



FINANCE, ADMINISTRATION & LAND ACQUISITION COMMITTEE AGENDA

Tuesday, April 16, 2024
6:30 P.M. (CST)

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

1. Call Meeting to Order
2. Roll Call by Clerk

Kevin Kirwin, Co-Chairperson Dennis Vice Leslie Allred Todd Holmes	Ryan Jeffries, Co-Chairperson Ryan Knight Jonathan Mietzner Thomas Smith
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3. Approval of Minutes of Previous Meeting Minutes
4. Public Comment *(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*
5. Review and Approval of Accounting Reports
6. Review and Consideration to Approve the IGA with Wilmington School District 209U and Southern Will County Cooperative for Special Education
7. Review and Consideration to Approve the Contracts Related to the 2024 Catfish Days Festival
 - Abstractionz in the amount of \$500.00
 - Laser Encore in the amount of \$6,500.00
 - Rodney Emling in the amount of \$1,400.00
 - Rick Lindy and the Wild Ones Band in the amount of \$1,200.00
 - Cowboy Co The Country Music Show in the amount of \$2,000.00
 - Any Given Weekend in the amount of \$1,000.00
 - Fearless: A Tribute to Taylor in the amount of \$3,500.00
8. Consideration to Adjust the Director of Public Works Salary to include \$125,000 annually and permission to use a company vehicle for travel to and from work
9. Other Business
10. Adjournment

Posting Date:
4/12/2024 3:32 PM jz

CITY OF WILMINGTON
FINANCE, ADMINISTRATION & LAND ACQUISITION COMMITTEE
March 20, 2024, at 6:30 p.m.
Wilmington City Hall, Council Chambers
1165 S. Water Street, Wilmington IL

Committee Members in Attendance

Co-Chair, Kevin Kirwin
Co-Chair, Ryan Jeffries
Dennis Vice
Jonathan Mietzner
Thomas Smith^(6:45 pm)

Committee Members Absent

Leslie Allred
Ryan Knight

Other City Officials in Attendance

Mayor Ben Dietz, City Administrator Jeannine Smith, Finance Director Nancy Gross, Public Works Director James Gretencord, Chief of Police Adam Zink, and Deputy City Clerk Joie Ziller

The Finance, Administration & Land Acquisition Committee meeting was called to order at 6:30 P.M. by Alderperson Kirwin.

Public Comment

No public comment was made.

Approve Previous Meeting Minutes

Alderperson Mietzner made a motion and Alderperson Holmes seconded to approve the February 20, 2024 meeting minutes as written and have them placed on file.

Upon roll call, the vote was:

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

NAYS: 0

ABSENT: 3 Smith, Allred, Knight

The motion carried.

Review and Consideration to Approve the Accounting Reports

The Committee reviewed the accounts payable report and agreed that this be approved at the March 20, 2024 Council meeting. Director Gross also provided the Committee with the monthly Summary of Utility Billing Memo. Director Gross also provided the Committee with a memo from Lauterbach & Amen, LLP regarding the status of the annual financial report for fiscal year 2023.

Presentation by PMA Financial Network, LLC

Representatives from PMA Financial Network Lisa Nusko and Courtney Soesbe distributed their overview of financial services their firm is able to provide. After some discussion, the Committee agreed that administrative staff should move forward with working out an agreement and bring the final agreement to the Council for full approval.

Review and Consideration to Approve Invoices Relating to the State of Emergency at a Total of \$1,890.54

The Committee reviewed the memo and supporting information as presented in the agenda packet and agreed to place this item on the March 20, 2024, City Council Consent Agenda for full approval.

Review and Consideration to Approve the Proposal from Chamlin & Associates to Complete the Design Phase and the Construction Phase Engineering of the Needed Improvement to the Water Treatment Plant Lime Lagoon Casing and Catwalks for a Total Cost Not to Exceed \$15,000

The Committee reviewed the memo and supporting information as presented in the agenda packet and agreed to place this item on the March 20, 2024, City Council Consent Agenda for full approval.

Review and Consideration to Approve Payment to Brightly Solutions in the Amount of \$6,831.96 for Asset Essentials Services

The Committee reviewed the memo and supporting information as presented in the agenda packet and agreed to place this item on the March 20, 2024, City Council Consent Agenda for full approval.

Other Pertinent Information

No other pertinent information was discussed.

Adjournment

The motion to adjourn the meeting was made by Alderperson Holmes and seconded by Alderperson Smith. Upon voice vote, all yes, and the motion carried. The meeting was adjourned at 7:06 P.M.

Respectfully submitted,

Joie Ziller
Deputy City Clerk

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

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

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

SECTION 3:

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

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

SECTION 4:

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

SECTION 5:

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

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

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

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

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

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

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

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

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

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

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

SECTION 6:

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

SECTION 7:

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

SECTION 8:

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

SECTION 9.

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

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

SECTION 10:

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

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

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

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

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

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

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

SECTION 11:

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

SECTION 12:

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

SECTION 13:

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

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

CITY OF WILMINGTON

BY: _____ Date: _____

Attest: _____ Date: _____

SOUTHERN WILL COUNTY COOPERATIVE FOR SPECIAL EDUCATION

BY: _____ Date: _____

Attest: _____ Date: _____

WILMINGTON DISTRICT 209U

BY: _____
Board President

Date: _____

Attest: _____
Board Secretary

Date: _____

Exhibit A

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

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

Gross Wages \$ 38,565.19

FICA 2,950.24

Unemployment 305.76

Workers Comp 1,316.32

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

Anticipated Annual Cost = \$ 57,847.83

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

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

Exhibit B

School Resource Officer Job Description

Responsibilities of the Position:

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

Training and Qualifications:

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

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

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

Abstractionz

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

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



CONTRACT

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

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

1. LASER SHOW/PRODUCTION:

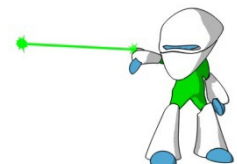
- 1.1 *Location(s)*: The laser show will be held outdoors at North Island Park
- 1.2 *Date(s)*: Laser Encore will provide the laser show on the following dates: July 27, 2024
- 1.3 *Type of Show(s)*: 30-minute outdoor laser show with full-color laser graphics projected onto our laser screen and aerial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

2. LASER ENCORES OBLIGATIONS.

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

3. CLIENT'S OBLIGATIONS.

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



Catfish Days, CONTRACT (Cont'd.)

4. TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

5.0 COPYRIGHTS.

5.1 Laser Encore retains all copyrights for its productions.

6.0 INDEMNITY.

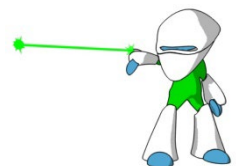
6.1 Each party shall hold the other harmless in and from all claims, liabilities, damages, and detriments not arising from the indemnifying party's mutual breach under this Agreement or the indemnifying party's actual negligence or malfeasance.

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

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

SIGNATURE AND TITLE
CLIENT

SIGNATURE AND TITLE
LASER ENCORE



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

Estimate

Number E102

Date 2/7/2024

Bill To
Kirsten
Wilmington Catfish Days

Ship To

PO Number	Terms	Customer #	Service Rep	Project

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

Amount Paid \$0.00
Amount Due \$1,400.00

Discount \$0.00
Shipping Cost \$0.00
Sub Total \$1,400.00

Total \$1,400.00

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

Performance Agreement

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

Rick Lindy Schwartz
(Artist)

Rick Lindy Schwartz

Signed 1/10/2024

Tom Smith
(Purchaser)

Signed

2024



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

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

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

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

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

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

Buyer/Representative

Date _____

By _____

Agent

Date _____

By _____

{BOOKING CONTRACT}

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

Name and Address of Place of Engagement: Wilmington

Wilmington Catfish Days - North Island Stage

Name of Entertainer, Band or Group Any Given Weekend

Date of Engagement and Clock Hours July 27th 2024

8pm - 12am

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

City Festival - Band will provide sound and lights

Compensation Agreed Upon: \$1,000⁰⁰/₁₀₀

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

X
(Signature of Purchaser or Agent)

(Print Name)

(Address)

(Phone Number-s)

X Dale Lorange
(Signature of Entertainer or Band)

Dale Lorange
(Print Name)

(Address)

815-939-2829

(Phone Number-s)



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

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

1. Deal Terms and Payment Schedule

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

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

2. Events, Performances, and Appearances

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

3. Security

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

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

4. **Conditions of Performance**

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

5. **Term and Termination**

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

6. **Force Majeure**

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

7. **Indemnification**

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

8. **Governing Law**

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

9. **Entire Agreement**

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

ACCEPTED AND AGREED TO:

City of Wilmington

Fearless: A Tribute to Taylor

Thomas Smith
City of Wilmington

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number												
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4	7	-	4	5	1	4	0	8	1			

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

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

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

- Form 1099-C (canceled debt)

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

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

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

By signing the filled-out form, you:

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