



City of Wilmington
Finance, Administration & Land Acquisition Committee
June 20, 2023 at 6:30 p.m.

Location & Time

Council Chambers
1165 S Water St
Wilmington, IL 60481

6:30 p.m. 06/20/2023

Agenda

1. Call to Order
2. Review and Approve Previous Meeting Minutes
3. Public Comment
(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)
4. Review and Consideration to Approve Accounting Reports
5. Review FY 2024 Budget
6. Consideration Approve the Contract with Bounce Houses R Us in the Amount of \$1,103.50 for the Let Freedom Rock Celebration
7. Consideration to Approve the Contract with Laser Encore in the Amount of \$6,500 for the Catfish Day Festival
8. Consideration to Approve the Contract with Circus Boy in the Amount of \$350 for the Catfish Day Festival
9. Consideration to Approve and Authorize the City Administrator to Execute the MOU Agreement with the Heritage Corridor Convention and Visitors Bureau for the RT 66 Mural Project not exceeding \$40,000
10. Consideration to Approve and Authorize the City Administrator to Execute the MOU Agreement with Heritage Corridor Convention and Visitors Bureau for the RT 66 Monument Signage Fabrication and Delivery not exceeding \$12,000
11. Consideration to Approve and Authorize the City Administrator to Execute a Contract with MD Masonry Inc. for Tuckpointing associated with the RT 66 Mural Project in the amount of \$10,500
12. Consideration to Approve and Authorize the City Administrator to Execute the Contract with OH Design Group for Wall Mural Fabrication and Installation in the amount of \$9,911
13. Other Pertinent Information
14. Adjournment

**Finance, Administration
& Land Acquisition
Committee Members**

Kevin Kirwin, Co-chair
Ryan Jeffries, Co-chair
Dennis Vice
Ryan Knight
Leslie Allred
Jonathan Mietzner
Todd Holmes
Thomas Smith

CITY OF WILMINGTON
FINANCE, ADMINISTRATION & LAND ACQUISITION COMMITTEE
Tuesday, May 16, 2023, 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
Ryan Knight
Jonathan Mietzner
Todd Holmes

Committee Members Absent

Leslie Allred
Thomas Smith

Other City Officials in Attendance

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

The meeting of the Finance, Administration & Land Acquisition Committee was called to order at 6:32 P.M. by Mayor Dietz.

Approve Previous Meeting Minutes

Alderman Kirwin made a motion and Alderman Jeffries seconded to approve the April 25, 2023 meeting minutes as written and have them placed on file.

Upon roll call, the vote was:

AYES: 6 Mietzner, Knight, Jeffries, Kirwin, Vice, Holmes

NAYS: 0

ABSENT: 2 Allred, Smith

The motion carried.

Public Comment

No public comment was made.

Review and Consideration to Approve the Accounting Reports

The Committee reviewed the accounts payable report as presented in the agenda packet.

Review and Consideration to Approve the FY 2022 Financial Audit

The Committee reviewed the final fiscal year 2022 financial audit. The Committee agreed to move this to the May 16th Council Meeting for full approval.

Other Pertinent Information

The Committee discussed the meeting date and time to review the fiscal year 2024 budget. This meeting will be held on June 15, 2023 at 5 PM.

Adjournment

The motion to adjourn the meeting was made by Alderman Knight and seconded by Alderman Kirwin. Upon voice vote, all yes, and the motion carried. The meeting was adjourned at 6:56 P.M.


Respectfully submitted,
Joie Ziller, Deputy City Clerk



MEMO

Date: June 15, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

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

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

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

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

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

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

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



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

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

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

Invoice #33690

Customer Comments: Kirsten 779.230.0572 city is processing for payment

Inspected By _____

THANK YOU FOR YOUR

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

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

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

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

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

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

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

Non weather cancellations

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

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

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

RULES OF OPERATION:

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

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

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

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

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

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

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

and received the unit in good condition.

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

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

Bounce Houses R Us

351 N York

ELMHURST

Illinois

60126

LESSEE:

(Lessee's Signature)

(Lessee's Printed Name)

(Date)

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

1 message

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

Wed, Jun 14, 2023 at 3:55 PM

Bounce house invoice!

Thank you!

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

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

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

Sent from my iPhone

Begin forwarded message:

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

Invoice/Receipt #33690

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

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

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

Wellington Park district

Renee Beck

250 bridge st



Wilmington, IL 60481

Rbeckipd@gmail.com

/815-931-3206

Order Created by: Lynn Casey

Customer Comments:

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

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

Total \$1,103.50

Deposit Required \$275.88

Due \$1,103.50

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

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

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

A few tips and reminders: (PLEASE READ BELOW)

1. Please click the contract link above.

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

3. Your balance is due in the form of cash, or credit card at or before set up. If paying with cash, please note that our drivers don't carry cash please have the exact amount. We do take checks from schools, school PTA, PTO, Churches, corporate, and organizations. We do not take personal checks.
4. We can set up on most surfaces, but not rocks or dirt patches of any kind. Please call us if you are unsure.
5. All inflatable units MUST be staked into the ground for safety. If not setting up on grass or have a sprinkler system we will secure the inflatable with sand bags for an additional fee. **Please call to arrange a sand bag set up if you have a sprinkler system or setting up any other surface than grass 630-903-6800**
6. We will email or call you the day before your event with a set up time (we sometimes have to arrive as 7:00 am to get all of the inflatables out on time, but we do not charge for the extra time you have the rental and you still get your guaranteed rentals time end on the contract.
7. All weather related cancellation will be determined 24 hours before the and/or up to 7:00 am the day of the event. Our warehouse manger will be in contact with all customers when weather issues are in the forecast. We will follow our weather cancellation policy for all refunds and credits our weather policy is found on our FQA page on the website and at the bottom of this email.
8. If your event is at a park, please let us know, as it affects our scheduling. You will need to either provide electricity within 100 ' or rent a generator, which we can provide for you at an additional cost.

9. Non weather cancellations

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

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

-Rain-

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

-Wind-

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

-Temperature-

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

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

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

CONTRACT

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

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

1. LASER SHOW/PRODUCTION:

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

2. LASER ENCORES OBLIGATIONS.

2.1 *Operations*: Laser Encore shall transport, set up, test, operate and dismantle all equipment necessary for said display.

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

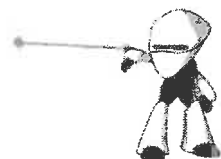
3. CLIENT'S OBLIGATIONS.

3.1 *Operations*: CLIENT agrees to provide the following at CLIENT'S sole expense to assist Laser Encore in providing said shows:

- (a) Electricity
- (b) Hotel room
- (c) Lift for screen

3.2 *Set Up Time*: CLIENT agrees to provide Laser Encore with adequate time to set up and test the laser equipment before each show on a given date and between each multiple performance on the same date.

3.3 *Safety*: CLIENT is responsible for providing security at all times including set up and during the shows to ensure a clear and safe projection area.



Catfish Days, CONTRACT (Cont'd.)

4. TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

5.0 COPYRIGHTS.

5.1 Laser Encore retains all copyrights for its productions.

6.0 INDEMNITY.

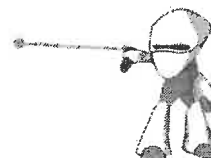
6.1 Each party shall hold the other harmless in and from all claims, liabilities, damages, and detriments not arising from the indemnifying party's mutual breach under this Agreement or the indemnifying party's actual negligence or malfeasance.

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

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

SIGNATURE AND TITLE
CLIENT

SIGNATURE AND TITLE
LASER ENCORE



Invoice /Contract

Circus Boy

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

Show dates: Saturday July 22nd 2023

Show times: 12:30 PM

Location of performance: Catfish Days

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


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



MEMO

Date: June 15, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

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

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

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

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

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

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

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

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

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

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

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

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

102 S Water Street - Baltimore Tuckpointing Job

1 message

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

Mon, Jan 9, 2023 at 3:02 PM



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**Jeannine Smith***City Administrator*

1165 S. Water Street

Wilmington, IL 60481

Office: 1-815-476-2175 ext 232

Direct: 1-779-801-2806

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ROUTE 66 GRANT FY23

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

 CITY OF WILMINGTON
 Jeannine Smith, City Administrator

DATE _____

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

DATE _____
2023-06-13

ROUTE 66 GRANT FY23

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

DATE _____

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

DATE _____

PROPOSAL

January 20, 2023

City of Wilmington
1165 S Water St
Wilmington, IL 60481

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

Dear Jeannine:

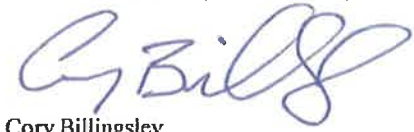
We propose to furnish labor and materials for the masonry at the above project as follows:

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

\$30,000.00

This proposal expires after 30 days.

RAMCORP, INC. (Subcontractor)



Cory Billingsley
CB:cw

Contractor

By _____

Title _____

Date _____

Proposal

McPherson Masonry

815-791-4577

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

We hereby submit specifications and estimates for:

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

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

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

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

Payment to be made as follows:

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

Authorized Signature _____

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

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

Signature _____

Date of Acceptance: _____

Signature _____

MD Masonry inc.

1s569 Halsey Rd
Oakbrook Terrace, IL60181

Contract

To: Wilmington project

Date: 6/4/23

Project Address: 102s. water St. Wilmington

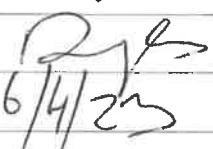
Project #: tuckpointing and bricks replacement

Attn: Jeannine

Phone: 8153701292

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

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

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



918 Commerce Street
 Lockport, Illinois 60441
 630.804.3503
 OHDesignGroup.com

Quotation 23038

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

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

Date: 17 May 2023

Project: Route 66 Outdoor Wall Mural	Prepared By: Steve S. email: ss@ohpub.com
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16' x 20' Banner Mural	QTY	Unit Price	Price
1. 16' x 20' channel			
A. 16' x 20' aluminum channel frame system. Color: Silver.	1	3,115.00	3,115.00
B. Optional: Custom color	1	600.00	600.00
2. Mural Print	1	546.00	546.00
A. Mural Print: 13oz Front Lit Vinyl (FL) Single Sided, Size: 188.375" x 236.375", Fabrication: #2 Grommets Offset in Corners and Every 6-8" in between			

3. DESIGN			
A. Graphic Design and Project management.			3,000.00

4. Installation			
A. Installtion of Frame and Mural			1,800.00

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

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