stage after set-up a \$500.00 fee will be charged regardless of distance moved.**
- k. Cancellation. In the event cancellation is necessary:**

 - 1. Cancellation on the part of the User must be made no later than forty-eight {48} hours prior to the event. Arrangements must be made during normal business hours. One- half ½ refund will be returned,**

2. In case of inclement weather, one half [1/2] of the Rental Fee will be refunded if cancellation is made prior to the stage leaving its storage area.
3. In the event of inclement weather where no cancellation is made until Stage arrives at the Event site, lessee will refund one fourth [1/4] of the daily rental fee paid. In the event the stage is set-up prior to cancellation decision is made, daily fee is not refunded.

I, the undersigned, agree on the behalf of the group/ organization renting the Mobile Stage to abide by the policies as outlined above and assume full responsibility for any damage, theft, or loss to the stage and accessories. I agree, by signing this HOLD HARMLESS agreement, to accept any and all LIABILITY resulting from the use of the Stage during my rental of said unit. I further agree to hold harmless Konjevich Inc, Mobile Stage and Sound System Rental and any of its affiliates. Lessor shall be solely responsible and liable for all persons in attendance at the event.

Lessor [Renter's} Signature

Date

Request For Rental of Mobile Stage

1. Name of Organization/Agency. _____
2. Person requesting Mobile Stage _____
3. Stage setup address _____
4. City: _____ State: _____ Zip: _____
5. Contact Person who will meet the Stage on delivery: _____
6. Contact # Cell if possible: _____
7. Day Phone: _____ Evening Phone: _____
8. Exact location Mobile Stage is to be placed {include direction to face, ect.}

9. Purpose of Event: _____

10. Do you want our technician to inspect the site prior to rental? ___ yes ___ No

11. Date and time of activity: Date; _____ Time _____

12. Setup date: _____ Time of setup: _____

12. Removal date & time: _____

13. Approximate size of group that will be on the stage: _____

Lessee agrees to all terms and conditions stated herein. The signatory is either a duly recognized agent of the Lessee with authority to obligate Lessee to all the terms of this agreement, or personally accepts such responsibility. The user accepts sole responsibility and liability for any and all damages whatsoever {whether to persons or property} that may in anyway arise from the user's rental and use of The Mobile Stage, including but not limited to user's failure to abide by the terms of these rules and regulations.

Lessee: Mobile Stage and Sound System Rental Konjevich Inc.

Printed name of Lessee's agent: _____

Signature of Lessee's agent: _____

Date: _____

Lessor: Mobile Stage and Sound System Rental

Printed name of Lessor's agent: Steve Konjevich

Signature of Lessor's agent:  _____ Date: 5-2-2023

Please mail the signed contract along with deposit check {deposit is 50% of the total rent.}

Steve Konjevich

Mobile Stage and Sound System Rental

PO Box 1108

New Lenox Illinois 60451

815-955-5783


Check to be made out to Konjevich Inc.

Full payment must be made prior to the Mobile Stage set-up.

Mobile Stage Rental Fee: 1400⁰⁰

Deposit Amount 200⁰⁰

~~Sound System Fee:~~ 

~~Mileage rate is 2.50 per mile over 25 miles~~ 

E-mail @ MobileStageRental@yahoo.com

Facebook @ Mobile Stage and Sound System Rental



PERFORMANCE AGREEMENT

This invoice is for the performance of Greg's Fender Benders at:

Wilmington Catfish Days

1. SERVICES

- a. Performance date of Sunday, July 23, 2023, from 2:00 pm to 6 pm.
- b. Each Set shall be no less than 60 minutes in duration and the Artist shall take no more than 1 fifteen (15) minute break following each set.
- c. The band agrees to arrive at least 3 (three) hours prior to scheduled performance time to begin setting up equipment.

2. COMPENSATION

- a. Wilmington Catfish Days agrees to pay Agent, Gregory Bucciarelli, the total sum of \$1,300.00 (One thousand three hundred dollars) for the performance and sound specialist, referred to in section one payable in one (1) payment the day of the performance.
- b. At least 30 days notification is required for any cancelations or rescheduled appearances. If not notified in the required time period, full payment is required for canceling the contracted date.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

GREG'S FENDER BENDERS

Gregory Bucciarelli

(815) 685-7855



Title: Booking Agent

4-15-23
Date

Purchaser _____

Phone Number _____

x _____

Title: _____

Date

ORDINANCE NO. 23-05-16-01

AN ORDINANCE OF THE CITY OF WILMINGTON AMENDING DISPUTE PROCEDURES FOR CITY-PROVIDED UTILITY BILLS

WHEREAS, the City of Wilmington is authorized by Division 117 of the Illinois Municipal Code (65 ILCS 5/11-117-1 *et al.*) to construct and own public utilities, and to provide for the rates and regulations for such utilities; and

WHEREAS, the City of Wilmington finds it in the City's and its residents' best interest to amend its Code of Ordinances to provide for dispute procedures when an extraordinary event causes a higher-than-normal water bill.

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

SECTION 1: ORDINANCE AMENDED – SECTION 52.06.01

That the City of Wilmington Code of Ordinances shall be amended to delete and replace Section 52.06.01 – Dispute Procedures of Chapter 52 – Meters and Rates with the following:

Title V – Public Works

Chapter 52 – Meters and Rates

52.06.01 Dispute procedures.

(A) The city designates the city administrator or his or her designee to hear, in person, any dispute by an applicant, owner, occupant, or user (hereinafter "complainant"). The designee shall consider the complainant's allegations and contentions and shall explain the complainant's account. Any designee assigned to hear a dispute shall be authorized to act on behalf of the city in resolving the dispute and shall be available during all business hours for the duty hereinbefore described.

(B) When a complainant disputes a particular bill, the city shall not discontinue service for nonpayment so long as the complainant:

- (1) Promptly pays the undisputed portion of the bill or an amount equal to last year's bill at the location for the same period, normalized for weather, whichever is greater;
- (2) Pays all future periodic bills in full by the due date; and
- (3) Enters into bona fide discussions with the city to settle the dispute with dispatch; provided, however, that the city retains the right to discontinue service if an agreement cannot be reached.

(C) Only net rates shall be charged on any disputed bill paid within 15 days of resolution of the dispute if the complaint was filed before the bill became past due.

(D) Petitions for Relief from High Billing.

- (1) *High Billing* defined. For the purposes of this Section only, "High Billing" shall mean a (i) bill verified to be three times the normal, expected usage evidenced by the average usage of the customer for the past twelve (12) months and over the past twenty-four (24) months (ii) caused by a catastrophic or unexpected event or act of god that is a result of no fault or negligence on behalf of the Complainant, resident, or agent thereof, and (iii) not reflective of deliberate and excessive usage, e.g., swimming pool or irrigation of lawn. If such history is unavailable for the Complainant at this particular site, then information from past usage by the Complainant at another residential location may be used, however, the lack of history shall not automatically nullify the customer from seeking relief.

- (2) A Complainant, upon receipt of a water bill that reflects water usage believed to qualify as High Billing, as defined above, may petition the city administrator for relief by with the City Clerk a Certified Petition on forms provided by the City Clerk that includes the following information:
- (i) The number of people residing at the property
 - (ii) Describe the use of the property, for example, single-family, multi-family, home occupation;
 - (iii) A sworn statement that the water was not used, in any way, by the Complainant or other potential users, and there existed no known plumbing issues of any kind;
 - (iv) Consent to allow the city's plumbing inspector or the Water Department personnel or both to enter the property for the purposes of conducting an inspection of the plumbing and fixtures and other appurtenances of the property that may have contributed to the High Billing;
 - (v) A sworn statement and proof that, if plumbing problems contributed to the High Billing, the Complainant had the plumbing problems repaired;
 - (vi) An acknowledgment that the city may limit the number of opportunities for relief under this Section; and
 - (vii) Proof that insurance will not cover the water loss claim.
- (3) Inspection Fee. The minimum plumbing inspection fee is \$60, does not preclude the Water Department from charging an inspection fee per its procedures, and both, as applicable, shall be paid before granting any relief under Subsection (D).
- (4) Actions by Water Department. In conjunction with a petition as set forth in Subsection (D), the Plumbing Inspector and/or Water Department, per its procedures, shall conduct an investigation, including the following, and provide its findings to the City Administrator:
- (i) A complete, thorough, and satisfactory inspection of the property was made by staff;
 - (ii) A complete leak check was performed;
 - (iii) Flow tests performed on the water meter(s);
 - (iv) Provide a replacement meter if found appropriate; and
 - (v) Provide historical information on customer usage.
- (5) Relief to be Provided. If the Petition and investigation satisfy all requirements of Subsection (D), and it is determined by clear and convincing evidence that the Petition details High Billing, as defined herein and as determined by the City Administrator, then the City Administrator may adjust the Complainant's High Billing to reflect a sewer charge consistent with the historic use by the Complainant. In no event shall the Complainant receive any relief for the water used.
- (6) Limitations of Relief. The City understands that unknown problems may occur that could periodically contribute to the occurrence of a High Billing; however, the City expects that precautions will be taken by residents to protect and maintain plumbing that is free from defects and not prone to failure; for example: fixing leaking toilets, dripping or running faucets, protect exposed piping from freezing. If a Complainant previously sought relief under Subsection (D), the Complainant shall be held to the highest burden of proof that their Petition qualifies as a High Billing. Further, if the Complainant is a renter, and the property owner is found to have failed to provide plumbing that is free of defect or free of the potential for failure or both, including but not limited to instances when the owner was previously told by the City or the Water Department of what defects may exist, then no relief will be provided, and the City may cease sewer service until such time that the plumbing defects are addressed to the satisfaction of the City.

SECTION 2: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair,

invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect

SECTION 3: REPEALER

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

SECTION 4: EFFECTIVE DATE

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:

Deputy City Clerk



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

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

Date: 4/28/2023

PROPOSAL FOR LANDSCAPE WORK

Seasonal Color Planter Rotation for 2023
 For (1) XL Planter by City Hall and (3) Rectangular planters
 by Public Parking Lot on Water Street

SPRING 2023

Installation of spring cold hardy flowers and accents

(3) Rect Planters \$600.00

SUMMER 2023

Removal and disposal of spring decor

Installation of all new potting soil and moisture beads \$100.00

Installation of seasonal summer flowers, accents and fertilizer
 (Installation after May 18th)

(1) XL Planter \$250.00

(3) Rect Planters \$600.00

FALL 2023

Removal and disposal of summer flowers

Installation of seasonal flowers, accents and fertilizer

(Installation TBD-based on weather but around Labor Day)

(1) XL Planter \$250.00

(3) Rect Planters \$600.00

WINTER 2023

Removal and disposal of fall decor

Installation of evergreen boughs and accents

Apply protective coating to branches to prolong life

(Installation after December 1st)

(1) XL Planter \$250.00

Seasonal Total: \$2,650.00

****Spring XL Planter was included and paid on the May 2022 Invoice****

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

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

Date

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



PROPOSAL & CONTRACT

www.acostafence.com

Proposal Date: 7-Apr-23
Customer: Village Of Wilmington
Address: North Island Park
Job Location: North Island Park.
Contact: James Gretencord
Phone #: 815-671-6837

Email _____

Proposal Includes the Following

- 1 Fabricate & Install 2) 18"W Opening Black Barrier Gates.
- 2 Fabricate & Install 1) 24"W Opening Black Barrier Gate
- 3 Using: 2-1/2" Steel Frame & 4" Heavy Gauge Gate Post.
- 4
- 5
- 6 All Labor Perform Prevailing Wage.
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15 Site clean up with respect to the scope of work.

Proposal DOES NOT include the Following

- 1 Permits; Federal, State, and Local unless otherwise specified.
- 2 Extra expense due to inadequate or inappropriate materials supplied by others.
- 3 Extra expense due to underground or aerial obstructions not included above.
- 4 Costs associated with major delays due to site access issues and repeat mobilization.

Note: Please see attached Terms & Conditions for additional contract details.

Labor, Equipment, materials and Mobilization Expense	\$11,450.00
TOTAL PROPOSAL	\$11,450.00

Thank you for the opportunity to bid the scope of the work.

Rosalio Acosta Jr.

7-Apr-23

James Gretencord
Client Name & Title

X
Clients Accepted Signature/ Date



**Perfect epoxy floor coating
LLC**

Bob
Business Number 708-990-3754
perfectepoxyfloor@gmail.com

ESTIMATE
EST0288

DATE
04/30/2023

TOTAL
USD \$11,500.00

TO

The City Of Wilmington

1175 s. Water street Wilmington Il
jgretencord@wilmington-il.com

DESCRIPTION	RATE	QTY	AMOUNT
1500 ft. ² tile floor. Price including taking off the tile, Prepare substrate by diamond grinding to remove all loose lateness and contaminants and open pours to ensure proper adhesion of proposed system install patch any cracks,after that we will Apply one coat industrial grade epoxy resin ,and the following day we apply the metallic epoxy..after that we Apply Final top coat industrial grade epoxy resin w ultra UV stabilizer. The final step, we replace all the baseboard with a black rubber pieces .	\$11,500.00	1	\$11,500.00
	SUBTOTAL		\$11,500.00
	TAX (5%)		\$0.00
	TOTAL		USD \$11,500.00

WARANTY:

Down payment required for the job...and the other after the completion of the job,Our job is 90% dust free and customer responsible for electric and garbage for that job,All work is guarantied to be as specified. All work to be completed in a work manlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is responsible to carry fire, tornado, and other necessary insurance. Perfect epoxy floor coating is not responsible for any slip and fall accident or any electrical-issue, If customer not satisfying with the color (flakes or metallic)the (customer) are responsible for labor and material for that job, we apply an equal amount of a clear topcoat(if customer required more clear-coat topcoat customer are responsible for labor and material)..Perfect epoxy floor coating guarantees all premium & medium grade systems against delamination due to improper preparation or workmanship for a period of (limited life time warranty) warranty against any peeling...comes standard on all of our workmanship. If you'd like an extended warranty we would be gland to oblige you. We don't take shortcuts in our prep work or materials and so are glad to offer you written reassurances on our products and services.This guarantee excludes exterior surfaces and delamination due to improper substrate construction, spillage of chemical solvents or highly concentrated acids and loss of bonding due to hydrostatic or vapor

pressure, capillary action or moisture from within, under or adjacent to the concrete surface. We cannot guarantee a match of (metallic Floor) for other pictures Because metallic epoxy will spread differently every time, each floor ends up looking unique — even when using the same colors. the final product might show a color variation or few possible rolls marks from application.

Roller marks do not affect the durability of the floor and there is maybe going to be some bubbles in the floor... are the not a cause for concern..

A Pure Metallic is a 100% solids epoxy and is self leveling which will constantly move and shift until it tacks up. This process can last a few hours.

ALL COLORS REACT DIFFERENT WITH EACH OTHER. SOME PURE METALLIC EFFECTS COLORS WEIGH MORE AND STAY IN PLACE AND LIGHTER COLORS TEND TO EXPAND AND FLOW OUT MORE. WE CAN NOT GUARANTEE OR WARRANTY THE FINAL LOOK OF YOUR FLOOR AS RESULTS ARE UNPREDICTABLE AND BASED ON INDIVIDUAL ARTISTIC TECHNIQUE.

Guarantee effective upon full payment only. Warranty non transferable. Perfect epoxy floor coating is not responsible for any damages due to personal property that may be left outside overnight.

Deposit moneys are guarantee of scheduling and (non refundable) unless cancelled a minimum of 1 weeks prior to job commencement date.

(Routine Maintenance and Cleaning tips)

Please use a mild dish soap and a scrub broom, or a low PSI pressure washer to routinely clean surfaces with epoxy coatings. Although fluids will not penetrate an epoxy coating, spills should be addressed immediately. If not addressed promptly, stains may occur if fluids are left sitting on the surface.

(If the client refuses to pay after a reasonable amount of time and collection effort Will be 20% late fee. If the customer don't pay in 14 days....customer responsible for Attorney fees and court fee.)



ORDINANCE NO. 23-05-16-02

**AN ORDINANCE AMENDING CHAPTER 100 STREET TREES
OF THE CITY OF WILMINGTON CODE OF ORDINANCES**

WHEREAS, the City of Wilmington finds it to be in the best interest of the health, safety, and welfare of the City and its residents to update its ordinance as it relates to trees within the City of Wilmington and to continue to provide for the regulation of trees within the City of Wilmington on City owned property and private property.

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

SECTION 1: ORDINANCE AMENDED

That the City of Wilmington Code of Ordinances shall be amended to delete and replace Chapter 100 – Street Trees with the following:

Title IX - GENERAL REGULATIONS

Chapter 100 STREET TREES

100.1 Title.

This chapter shall be known as and may be cited as the "Wilmington Tree Ordinance" of Wilmington, Illinois.

(Ord. 1399, passed 12-18-01)

100.2 Purpose and Intent.

- (A) Purpose. It is the purpose of this chapter to promote and protect the public health, safety, and general welfare by providing for the regulation of the planting, maintenance and removal of trees, shrubs and other plants within the city of Wilmington, Illinois.
- (B) Intent. It is the intent of the city council of Wilmington that the terms of this chapter be construed so as to promote:
 - (1) The planting, maintenance, restoration and survival of desirable trees, shrubs and plants within the city; and
 - (2) The protection of community residents from personal injury and property damage and the protection of Wilmington from property damage, caused or threatened by the improper planting, maintenance, or removal of trees, shrubs, or other plants, located within the community.

(Ord. 1399, passed 12-18-01)

100.03 Definitions.

As used within this chapter the following terms shall have the meanings set forth in this section:

- (A) "Arboricultural Specifications and Standards of Practice for Wilmington" (hereinafter "Arboricultural Specifications Manual") means a manual prepared by the arborist pursuant to the ordinance containing regulations and standards for the planting, maintenance and removal of trees, shrubs and other plants upon city owned property.
- (B) "Arborist" means the city arborist of Wilmington, Illinois.
- (C) "City-owned property" means property within the city limits of Wilmington, Illinois and:
 - (1) Owned by the city in fee simple absolute or;
 - (2) Implied or expressly dedicated to the public for present or future use for purposes of vehicular or pedestrian traffic or for public easements.
- (D) "Property owner" means the record owner or contract purchaser of any parcel of land.
- (E) "Trees, shrubs and other plants" means all vegetation, woody or otherwise, except lawn grass and flowers less than 24 inches in height.

(Ord. 1399, passed 12-18-01)

100.04 Reserved.

100.05 City arborist—Establishment—Duties.

- (A) Establishment. The position of the arborist is hereby established.
- (B) Duties. The arborist shall perform the following duties:
 - (1) The arborist shall develop and, each subsequent year, update the Urban Forestry Plan. The plan shall outline urban forestry program activities for a minimum of the next five years. This plan shall describe the urban forestry activities to be undertaken by the city, the reasons for those activities, the possible funding source(s), the means of accomplishing the activities, the alternatives available to the city to fund or accomplish the activity, the projected date of completion, and the consequences if the activity is not completed. Activities may include but are not limited to street tree inventory, planting, tree removal, beautification projects and educational projects.
 - (2) The arborist shall develop and periodically review and revise, as necessary, the Arboricultural Specifications Manual. This manual shall contain regulations and standards for the planting, maintenance and removal of trees, shrubs and other plants upon city-owned property.
 - (3) The arborist shall cause the Urban Forestry Plan and the Arboricultural Specifications Manual and all revisions and amendments to it, to be published and promulgated and shall cause three copies of the manual, and all revisions and amendments to it, to be available for public inspection at the office of the city hall. Notice that such information is available for public inspection shall be published in a newspaper of general circulation with Will County at least one weekday of each of four consecutive weeks immediately following the initial availability of the Arboricultural Specifications Manual or revisions or amendments thereto. The Arboricultural Specifications Manual and any revisions and additions thereto shall become effective on the 10th day following the final publication in a newspaper of general circulation required under this paragraph.
 - (4) The arborist shall make available to any interested person copies of the tree chapter, copies of the Arboricultural Specifications Manual and copies of the Urban Forestry Plan.

- (5) The arborist shall administer the Urban Forestry Plan, the tree chapter and the provisions of the Arboricultural Specifications Manual.
- (6) The arborist shall perform whatever acts are necessary, including the planting and maintenance of trees, shrubs and other plants located on city-owned property, to conform with the Urban Forestry Plan, the Arboricultural Specifications Manual and this chapter.
- (7) The arborist shall issue such permits as are required by this chapter and shall obtain as a condition precedent to the issuance of such permits the written agreement of each person who applies for such permits that he or she will comply with the requirements of this chapter, the Urban Forestry Plan and with the regulation and shall have the right to inspect all work performed pursuant to such permits. If the arborist finds that the work performed is not in compliance with the requirements of this chapter, the Urban Forestry Plan or the regulations or standards of the Arboricultural Specifications Manual, the arborist shall provide written notice of his/her findings to the permit applicant. The notice shall contain a copy of Section 100.04 of this chapter and;
 - (a) The permit shall be nullified and shall be void and;
 - (b) The arborist may issue a written order that the permit applicant cease and desist all work for which the permit was required and;
 - (c) The permit applicant shall be subject to penalty under the terms of this chapter and;
 - (d) The arborist may take steps to correct the results of the non-complying work and the reasonable costs of such steps shall be charged to the permit applicant.
- (8) The arborist shall establish a program of public information and education that will encourage the planting, maintenance, or removal of trees, shrubs and other plants on private property in furtherance of the goals of the Urban Forestry Plan.

(Ord. 1399, passed 12-18-01)

100.06 Permits.

- (A) Scope of requirement. No person except the arborist, an agent of the arborist or a contractor hired by the arborist may perform any of the following acts without first obtaining from the arborist a permit for which no fee shall be charged. Nothing in this section shall be construed to exempt any person from the requirements of obtaining any additional permits as are required by law.
 - (1) Plant on city-owned property, remove or otherwise disturb any tree, shrub or other plant located on city-owned property, except that this provision shall not be construed to prohibit owners of property adjacent to city-owned property from watering, treating, pruning or fertilizing, without a permit, any tree, shrub or other plant located on such city-owned property;
 - (2) Remove any tree if such tree or portion thereof reasonably may be expected to fall on city-owned property and thereby to cause damage to persons or property;
 - (3) Place on city-owned property either above or below ground level, a container for trees, shrubs or other plants;
 - (4) Damage, tap, carve, or transplant any tree, shrub, or other plant located on city-owned property;
 - (5) Attach any rope, wire, nail, sign, poster or any other manmade object to any tree, shrub or other plant located on city-owned property;

- (B) Issuance. Within seven days of receipt of the application, the arborist shall issue a permit to perform within 30 days of the date of issuance any of the acts specified in subsection (A) immediately above, for which a permit is requested whenever:
- (1) Such acts would result in the abatement of a public nuisance;
 - (2) Such acts are not inconsistent with the development and implementation of the Urban Forestry Plan or with any regulations or standards of the Arboricultural Specifications Manual;
 - (3) An application has been signed by the applicant and submitted to the arborist detailing the location, number, size and species of trees, shrubs or other plants that will be affected by such acts, setting forth the purpose of such acts and the methods to be used and presenting any additional information that the arborist may find reasonably necessary;
 - (4) The applicant agrees to perform the work for which the permit is sought in accordance with the provisions of this chapter, the Urban Forestry Plan and with the regulations and standards set forth in the Arboricultural Specifications Manual;
 - (5) The applicant certifies that he or she has read and understands those provisions of the Urban Forestry Plan, this chapter and the Arboricultural Specifications Manual which are pertinent to the work for which the permit is sought;
 - (6) If the work for which a permit is issued entails the felling of any tree or part thereof located on private property, which, as a result of such felling reasonably may be expected to fall upon city owned property and if such felling is done by one other than the owner of the property on which such felling is done, then the applicant shall agree to indemnify and hold the city of Wilmington harmless for all damages resulting from work conducted pursuant to the permit and shall deposit with the city clerk a Liability Insurance Policy in the amount of \$100,000 per person/\$300,00 per accident for Bodily Injury Liability and \$50,000 aggregate for Property Damage Liability, which policy shall name the city of Wilmington as an additional insured.
- (C) Public Utility Companies. Nothing in this section shall be construed to exempt public utility companies or their agents from any of the requirements of this chapter.

(Ord. 1399, passed 12-18-01)

100.07 Public nuisances.

- (A) Definition. The following are hereby declared public nuisances under this chapter:
- (1) Any dead or dying tree, shrub, or other plant, whether located on city-owned property or on private property;
 - (2) Any otherwise healthy tree, shrub or other plant, whether located on city-owned property or on private property, which harbors insects or diseases which reasonably may be expected to injure or harm any tree, shrub or other plant;
 - (3) Any tree, shrub or other plant or portion thereof, whether located on city-owned property or on private property, which by reason of location or condition constitutes an imminent danger to the health, safety or welfare of the general public;
 - (4) Any tree, shrub or other plant or portion thereof whether located on city-owned property or on private property which obstructs the free passage of pedestrian or vehicular traffic or which obstructs a street sign on city property.
 - (5) Any tree, shrub or other plant or portion thereof whether located on city-owned property or on private property that dangerously obstructs the view as such may be determined by the city engineer pursuant to this chapter.

- (B) Right to inspect. The officers, agents, servants and employees, of the city have the authority to enter onto private property whereon there is located a tree, shrub, plant or plant part that is suspected to be a public nuisance.
- (C) Abatement. The following are the prescribed means of abating public nuisances under this chapter:
 - (1) Any public nuisance under this chapter which is located on city-owned property shall be pruned, removed or otherwise treated by the property owner or his/her agent in whatever fashion is required to cause the abatement of the nuisance within a reasonable time after its discovery.
 - (2) Any public nuisance under this chapter which is located on private property shall be pruned, removed or otherwise treated by the property owner or his/her agent in whatever fashion is required to cause the abatement of the nuisance. No property owner may be found guilty of violating this provision unless and until the following requirements of notice have been satisfied:
 - (a) The arborist shall provide written notice to be personally served or by registered mail, to the person to whom the general taxes for the last preceding year were sent;
 - (b) Such notice shall describe the kind of tree, shrub or other nuisance, its location on the property and the reason for declaring it a nuisance;
 - (c) Such notice shall describe by legal description or by common language the premises;
 - (d) Such notice shall state the actions that the property owner may undertake to abate the nuisance;
 - (e) Such notice will require the elimination of the nuisance no less than 30 days after the notice is delivered or sent.
 - (3) The arborist is empowered to cause the immediate abatement of any public nuisance provided that the nuisance is determined by the arborist to be an immediate threat to any person or property.

(Ord. 1399, passed 12-18-01)

100.08 Interference with the arborist.

No person shall unreasonably hinder, prevent, delay or interfere with the arborist or his/her agents while engaged in the execution or enforcement of this chapter.

(Ord. 1399, passed 12-18-01)

100.98 Violation and penalty.

Any person who violates any provision of this chapter or who fails to comply with any notice issued pursuant to the provisions of this chapter, upon being found guilty of violation, shall be subject to a fine not to exceed \$200 for each separate offense, each day during which any violation of the provisions of this chapter shall occur or continue shall be a separate offense. If, as the result of the violation of any provision of this chapter, the injury, mutilation or death of a tree, shrub or other plant located on city-owned property is caused, the cost of repair or replacement of such tree, shrub or other plant shall be borne by the party in violation. The replacement value of trees and shrubs shall be determined in accordance with the latest revision of A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs and Evergreens as published by the International Society of Arboriculture.

(Ord. 1399, passed 12-18-01)

100.99 Appeal.

Any party who elects to dispute any action or decision by the city arborist shall be entitled to appeal to the city council for a final determination.

(Ord. 1399, passed 12-18-01)

SECTION 2: SEVERABILITY

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

SECTION 3: REPEALER

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

SECTION 4: EFFECTIVE DATE

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:

Deputy City Clerk



MEMO

Date: May 16, 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: Rebuild Water Reclamation Plant Blower Motor

Budget Impact: \$8,250 Line Item 04-00-6561 Maintenance Sewers-Process

Request: Approve the quote from Joliet Electric to rebuild the Water Reclamation Plant blower motor or a total cost of \$8,250.

Discussion: Our sewage treatment process uses blowers to keep sludge in our digester from going dormant. Our plant relies on one blower to run full time with one as a backup and we alternate them weekly. One of the blowers developed a short in the motor; this has not caused our process to change, but we need to get it rebuilt for redundancy purposes. City staff has reached out to multiple manufacturers to replace the motor and the costs ranged from twenty to twenty-five thousand dollars. I am requesting the approval for Joliet Electric to rebuild the failed blower motor at a cost of \$8,250. This expense will be budgeted for in FY24.

Motion: Approve the quote from Joliet Electric to rebuild the Water Reclamation Plant blower motor or a total cost of \$8,250.

Thank you in advance for your consideration of this request.



May 11, 2023

NEG#: 23R051101JM

Jack Sadrakula
City of Wilmington
1165 S. Water St.
Wilmington, IL 60481
Email: jsadrakula@wilmington-il.com
Phone: (815)216-0175

JEM#: 711351

Dear Jack,

We are pleased to submit the following quote on the recondition of your 55.9 KW AC SIEMENS motor for your review and approval.

- 1.) Pick up at location.
- 2.) Incoming inspection.
- 3.) Disassemble and inspect.
- 4.) Steam clean all parts.
- 5.) Complete electrical (non-destructive) testing with documentation.
- 6.) Complete mechanical inspections with documentation.
- 7.) Repair rubbed iron & rewind stator
- 8.) Varnish-treat windings.
- 9.) Plate both bearing housings.
- 10.) Sleeve DE bearing journal.
- 11.) Replace bearings.
- 12.) Repair DE inner & outer seal areas.
- 13.) Dynamically balance rotor.
- 14.) Reassemble, test run, paint and deliver.

The total cost for recondition of your motor is \$ 8,250.00 USD*.

The turnaround time is estimated at 3 weeks.

Joliet Electric Motors would like to thank you for the opportunity to meet your motor repair needs.

Regards,

Dan Cullinane
Inside Sales
815-727-6606
203



ROCK PRODUCTIONS

1215 Dearborn St.
Joliet, IL 60435
(815) 529-ROCK (7625)
ELFRock@comcast.net

SOUND AND LIGHT CONTRACTING AGREEMENT

Agreement made this 8-th day of May, 2023, by and between Rock Productions, NFP (Sound Company) (hereinafter referred to as the "Contractor") and City of Wilmington, (hereinafter referred to as the "Buyer") for the purpose of contracting sound reinforcement between the undersigned parties.

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

Street: 1165 S. Water St. - Event on North Island
City: Wilmington, State: IL, Zip: 60481
Phone: 815- 370-1292
by _____ am/pm June 30, 2023.

3. Load-in may commence at: 1:00 pm June 30, 2023
4. Soundcheck may commence at: 4:00 pm June 30, 2023
5. The Contractor shall operate and leave the equipment set up until: 10:00 pm June 30, 2023 after which the Contractor shall remove all equipment and personnel from the venue.
6. Buyer shall pay to Contractor the amount of \$00 upon the execution of this agreement as a non-refundable deposit for Contractor's services. At the completion of soundcheck, with Contractor's equipment in place and tested, Buyer shall pay to Contractor, in U.S. currency or certified cashier's check made payable to Erika Rock the balance of \$ 500.
7. Contractor will provide qualified personnel to operate all equipment provided for in this Agreement. No other personnel, including Buyer and/or his employees, shall operate the Contractor's equipment without the express consent of Contractor.
8. Contractor shall provide adequate security to protect the Contractor's equipment and personnel during the term of this Agreement. Contractor will provide the following security personnel at the following times and places:
 - a) n/a backstage security person(s) at the equipment access door during load-in
 - b) n/a security person(s) at the main mixing console fifteen (15) minutes before the public is admitted into the venue; to remain there until the public has left the venue.
 - c) n/a security person(s) in the stage area from after showtime until the next performance.

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

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

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

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

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

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

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

14. **ADDITIONAL TERMS AND CONDITIONS:**

See Attached Rider (if any)

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

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

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

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

J a m e s M . R o c k

Contractor

address 1215 Dearborn St.

phone (815) 529-7625

Buyer

address

phone

Exhibit "A"

FOH PA System and Lighting for main stage