



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

**Agenda - Regular City Council Meeting  
Wilmington City Hall - Council Chambers  
December 19, 2023 at 7:00 p.m.**

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Roll Call  
Mayor Ben Dietz  
Alderpersons: Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight  
Leslie Allred, Jonathan Mietzner, Thomas Smith, Todd Holmes

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

**C. MAYOR'S REPORT**

1. Recognition & Proclamation Honoring the 2023 Wilmington Wildcat High School Football Team for Winning the IHSA Class 2A State Championship and Declaring December 22, 2023 Wildcat Football Day
2. Administer Oath of Office to New Police Officers - Matthew Sheldon, Joshawa Ryan, and Aaron McMurtrey

**D. PUBLIC HEARING**

1. Public Hearing to Consider Request by Petitioner Rich Kane, Consolidated Pipe & Supply Company, Inc., for Annexation, Annexation Agreement, Variance from 150.111 to allow crushed stone or gravel surfaces in all yards, and Map Amendment to I2-Light Industrial approximately 4.76 acres of property located at 23920 Stripmine Road, Wilmington, IL 60481 (PIN 03-17-27-300-022-0000)
  - a. Introduction to Petition
  - b. Open Public Hearing
  - c. Verification of Notice & Publication
  - d. City Staff Summary
  - e. Oath Issued
  - f. Petitioner's Presentation
  - g. Commissioner Clarification
  - h. Public Comment
  - i. Petitioner Response
  - j. Close Public Hearing

## E. PLANNING & ZONING

1. Consideration and Approval Ordinance No. 23-12-19-01, An Ordinance Annexing Certain Territory to the Corporate Limits of the City of Wilmington, Will County, Illinois, Approving an Annexation Agreement Between the City of Wilmington and Consolidated Pipe & Supply Company, Inc., Approving a Map Amendment to be Zoned as I-2 Light Industrial District, and Approving a Variance For Approximately 4.76 Acres to the Corporate Limits of the City of Wilmington, Will County, Illinois (23920 Stripmine Road, Wilmington, IL 60481 - Affected Pin No: 03-17-27-300-022-0000)
2. Consideration and Approval of the Wilmington Fire Protection District's Proposed Site Plan, with Conditional Uses, and Variances with the understanding that a sidewalk on N. Kankakee Street be added to the site plan and constructed on the tract of property comprising approximately 1.696 acres of land located at 201 N. Kankakee Street (PIN No. 03-17-25-341-001-0000) as recommended by the Planning & Zoning Commission

## F. CONSENT AGENDA

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

1. Approval of the Regular Meeting Minutes from December 5, 2023
2. Approval of the Accounts Payable Report
3. Approve Ordinance No. 23-12-19-02, An Ordinance for the Levy and Collection of Taxes for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024
4. Approve Ordinance No. 23-12-19-03, An Ordinance Abating The Tax Hereto Levied For The Year 2023 To Pay The Principal of and Interest On \$6,530,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020
5. Approve the 2023 TIF District Pay As You Go Summary and Eligible Expenses
6. Approve Pay Request #2 & Final in the amount of \$12,406.46 made to Gallagher Asphalt Corp for the Water Street Reconstruction Project
7. Approve Pay Request #2 & Final in the amount of \$29,565.57 made to Gallagher Asphalt Corp for the FY 2023-2024 MFT Maintenance
8. Approve the Purchase of the Described Signs from Roadway Signs, as Quoted for \$12,776
9. Approve Ordinance No. 23-12-19-04, An Ordinance Amending Chapter 93 Article 4 of the City of Wilmington Code of Ordinances to Regulate Open Burning
10. Approve Ordinance No. 23-12-19-05, An Ordinance Regarding the Illinois Paid Leave for All Workers Act for the City of Wilmington
11. Approve Resolution 2023-13, A Resolution to Dispose of Surplus Property (2004 GMC Sierra 3500)
12. Approve the Purchase of Residential Water Meters from Utility Pipe Sales for a Total Cost of \$30,900
13. Approve the Temporary Site License for Power Agreement at 601 E. Kankakee River Drive with New Cingular Wireless PCS, LLC

G. ORDER OF BUSINESS

H. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

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

H. ALDERMEN COMMENTS

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

I. EXECUTIVE SESSION

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

J. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

K. ADJOURNMENT

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

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

***The next regularly scheduled City Council meeting is January 2, 2024.***



# Proclamation

## **Honoring the 2023 Wilmington Wildcat High School Football Team for Winning the IHSA Class 2A State Championship and Declaring December 22, 2023 Wildcat Football Day**

**Whereas**, the Wilmington School District has a rich tradition of excellence and accomplishment in academic and athletic competition reflecting the highest ideals of hard work, training and sportsmanship, and

**Whereas**, the 2023 Wilmington Wildcat High School football team is a true testament to what determination, dedication and a passion to win can accomplish,

**Whereas**, the achievements of the Wilmington Wildcat High School Football Team Head Coach, Jeff Reents; and its talented coaching staff consisting of Assistant Coaches Barry Southall, Chad Farrell, Bob Bolser, Drew Tyler, Mark Langusch, Mike Bushnell, Andy Peterson, Sean Micetich and Athletic Trainer Katie Koehn deserve recognition and have earned a rightful place at the top of their sport.

**Whereas**, the 2023 Winning Wildcat Football Team led by Team Captains Brody Benson, Brendan Moran, Joey Allgood, Cade McCubbin; and talented players consisting Braeden Anderson, Jake Castle, Shawn James, Kurtis Brassard, Matt Swisher, Hunter Osipavicius, Kyle Farrell, Ryan Kettman, Reid Juster, Lucas Rink, Hannah Basinger, Floyd McKendrick, Nate Cupples, Collin Tatera, Evan Romano, Sean Vazquez, Joe Van Duyne, Ryan Nelson, William Moore, Decklan Proffitt, Austin Izzi, Keenan Orr, William Workman, Matthew Crichton, Joey Cortese, Dierks Geiss, Declan Moran, Cooper Holman, Gavin Gabriel, Pete Rampa, Logan Adermann, Jack Cutter, Logan Van Duyne, Matthew Parthun, Zach Ohlund, Austin Olsen, Camden Allen, Micheal Schlieper, William Wilson, Kai Sterkowitz, William Slayton, Spencer Parrish, Andrew Dedo, Sam Payne, Gabriel Cravens, James Iwen, Alex Will, Reid Waldon, Evan Kuypers, Ryker Feil, Caleb Rouse, Parker Adams. For their impressive 2023 undefeated season and for the example that they have set for future generations of young athletes in this Community, this City Council honors the Wildcats and wishes them the best of luck in all their future endeavors;

**Whereas**, the players on the Wilmington High School football team are shining examples of the school's Superintendent Kevin Feeney, Principal Scott Maupin, and Athletic Coordinator Brian Goff commitment to success in all aspects of life, and

**Whereas**, the achievement of this level of excellence in the game of football requires an outstanding spirit of dedication, enthusiasm, determination, and heart by all persons involved in the team's success; and

**Whereas**, on November 24, 2023, in Hancock Stadium at The Illinois State University in Normal, Illinois, the Wilmington Wildcat football team defeated the Athens Warriors 28 to 3 to win the IHSA Class 2A State Championship.

**Now Therefore**, I, Mayor Ben Dietz of the City of Wilmington, along with the members of the City Council are proud to recognize the Wilmington Wildcat High School 2023 State Football Champions and declare December 22, 2023, Wildcat Football Day.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the City.

Given under my signature and the seal of  
at the City of Wilmington,  
this 19<sup>th</sup> day of December 2023.



A handwritten signature in blue ink, appearing to read "Ben Dietz", is written over a horizontal line.

Ben Dietz, Mayor  
City of Wilmington  
Will County, Illinois

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.  
County of Will,

Certificate of the Publisher

**Free Press Newspapers** certifies that it is the publisher of the **The Free Press Advocate**

**The Free Press Advocate** is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

**City of Wilmington to consider annexation of Consolidated Pipe and Supply Company**

a true copy of which is attached, was published one times in **The Free Press Advocate**, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on **November 22, 2023**, and the last publication of the notice was made in the newspaper dated and published on **November 22, 2023**. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D. Fisher**, its publisher, at Wilmington, Illinois, on **November 22, 2023**.

**Free Press Newspapers**

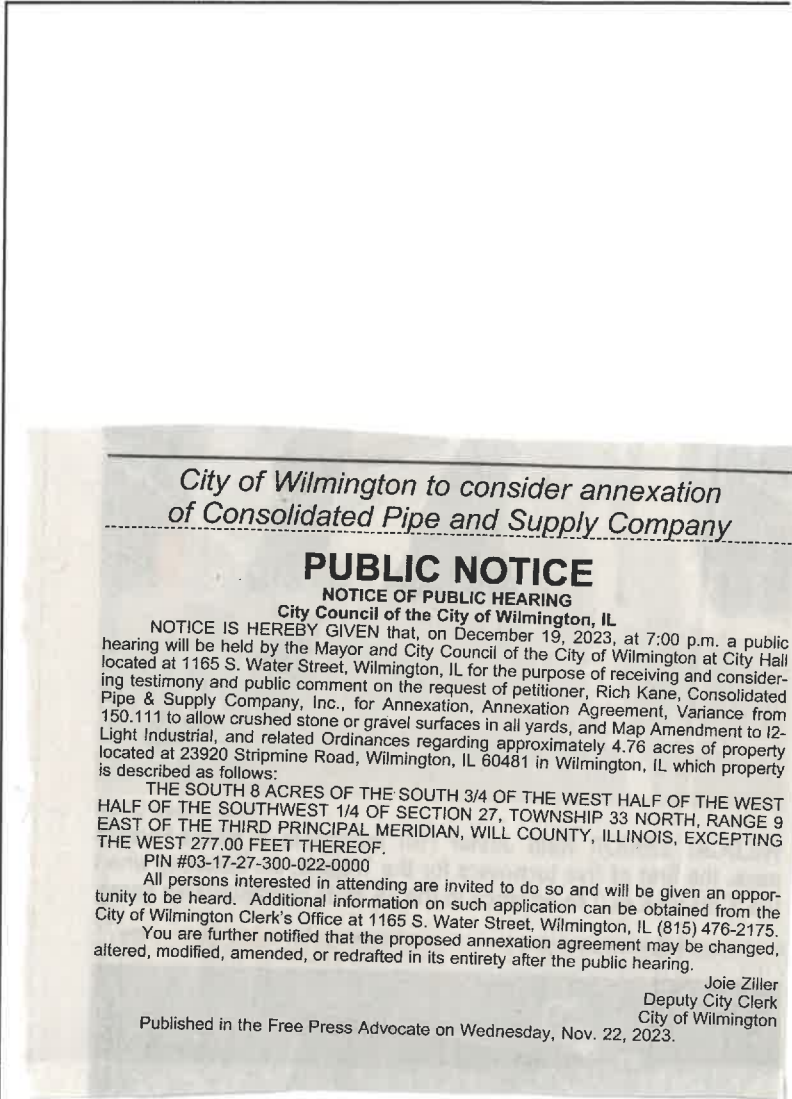
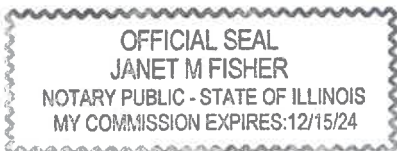
By Eric D. Fisher, Publisher  
Eric D. Fisher

Printer's Fee \$ 65.00

Given under my hand on November 22, 2023

Janet M. Fisher

Janet M. Fisher, Notary Public



*City of Wilmington to consider annexation of Consolidated Pipe and Supply Company*

**PUBLIC NOTICE**

**NOTICE OF PUBLIC HEARING**  
City Council of the City of Wilmington, IL

NOTICE IS HEREBY GIVEN that, on December 19, 2023, at 7:00 p.m. a public hearing will be held by the Mayor and City Council of the City of Wilmington at City Hall located at 1165 S. Water Street, Wilmington, IL for the purpose of receiving and considering testimony and public comment on the request of petitioner, Rich Kane, Consolidated Pipe & Supply Company, Inc., for Annexation, Annexation Agreement, Variance from 150.111 to allow crushed stone or gravel surfaces in all yards, and Map Amendment to I2-Light Industrial, and related Ordinances regarding approximately 4.76 acres of property located at 23920 Stripmine Road, Wilmington, IL 60481 in Wilmington, IL which property is described as follows:

THE SOUTH 8 ACRES OF THE SOUTH 3/4 OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, EXCEPTING THE WEST 277.00 FEET THEREOF.

PIN #03-17-27-300-022-0000

All persons interested in attending are invited to do so and will be given an opportunity to be heard. Additional information on such application can be obtained from the City of Wilmington Clerk's Office at 1165 S. Water Street, Wilmington, IL (815) 476-2175.

You are further notified that the proposed annexation agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

Joie Ziller  
Deputy City Clerk  
City of Wilmington

Published in the Free Press Advocate on Wednesday, Nov. 22, 2023.

# City of Wilmington Planning and Zoning Staff Report

**SUBJECT:** Petition by Consolidated Pipe & Supply Co., Inc. for Annexation with Map Amendment and Variance Request

**AGENDA ITEM:** 4

**MEETING DATE:** December 7, 2023

**TO:** Honorable Members of the City of Wilmington Planning and Zoning Commission

**FROM:** Jeannine Smith, City Administrator 

**ACTION REQUESTED:**

Consolidated Pipe & Supply Co., Inc. (Petitioner) approached the City with a land use petition to annex into Wilmington; requesting a map amendment and variances to allow for their existing warehouse & offices. Consolidated Pipe & Supply Co., Inc. is located at 23920 Stripmine Road (PIN 03-17-27-300-022-0000) (see map on following page).

**BACKGROUND:**

Consolidated Pipe & Supply Co., Inc. has been a fixture in “unincorporated Wilmington” for many years. They are also a City Vendor. Recent discussions with Branch Manager Rich Kane revealed an interest in annexation to Wilmington in order to become a bona fide Wilmington business. Subsequently, the City received Petitioner’s request for annexation with a couple of variance requests that will provide for a seamless transition.

Petitioner is requesting a variance from:

- 1) Section 150.111 (D) which states all parking facilities shall have a bituminous or concrete surface except that outdoor storage areas and truck parking areas in any industrial district may have a stone or gravel surface if located in the rear yard **to allow for gravel in all yards;** and
- 2) Section 150.87 (5) that requires walls and fences which enclose outside storage shall be a minimum of eight feet in height and a maximum of 15 feet in height to **allow for a minimum of 6 feet.**

Petitioner is also requesting a map amendment allowing for I-2 Light Industrial Zoning. Consolidated Pipe & Supply Co., Inc. is currently zoned I-1 in Will County which is a similar zoning designation.

Petitioner has properly noticed the public in the Free Press Advocate on Wednesday, November 22, 2023.

**PETITIONER’S NARRATIVE:**

The Petitioner is proposing annexation into Wilmington for the continued use of their wholesale pipe, valve & fitting office, warehouse and distribution business. They are planning an expansion to include an additional metal framed cold storage warehouse upon annexation. They are currently zoned I-1 Low-Impact Industrial in the County and are requesting a map amendment to I-2 Light Industrial in Wilmington. Petitioner is also requesting a variance from Section 150.111 (D) which states all parking facilities shall have a bituminous or concrete surface except that outdoor storage areas and truck parking areas in any industrial district may have a stone or gravel surface if located in the rear yard as well as Section 150.87 (5) that requires walls and fences which enclose outside storage shall be a minimum of eight feet in height and a maximum of 15 feet in height.

**DISCUSSION:**

Picture of area slated for development and adjacent uses:



Source: maps.google.com

Properties abutting the proposed development consist of the following zoning districts (see zoning map):

- North            \*I-1: Low Impact Industrial
- South            A1: Agriculture
- West             \*I-1: Low Impact Industrial
- East             \*I-1: Low Impact Industrial

*\*County I-1 district.* The I-1 district is primarily intended to accommodate low-impact industrial uses and industrial park developments that have very limited adverse visual and operational impacts.



**FINDINGS OF FACT:**

The Planning and Zoning Commission (PZC) shall make recommendation and provide findings of fact to the city council.

**Standards for map amendments**

The PZC shall make findings and recommendations based upon the evidence presented to it in each specific case that:

- (1) The proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development;
- (2) The proposed rezoning conforms to the intent and purpose of this chapter;
- (3) The proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses; and
- (4) Adequate public facilities and services exist or can be provided.

**Standards for variances**

The PZC shall make findings and recommendations that adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgement of the PZC, a variation is permitted because the evidence sustained the existence of each of the four conditions as follows:

- (a) Reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship;
- (b) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;
- (c) The plight of the owner is due to unique circumstances; and
- (d) The variation, if granted, will not alter the essential character of the locality.

**STAFF RECOMMENDATION:**

**Staff is supportive of this petitioner's request and respectfully requests the Planning and Zoning Commission make a positive recommendation to the City Council to annex Consolidated Pipe & Supply Co., Inc allowing for a map amendment of I-1 Light Industrial and parking lot and fence variances as presented.**



Planning and Zoning Application Form

Received JUN 26 2023 City of Wilmington

Application Request(s)

Check all that apply.

- Annexation, Concept Site Plan, Map Amendment, PUD-Special Use Permit, Preliminary Plat, Final Site Plan, Text Amendment, Final Plat, Variance, Conditional Use Permit

The undersigned applicant(s) request(s) the corporate authorities of the City of Wilmington to approve the following application for the above checked item(s) in the City of Wilmington and in support of the said application, state(s) as follows:

Property and Request Information

23920 STRIPMINE RD, WILMINGTON, IL
Address of Request

CONSOLIDATED PIPE & SUPPLY 03-17-27-300-022-0000
Project Name PIN

STRIPMINE RD & RTE 129 4.76 ACRES
General Location Property Size

Present Zoning Previous Zoning
WHOLESALE PVF WHOLESALE PVF
Present Land Use Proposed Land Use

Reason for Request/Description of Request: ANNEXATION

Building Permit Submitted? Yes No If yes, for what:

Complete the following Development information if applicable:

Development/Subdivision Name: N/A

Type of Development: Residential Commercial Industrial Institutional

Number of Units/Lots (if applicable)

Buildings/Improvements on Property to Remain or be Removed? (describe): EXISTING WAREHOUSE & OFFICES WITH OUTSIDE WYDOWN YARD. NEAR FUTURE ADD OF COLD STORAGE METAL FRAMED ADD'L WAREHOUSE BLDG TO BE APPLIED FOR PERMITTING AFTER ANNEXATION.

Floodplain in areas present on the property?  Yes  No

Professional Fee Agreement Submitted?  Yes  No

**Applicant Information**

**Applicant/Developer**

Owner  Contract Purchaser  Lessee  Agent For:

RICH KANE  
Primary Contact

CONSOLIDATED PIPE & SUPPLY  
Business Name

23920 STRIPMINE RD, WILMINGTON, IL 60481  
Address (City, State, Zip)

RICH.KANE@CPSPPIPE.COM  
Email

815-476-5266  
Phone

815-476-5765  
Fax

**Property Owner (if different that applicant)**

Name ~~NA~~

Email

Address (City, State, Zip)

Phone

Fax

**Project Team Attorney**

Name ~~NA~~

Business Name

Address (City, State, Zip)

Email

Phone

Fax

**Engineer**

Name ~~NA~~

Business Name

Address (City, State, Zip)

Email

Phone

Fax

**Project Team (Continued)**  
**Planning/Landscape Architect Consultant**

Name _____	Business Name _____
Address (City, State, Zip) _____	
Email _____	Phone _____
Fax _____	

**Submitted Materials Required**

- Legal Description of Property (Hard Copy)
- Legal Description of Property (Emailed Copy)
- Disclosure of Beneficiaries Form - completed
- Non- Refundable Fees (all that apply)
  - Annexation: \$ 500
  - Preliminary Plat: \$ \_\_\_\_\_
  - Final Plat: \$ \_\_\_\_\_
  - Concept Site Plan: \$ \_\_\_\_\_
  - Final Site Plan: \$ \_\_\_\_\_
  - Variance: \$ \_\_\_\_\_
  - Map Amendment: \$ —
  - Text Amendment: \$ \_\_\_\_\_
  - Conditional Use Permit: \$ \_\_\_\_\_
  - PUD-Special Use Permit: \$ \_\_\_\_\_

Amendment request(s) fees are the same as listed above.

- Variance, Special Use Permit and/or PUD Supplement(s)
- Plat of Survey, to scale and current
- For Variation(s): Marked up Plat of Survey illustrating variation(s)
- Any specific information which may help in the review and approval process

Applicable for new development only:

- Four (4) full-size, folded, collated copies of all applicable plans including but not limited to the following:  
Site Plan with Complete Site Data, Preliminary/Final Plats, Architectural Elevations (Color and Black-Line)  
Signs, Photometric Plan with Lighting Specifications, Tree Survey, Landscape Plan
- One (1) copy of the proposed covenants and restrictions
- A detailed description of business, proposed hours of operation, number of employees

**Applicant Signatures**

The undersigned below hereby certifies that he/she is the owner of the described property and has authorized an agent, which both agree to abide by all ordinances, regulations, and codes of the City of Wilmington as are in full force and effect on the date of the consideration of this application by the Corporate Authorities. The owner or applicant(s) also agree(s) to pay any and all fees, costs, and expenses of the City of Wilmington, including professional fees that are necessary and required to act on this application.

Project Name

CONSOLIDATED PIPE & SUPPLY

Owner's Name

DKAC

Owner's Signature

Applicant's Name, if different than owner

Applicant's Signature

23920 STRIPMINE RD., WILMINGTON, IL 60418

Address (City, State, Zip)

5/15/23

Date

**Staff Use Only**

46, 150, 150.40, 150.13, 14, 18

Applicable Code Sections

Commercial

Comprehensive Plan

Zoning of Adjacent Properties: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

06-26-2023

Date Professional Fee Agreement was signed

Applicant's Name, if different than owner

06/26/2023

Submittal Date

J. Smith

Received By

23920 Stripmine Rd

Address (City, State, Zip)

\$ 500

Payment Amount

check # 2775

Payment Type

06/26/2023

Payment Date



**DISCLOSURE OF BENEFICIARIES**

**1. PETITIONER:**

RICH KANE  
Name

CONSOLIDATED PIPE & SUPPLY  
Business Name

23920 STRIPMINE RD, WILMINGTON, IL 60481  
Address (City, State, Zip)

RICH.KANE@CPSPIPE.COM  
Email

815-476-5266  
Phone

**2. NATURE OF BENEFIT SOUGHT:** ANNEXATION

**3. NATURE OF APPLICANT**

- Natural Person
- Corporation
- Land Trust/ Trustee
- Trust/Trustee
- Partnership
- Joint Venture
- Limited Liability Company

**4. If the applicant is an entity other than described in Section 3, please state the nature and characteristics of the applicant:** \_\_\_\_\_

**5. If your answer to Section 3 is anything other than (a) please identify every owner and beneficiary having any interest, real or personal, in such property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7.5% of the total distributable income of any limited liability company, corporation, or limited partnership having interest in the property. However, if the interest, stock, or shares in a limited liability company, corporation, or general partnership is publicly traded and there is no readily known individual having greater than 7.5% interest, then a statement to such effect should be attached hereto.**

	<u>NAME</u>	<u>ADDRESS</u>	<u>INTEREST</u>
a.	<del>NA</del>		
b.			
c.			
d.			

**NOTE: If your answer to Section 5 identifies an entity other than a natural person, then the same disclosure must be made for each entity.**

6. PERSON MAKING THE DISCLOSURE ON BEHALF OF THE PETITIONER:

RICH KANE  
Name

BRANCH MANAGER  
Capacity

Address (City, State, Zip)

Email

Phone

VERIFICATION

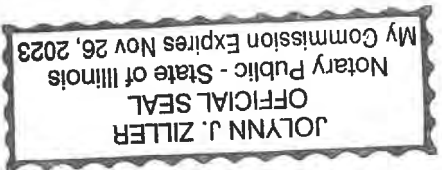
I, RICH KANE, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained herein are true in both substance and fact. I, RICH KANE, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure.

BY: RICH KANE  
Signature

RICH KANE  
Printed Name

Signed and sworn to before me this  
26 day of June, 2023.

[Signature]  
NOTARY PUBLIC



(Seal)



Map Amendment Application Supplement City of Wilmington

Applicant's Name CONSOLIDATED PIPE & SUPPLY Date 5/15/23

Address (City, State, Zip) 23920 STRIPMINE RD, WILMINGTON IL

Request ~~GENERAL COMMERCIAL~~ I2 Light Industrial

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.14 of the Wilmington Code of Ordinances provides that for a requested Map Amendment, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

<p>(a) Proposed use of the property that warrants this application for a map amendment</p> <p>CONTINUED USE OF EXISTING WHOLESALE PIPE, VALVES &amp; FITTINGS WAREHOUSE &amp; DISTRIBUTION</p>
<p>(b) If the proposed map amendment is approved, what improvements of construction are planned? (An accurate site plan may be required to establish that the proposed improvement can meet the minimum zoning requirements)</p> <p>A BUILDING PERMIT WILL BE APPLIED FOR ADDITION OF (1) WAREHOUSE STRUCTURE, DETACHED BEHIND EXISTING BUILDING.</p>
<p>(c) Identify the existing uses of the properties within the general area of the property in question</p> <p>RETAIL BAR, CONSTRUCTION COMPANY, SPORTSMAN CLUB, FABRICATION</p>



(d) Identify the existing zoning classification of the properties within the general area of the property in question

GENERAL COMMERCIAL & LIGHT/HEAVY  
INDUSTRIAL

(e) Describe how the proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses. Compare the value of the subject property and nearby properties under the current zoning to their potential value under the proposed zoning.

INLINE WITH CITY'S PROPOSED USE

(f) Describe how the subject property cannot be reasonably used for any of the uses currently permitted under its current zoning classification. (Physical and market conditions may be considered.)

EXISTING USE FOR PREVIOUS 23 YEARS

(g) Does the property have appropriate public facilities, such as sewer, water and roads, and other required services?

YES

(h) Describe how the proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.

CONFORMS TO SURROUNDING  
EXISTING & PLANNED ZONING

(i) Describe how the proposed rezoning conforms to the intent and purpose of this chapter.

(j) The potential benefits and detriments of the proposed zoning change to the public health, safety and welfare;

NO DETRIMENTS

(k) The extent to which the proposed amendment is in compliance with and/or deviates from the adopted comprehensive plan;

~~FULL COMPLIANCE~~

(l) The suitability of the property in question for the uses permitted under the proposed zoning;

EXISTING & HISTORICAL USE



PLANNING AND ZONING COMMISSION  
PETITION FOR MAP AMENDMENT

(1) The proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.

Yes    No   Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) The proposed rezoning conforms to the intent and purpose of Chapter 150 of the City of Wilmington's Code of Ordinances.

Yes    No   Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) The proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses.

Yes    No   Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Adequate public facilities and services exist or can be provided.

Yes    No   Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Required Public Notices**

Unless otherwise confirmed below by acknowledgment of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:

- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.

**Only if Petitioner chooses to complete written notices.** As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X \_\_\_\_\_  
Applicant's Signature

STATE OF ILLINOIS	)
	) SS.
COUNTY OF WILL	)
The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.	
<p>X <u>Rana Kaur</u> OWNER or APPLICANT'S SIGNATURE</p>	<p>NOTARY PUBLIC: Sign: <u>Jolynn J. Ziller</u></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>JOLYNN J. ZILLER OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires <u>NOV 26, 2023</u></p> </div>
<p>SUBSCRIBED AND SWORN to before me this <u>26</u> day of <u>June</u>, 2023, and who has provided the proper identification and who did take an oath.</p>	



**Variance Application Supplement**

Consolidated Pipe & Supply Co., Inc. 09/12/2023  
Applicant's Name Date  
23920 Stripmine Rd, Wilmington, IL 60481  
Address (City, State, Zip)  
Gravel Parking Lot / existing side fence 6' height  
Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.12 of the Wilmington Code of Ordinances provides that for a requested Variance, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

<p>(a) Describe the reason for the request</p> <p>Retain existing lot and parking of gravel/stone in lieu of pavement/concrete.</p> <p>Roadside fence height meets min 8' requirement, however existing side and rear fence height is 6'.</p>
<p>(b) Describe the proposed use</p> <p>Existing and continued use of warehousing and distribution of wholesale Pipe, Valves and Fittings (PVF).</p>
<p>(c) How will the proposed variance impact existing and future land use?</p> <p>No impact, as existing use and future use will remain the same.</p>

<p>(d) How will the proposed variance impact adjacent property values?          No impact</p>
<p>(e) Will the variance negatively impact the general public health, safety, and welfare:  <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No          Explanation:</p>
<p>(f) Will the variance conflict with existing conditions or public improvements such as schools, sewer/water systems, parks, roads, traffic patterns, etc.:  <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No          Explanation:</p>
<p>(g) Describe reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship          Existing use in county jurisdiction. Financial expenditures required for installation and maintenance of hard surface lot &amp; parking adequate enough for heavy truck traffic, as well as replacing side and rear fence of 6' to meet 8' requirement.</p>
<p>(h) Describe how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;          Financial expenditures required for installation and maintenance in lieu of continued gravel use would exceed our expenditures to remain profitable at the current location.</p>
<p>(i) Describe how the plight of the owner is due to unique circumstances;          The additional expenses required would not increase our business or make our business more efficient in any way. If required, we would have to remain in county jurisdiction to maintain profitable.</p>
<p>(j) Describe how the variation, if granted, will not alter the essential character of the locality.          There will be no impact as the property will continue as it's existing use and appearance.</p>



PLANNING AND ZONING COMMISSION  
PETITION FOR VARIANCE

(1) Strict enforcement of the code would involve practical difficulties or impose exceptional hardship;

Yes  No Explanation: \_\_\_\_\_

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(2) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;

Yes  No Explanation: \_\_\_\_\_

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(3) The plight of the owner is due to unique circumstances;

Yes  No Explanation: \_\_\_\_\_

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(4) The variation, if granted, will not alter the essential character of the locality. Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the PZC, a variation is permitted because the evidence sustained the existence of each of the above four conditions.

Yes  No Explanation: \_\_\_\_\_

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**ORDINANCE NO. 23-12-19-01**

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, APPROVING AN ANNEXATION AGREEMENT BETWEEN THE CITY OF WILMINGTON AND CONSOLIDATED PIPE & SUPPLY COMPANY, INC., APPROVING A MAP AMENDMENT TO BE ZONED AS I2-LIGHT INDUSTRIAL DISTRICT, AND APPROVING A VARIANCE FOR APPROXIMATELY 4.76 ACRES TO THE CORPORATE LIMITS OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS (23920 STRIPMINE ROAD, WILMINGTON, IL 60481 AFFECTED PIN NO: 03-17-27-300-022-0000)**

**WHEREAS**, a written petition, signed by Consolidated Pipe & Supply Company, Inc. (hereinafter “Owner”), the legal fee title owners of record of land within the territory legally described in Exhibit A to Exhibit 1 and portrayed in the Plat of Annexation in Exhibit B to Exhibit 1 (hereinafter described as “Subject Property”), was been filed with the City Clerk and is requesting that the Subject Property be annexed to the City of Wilmington and requesting that the Annexing Property be designated as I2-Light Industrial District with a variance from Section 150.111 of the City of Wilmington Code of Ordinances (hereinafter the “Code”) to allow crushed stone or gravel surfaces in all yards ;

**WHEREAS**, the Owner is ready, willing, and able to enter into the Annexation Agreement attached hereto as Exhibit 1 (hereinafter referred to as the “Agreement”) and to perform the obligations as required hereunder; and

**WHEREAS**, there are no electors residing in Subject Property; and

**WHEREAS**, the said Subject Property is territory not located within the corporate limits of any municipality, but is contiguous to the City of Wilmington; and

**WHEREAS**, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,



**WHEREAS**, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Will County; and,

**WHEREAS**, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) for the execution of the annexation agreement have been fully complied with; and

**WHEREAS**, Owner and the City of Wilmington entered into a valid and binding Annexation Agreement attached hereto as Exhibit 1; and

**WHEREAS**, all petitions, documents and other necessary legal requirements are in compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

**WHEREAS**, pursuant to notice required by law, the City of Wilmington Planning and Zoning Commission held a public hearing on the annexation agreement, map amendment, and variance, made findings of fact as required by law, and recommend City Council to approve such agreement, map amendment, and variance; and

**WHEREAS**, pursuant to notice required by law, the City of Wilmington Clerk mailed certain notices 10 days prior to a hearing on the annexation agreement held by the City of Wilmington City Council, and City Council then held such public hearing; and

**WHEREAS**, City Council finds that the requisite findings of fact are satisfied and that it is in the best interest of the City of Wilmington to annex the Subject Property to the City of Wilmington, approve a map amendment to Subject Property to be zoned as an I2-Light Industrial District, and approve a variance pursuant to the terms in substantially the same form as stated in the Annexation Agreement attached hereto and as set forth in this Ordinance.

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

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. ANNEXATION**

The territory described in Exhibit A to Exhibit 1 and portrayed in Exhibit B to Exhibit 1 attached hereto and incorporated herein together with adjacent road rights of way is hereby annexed to the City of Wilmington, an Illinois Municipal Corporation, Will County, Illinois. An accurate plat of annexation of the territory is attached hereto in Exhibit B to Exhibit 1.

**SECTION 3: ANNEXTION AGREEMENT**

The Annexation Agreement in substantially the form of Exhibit 1 is hereby approved, and the Mayor and Deputy City Clerk are hereby authorized and directed to execute the Annexation Agreement on behalf of the City.

**SECTION 4: MAP AMENDMENT TO B-3 GENERAL COMMERCIAL DISTRICT AND VARIANCE**

That the requested map amendment to the territory described as Subject Property in Exhibit A to Exhibit 1 and portrayed in Exhibit B to Exhibit 1 is hereby granted as provided in the Annexation Agreement, subject to the following conditions:

1. Subject Property, as described in Exhibit A to Exhibit 1, is hereby designated as a I2-Light Industrial District, as presently defined in the Wilmington Code of Ordinances with a copy of such regulations attached hereto and incorporated hereto as Exhibit C to Exhibit 1, and is hereby granted a variance from Section 150.111 to allow crushed stone or gravel surfaces in all yards.

2. Except as provided in Annexation Agreement (“the Agreement”) attached hereto as Exhibit 1 or this Ordinance, the Petitioner shall fully comply with all other I2-Light Industrial Districts regulations and other applicable City Ordinances.

**SECTION 5: ANNEXATION TO BE RECORDED AND FILED**

The City Clerk shall record with the Office of the Will County Recorder of Deeds and file with the Will County Clerk a certified copy of this Ordinance together with exhibits showing an accurate map of the territory annexed within the time required by law.

**SECTION 6: CLERK TO NOTIFY ENTITIES**

Within thirty (30) days after this Ordinance is passed, the City Clerk shall notify in writing by certified mail the Will County election authorities and the post office branch serving the territory.

**SECTION 7: OWNER TO RECORD WITH THE WILL COUNTY RECORDER**

The Owner shall hereafter record this Ordinance including the Annexation Agreement, Plat of Annexation, and related agreements and documents in the Office of the Will County Recorder.

**SECTION 8: SEVERABILITY**

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

**SECTION 9: REPEALER**

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

**SECTION 10: EFFECTIVE DATE**

This Ordinance shall be in full force and effect thirty (30) days from and after its passage, approval and publication as provided by law.

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023

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

Attest:

\_\_\_\_\_  
Deputy City Clerk

**ANNEXATION AGREEMENT**  
**BETWEEN THE CITY OF WILMINGTON**  
**AND CONSOLIDATED PIPE & SUPPLY COMPANY, INC.**

This Annexation Agreement (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Wilmington, an Illinois municipal corporation located in Will and Grundy Counties, Illinois (the "CITY"), and Consolidated Pipe & Supply Company, Inc. (the "OWNER").

WITNESSETH

WHEREAS, the Owner represents that it is the sole record fee title owner of certain property free of liens, mortgages or encumbrances consisting of approximately 4.76 acres of land commonly and legally described in Exhibit A attached hereto and portrayed in the Plat of Annexation attached as Exhibit B which by reference both are incorporated in this Agreement (hereinafter referred to as "Subject Property");

WHEREAS, the Subject Property is contiguous to the City and not within the existing territorial limits of any municipality and constitutes territory which may be annexed to the City as provided by Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et. seq.);

WHEREAS, Owner desires to have the Subject Property annexed to the City upon certain terms and conditions as hereinafter set forth; and

WHEREAS, Subject Property is already improved with a warehouse and offices, and an outside laydown yard;

WHEREAS, subject to the Owner and City entering into an annexation agreement, the Owner submitted a Petition to Annex the Subject Property into the City of Wilmington and for a map amendment for the Subject Property to be a I-2 Light Industrial District zoning classification under the City's Zoning Ordinance Section 150.64 and a variance from Section 150.111 to allow crushed stone or gravel surfaces in all yards pursuant to the terms and conditions as hereinafter set forth;

WHEREAS, after Publication and Notice as required by law, the City Planning and Zoning Commission conducted a Public Hearing on the Owner's requested zoning and a variance for the Subject Property. After making required Findings of Fact, the City Planning and Zoning Commission has recommended that the Subject Property be re-zoned to I-2 Light Industrial District under the City Zoning Ordinance, a copy of which is attached hereto as Exhibit C and by reference incorporated, with the requested variance;

WHEREAS, the OWNER has executed or will execute all petitions and other documents that are necessary or convenient to accomplish the annexation, map amendment, and conditional use for the Subject Property;

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et. seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et. seq.*), an Annexation Agreement in substance and in form substantially the same as this Agreement was submitted to the Corporate Authorities and upon publication and notice required by law a public hearing was held regarding this Agreement by the City's corporate authorities on December 19, 2023;

WHEREAS, the Corporate Authorities have received and considered the recommendations of the Planning and Zoning Commission for the rezoning and variance for the Subject Property accordingly to the terms of this Agreement;

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that annexing the Subject Property into the City, according to the terms and conditions set forth in this Agreement, will further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City and otherwise enhance and promote the general welfare of the City; and

WHEREAS, the Corporate Authorities of the City, after due deliberation, have, by Ordinance, duly passed and approved entering into of this Annexation Agreement, approved annexing the Subject Property, approved the map amendment to zone the Subject Property as a I-2 Light Industrial Zoning District under the City's Zoning Ordinance, and approve a I-2 Light Industrial District zoning classification under the City's Zoning Ordinance Section 150.64 and a variance from 150.111 to allow crushed stone or gravel surfaces in all yards as provided in this Agreement, and directed the Mayor and Clerk of the CITY to execute this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

Section 1: Incorporation of Preamble and Recitals

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

Section 2: Annexation

- 2.1 Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 *et. seq.* and Section 7-1-1 *et. seq.* of the Illinois Municipal Code.
- 2.2 Annexation Petition. Owner has filed with the Deputy City Clerk a proper Petition for Annexation (the "Petition") to annex the Property (along with adjacent rights-of-way) to the City pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, contingent, however, upon (i) the execution of this Agreement and compliance with the terms contained herein.
- 2.3 Enactment of Annexation Ordinance. The Corporate Authorities shall enact an Ordinance (the "Annexation Ordinance") annexing the Subject Property (along with adjacent rights-

of-way) to the City within thirty (30) days of the execution of this Annexation Agreement. Prior to such annexation, the Owner shall provide to the City a Plat of Annexation. Certified copies of the Annexation Ordinance, along with copies of the Plat of Annexation, shall be promptly recorded by the City with the Will County Recorder's Office and filed with the Clerk of Will County after their passage and approval.

### Section 3: Zoning

- 3.1 Concurrently with the enactment of the Annexation Ordinance, the Corporate Authorities shall, adopt an Ordinance granting a map amendment to Subject Property to a I-2 Light Industrial District zoning classification under the City's Zoning Ordinance Section 150.64 and a variance from Section 150.111 to allow crushed stone or gravel surfaces in all yards (the "Zoning Ordinance"), and all other necessary zoning approvals (collectively referred to as the "Zoning Ordinances").
- 3.2 Except as provided in this Agreement, Owner shall fully comply with all other I-2 Light Industrial Zoning District regulations and other applicable City Ordinances.

### Section 4: Utility Connections and Waiver of Certain Fees

After entering into this Agreement, the City agrees to extend water and/or sanitary sewer extension lines from the City's water and/or sanitary sewer mains, when it is convenient for the City to do so, to service Subject Property. Once the City extends its water and/or sanitary sewer lines to the right of way adjacent Subject Property, the Owner shall then be responsible for installing and connecting to the City's water and/or sanitary sewer lines to service Subject Property. All water and sewer distribution system appurtenances shall be installed in accordance with the City's ordinances and design standards in force at the time of construction. Liability and Risk Insurance. Prior to commencement of any Public Improvements the Owner (or the Owner's contractor) shall procure and deliver to the City, at the Owner's (or such contractor's) cost and expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, if applicable and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million Dollars (\$2,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable by the City to protect the City and Owner against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall, except the Worker's Compensation, name the City together with its officials, officers, agents, consultants, and employees a primary, non-contributory additional insureds and shall contain an affirmative statement by the insurer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy. All policies shall be written on an occurrence basis. This insurance requirement shall terminate when the Public Redevelopment Projects have been completed by the Owner and accepted by the City.

## Section 5: Development Provisions

- 5.1 Continuation of Current Uses. Notwithstanding any other provisions of the City of Wilmington Code of Ordinances or this Agreement, the current use of all or any part of the Subject Property may continue on during the life of this Agreement and thereafter as permitted by law.
- 5.2 Ordinance and Building Code Amendments. Unless specifically set forth in this Agreement or the Zoning Ordinance, the Property shall be developed, constructed and maintained in conformance with the ordinances of the City as from time to time adopted or amended.
- 5.3 Professional Service Fees. Owner agrees to reimburse the City for all professional fees, including but not limited to attorney's fees, engineering fees, consultant fees, and any other actual costs incurred to prepare the agreements, plans, and development related preparation of this Project.
- 5.4 Landscaping. All landscaping and fencing, if any, on the Project will be completed prior to issuance of an occupancy permit. The Landscaping shall comply with a Landscape Plan that shall be provided to and approved by the City prior to completion.
- 5.5 City Utility Easement. Owner agrees to grant the City an easement as set forth in Exhibit D.

## Section 6: Indemnification.

To the extent permitted by law, the Owner, for itself, its successors and assigns (use of the term "Owner" herein includes successor and assigns), agrees to indemnify, defend and hold the City, together with its past, present and future officials, officers, agents, consultants, and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation reasonable attorneys' fees and court costs) suffered or incurred by the City which are caused as a direct result of (i) the Owner's failure to substantially comply with any of the terms, covenants or conditions of this Agreement or (ii) any claim or cause of action for injury or damage brought by a third party arising out of the construction or operation of the Project by the Owner or (iii) any Third Party challenge to this Agreement or any action taken by the City as a result of this Agreement. The provisions of this Section shall not apply to a loss which arises out of the negligent action or intentional misconduct on the part of the City. Notwithstanding the foregoing, in no event shall Owner be liable for any punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits, and the City agrees not to make any claim or demand for such damages and/or lost profits against Owner.



#### Section 7: Attorney's Fees and Costs

If the City seeks court enforcement for any provision of this Agreement, the Owner shall be liable to the City for court costs, fees, and expenses including but not limited to administrative costs, court filing fees, attorney's fees, and expert witness costs.

#### Section 8: Application of Ordinances

Except as provided in this Agreement, all ordinances of the City as amended and supplemented from time to time, insofar as they apply to the Subject Property, shall be in effect and enforceable during the effective term of this agreement; provided that the same are applied in a uniform manner throughout the City.

If in interpreting this Agreement or considering matters affecting the Subject Property, a conflict arises or exists between City ordinances or regulations and this Agreement, this Agreement shall control. Such conflicting ordinances or regulations of the City shall, insofar as it conflicts with this Agreement and applies to the uses and operations of the Property which are provided for in this Agreement, or limits the rights granted to Owner or increases the obligations of Owner over those contained in this Agreement, be deemed of no force and effect. The parties intend that Owner shall comply with those ordinances of the City which do not directly conflict with this Agreement. In the event any action is brought to enforce any term, condition or provision of this Agreement, the prevailing party shall be paid its reasonable legal fees and expenses and court costs by the other party as awarded by the Court.

#### Section 9: Default.

In the event any party defaults in its performance of its obligations as set forth in this Agreement, then the non-defaulting party shall give written notice to the defaulting party setting forth the alleged default in detail. The defaulting party shall have 60 days thereafter to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following expiration of said 60 day period, the non-defaulting party may seek to enforce this Agreement in any Court of competent jurisdiction in Will County Illinois by an appropriate action at law or in equity.

#### Section 10: Cooperation

The parties will cooperate to effectuate the terms and conditions of this Agreement.

#### Section 11: Counter Parts

This agreement may be executed in a number of identical counter parts. If so, each of the counter parts shall, collectively, constitute the Agreement.

Section 12: Non-Merger

The agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or extinguished by the annexation of the Subject Property or any part thereof.

Section 13: Amendment to Agreement.

This Agreement and any exhibits attached hereto may be amended only by mutual consent of the parties, by adoption of an ordinance or resolution of the City approving said amendment, and the execution of said amendment by the parties and their successors in interest.

Section 14: Corporate Authorities

The individuals who are members of the group constituting the corporate authorities of the City are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacity.

Section 15: Binding Effect, Term and Recording

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record and their assigns as to that portion of the Subject Property they own, and upon any successor corporate authorities of the City, upon any successor municipalities for a period of twenty (20) years from the date of execution hereof. This agreement shall be recorded with the Will County Recorder's Offices.

Section 16: Enforceability

This Agreement shall be enforceable in any the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois by either party by appropriate action at law or in equity.

Section 17: Severability

If any provision of this Agreement is held invalid, such provision shall be deemed to be excised here from the invalidity thereof and shall not affect any of the other provisions contained herein.

Section 18: Notice

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses or at such other addresses as the Parties may, by notice, designated;

If to City:

City of Wilmington  
Attn: City Administrator  
1165 South Water Street  
Wilmington, IL 60481

with a copy to:

Mahoney, Silverman & Cross, LLC  
Bryan Wellner  
822 Infantry Drive, Suite 100  
Joliet, IL 60435

If to Owner:

with a copy to:

[SIGNATURE PAGES TO FOLLOW]

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

CITY:

CITY OF WILMINGTON,

BY: \_\_\_\_\_  
Ben Dietz, Mayor

ATTEST: \_\_\_\_\_  
Deputy City Clerk

Signed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

OWNER:

CONSOLIDATED PIPE & SUPPLY COMPANY, INC.,

By: \_\_\_\_\_

Name:

And

Signed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

By: \_\_\_\_\_

Name:

**EXHIBIT A**

**“Subject Property”**

**COMMON DESCRIPTION**

23920 Stripmine Road, Wilmington, IL 60481

**PARCEL IDENTIFICATION NUMBERS**

03-17-27-300-022-0000

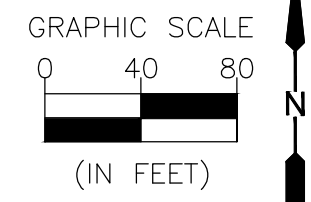
**LEGAL DESCRIPTION**

THE SOUTH 8 ACRES OF THE SOUTH 3/4 OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, EXCEPTING THE WEST 277.00 FEET THEREOF.

**EXHIBIT B**

**PLAT OF ANNEXATION**

CHAMLIN & ASSOCIATES, INC. © 2021  
 Drawing Name: H:\A\JOB\444011-10 WILMINGTON CONSOLIDATED PIPE ANNEX & EASEMENT\CAD\ANNEX-23920 STRIPMINE ROAD.dwg Last Modified: Oct 19, 2023 - 4:06pm Plotted on: Oct 19, 2023 - 4:07pm by nickt



**LEGEND**

- AREA WITHIN EXISTING CITY CORPORATE LIMITS
- PROPERTY TO BE ANNEXED
- SECTION LINE
- EXISTING RIGHT-OF-WAY

**LEGAL DESCRIPTION**

THE SOUTH 8 ACRES OF THE SOUTH 3/4 OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, EXCEPTING THE WEST 277.00 FEET THEREOF AND ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF STRIPMINE ROAD.

P.I.N. 03-17-27-300-022

COMMONLY KNOWN AS: 23920 STRIPMINE ROAD, WILMINGTON, IL 60481

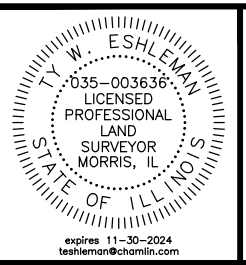
I, TY W. ESHLEMAN, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION

*Ty Eshleman*

IL. PLS NO. 035-003636 DATE 10-17-23  
 LICENSE EXPIRES 11/30/2024

REVISIONS		
<b>CONSOLIDATED PIPE &amp; SUPPLY</b>		
<b>PART OF THE S.W. 1/4 OF SEC. 27-33-9, 3RD P.M.</b>		
<b>CITY OF WILMINGTON, WILL COUNTY, ILLINOIS</b>		
DRAWN BY: NET	SURVEYED BY:	SHEET NUMBER:
SCALE: AS NOTED	DATE: 10/19/23	1 OF 1
<b>ANNEXATION PLAT</b>		FILE NUMBER: <b>14917</b>
		JOB NUMBER: 44011-10

Professional Design Firm  
 License No. 184-001717



## EXHIBIT C

### **150.64 I-2 Light Industrial District.**

- (A) Purpose and intent. The I-2 Light Industrial District is intended to allow industrial uses that are conducted in such a manner so as to not be detrimental to the rest of the community by reason of noise, vibration, smoke, dust, toxic or noxious materials, odor, fire, explosive hazards, glare or heat.
- (B) Permitted land uses and developments. No land shall be used or occupied and no building, structure or premises shall be erected, altered, enlarged, occupied, or used, except as otherwise provided in this, for other than one or more of the following uses:
  - (1) Accessory uses;
  - (2) Airports, heliports and landing strips;
  - (3) Any use whose primary function is the light manufacturing, fabricating, assembly, disassembly, processing or treatment of goods and products, including but not limited to:
    - (a) Appliances,
    - (b) Bottling companies,
    - (c) Books, printed materials,
    - (d) Clothing and textiles,
    - (e) Drugs,
    - (f) Electrical components,
    - (g) Food processing, food manufacture, bakeries,
    - (h) Furniture, bedding, and carpet manufacture,
    - (i) Glass and ceramics,
    - (j) Paper and paper products,
    - (k) Plastic and fiberglass,
    - (l) Sheet metal,
    - (m) Tools,
    - (n) Wood assembly and finishing;
  - (4) Automobile, truck and recreational vehicle sales, rental and service;
  - (5) Banks and financial institutions;
  - (6) Building material sales and storage;
  - (7) Business, professional and technical training schools;
  - (8) Cartage and express facilities;
  - (9) Farm equipment sales and service;
  - (10) Golf courses and other open space recreational uses;
  - (11) Lumber yards;
  - (12) Machine shops;
  - (13) Motor and rail freight terminals;



- (14) Offices (business, professional, governmental, or medical);
  - (15) Outdoor storage, as a principal use, except junkyards, salvage yards, and wrecked vehicle storage yards;
  - (16) Parking lots and garages, as a principal use;
  - (17) Pilot plants in which processes planned for use in production elsewhere can be treated to the extent reasonably necessary for full investigation of the merits of a product or process including commercial viability;
  - (18) Printing and publishing establishments, newspapers, duplicating services;
  - (19) Research laboratories and facilities;
  - (20) Self-service storage facilities;
  - (21) Showrooms and retail outlets;
  - (22) Tire stores, sales and service;
  - (23) Union halls, hiring halls, and trade associations;
  - (24) Warehouses, storage, and distribution facilities;
  - (25) Welding;
  - (26) Woodworking.
- (C) Conditional uses. The following uses shall be permitted only if specifically authorized by the city council:
- (1) Banks and financial institutions including drive-through facilities;
  - (2) Buildings whose height exceeds the maximum building height in the I-2 District (see Density and Dimensional Regulations below);
  - (3) Car washes;
  - (4) Gas stations;
  - (5) Junkyards, salvage yards and automobile graveyards;
  - (6) Planned unit developments;
  - (7) Public utility and governmental service uses on lots having areas, widths, yards and other conditions as approved by the city council. Including, but not limited to:
    - (a) Electrical substations and booster stations,
    - (b) Filtration plant, pumping station, well and water reservoir,
    - (c) Sewage treatment plant,
    - (d) Telephone exchange and microwave relay tower,
    - (e) Other government and utility uses;
  - (8) Railroad yard, including switching, storage, loading, unloading and maintenance facilities, except those considered accessory to a permitted use, which shall be considered as a permitted use;
  - (9) Recreational and social facilities, including health clubs, lodges and fraternal organizations;
  - (10) Recycling centers;
  - (11) Restaurants;
  - (12) Sanitary landfills, solid waste transfer stations, composting, energy reclamation facilities, incinerators, and similar uses, but excluding hazardous or radioactive waste disposal;

- (13) Residences, contained entirely within the primary building and exclusively for the use of proprietors, owners and employees.
  - (14) Compounding, processing and storage of flammable liquids, gases and chemicals.
  - (D) Bulk and density requirements.
    - (1) Minimum lot area. No minimum lot area is established in this district. However, lot dimensions shall be sufficient to meet the remaining density and dimensional regulations.
    - (2) Minimum lot width. A minimum lot width of 100 feet shall be provided for each lot used for a permitted or conditional use.
    - (3) Building setback requirements.
      - (a) Front yard. No principal building shall be allowed within 50 feet of any lot line or street right-of-way line.
      - (b) Side yard. No principal building shall be allowed within 10 feet of any side lot line.
      - (c) Rear yard. No principal building shall be allowed within 10 feet of any rear lot line.
      - (d) Exception. Building setback requirements described above for side and rear yards adjacent to a railroad or a railroad siding shall not be applicable.
      - (e) Adjacency to a residential district. Where a side yard or rear yard in this district abuts a residential zoning district, no principal building shall be allowed within 50 feet of the residential lot line.
    - (4) Maximum site coverage. Site coverage shall not exceed 60%.
    - (5) Building height limitations. No building shall exceed four stories or 45 feet in height. This height may be increased to a maximum of 100 feet by a conditional use permit, as long as all yard setbacks are increased by a ratio of one foot for each two feet, or portion thereof, of increased building height over 45 feet, provided that no front yard setback exceed 150 feet and no side or rear yard exceed 75 feet.
  - (E) Outdoor storage.
    - (1) All outdoor storage, whether a principal or accessory use of the property, shall be screened from public view by placing a solid, sight proof fence not less than eight feet in height around the storage area.
  - (F) Special provisions. The following list references the appropriate sections of this chapter which specify the other regulations governing development in this district:
    - (1) Section 150.110 et seq. (Off-Street Parking and Loading).
    - (2) Section 150.120 et seq. (Signs).
- (Ord. 1324, passed 1-4-00; Am. Ord. 1403, passed 1-15-02; Am. Ord. 1448, passed 10-15-02)
-

**EXHIBIT D**

**PERMANENT UTILITY EASEMENT**

Consolidated Pipe & Supply Company., Inc. of 23920 Stripmine Road, Wilmington, IL 60481, (Grantor), for and in consideration of Ten Dollars and 00/100 Dollars (\$10.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Wilmington, an Illinois municipal corporation, its successors and assigns (Grantee), the perpetual right, privilege, and authority to construct, reconstruct, repair, inspect, maintain, or operate Village water distribution, sanitary sewer distribution, storm water, surface drainage, and related systems together with any necessary vaults, connections, other structures and appurtenances as may be deemed necessary by the Grantee on all areas over, upon, along, under, in, on, across, and through the Easement Area legally described as in the attached Exhibit 1 and depicted in Exhibit 2 (“Easement Area”) incorporated herein by reference, together with the right of access the property necessary for laborers and equipment to do any of the above work. And the right is also granted to cut, trim, or remove any trees, shrubs, or other plants on the easement that interfere with purpose of this Easement.

No permanent building, driveways, public streets, roads, alleys, walks, parkway, drainage, gardens, shrubs, landscaping, planting, parking areas, and other purposes shall be placed on said Easement Area that now or may later interfere with aforesaid uses and easement rights any more than do the prescribed or allowed uses stated within this paragraph. Grantee shall, after any excavation, construction or work within the Easement Area, replace, fill, level, and restore the surface of the ground to its existing condition at any time in the future that said surface is disturbed by grantee in the course of maintaining and operating said main. Where an easement is used both for the purposes under this Easement and other utilities, the other utility installation shall be subject to the prior approval of the Grantee as to design and location, and all installations are subject to the ordinances of the City of Wilmington.

In the event any owner or subsequent owner fails to properly maintain this easement, the Grantee reserves the right to perform, or have performed on its behalf, any maintenance work to or upon the Easement Area. In the event the Grantee shall be required to perform, or have performed, the Grantor shall be responsible for the cost of any maintenance work to or upon the easement, the reasonable cost of said maintenance work, and may constitute a lien against the property or which the easement is located, but only after thirty (30) days written notice to the owner of record delivered via certified mail and the owner of record defaults on payment. The



**EXHIBIT 1**

**EASEMENT AREA**

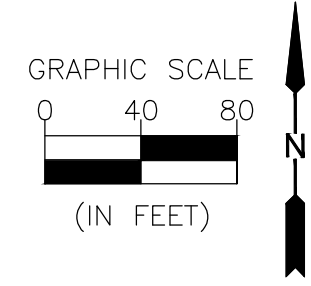
**Affected PIN: 03-17-27-300-022-0000**

**Legal Description:**

THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED PARCEL:  
THE SOUTH 8 ACRES OF THE SOUTH 3/4 OF THE WEST HALF OF THE WEST HALF  
OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 9 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, EXCEPTING THE  
WEST 277.00 FEET THEREOF.

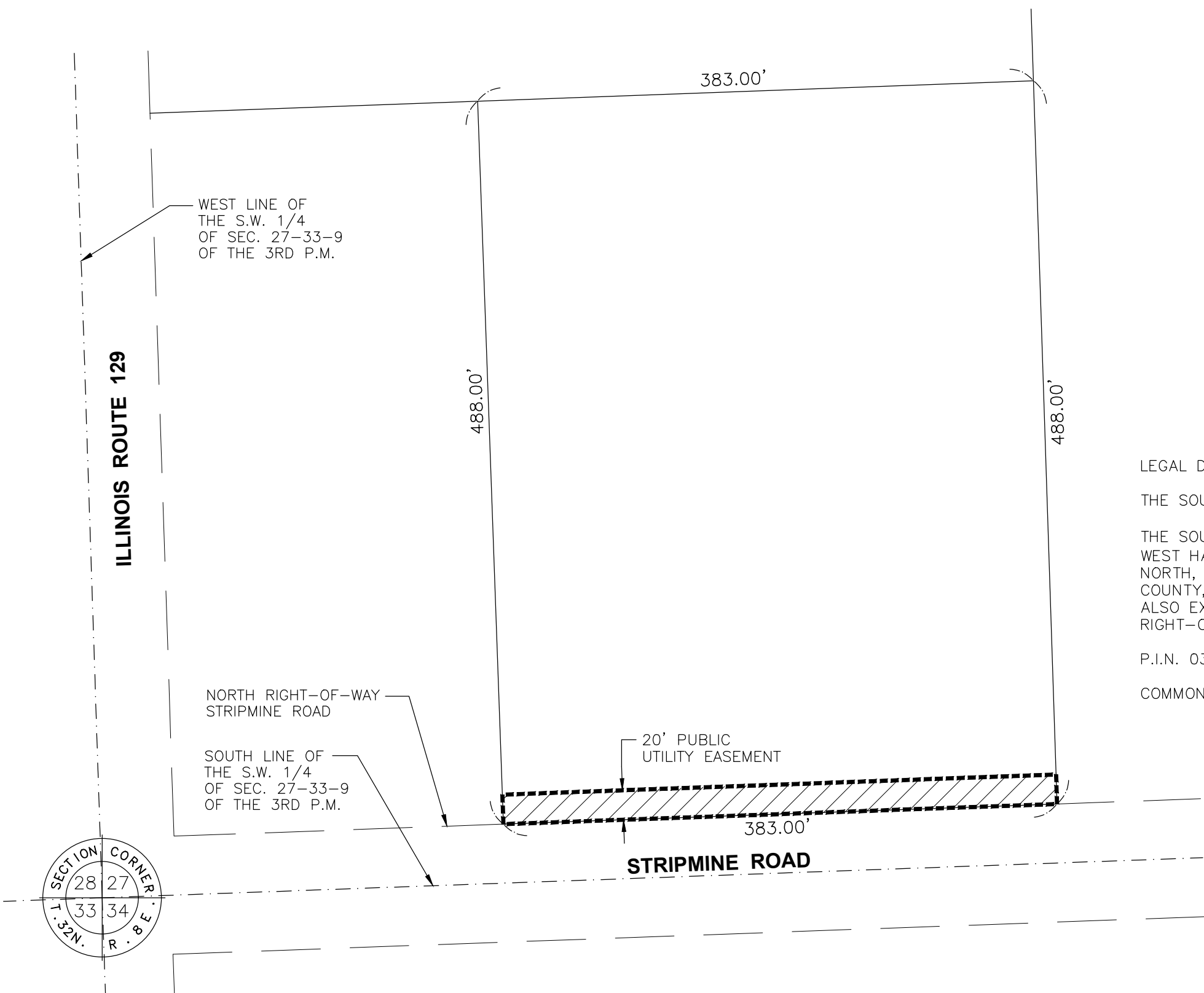
**EXHIBIT 2**  
“Easement Plat”

CHAMLIN & ASSOCIATES, INC. © 2021  
 Drawing Name: H:\JOB\444011-10 WILMINGTON CONSOLIDATED PIPE ANNEX & EASEMENT\CAD\ANNEX-23920 STRIPMINE ROAD.dwg Last Modified: Oct 19, 2023 - 4:06pm Plotted on: Oct 19, 2023 - 4:07pm by nickt



**LEGEND**

	PROPOSED EASEMENT
	SECTION LINE
	EXISTING RIGHT-OF-WAY
	EXISTING LOT LINE



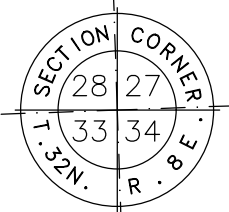
**LEGAL DESCRIPTION**

THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED PARCEL:

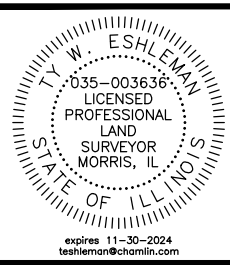
THE SOUTH 8 ACRES OF THE SOUTH 3/4 OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, EXCEPTING THE WEST 277.00 FEET THEREOF AND ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF STRIPMINE ROAD.

P.I.N. 03-17-27-300-022

COMMONLY KNOWN AS: 23920 STRIPMINE ROAD, WILMINGTON, IL 60481



Professional Design Firm  
 License No. 184-001717



REVISIONS

<b>CONSOLIDATED PIPE &amp; SUPPLY</b>		
<b>PART OF THE S.W. 1/4 OF SEC. 27-33-9, 3RD P.M.</b>		
<b>CITY OF WILMINGTON, WILL COUNTY, ILLINOIS</b>		
DRAWN BY: NET	SURVEYED BY:	SHEET NUMBER:
SCALE: AS NOTED	DATE: 10/19/23	1 OF 1
<b>EASEMENT PLAT</b>		FILE NUMBER: <b>14918</b>
		JOB NUMBER: 44011-10

**Chamlin and Assoc., Inc.**

# City of Wilmington Planning and Zoning Staff Report

**SUBJECT:** Petition by Wilmington Fire Protection District for a New Firehouse in R-1 Zoning District with Variances and Conditional Use Request

**AGENDA ITEM:** 5

**MEETING DATE:** December 7, 2023

**TO:** Honorable Members of the City of Wilmington Planning and Zoning Commission

**FROM:** Jeannine Smith, City Administrator

**ACTION REQUESTED:**

The Wilmington Fire Protection District (Petitioner) approached the City with a land use petition to construct a new building for the Wilmington Fire Protection District with variances and a conditional use. The proposed site which is currently vacant property will be the new home for the Fire Station #1 building (PIN 03-17-25-341-001) (see map on following page).

**BACKGROUND:**

The Wilmington Fire Protection District purchased the city block bounded by Kankakee, VanBuren, Jackson, and Joliet Streets in 2013 for the purpose of building its district headquarters. Their existing facility is located 2 blocks north and 1 block west.

Petitioner is requesting variances consisting of:

1. Minimum Lot Size: 5.0 Acres required - 1.696 Acres proposed
2. Minimum Lot Width: 300' required - +/- 280' proposed
3. No Parking In Front Yard
4. Driveway shall not be more than 40% of front yard - 53% proposed
5. Minimum Setback, Rear of Building: 25' required – 10' proposed at trash enclosure
6. Minimum 8' Height Fence Screening between Non-Residential and Residential
7. Minimum 6' Height Ornamental Vegetation Screening:
  - a. N. Kankakee Street - proposed with no sidewalk. Vegetation screening provided but not 6' in height and not along entire setback where site plan allows
  - b. With sidewalk In-place on all (4) sides of street. Vegetation screening provided but not 6' in height and not along entire setback@ Kankakee Street and @ Jackson Street, site plan does not have the green space to allow 6'- ornamental vegetation.

Petitioner is requesting a conditional use for a New Fire Station under Article 5, Chapter 150.51, R-1 Residential District allowing the use of the property for government services.

Petitioner has properly noticed the public in the Free Press Advocate on Wednesday, November 22, 2023.



**PETITIONER’S NARRATIVE:**

The Petitioner is proposing a new building construction for the Wilmington Fire Protection District. The proposed site which is currently vacant property will be the new home for the Fire Station #1 building, with the required number of parking for its everyday use, and new landscape minimum required by zoning. The lot is currently vacant and of no use for the public. The surrounding community will benefit from having a fire station nearby for safety with updated facilities to serve its residents. The new construction will also improve the current state of the property, with a new landscape minimum as required by zoning, and maintained throughout the use of the property.

**DISCUSSION:**

Picture of area slated for development and adjacent uses:



Properties abutting the proposed development consist of the following zoning districts (see zoning map):

- North            R1 – Single Family Residential
- South            R2 – Single Family Residential
- West             R2 - Single Family Residential
- North East      B2A – Central Business District
- South East      R2 – Single Family Residential

**FINDINGS OF FACT:**

The Planning and Zoning Commission (PZC) shall make recommendation and provide findings of fact to the city council.

**Standards for variances**

The PZC shall make findings and recommendations that adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgement of the PZC, a variation is permitted because the evidence sustained the existence of each of the four conditions as follows:

- (a) Reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship;
- (b) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;
- (c) The plight of the owner is due to unique circumstances;
- (d) The variation, if granted, will not alter the essential character of the locality.

Standards for conditional uses

The city council, based upon recommendation from the PZC, shall make findings based upon the evidence presented to it in each specific case that:

1. The establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the public health, safety, and general welfare; and
2. The conditional use will not be injurious to the use and enjoyment of other property in the immediate area for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and
3. The establishment of the conditional use will not impede the normal and orderly development and improvement of the adjacent property for uses permitted in the district.

**STAFF RECOMMENDATION:**

**Staff is supportive of this petitioner's request and respectfully proposes the Planning and Zoning Commission make a positive recommendation to the City Council conditioned on sidewalks being required in each yard fronting all street sides of development.**



# Planning and Zoning Application Form

### Application Request(s)

Check all that apply.

- Annexation
- Preliminary Plat
- Final Plat
- Concept Site Plan
- Final Site Plan
- Variance
- Map Amendment
- Text Amendment
- Conditional Use Permit
- PUD-Special Use Permit

The undersigned applicant(s) request(s) the corporate authorities of the City of Wilmington to approve the following application for the above checked item(s) in the City of Wilmington and in support of the said application, state(s) as follows:

### Property and Request Information

201 N. Kankakee Street, Wilmington, IL. 60481

Address of Request

New Fire Station

Project Name

Block 35, Wilmington

General Location

R1 - Single Family Residential District

Present Zoning

Vacant Lot

Present Land Use

03-17-25-341-001

PIN

73,888 sq.ft. / 1.696 Acres

Property Size

R1 - Single Family Residential District

Previous Zoning

New Fire Station

Proposed Land Use

Reason for Request/Description of Request: \_\_\_\_\_

New building construction for the Wilmington Fire Protection District. The proposed site which is currently vacant property will be the new home for Fire Station #1 building, with required number of parking for it's everyday use, and new landscape minimum required by zoning.

Building Permit Submitted?  Yes  No If yes, for what: \_\_\_\_\_

Complete the following Development information if applicable:

Development/Subdivision Name: \_\_\_\_\_

Type of Development:  Residential  Commercial  Industrial  Institutional

8  
Number of Units/Lots (if applicable)

Buildings/Improvements on Property to Remain or be Removed? (describe): See present land use above.

Floodplain in areas present on the property?  Yes  No

Professional Fee Agreement Submitted?  Yes  No

**Applicant Information**  
**Applicant/Developer**

Owner  Contract Purchaser  Lessee  Agent For:

**Craig S. Meadows**

Primary Contact

**223 W. Jackson Blvd., Chicago, IL. 60606**

Address (City, State, Zip)

**c.meadows@studiogc.com**

Email

**Studio GC Architecture + Interiors**

Business Name

**(312) 253-3404**

Phone

Fax

**Property Owner (if different than applicant)**

**Tim Zlomie**

Name

**501 N. Main Street, Wilmington, IL. 60481**

Address (City, State, Zip)

**(815) 476-6675**

Phone

Email

Fax

**Project Team**  
**Attorney**

Name

Business Name

Address (City, State, Zip)

Email

Phone

Fax

**Engineer**

**Timothy R. Hejny**

Name

**221 W. Washington Street, Morris, IL. 60450**

Address (City, State, Zip)

**timhejny@chamlin.com**

Email

**Chamlin & Associates, Inc.**

Business Name

**(815) 942-1402**

Phone

Fax

**Project Team (Continued)**  
**Planning/Landscape Architect Consultant**

Tod J. Stanton  
Name

Design Perspectives, Inc.  
Business Name

1167 Hobson Mill Drive, Naperville, IL. 60540  
Address (City, State, Zip)

tod@design-perspectives.net  
Email

(630) 606-0776  
Phone

Fax

**Submitted Materials Required**

- Legal Description of Property (Hard Copy)
- Legal Description of Property (Emailed Copy)
- Disclosure of Beneficiaries Form - completed
- Non- Refundable Fees (all that apply)
  - Annexation: \$ \_\_\_\_\_
  - Preliminary Plat: \$ \_\_\_\_\_
  - Final Plat: \$ \_\_\_\_\_
  - Concept Site Plan: \$ \_\_\_\_\_
  - Final Site Plan: \$ \_\_\_\_\_
  - Variance: \$ \_\_\_\_\_
  - Map Amendment: \$ \_\_\_\_\_
  - Text Amendment: \$ \_\_\_\_\_
  - Conditional Use Permit: \$ \_\_\_\_\_
  - PUD-Special Use Permit: \$ \_\_\_\_\_

Amendment request(s) fees are the same as listed above.

- Variance, Special Use Permit and/or PUD Supplement(s)
- Plat of Survey, to scale and current
- For Variation(s): Marked up Plat of Survey illustrating variation(s)
- Any specific information which may help in the review and approval process

Applicable for new development only:

- Four (4) full-size, folded, collated copies of all applicable plans including but not limited to the following:
  - Site Plan with Complete Site Data, Preliminary/Final Plats, Architectural Elevations (Color and Black-Line)
  - Signs, Photometric Plan with Lighting Specifications, Tree Survey, Landscape Plan
- One (1) copy of the proposed covenants and restrictions
- A detailed description of business, proposed hours of operation, number of employees

**Applicant Signatures**

The undersigned below hereby certifies that he/she is the owner of the described property and has authorized an agent, which both agree to abide by all ordinances, regulations, and codes of the City of Wilmington as are in full force and effect on the date of the consideration of this application by the Corporate Authorities. The owner or applicant(s) also agree(s) to pay any and all fees, costs, and expenses of the City of Wilmington, including professional fees that are necessary and required to act on this application.

**New Fire Station**

Project Name

**Tim Zlomie, Fire Chief**

Owner's Name

**Craig S. Meadows**

Applicant's Name, if different than owner

Owner's Signature

Applicant's Signature

**501 N. Main Street, Wilmington, IL. 60481**

Address (City, State, Zip)

**10/9/2023**

Date

**Staff Use Only**

Applicable Code Sections

Comprehensive Plan

Zoning of Adjacent Properties: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

Date Professional Fee Agreement was signed

Applicant's Name, if different than owner

Submittal Date

Received By

Address (City, State, Zip)

Payment Amount

Payment Type

Payment Date



Conditional Use Application Supplement

Tim Zlomie, Fire Chief

09/25/2023

Applicant's Name

Date

201 N. Kankakee Street, Wilmington, IL. 60481

Address (City, State, Zip)

Conditional use of property for a New Fire Station.

Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.17 of the Wilmington Code of Ordinances provides that for a requested Conditional Use, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

(a) Proposed use of the property that warrants this application for a conditional use New Fire Station under Article 5, Chapter 150.51, R-1 Residential District allowing the use of the property for government services.

(b) If the proposed conditional use is approved, what improvements of construction are planned? (An accurate site plan may be required to establish that the proposed improvement can meet the minimum zoning requirements)

The lot is currently vacant and of no use for the public. The surrounding community will benefit from have a fire station nearby for safety with updated facilities to serve it's residence. The new construction will also improved the current state of the property, with a new landscape minimum required by zoning, and maintained throughout the use of the property.

(c) Identify the existing uses of the properties within the general area of the property in question  
The lot is vacant and no use within the general area of the property.

(d) Identify the existing zoning classification of the properties within the general area of the property in question

The existing zoning classification of the property is R1- Single Family Residential District.

(e) Describe how the proposed conditional use will not have an adverse effect on the value of adjacent properties. Compare the value of the subject property and nearby properties under the current zoning to their potential value under the proposed zoning.

The conditional use of the property will not affect the flow of traffic having direct access from the east and west section and this will also improve the curb appeal of the property and provide safety and immediate emergency response for nearby properties.

(f) Describe how the subject property cannot be reasonably used for any of the uses currently permitted under its current zoning classification. (*Physical and market conditions may be considered.*)

The property has been vacant for some time and was previously a school which was also not in alignment with the R1 zoning.

(g) Does the property have appropriate public facilities, such as sewer, water and roads, and other required services?

The lot is bounded by roads on all 4 sides of the property with sewer, and water located within North Joliet Street and North Kankakee Street.

(h) How does the proposed conditional use, and ultimately the use of the property, relate to the land use plan of the current City of Wilmington Comprehensive Plan?

The proposed conditional use will answer the increase in demands for fire station services providing the community with a much bigger and updated facilities.

(i) Describe how the establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the public health, safety, and general welfare.

The new building construction will be use by government services providing public health, safety, and maintained by the fire district.



(j) Describe how the conditional use will not be injurious to the use and enjoyment of other property in the immediate area for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood?

The vacant lot will receive new prairie style fire station building, new landscape and new curb appeal which will provide increased in it's property value.

(k) Describe how the establishment of the conditional use will not impede the normal and orderly development and improvement of the adjacent property for uses permitted in the district.

The lot will be used and maintained by the fire district with no impending affect on the adjacent property use and development.



PLANNING AND ZONING COMMISSION  
PETITION FOR CONDITIONAL USE

(1) The proposed request conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed conditional use is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.

Yes  No Explanation: \_\_\_\_\_

\_\_\_\_\_

(2) The proposed conditional use conforms to the intent and purpose of Chapter 150 of the City of Wilmington's Code of Ordinances.

Yes  No Explanation: The conditional use confirms to the intent and purpose but given the special nature of a fire station the District is asking for approval of several variances. See attached document.

\_\_\_\_\_

(3) The proposed conditional use will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses.

Yes  No Explanation: \_\_\_\_\_

\_\_\_\_\_

(4) Adequate public facilities and services exist or can be provided.

Yes  No Explanation: \_\_\_\_\_

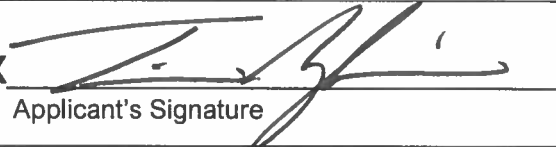
\_\_\_\_\_

**Required Public Notices**

Unless otherwise confirmed below by acknowledgement of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:


- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.

**Only if Petitioner chooses to complete written notices.** As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X   
Applicant's Signature

STATE OF ILLINOIS	)
	) SS.
COUNTY OF WILL	)

The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.

<p>X  OWNER or APPLICANT'S SIGNATURE</p>	<p>NOTARY PUBLIC: Sign: <u>Miranda K. Cupples</u></p> <div data-bbox="998 1585 1323 1711" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>MIRANDA K CUPPLES Official Seal Notary Public - State of Illinois My Commission Expires Sep 9, 2025</p> </div> <p style="text-align: center;">AFFIX STAMP HERE</p>
<p>SUBSCRIBED AND SWORN to before me this <u>14<sup>th</sup></u> day of <u>November</u>, 20<u>23</u>, and who has provided the proper identification and who did take an oath.</p>	



**Variance Application Supplement**

Tim Zlomie

Applicant's Name

11-14-23

Date

201 N. Kankakee Street, Wilmington, IL. 60481

Address (City, State, Zip)

For lots size, lot width, no parking, driveway, setback and landscape requirements.  
Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.12 of the Wilmington Code of Ordinances provides that for a requested Variance, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

**(a) Describe the reason for the request**

Variance request for the following item described below:

1. Minimum Lot Size: 5.0 Acres required - 1.696 Acres proposed.
2. Minimum Lot Width: 300' required - +/- 280' proposed.
3. No Parking in Front Yard.
4. Driveway shall not be more than 40% of front yard - 53% proposed.
5. Minimum Setback, Rear of Building: 25' required - 10' proposed at trash enclosure.
6. Minimum 8' Height Fence Screening between Non-Residential and Residential.
7. Minimum 6' Height Ornamental Vegetation Screening:
  - 7a. N. Kankakee Street - proposed with no sidewalk. Vegetation screening provided but not 6' in height and not along entire setback where site plan allows.
  - 7b. With sidewalk in-place on all (4) sides of street. Vegetation screening provided but not 6' in height and not along entire setback @ Kankakee Street. And @ Jackson Street, site plan does not have the green space to allow 6'- ornamental vegetation.

**(b) Describe the proposed use**

New Fire Station under Article 5, Chapter 150.51, R1 State Residential District allowing the use of the property for government services.

**(c) How will the proposed variance impact existing and future land use?**

The proposed variance will have no impact on existing and future land use. The property has been vacant for some time and was previously a school which was also not in alignment with the R1 zoning.

<p>(d) How will the proposed variance impact adjacent property values?</p> <p>See item (c) response above. The new building construction will be use by government services providing public health, safety, and maintained by the fire district with no impending affect on the adjacent property use and development.</p>
<p>(e) Will the variance negatively impact the general public health, safety, and welfare:</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>Explanation:</p>
<p>(f) Will the variance conflict with existing conditions or public improvements such as schools, sewer/water systems, parks, roads, traffic patterns, etc.:</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>Explanation:</p>
<p>(g) Describe reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship</p> <p>It will be difficult to achieve the minimum lot size and width of the property based on the proposed property actual size. The increase in the driveway is based on the required growing demands of the community for a much bigger and updated fire station facilities. Additionally the lot size with the use of fire station does not allow for the landscape requirements and fencing would block view required to satisfy safety needs.</p>
<p>(h) Describe how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;</p> <p>The following variations will have no or little affect on the use of the property compared to what it was before. These are reasonable request if permitted under conditions allowed by the district or zoning.</p>
<p>(i) Describe how the plight of the owner is due to unique circumstances;</p> <p>This is due to existing conditions of the property and required increased by the Wilmington Fire Protection District to better served it's community and their growing demands.</p>
<p>(j) Describe how the variation, if granted, will not alter the essential character of the locality.</p> <p>The variations is for minimum lot width and size which will have no affect on the property character as well as with the 13% increase in the driveway, and 10' setback at the rear end of the building to accommodate the attached trash enclosure.</p>



PLANNING AND ZONING COMMISSION  
PETITION FOR VARIANCE

(1) Strict enforcement of the code would involve practical difficulties or impose exceptional hardship;

Yes  No Explanation: Due to the size and nature of the facility relief from these requirements are the only means of providing an adequately site and safe facility.

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(2) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;

Yes  No Explanation: The facility is governmental in use and the conditions of the site are set for would create a hardship in use and operation of the facility.

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(3) The plight of the owner is due to unique circumstances;

Yes  No Explanation: \_\_\_\_\_

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(4) The variation, if granted, will not alter the essential character of the locality. Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the PZC, a variation is permitted because the evidence sustained the existence of each of the above four conditions.

Yes  No Explanation: \_\_\_\_\_

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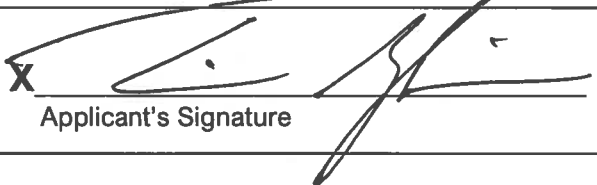
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**Required Public Notices**

Unless otherwise confirmed below by acknowledgement of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:


- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.

**Only if Petitioner chooses to complete written notices.** As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X   
Applicant's Signature

STATE OF ILLINOIS	)
	) SS.
COUNTY OF WILL	)

The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.

<p>X  OWNER or APPLICANT'S SIGNATURE</p>	<p>NOTARY PUBLIC: Sign: <u>Miranda K. Cupples</u></p> <div data-bbox="1006 1585 1339 1711" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>MIRANDA K CUPPLES Official Seal Notary Public - State of Illinois My Commission Expires Sep 9, 2025</p> </div> <p>AFFIX STAMP HERE</p>
<p>SUBSCRIBED AND SWORN to before me this <u>15<sup>th</sup></u> day of <u>November</u>, 20<u>23</u> and who has provided the proper identification and who did take an oath.</p>	

# SITE IMPROVEMENT PLANS FOR WILMINGTON FIRE PROTECTION DISTRICT FIRE STATION CITY OF WILMINGTON, WILL COUNTY, ILLINOIS

**INDEX OF SHEETS:**

- C-100 COVER SHEET
- C-200 GENERAL NOTES
- C-300 DETAILS 1
- C-400 DETAILS 2
- C-500 EXISTING CONDITIONS & DEMOLITION PLAN
- C-600 GEOMETRY PLAN
- C-700 UTILITY PLAN
- C-800 GRADING & EROSION CONTROL PLAN

**LEGEND**

- BOUNDARY OF PROPERTY
- - - - BUILDING SETBACK LINE
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- - - - EXISTING FENCE
- x - - EXISTING WATER MAIN
- W - - EXISTING SANITARY SEWER
- C - - EXISTING STORM SEWER
- - - - PROPOSED STORM SEWER
- W - - PROPOSED WATER MAIN/SERVICE
- C - - PROPOSED SANITARY SEWER/SERVICE
- - - - PROPOSED GUARD RAIL
- S - - PROPOSED SILT FENCE
- - - - EXISTING CONTOUR
- - - - PROPOSED CONTOUR
- EXISTING MANHOLE
- EXISTING WATER SERVICE VALVE
- EXISTING FIRE HYDRANT
- IRON PIPE FOUND
- IRON ROD FOUND
- CONC CONCRETE
- BOC BACK OF CURB
- EOP EDGE OF PAVEMENT
- F/G FINISHED GRADE

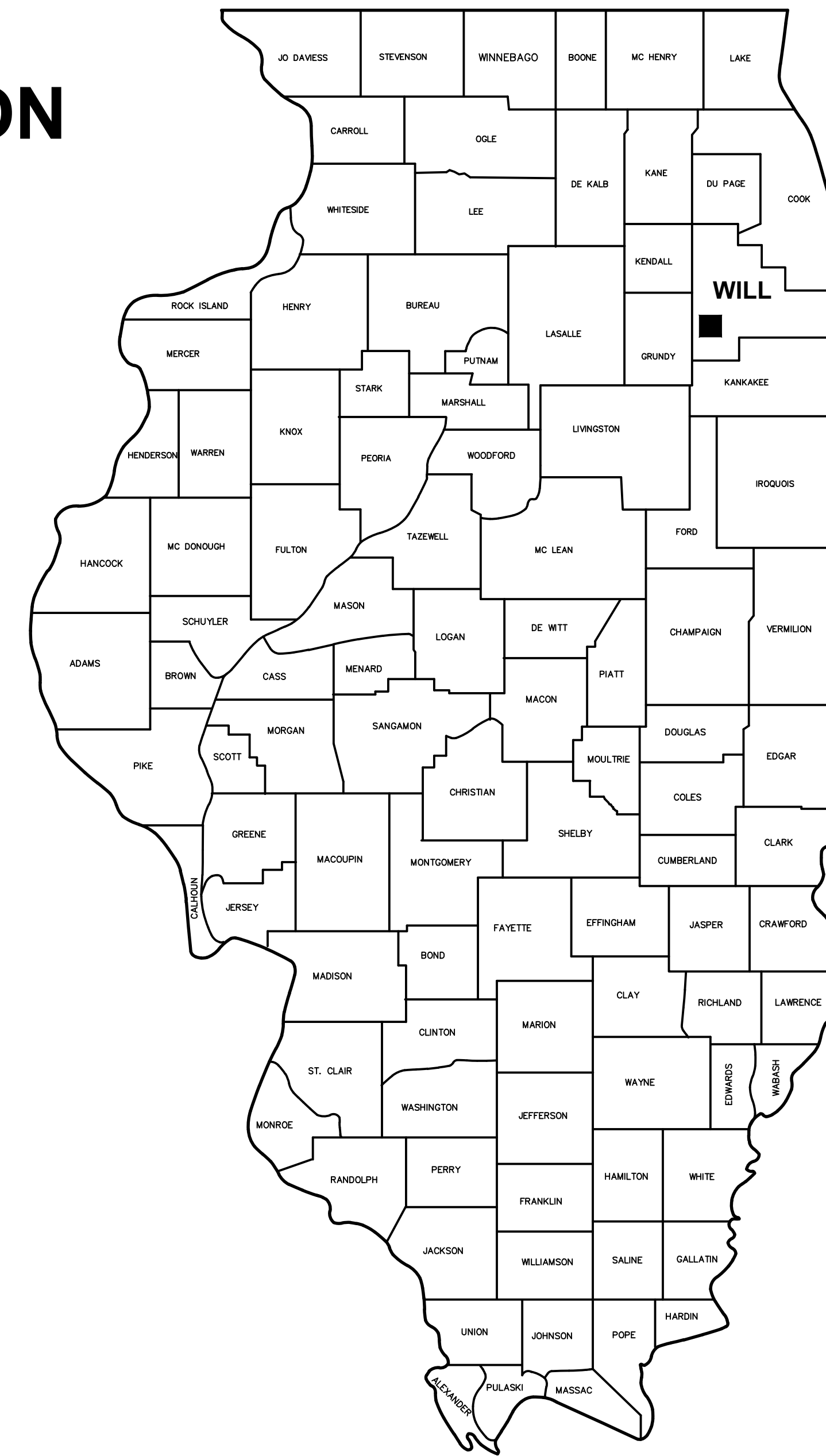
**BENCHMARKS**

BENCHMARK #1:  
NUMBER BOLT ON FIRE  
HYDRANT  
EL. = 550.38

BENCHMARK #2:  
NUMBER BOLT ON FIRE  
HYDRANT  
EL. = 551.24



**LOCATION MAP**



LOCATION OF SECTION INDICATED THUS: — ■



TOPOGRAPHIC AND BOUNDARY  
SURVEY INFORMATION PROVIDED BY  
COMPASS SURVEYING LTD, PROJECT  
NUMBER 22.0103, REVISED MAY 05, 2022

THESE PLANS ARE PREPARED FOR THE CONDITIONAL  
USE APPLICATION AND ARE PRELIMINARY IN NATURE.  
FINAL ENGINEERING PLANS WILL BE PREPARED UPON  
APPROVAL OF THE CONDITIONAL USE.

**OWNER**

WILMINGTON FIRE PROTECTION DISTRICT  
501 N. MAIN STREET  
WILMINGTON, IL 60481  
PHONE: (815) 476-6675  
FAX: (815) 476-0878

**ENGINEER**

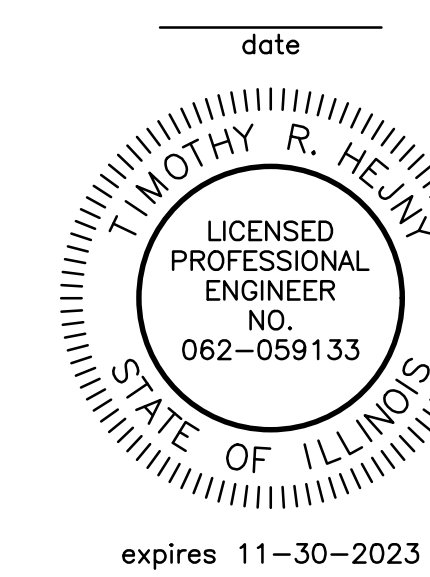
CHAMLIN & ASSOCIATES, INC.  
221 WEST WASHINGTON STREET  
MORRIS, ILLINOIS 60450  
PHONE: (815) 942-1402  
timhejny@chamlin.com

**SURVEYOR**

COMPASS SURVEYING LTD  
2631 GINGER WOODS PARKWAY,  
STE. 100  
AURORA, ILLINOIS 60502  
PHONE: (630) 820-9100  
admin@clsurveying.com

**ARCHITECT**

STUDIO GC  
223 W. JACKSON BLVD., SUITE  
1200  
CHICAGO, ILLINOIS 60606  
PHONE: (312) 253-3224  
m.francisco@studiogc.com



signature  
PROFESSIONAL DESIGN FIRM  
LICENSE NO. 184-001717



223 West Jackson Boulevard, Suite 1200  
Chicago, Illinois 60606  
(312) 253-3400

**New Fire Station**

**Wilmington Fire Protection District**  
201 N. Kankakee Street, Wilmington IL 60481

NO	ISSUE	DATE
•	25% Review Set	• 10.16.2023
•	60% Review Set	• 10.30.2023
•	90% Review Set	• 11.17.2023
•		
•		
•		
•		
•		
•		

**COVER SHEET**

**C-100**



GENERAL NOTES

THE CHAMLIN & ASSOCIATES "SPECIFICATIONS" SHALL GOVERN THE CONSTRUCTION OF THIS THIS PROJECT.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS, LATEST EDITION.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE THE PLANS AND SPECIFICATIONS, VISIT THE WORK SITE, BE INFORMED OF THE WORK INVOLVED, BE INFORMED OF FEDERAL, STATE, AND LOCAL LAWS, LOCAL CODE REQUIREMENTS, ORDINANCES, RULES AND REGULATIONS, AND ANY OTHER ITEMS WHICH MAY AFFECT THE COST AND/OR TIME TO COMPLETE THE PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER SHOULD ANY DISCREPANCIES BE NOTICED BETWEEN THE PLANS, SPECIFICATIONS, OR WORKSITE.

THE LOCATION OF EXISTING UNDERGROUND OR OVERHEAD UTILITIES IF SHOWN ON THE PLANS IS FOR THE CONVENIENCE OF THE BIDDER ONLY. THE OWNER AND/OR ENGINEER ASSUMES NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PROTECTION OF ALL EXISTING PUBLIC OR PRIVATE ROADWAYS, STRUCTURES, AND UTILITIES PRIOR TO THE START OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAID ROADWAYS, STRUCTURES, AND UTILITIES. ANY ROADWAY, STRUCTURE, OR UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

ALL FIELD DRAINAGE TILE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER OR REROUTED TO A LOCATION DETERMINED BY THE ENGINEER.

WHEN SURVEY CONTROL POINTS ARE SET BY THE ENGINEER TO ESTABLISH THE HORIZONTAL AND VERTICAL CONTROL REQUIRED FOR THE CONSTRUCTION OF THE VARIOUS CONTRACT ITEMS OF WORK, THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE CONTROL POINTS SET. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL MEASUREMENTS TAKEN OR DERIVED BY THE CONTRACTOR FROM CONTROL POINTS SET BY THE ENGINEER.

THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL CONTROL POINTS OR REFERENCE STAKES SET BY THE ENGINEER. SHOULD THE CONTRACTOR DISTURB ANY CONTROL POINT OR REFERENCE STAKE WITHOUT THE PRIOR APPROVAL OF THE ENGINEER, THE ENGINEER MAY DEDUCT THE DIRECT ENGINEERING COST INCURRED IN THE RE-ESTABLISHMENT OF THE CONTROL POINT OR REFERENCE STAKE FROM COMPENSATION DUE THE CONTRACTOR.

WHEN THE OWNER EMPLOYS MULTIPLE CONTRACTORS, EACH CONTRACTOR SHALL CONDUCT HIS/HER WORK SO AS TO NOT INTERFERE WITH OR HINDER THE PROGRESS OR COMPLETION OF THE WORK BEING PERFORMED BY OTHER CONTRACTORS AND/OR UTILITY COMPANIES.

EACH CONTRACTOR SHALL ASSUME ALL LIABILITY, FINANCIAL OR OTHERWISE, IN CONNECTION WITH HIS/HER CONTRACT AND SHALL PROTECT AND HOLD HARMLESS THE OWNER AND ENGINEER FROM ANY AND ALL DAMAGES OR CLAIMS THAT MAY ARISE DUE TO INCONVENIENCE, DELAY, OR LOSS EXPERIENCED BY THE CONTRACTOR CAUSED BY THE PRESENCE AND OPERATION OF OTHER CONTRACTORS AND/OR UTILITY COMPANIES WORKING WITHIN THE LIMITS OF THE PROJECT.

SOIL EROSION AND SEDIMENT CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND DETAILS CONTAINED WITHIN THE PLANS.

PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY VEHICULAR TRAFFIC FROM THE CONSTRUCTION SITE. ALL STREETS SHALL BE CLEANED DAILY OR AS NECESSARY TO KEEP CLEAN OF SEDIMENT AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES. ADJACENT PROPERTIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION BY USE OF AN ACCEPTABLE EROSION CONTROL PRACTICE SUCH AS VEGETATIVE BUFFER STRIPS OR SEDIMENT BARRIERS.

FOR CONSTRUCTION SITES WITH ONE (1) ACRE OR MORE OF DISTURBANCE, ALL CONTRACTORS AND SUB-CONTRACTORS WILL BE REQUIRED TO CERTIFY A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP, IF NECESSARY, AND ALL PERMITS PERTAINING TO SOIL AND EROSION CONTROL WILL BE PREPARED AND SUBMITTED BY THE OWNER/ENGINEER.

IT WILL BE THE CONTRACTOR/SUB-CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT AND FOLLOW THE SWPPP.

WHEN REQUESTED BY THE OWNER, THE ENGINEER SHALL PROVIDE CONSTRUCTION INSPECTION TO ASCERTAIN THE WORK IS IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS AND WITH THE DESIGN INTENT. THE ENGINEER'S UNDERTAKING SHALL NOT RELIEVE THE CONTRACTOR FROM THE CONTRACTOR'S OBLIGATION TO PERFORM WORK IN CONFORMITY WITH THE PLANS AND SPECIFICATIONS AND IN A WORKMANLIKE MANNER, SHALL NOT MAKE THE ENGINEER AN INSURER OF THE CONTRACTOR'S PERFORMANCE; AND SHALL NOT IMPOSE UPON THE ENGINEER ANY OBLIGATION TO ENSURE THAT THE WORK IS PERFORMED IN A SAFE MANNER. THE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR SAFETY FOR THIS PROJECT.

BEFORE ACCEPTANCE AND SUBSEQUENT FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVAL BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT SHALL BE MADE ONLY AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND INSPECTED.

TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH APPLICABLE PORTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED JANUARY 1, 2022 AND THE LATEST EDITION OF THE "ILLINOIS MANUAL FOR UNIFORM TRAFFIC CONTROL FOR STREETS AND HIGHWAYS". THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR USE OF APPROPRIATE ILLINOIS DEPARTMENT OF TRANSPORTATION HIGHWAY STANDARDS PERTAINING TO TRAFFIC CONTROL FOR THE ENTIRE DURATION OF THE PROJECT AND SOLELY LIABLE FOR ANY ACCIDENTS, WHICH MAY OCCUR DUE TO INADEQUATE TRAFFIC CONTROL, SIGNAGE, PAVEMENT MARKINGS, MAINTENANCE, FLAGGERS, BARRICADES AND INSPECTION SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR TRAFFIC CONTROL.

THE ILLINOIS DEPARTMENT OF TRANSPORTATION HIGHWAY STANDARDS NOTED ON THESE PLANS WILL BE CONSIDERED A PART OF THE PLANS AND WILL APPLY TO THE WORK DESCRIBED HEREIN. COPIES OF THE APPLICABLE HIGHWAY STANDARDS ARE APPENDED TO THE SPECIFICATIONS FOR THE CONVENIENCE OF THE BIDDER.

STRUCTURE RIM OR FLOWLINE ELEVATIONS SHOWN ON THE PLANS ARE TO BE CONSIDERED APPROXIMATE. ADJUSTMENT RINGS SHALL BE PROVIDED TO SET THE CASTING FLUSH WITH THE FINISHED GROUND, PAVEMENT, OR GUTTER SURFACE. PROVIDING AND INSTALLING ADJUSTMENT RINGS SHALL BE CONSIDERED INCIDENTAL TO EACH MANHOLE OR INLET STRUCTURE INSTALLED AS PART OF THIS PROJECT.

SAW CUTTING FOR THIS PROJECT WILL BE INCIDENTAL IN ALL CASES. THIS SHALL INCLUDE FULL DEPTH SAW CUTTING ALONG ALL EDGES FOR REMOVAL OF PAVEMENTS, CURB, COMBINATION CURB & GUTTER, ETC. IT SHALL ALSO INCLUDE SUBSEQUENT SAW CUTTING TO PROVIDE CLEAN EDGES FOR PAVING WORK AND SCORING OF CONCRETE PAVEMENTS AND CURBS AS REQUIRED FOR CONTROL JOINTS. WHERE SAW CUTS ARE INDICATED ON THE DRAWINGS OR DETAILS OR NOTES, THESE SAW CUTS ARE MANDATORY.

SEWER REMOVAL REQUIRED TO INSTALL PROPOSED SEWERS SHALL BE CONSIDERED INCIDENTAL IN ALL CASES AND SHALL INCLUDE THE PLUGGING OR ABANDONING OF ANY SEWER LATERALS NOT TO BE RECONNECTED TO PREVENT GROUNDWATER INFILTRATION. THIS SHALL ALSO PERTAIN TO THE REMOVAL OF SEWERS CONNECTED TO INLETS, DRAINAGE STRUCTURES, AND MANHOLES TO BE REMOVED. PLUGGING OF THE SEWER SHALL BE DONE WITH NON-SHRINK GROUT OR OTHER MEANS APPROVED BY AND TO THE SATISFACTION OF THE ENGINEER.

EXPANSION JOINT MATERIALS SHALL BE PROVIDED BETWEEN PCC CONSTRUCTION. THESE MATERIALS SHALL BE CONSIDERED INCIDENTAL.

ALL SANITARY AND STORM SEWER LATERALS OR SERVICES TO BE RECONNECTED TO EXISTING LATERALS SHALL USE A FERROC OR ENGINEER APPROVED COUPLING. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE LATERAL OR SERVICE BEING INSTALLED.

FOR THE SAKE OF SAFETY, TRAFFIC CONTROL, AND STREET INTEGRITY, THE OWNER AND ENGINEER WILL HAVE FINAL SAY ON TRUCKING ROUTES DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL LIMIT TRUCKING MOVEMENTS TO THOSE AREAS SPECIFIED BY THE OWNER AND ENGINEER AS THE WORK PROGRESSES THROUGHOUT THE JOB.

SHEET PILES REQUIRED TO MAINTAIN TRENCH SIDES AND PROTECT STRUCTURES SHALL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS AND SHALL BE INCIDENTAL TO THE CONTRACT.

DEWATERING OF THE EXCAVATION DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCIDENTAL TO THE CONTRACT.

EROSION CONTROL SHALL CONSIST OF THE FOLLOWING ITEMS AND SHALL BE INCLUDED IN THE CONTRACT LUMP SUM PRICE:

1. PIPE AND INLET PROTECTION PER THE DETAILS IN THESE DRAWINGS AND TO THE APPROVAL OF THE ENGINEER.
2. TEMPORARY EROSION CONTROL SEEDING SHALL BE INSTALLED ON ALL SLOPES STEEPER THAN 4:1 WHEN FINAL SEEDING AND EROSION CONTROL BLANKET WILL NOT BE INSTALLED UNTIL THE CONCLUSION OF THE CONSTRUCTION.
3. TEMPORARY CONCRETE WASHOUT FACILITY -EARTHEN TYPE
4. EROSION CONTROL BLANKET ON FINAL SEEDED SLOPES STEEPER THAN 4:1
5. SILT FENCE
6. STABILIZED CONSTRUCTION ENTRANCE

WHERE THE PLANS CALL FOR A MANHOLE OPENING TO BE PLUGGED WITH BLOCK AND MORTAR, CONTRACTOR SHALL USE CONCRETE BLOCK OF THE SAME THICKNESS AS THE MANHOLE SIDE WALL AND SHALL INSTALL THE BLOCK ON THE SAME CURVE AS THE MANHOLE SIDE WALL SO THAT THE BLOCK WILL BE UNDER COMPRESSION WHEN IT EXPERIENCES SOIL LOADS. THIS WORK WILL BE INCIDENTAL TO THE MANHOLE INSTALLATION. MORTAR SHALL BE ALLOWED TO CURE BEFORE BACKFILL IS PLACED AROUND THE PLUG.

STORMS SEWERS

STORM SEWERS TO BE CONSTRUCTED AS SPECIFIED IN THE IDOT STAND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

STORM SEWER MATERIALS SHALL BE AS SPECIFIED IN THE IDOT STAND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

SANITARY SERVICE

THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO CONSTRUCT THE SANITARY SEWER SYSTEM AS DETAILED ON THE PLANS.

WATER SERVICE LINES SHALL BE PROTECTED FROM SANITARY SEWER, STORM SEWERS, SEWER SERVICE CONNECTIONS AND DRAINS IN ACCORDANCE WITH TITLE 35, ENVIRONMENTAL PROTECTION AGENCY SUBTITLE F; PUBLIC WATER SUPPLIES, CHAPTER 11; ENVIRONMENTAL PROTECTION AGENCY, PARTS 651-654 TECHNICAL POLICY STATEMENTS, SECTION 653.119.

SANITARY SEWER MAIN CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER & SEWER MAIN CONSTRUCTION IN ILLINOIS" 8TH EDITION 2020 EXCEPT WHERE NOTED OTHERWISE ON THE PLANS OR IN THE SPECIFICATIONS.

BEDDING, HAUNCHING, AND INITIAL BACKFILL SHALL BE PLACED IN ACCORDANCE WITH ASTM STANDARD D2321 AND SHALL BE CONSIDERED INCIDENTAL TO THE SANITARY SEWER. CLASS 1A MATERIAL, CRUSHED STONE OR CRUSHED GRAVEL, GRADATION (CA-7), SHALL BE USED FOR BEDDING, HAUNCHING, AND INITIAL BACKFILL.

TRENCH BACKFILL SHALL BE REQUIRED FOR ALL PIPES THAT ARE CONSTRUCTED UNDER OR WITHIN TWO (2) FEET OF THE EDGE OF EXISTING OR PROPOSED PAVEMENTS, SIDEWALKS, CURB AND GUTTERS, OR OTHER PAVED SURFACES.

EXCAVATED MATERIAL SHALL BE USED FOR FINAL BACKFILL FOR ALL AREAS NOT DESIGNATED FOR TRENCH BACKFILL.

TRENCH BACKFILL SHALL BE IN ACCORDANCE WITH SECTION 208 OF THE IDOT STANDARD SPECIFICATIONS.

SANITARY SEWER PIPE MATERIAL

SANITARY SEWER PIPE SHALL BE POLYVINYL CHLORIDE (PVC) TYPE SDR-26 CONFORMING TO ASTM D-3034 WITH FLEXIBLE ELASTOMERIC JOINTS CONFORMING TO ASTM D-3212.

WATER SERVICE

THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO CONSTRUCT THE WATER MAIN AS DETAILED ON THE PLANS AND IN THE SPECIFICATIONS.

ALL WATER LINES SHALL HAVE A MINIMUM COVER OF FIVE FEET (5.5').

WATER LINES SHALL BE PROTECTED FROM SANITARY SEWERS, STORM SEWERS, SEWER SERVICE CONNECTIONS AND DRAINS IN ACCORDANCE WITH TITLE 35, ENVIRONMENTAL PROTECTION AGENCY SUBTITLE F; PUBLIC WATER SUPPLIES, CHAPTER 11; ENVIRONMENTAL PROTECTION AGENCY, PARTS 651-654 TECHNICAL POLICY STATEMENTS, SECTION 653.119.

WATER LINES SHALL BE SEPARATED FROM SEPTIC TANKS, LEACH DISPOSAL FIELDS AND SEEPAGE BEDS BY A MINIMUM DISTANCE OF TWENTY-FIVE (25) FEET.

WATER LINE CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER & SEWER MAIN CONSTRUCTION IN ILLINOIS" 8TH EDITION 2020 EXCEPT WHERE NOTED OTHERWISE ON THE PLANS OR IN THE SPECIFICATIONS.

BEDDING, HAUNCHING, AND INITIAL BACKFILL SHALL BE SUPPLIED BY THE CONTRACTOR AND PLACED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND SHALL BE CONSIDERED INCIDENTAL TO THE WATER MAIN/SERVICE INSTALLATION. CLASS 1A MATERIAL, CRUSHED STONE OR CRUSHED GRAVEL, GRADATION (CA 7), SHALL BE USED FOR BEDDING, HAUNCHING, AND INITIAL BACKFILL.

TRENCH BACKFILL SHALL BE REQUIRED FOR FINAL BACKFILL FOR ALL WATER MAINS/SERVICES THAT ARE CONSTRUCTED UNDER OR WITHIN TWO (2) FEET OF THE EDGE OF EXISTING OR PROPOSED PAVEMENTS, SIDEWALKS, CURB AND GUTTERS, OR OTHER PAVED SURFACES. IN ALL OTHER LOCATIONS, FINAL BACKFILL SHALL CONSIST OF EXCAVATED MATERIAL. ALL PVC TO BE INSTALLED WITH TRACER WIRE.

TRENCH BACKFILL SHALL BE IN ACCORDANCE WITH SECTION 208 OF THE IDOT STANDARD SPECIFICATIONS.

WATER LINE PIPE MATERIAL

MATERIAL FOR THE 6" WATER SERVICE SHALL BE C-900 PVC PIPE, WHICH SHALL MEET OR EXCEED THE PERFORMANCE REQUIREMENTS OF ASTM D2241. JOINTS FOR THE C-900 PVC PIPE SHALL MEET ASTM F477 AND D3139.

WATER LINE FITTINGS

RETAINER GLANDS OR ANCHOR COUPLINGS ("MEGA-LUG" OR APPROVED EQUAL) SHALL BE USED WITH ALL MECHANICAL JOINT CONNECTIONS AND SHALL BE DESIGNED FOR INSTALLATION ON THE TYPE OF WATER MAIN SPECIFIED. ALL RETAINER GLANDS SHALL HAVE ONE (1) RETAINER BOLT PER FLANGE BOLT.

SOLID CONCRETE THRUST BLOCKS SHALL BE SUPPLIED BY THE CONTRACTOR AND INSTALLED AT ALL FITTINGS. THRUST BLOCKING SHALL BE POSITIONED AT LOCATIONS AS SHOWN ON THE STANDARD SPECIFICATIONS, TYPICAL THRUST BLOCK INSTALLATIONS STANDARD DETAIL.

WATER LINE TESTING AND DISINFECTING

THE 6" WATER SERVICE SHALL BE DISINFECTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, (INCLUDING INJECTION AND TESTING POINT WHIPS), EQUIPMENT, AND LABOR NECESSARY FOR TESTING AND DISINFECTING THE WATER LINE AND SHALL BE RESPONSIBLE FOR COLLECTING WATER SAMPLES AND HAVING BACTERIOLOGICAL TESTING PERFORMED AS REQUIRED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY. THE CONTRACTOR SHALL FURNISH ALL TEST RESULTS NECESSARY TO THE ENGINEER PRIOR TO PLACING THE WATER LINE IN SERVICE.

THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF TESTING AND DISINFECTING THE NEW WATER LINE AND SHALL NOTIFY THE OWNER AND OPERATOR A MINIMUM OF TWENTY FOUR (24) HOURS IN ADVANCE OF THE REQUESTED TIME FOR OBSERVATION OF THE PRESSURE AND LEAKAGE TEST. ALL TESTING SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

PAVING

AGGREGATE BASE COURSE

THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE PARTS OF SECTION 406 OF THE ROADWAY SPECIFICATIONS.

PRIOR TO THE PLACEMENT OF THE HOT-MIX ASPHALT BINDER COURSE, THE AGGREGATE BASE SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED SEMI TO PERFORM A "PROOF" ROLL OVER THE ENTIRE AGGREGATE BASE. THE "PROOF" ROLL SHALL BE WITNESSED BY THE ENGINEER AND/OR OWNER.

ALL LOOSE AGGREGATE MATERIAL THAT APPEARS ON THE SURFACE OF THE BASE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO THE APPLICATION OF THE BITUMINOUS MATERIALS PRIME COAT. ANY ADDITIONAL HOT-MIX ASPHALT BINDER COURSE REQUIRED TO FILL THESE AREAS SHALL NOT BE PAID FOR BUT SHALL BE AT THE CONTRACTOR'S EXPENSE.

AGGREGATE (PRIME COAT) WILL NOT BE REQUIRED. THE CONTRACTOR SHALL BE REQUIRED TO PLACE TYPE III BARRICADES AT THE ENDS OF THE PROJECT AFTER BITUMINOUS MATERIALS (PRIME COAT) HAVE BEEN APPLIED. THE SS-1H PRIME COAT SHALL BE APPLIED A MINIMUM OF 24 HOURS IN ADVANCE OF THE PAVING OPERATIONS AT A RATE OF 0.25 TO 0.50 GALLONS PER SQUARE YARD.

A BITUMINOUS TACK COAT SHALL BE PLACED BETWEEN THE BINDER COURSE AND SURFACE COURSE. THE TACK COAT SHALL CONSIST OF SS-1 PRIME AND APPLIED AT A RATE OF 0.05 TO 0.10 GALLONS PER SQUARE YARD. THE TACK COAT SHALL BE ALLOWED TO CURE SUFFICIENTLY SO THAT TRACKING OF THE SS-1 DOES NOT OCCUR.

THE OWNER RESERVES THE OPTION OF PLACING THE HMA SURFACE COURSE IN THE NEXT CONSTRUCTION SEASON.

AREAS THAT WILL RECEIVE PCC SIDEWALK OR CURB AND GUTTER SHALL HAVE AGGREGATE BASE COURSE INSTALLED IN ACCORDANCE WITH DETAILS SHOWN ON THE PLANS. PREPARE AREAS FOR BASE COURSE IN ACCORDANCE WITH SECTION 301 OF THE IDOT STANDARD SPECIFICATIONS. AGGREGATE BASE COURSE TYPE B SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 351 OF THE IDOT STANDARD SPECIFICATIONS. MATERIAL ALLOWED SHALL BE EITHER IDOT GRADATION CA-6 OR CA-10.

PORTLAND CEMENT CONCRETE SIDEWALK

CONSTRUCT REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT IN ACCORDANCE WITH SECTION 424 OF THE IDOT STANDARD SPECIFICATIONS AND THE SIDEWALK DETAILS SHOWN ON THE PLANS. REFER TO ARCHITECTURAL PLANS FOR JOINT DETAILS.

COMBINATION CONCRETE CURB AND GUTTER

CONSTRUCT REINFORCED COMBINATION CONCRETE CURB AND GUTTER IN ACCORDANCE WITH SECTION 606 OF THE IDOT STANDARD SPECIFICATIONS AND THE DETAILS SHOWN ON THE PLANS.

EARTHWORK

THE CONTRACTOR SHALL STRIP ALL TOPSOIL ON THE SITE THAT IS UNDER THE BUILDING FOOTPRINT AND PAVEMENT AREAS. THE CONTRACTOR SHALL STOCK PILE A SUFFICIENT AMOUNT OF TOPSOIL TO PROVIDE FOR A MINIMUM TOPSOIL DEPTH OF 6" FOR THE AREAS TO BE SEEDED. THE CONTRACTOR SHALL BE RESPONSIBLE TO PLACE THE TOPSOIL ON THE AREAS TO BE SEEDED AS PART OF THIS WORK. UNSUITABLE MATERIAL SHALL BE DISPOSED OF AT THE DISCRETION OF THE ENGINEER/OWNER.

ANY REMAINING EXCESS EARTH EXCAVATION FROM THE CONSTRUCTION OF THE IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE FROM THE JOB SITE.

ALL VEGETATION SHALL BE REMOVED PRIOR TO PLACEMENT OF THE EMBANKMENT MATERIALS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING FROM THE JOB SITE ALL EXCESS, UNSUITABLE AND UNSUITABLE MATERIAL AS A PART OF THIS WORK.

WHEN EARTH EXCAVATION STOCK PILES WILL REMAIN ON THE SITE LONGER THAN ONE WEEK; THE PILES SHALL BE ENCOMPASSED WITH EROSION CONTROL BARRIER FENCE.

THIS WORK INCLUDES ALL EARTH EXCAVATION, AND CONSTRUCTION OF EMBANKMENT ON THE SITE.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE THE SITE TO DETERMINE THE AMOUNT OF EARTH EXCAVATION THAT WILL BE REQUIRED TO CONSTRUCT THE SITE TO THE LINES AND GRADES AS SHOWN ON THE PLANS.

EROSION CONTROL

SOIL EROSION AND SEDIMENT CONTROL SHALL BE IN ACCORDANCE WITH APPLICABLE PORTIONS OF THE ILLINOIS URBAN MANUAL, UPDATED 2013.

PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY VEHICULAR TRAFFIC FROM THE CONSTRUCTION SITE. ALL PUBLIC STREETS SHALL BE CLEANED DAILY OR AS NECESSARY TO KEEP CLEAN OF SEDIMENT AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES. ADJACENT PROPERTIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION BY USE OF AN ACCEPTABLE EROSION CONTROL PRACTICE SUCH AS VEGETATIVE BUFFER STRIPS OR SEDIMENT BARRIERS. SHOULD AN EROSION CONTROL ITEM NOT BE INCLUDED AS A BID ITEM OR NOT BE ADDRESSED PER SPECIAL PROVISION AND BE DETERMINED NECESSARY BY THE ENGINEER, THOSE ITEMS WILL BE PAID FOR AT A PRE-APPROVED UNIT PRICE.

IDOT HIGHWAY STANDARDS

TEMPORARY EROSION CONTROL	280001-07
LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS	701301-04
TRAFFIC CONTROL DEVICES	701901-08
FRAME & GRATE TYPE 1	604001-05
PERPENDICULAR CURB RAMPS FOR SIDEWALKS	424001-11
INLET TYPE A	602301-04
CURB & GUTTER	606001-08



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New Fire Station

Wilmington Fire Protection District

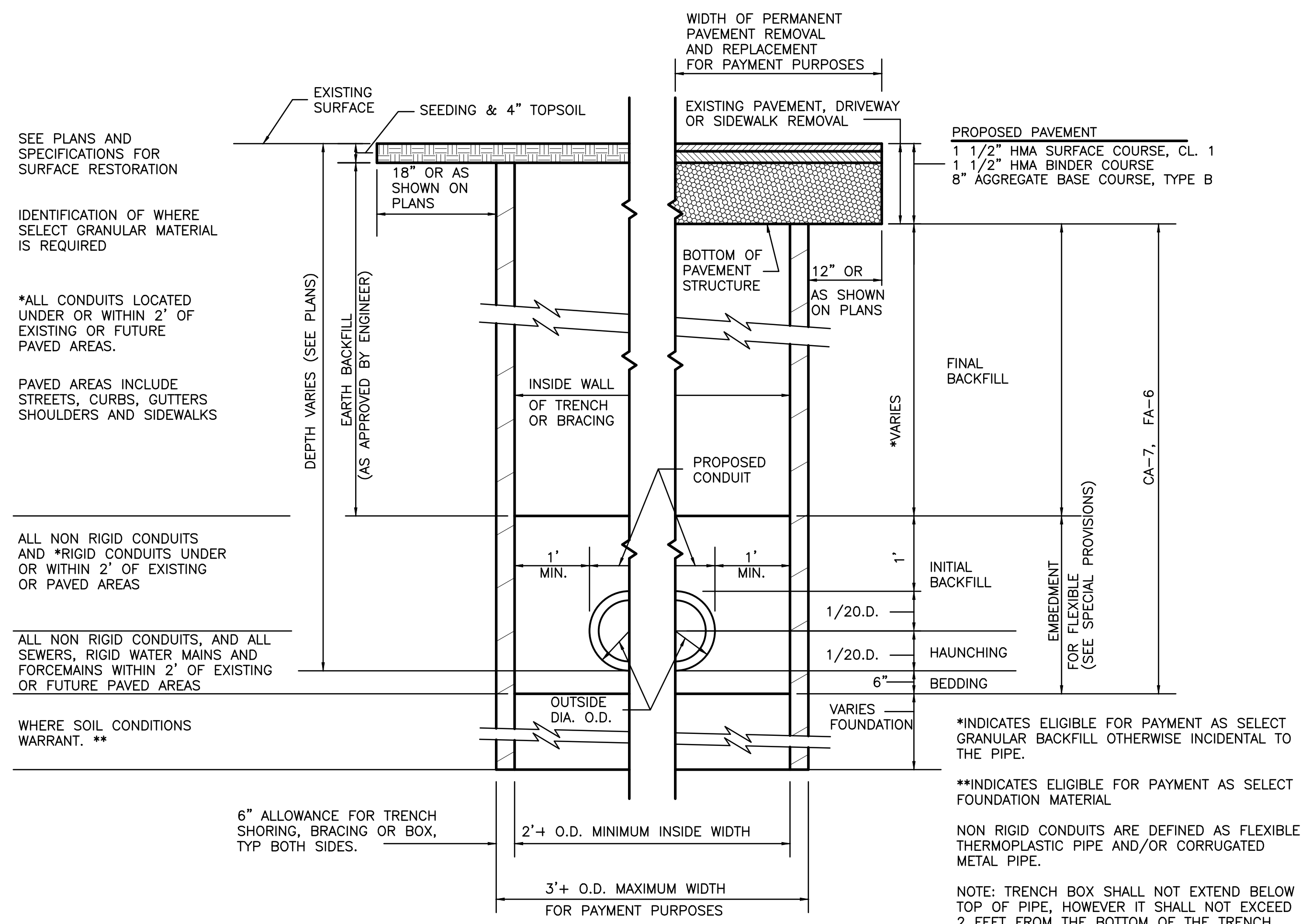
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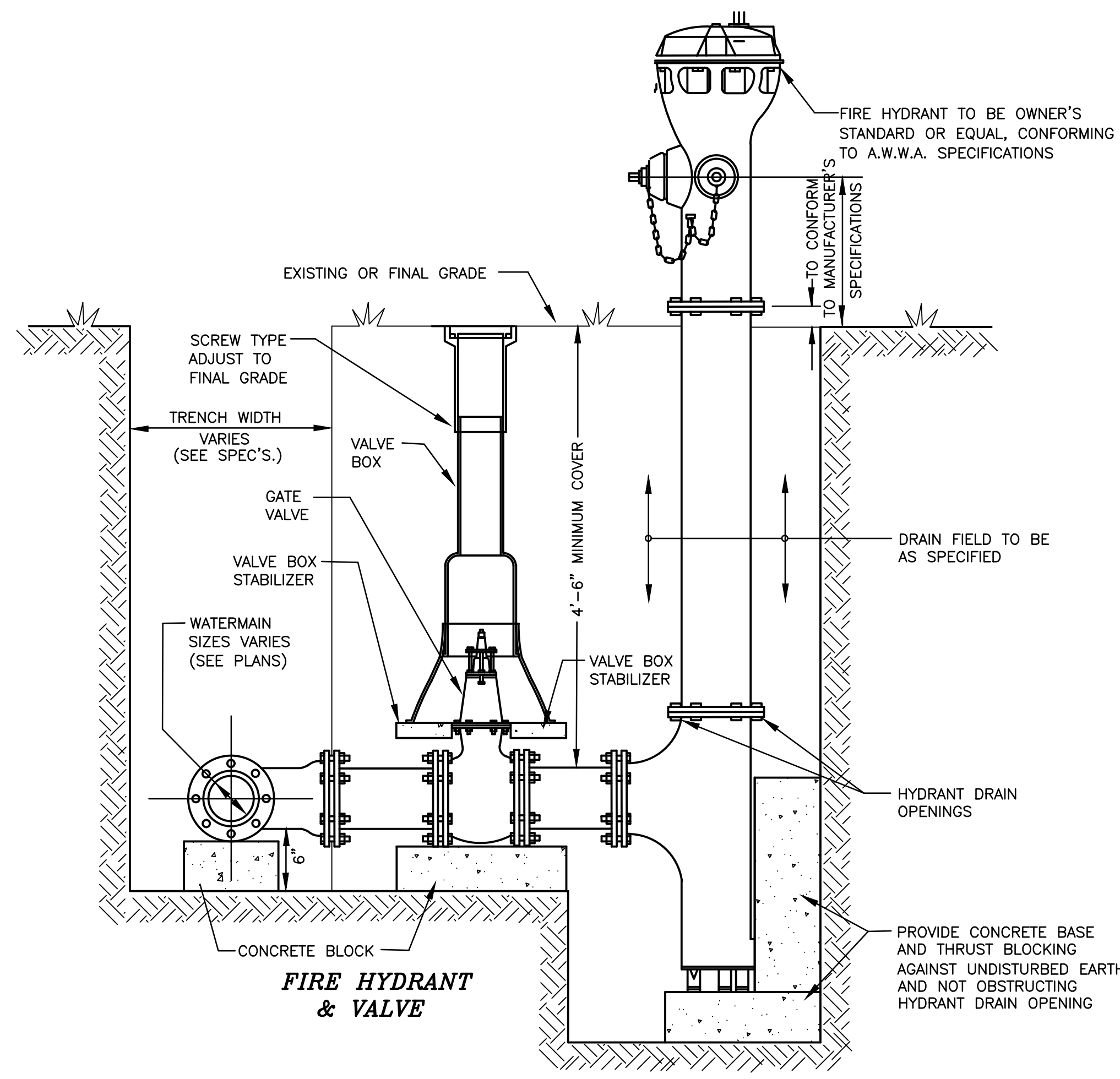
**GENERAL NOTES**

THESE PLANS ARE PREPARED FOR THE CONDITIONAL USE APPLICATION AND ARE PRELIMINARY IN NATURE. FINAL ENGINEERING PLANS WILL BE PREPARED UPON APPROVAL OF THE CONDITIONAL USE.

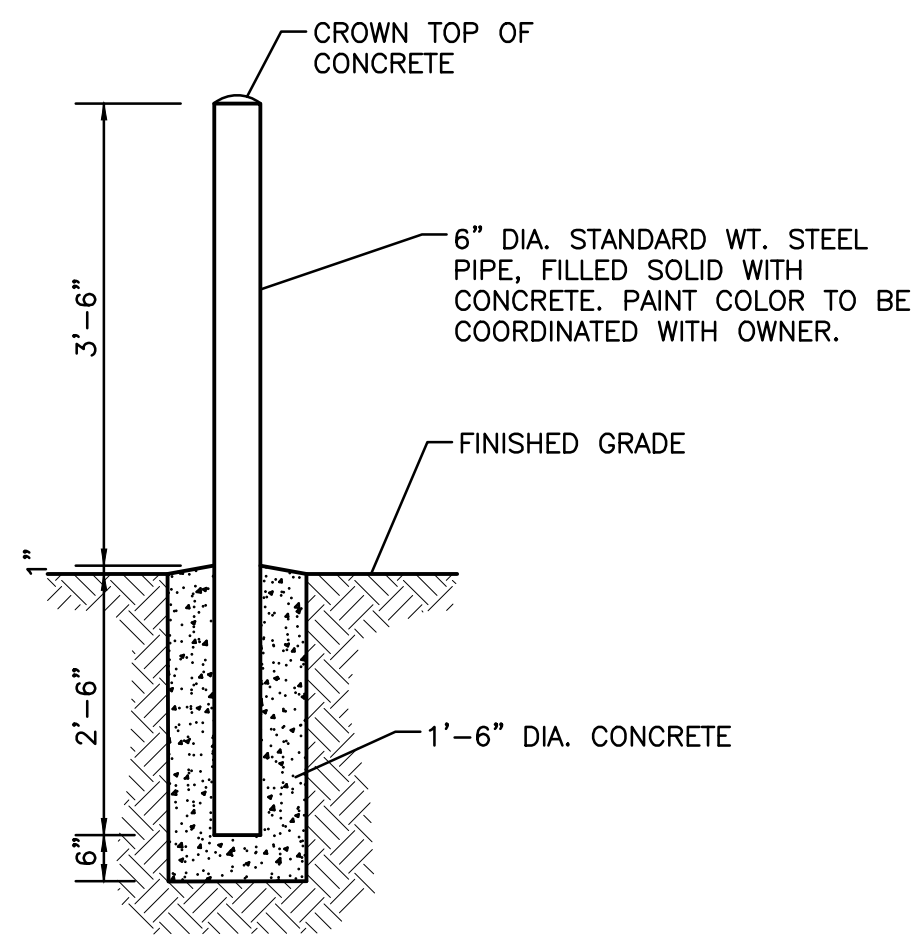
**C-200**



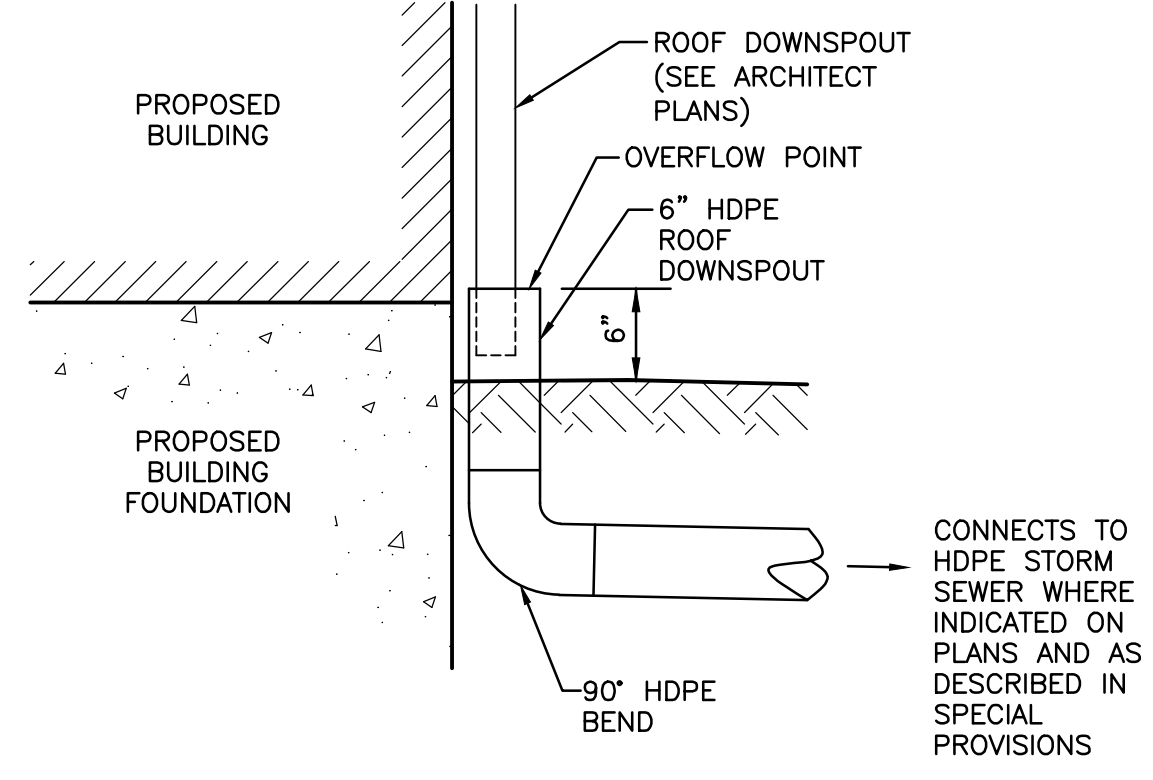
**TYPICAL TRENCH DETAIL**  
N.T.S.



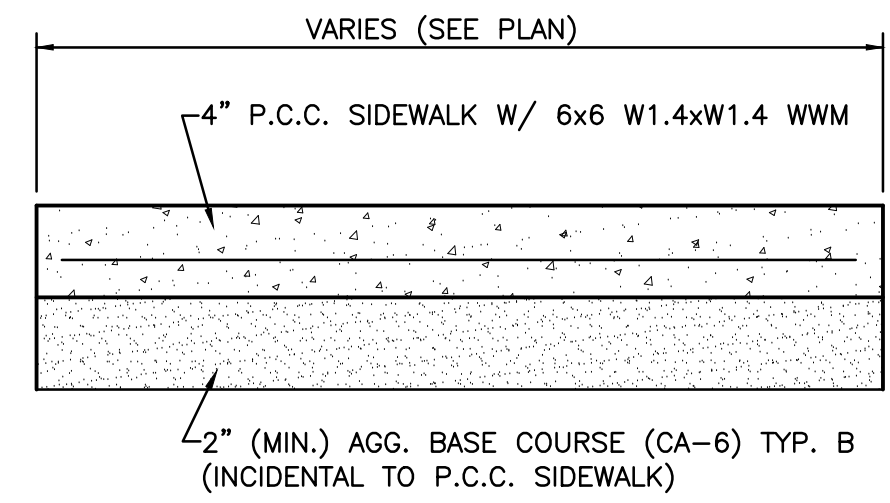
**FIRE HYDRANT & VALVE DETAIL**  
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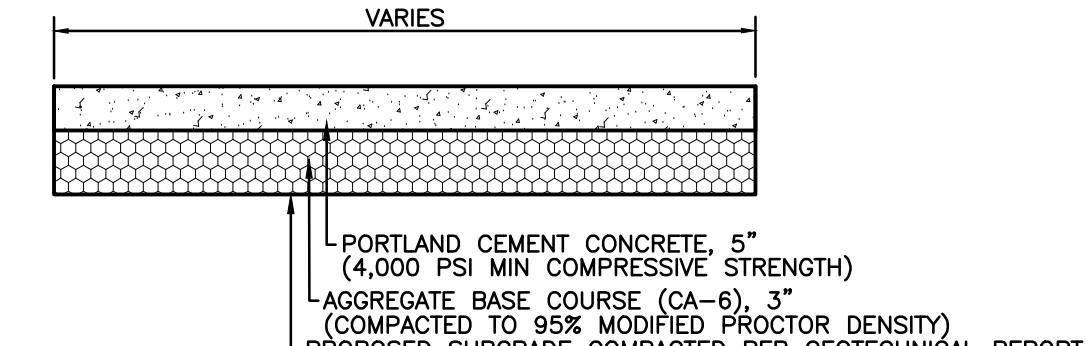
**PIPE BOLLARD**  
N.T.S.



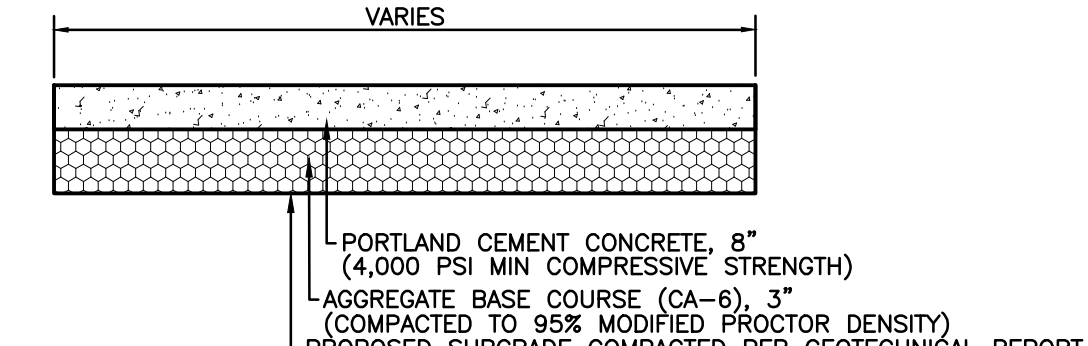
**DOWNSPOUT DRAIN CONNECTION DETAIL**  
N.T.S.



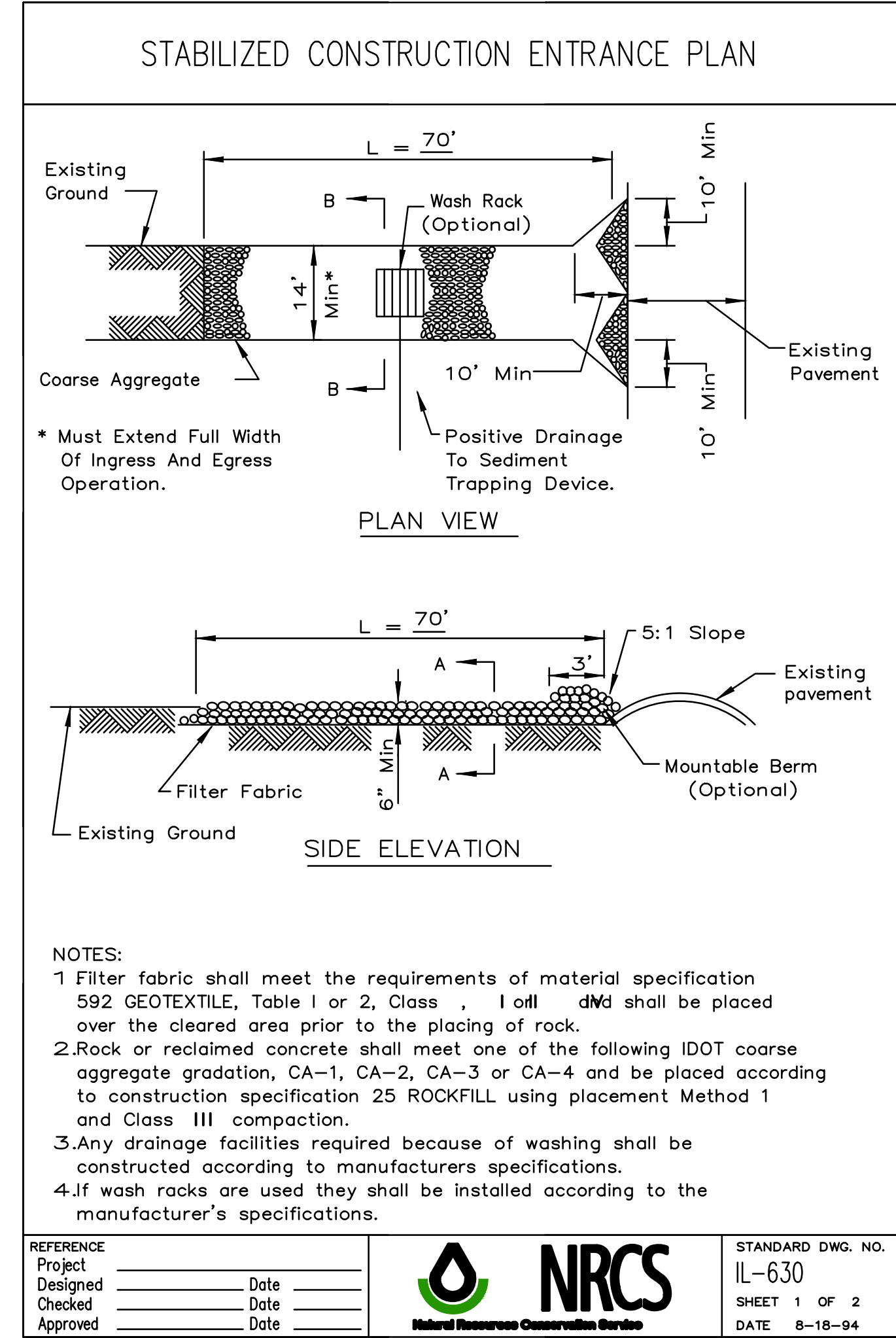
**PCC SIDEWALK DETAIL**  
N.T.S.



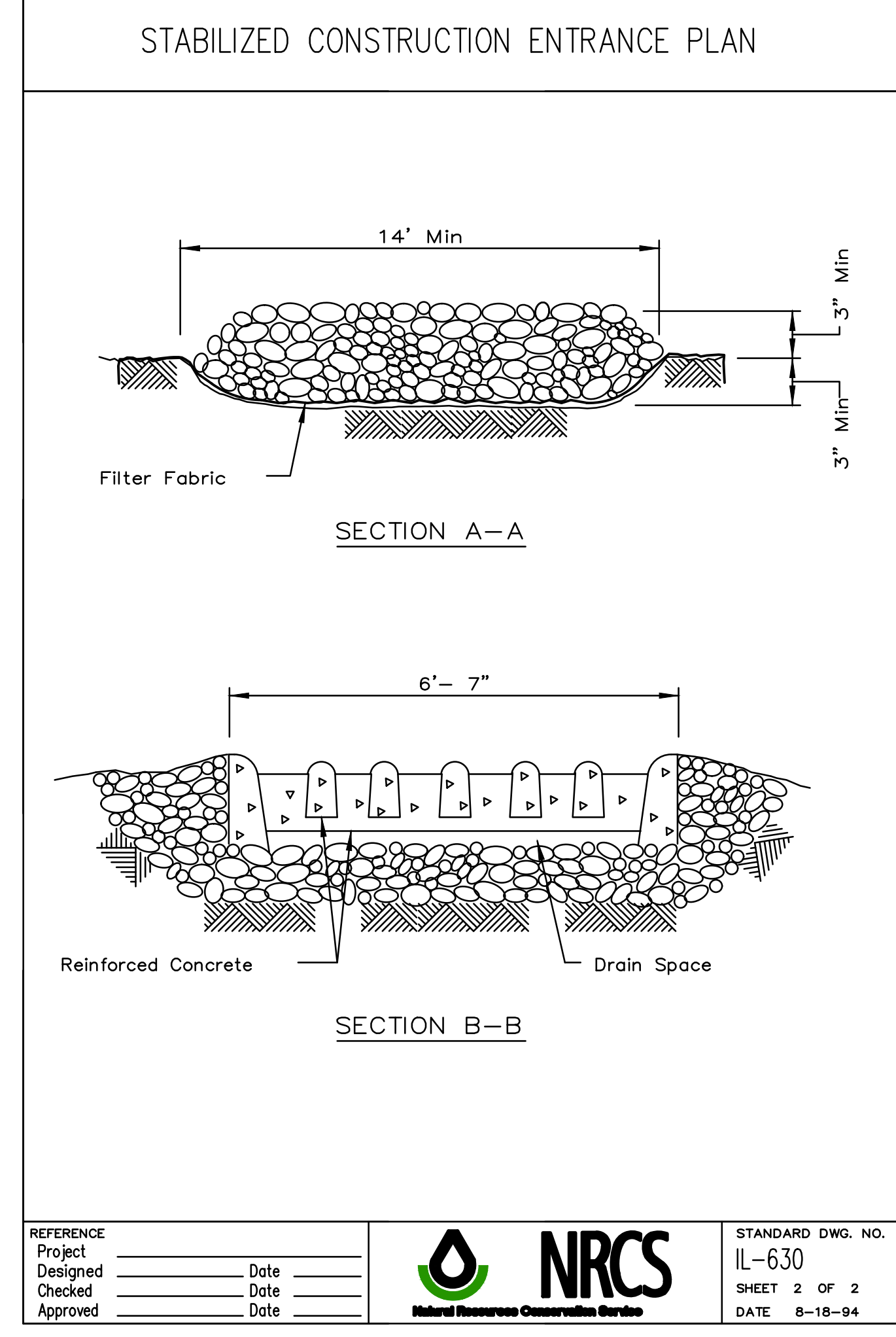
**LIGHT DUTY CONCRETE PAVEMENT SECTION**  
N.T.S.



**HEAVY DUTY CONCRETE PAVEMENT SECTION**  
N.T.S.



**STABILIZED CONSTRUCTION ENTRANCE PLAN**  
N.T.S.



**STABILIZED CONSTRUCTION ENTRANCE PLAN**  
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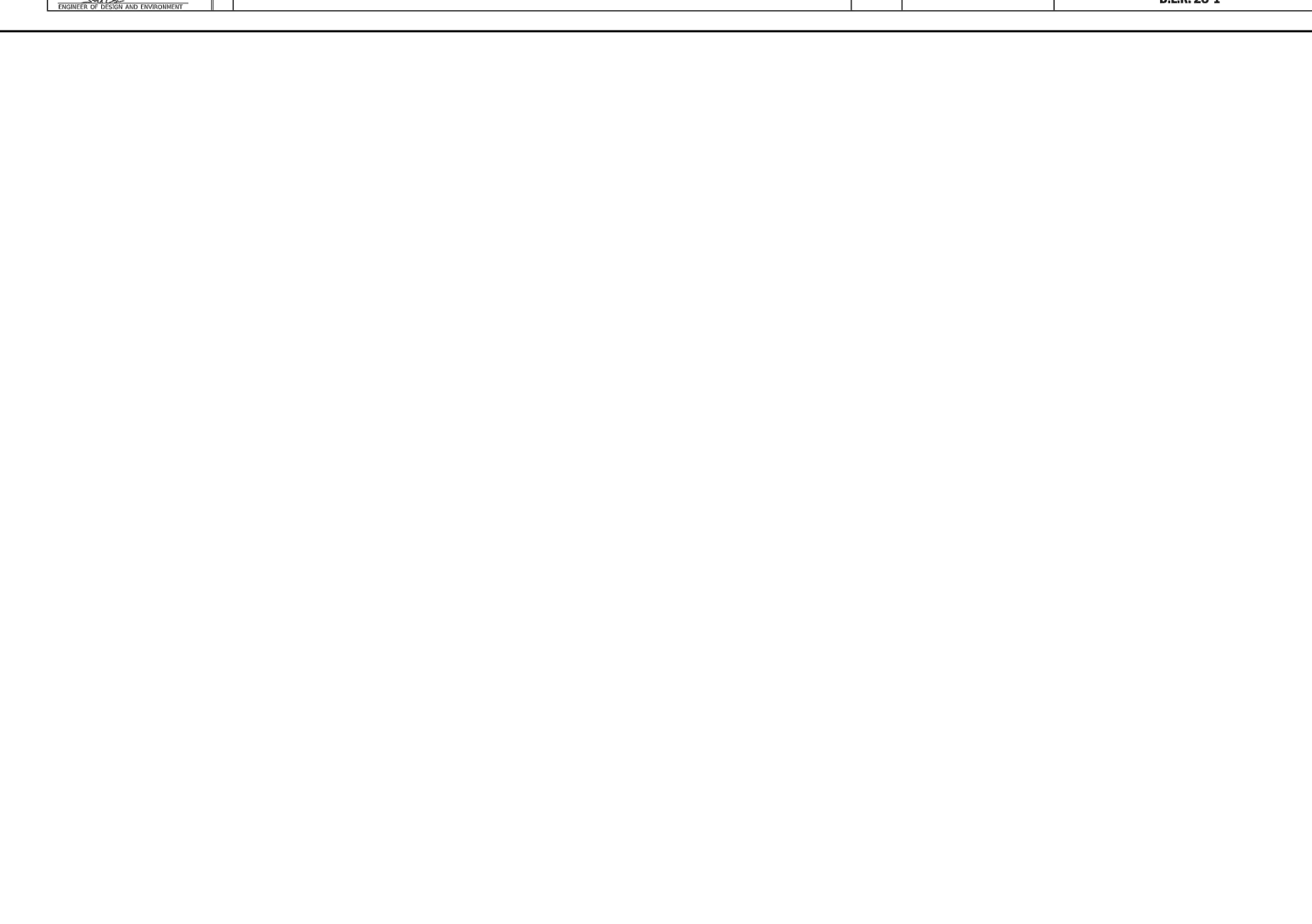
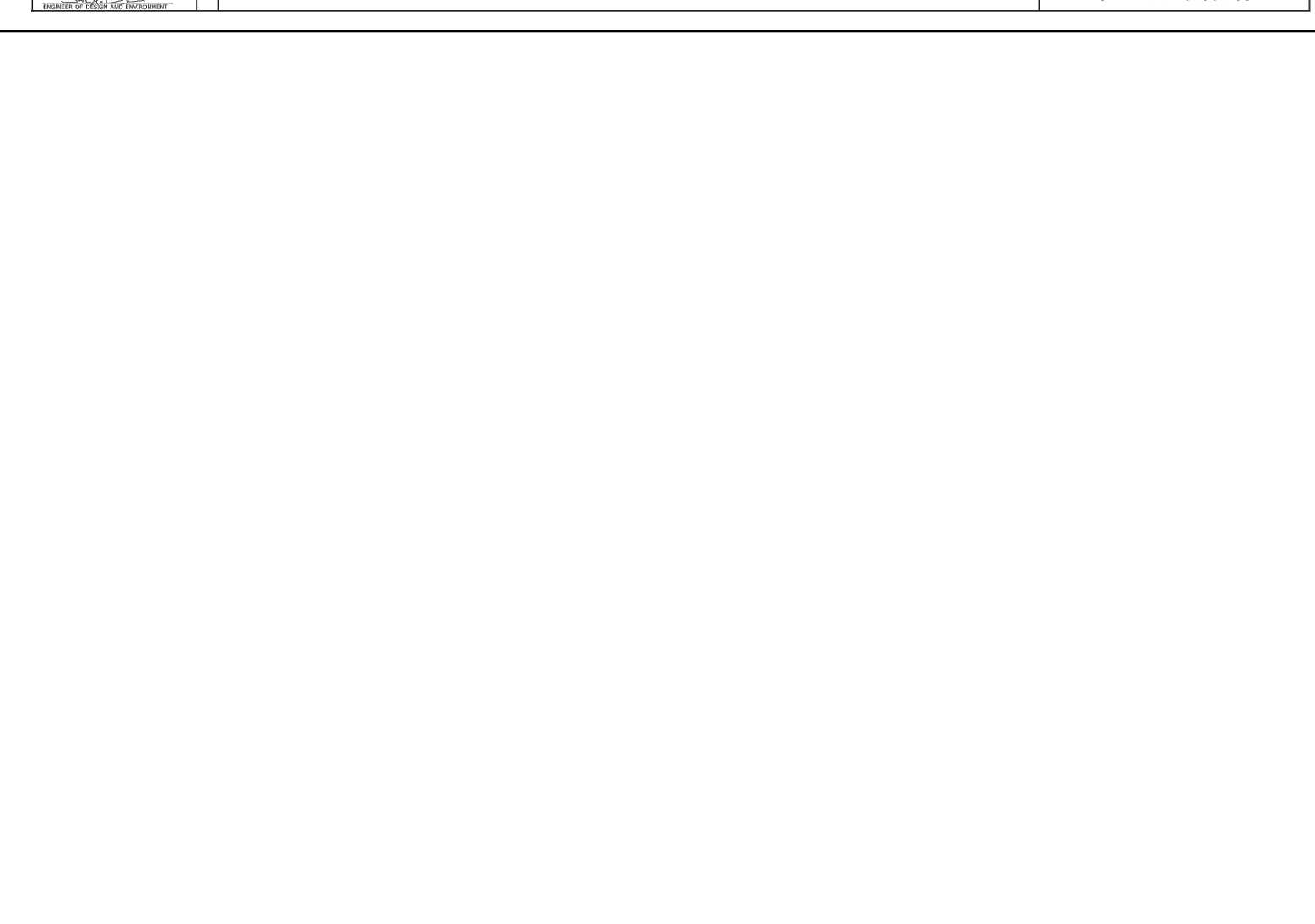
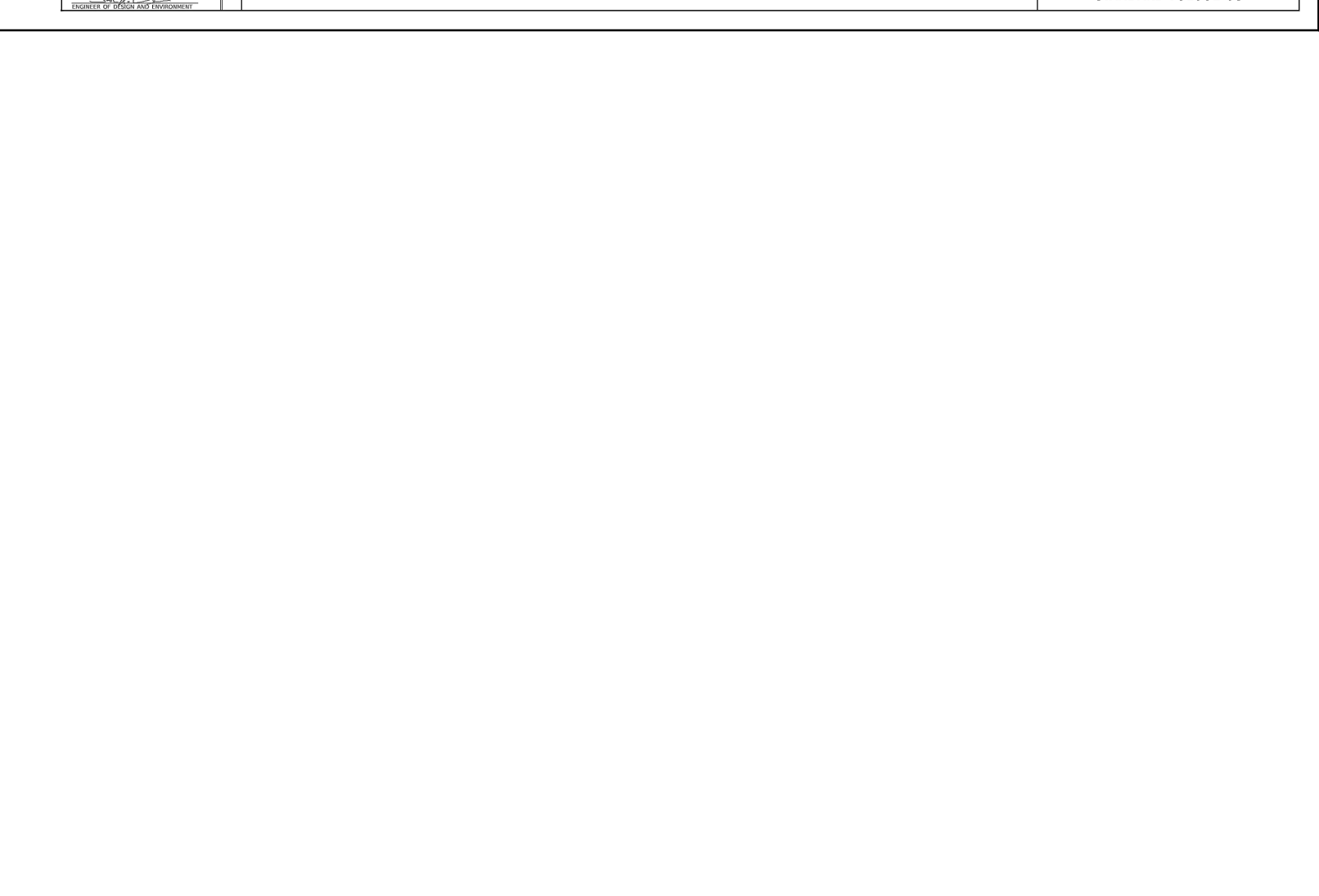
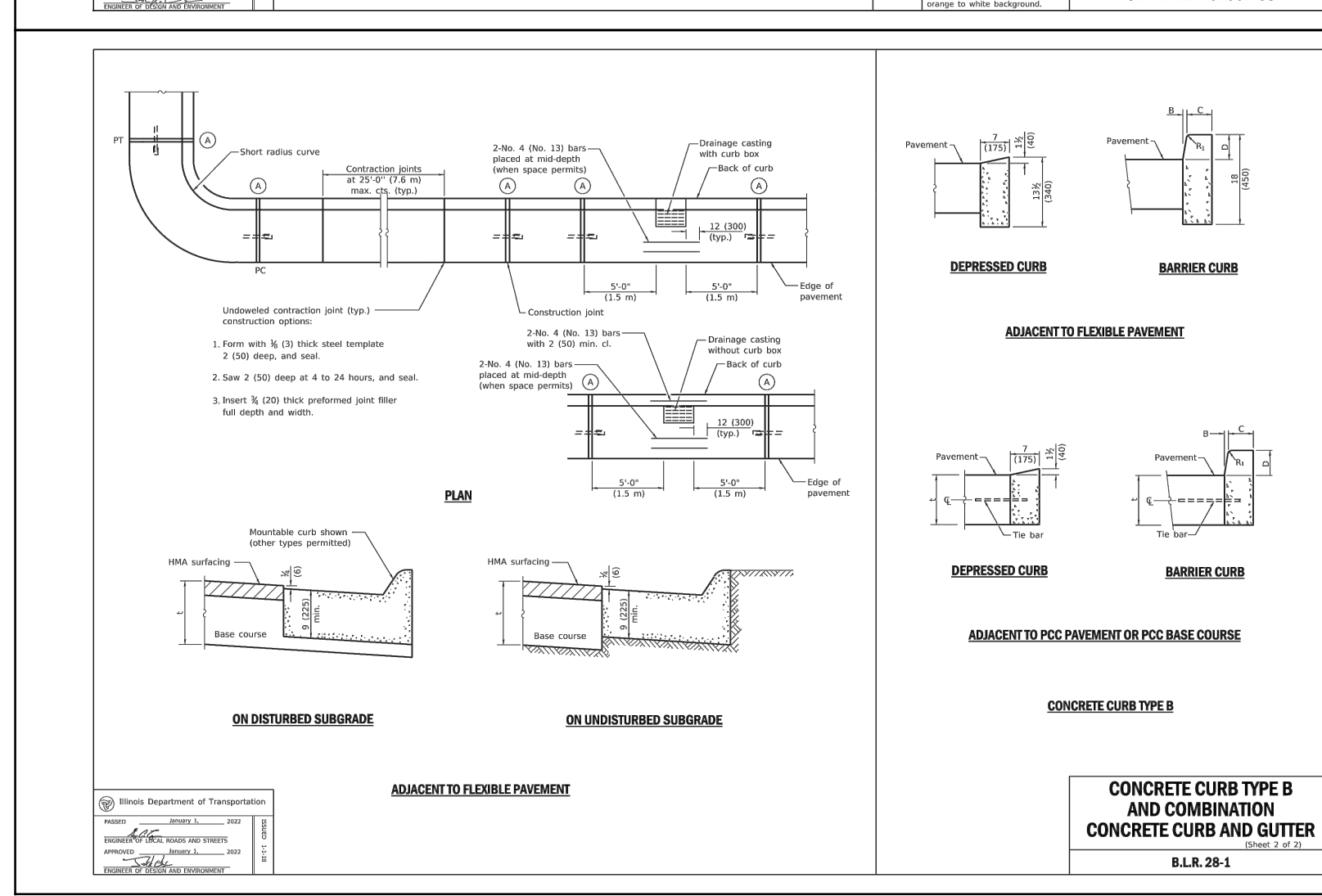
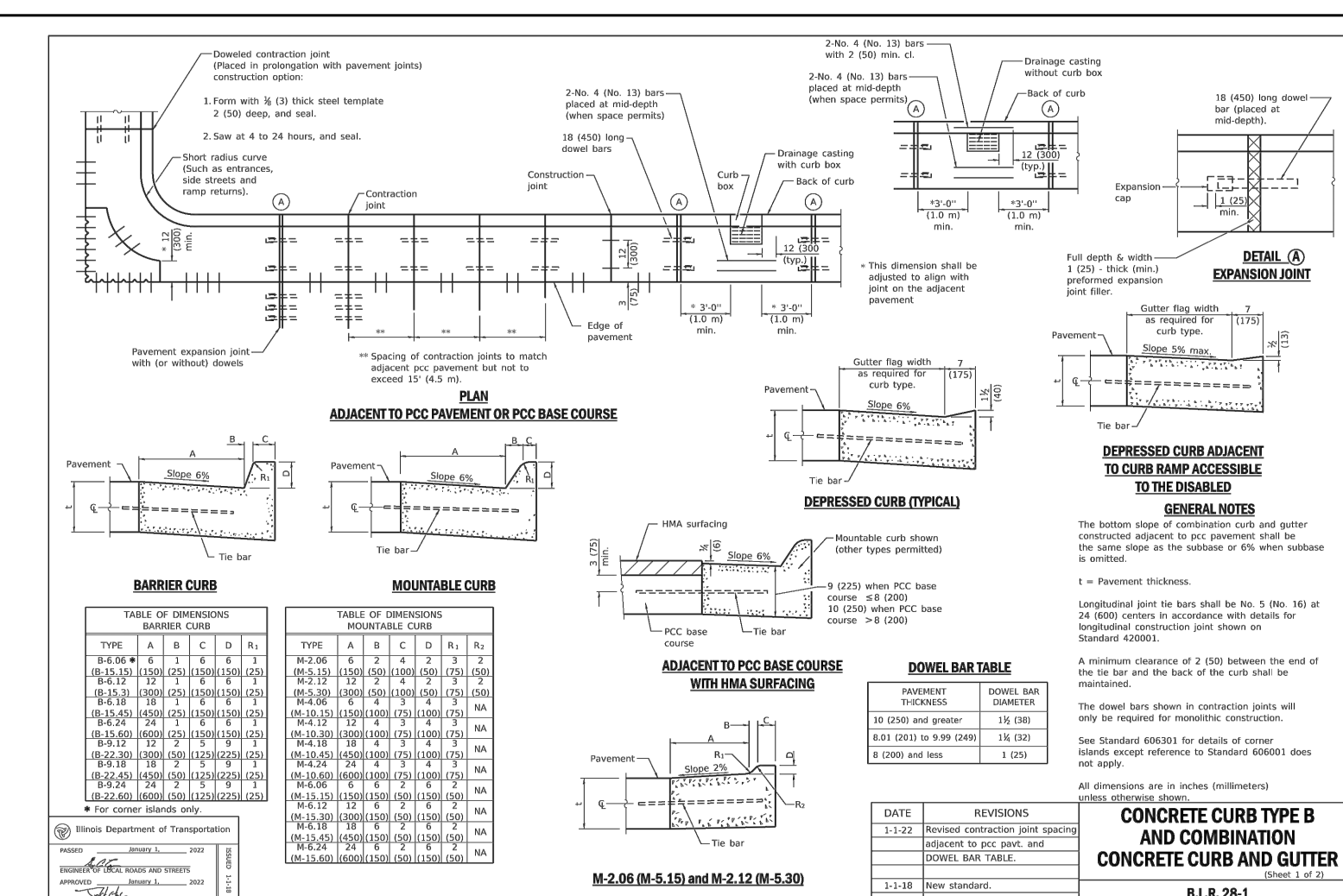
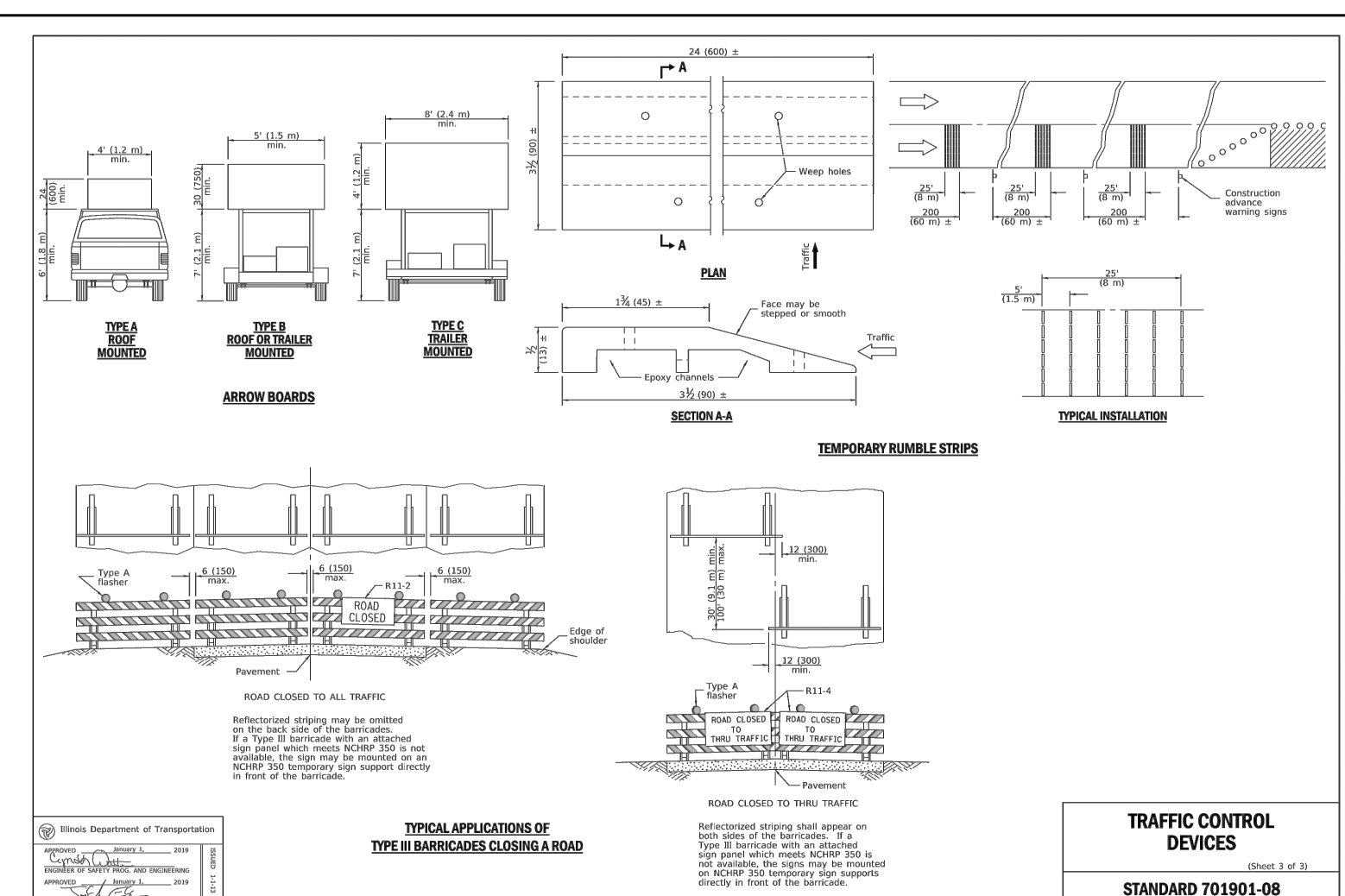
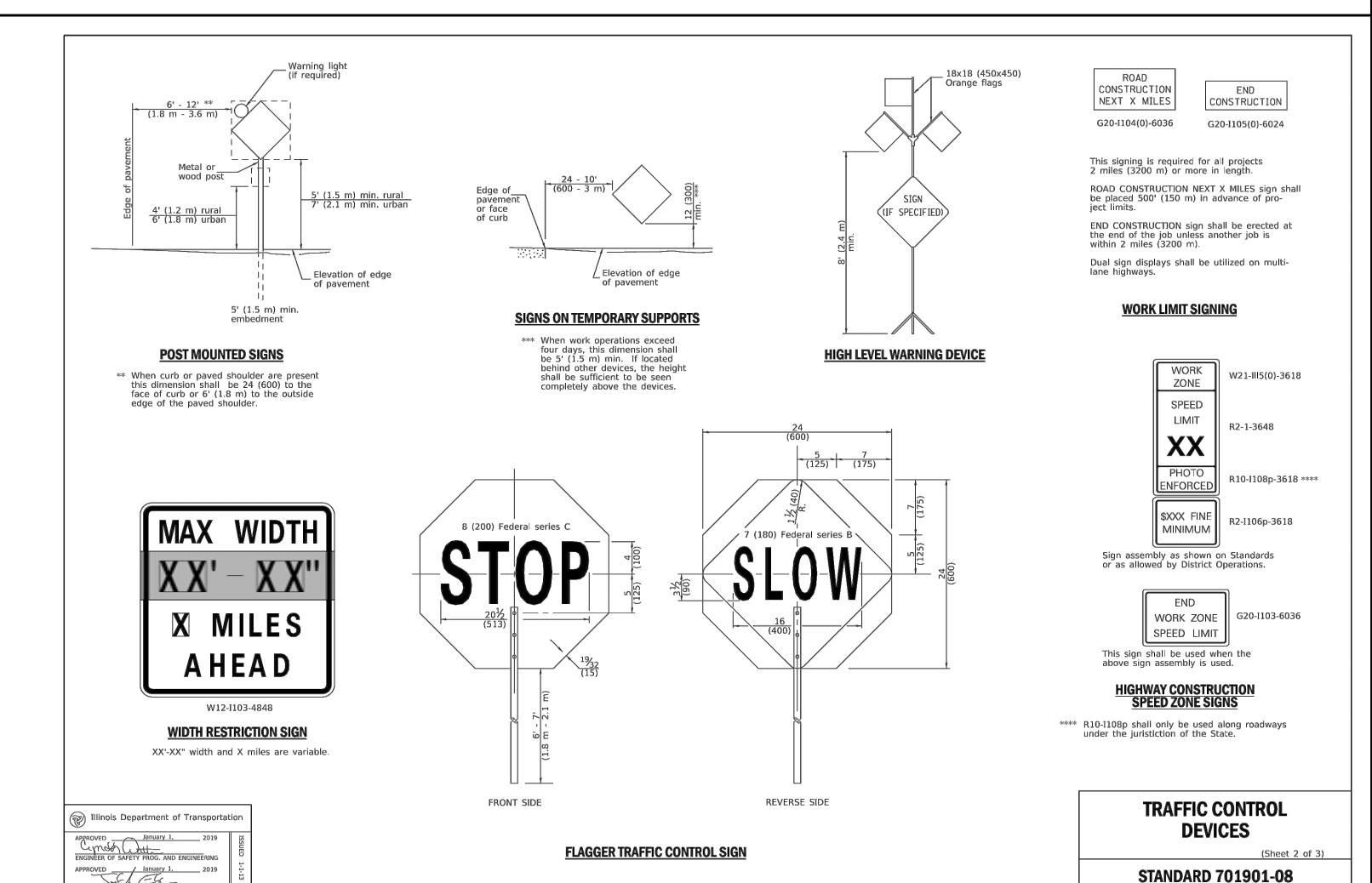
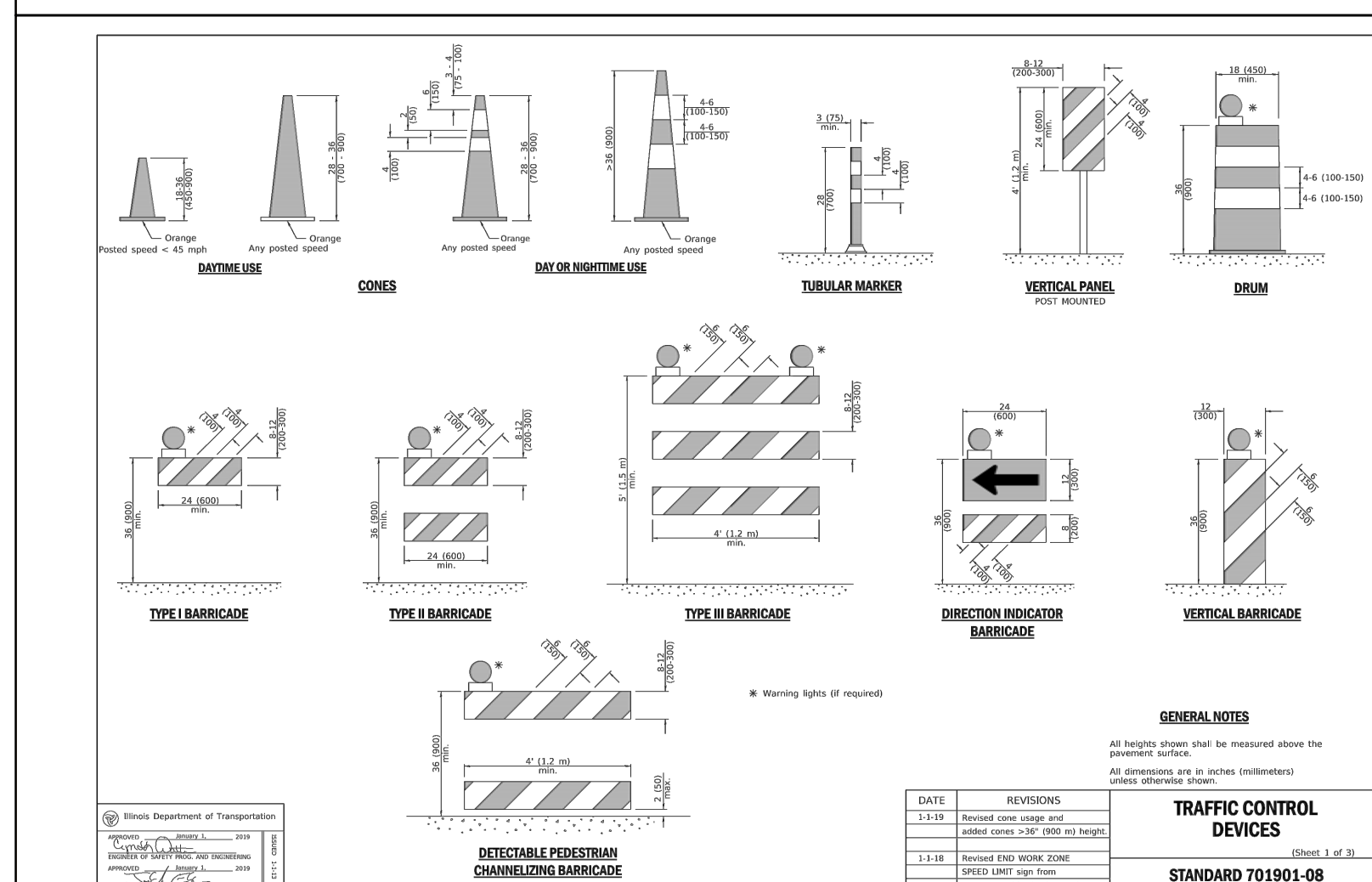
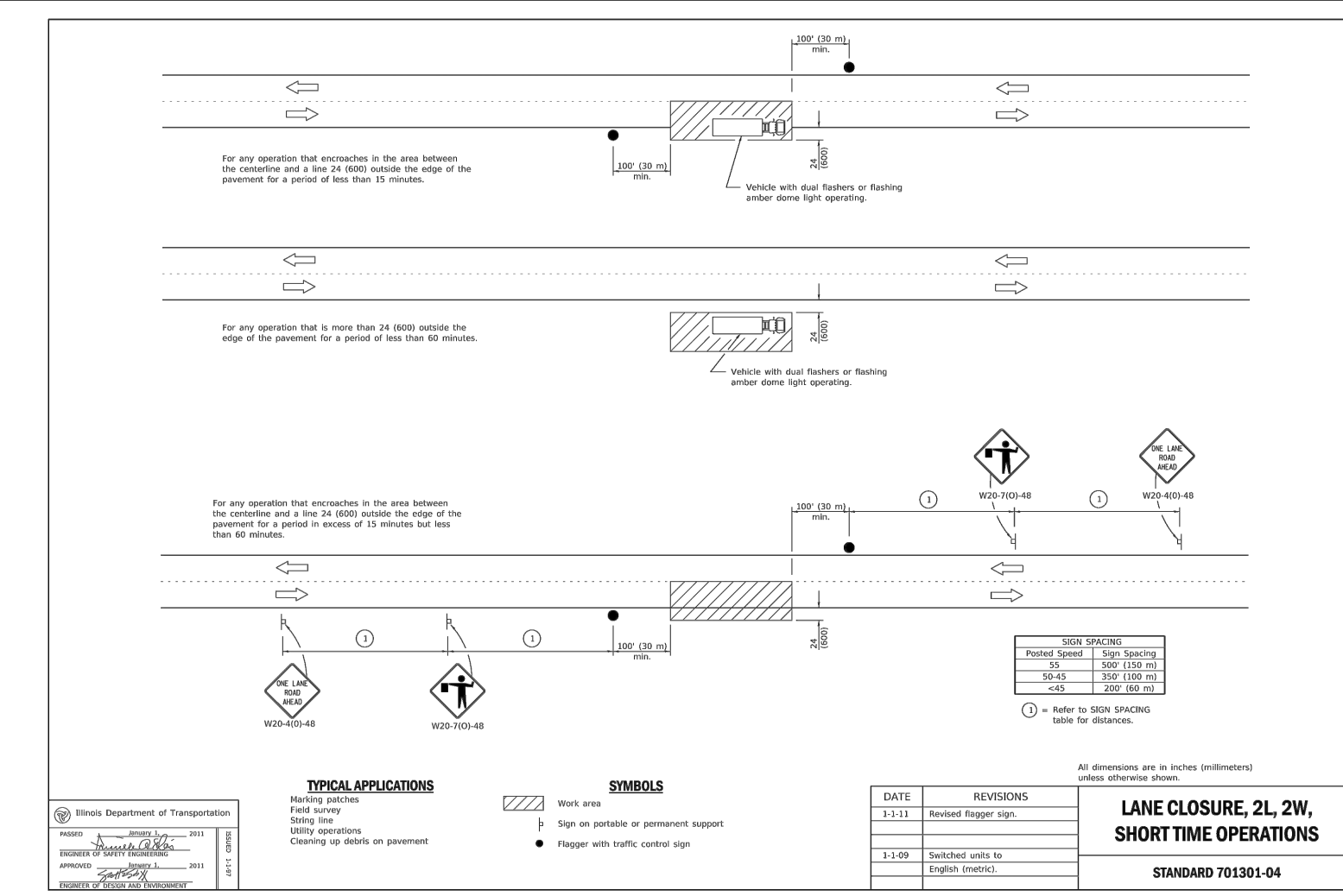
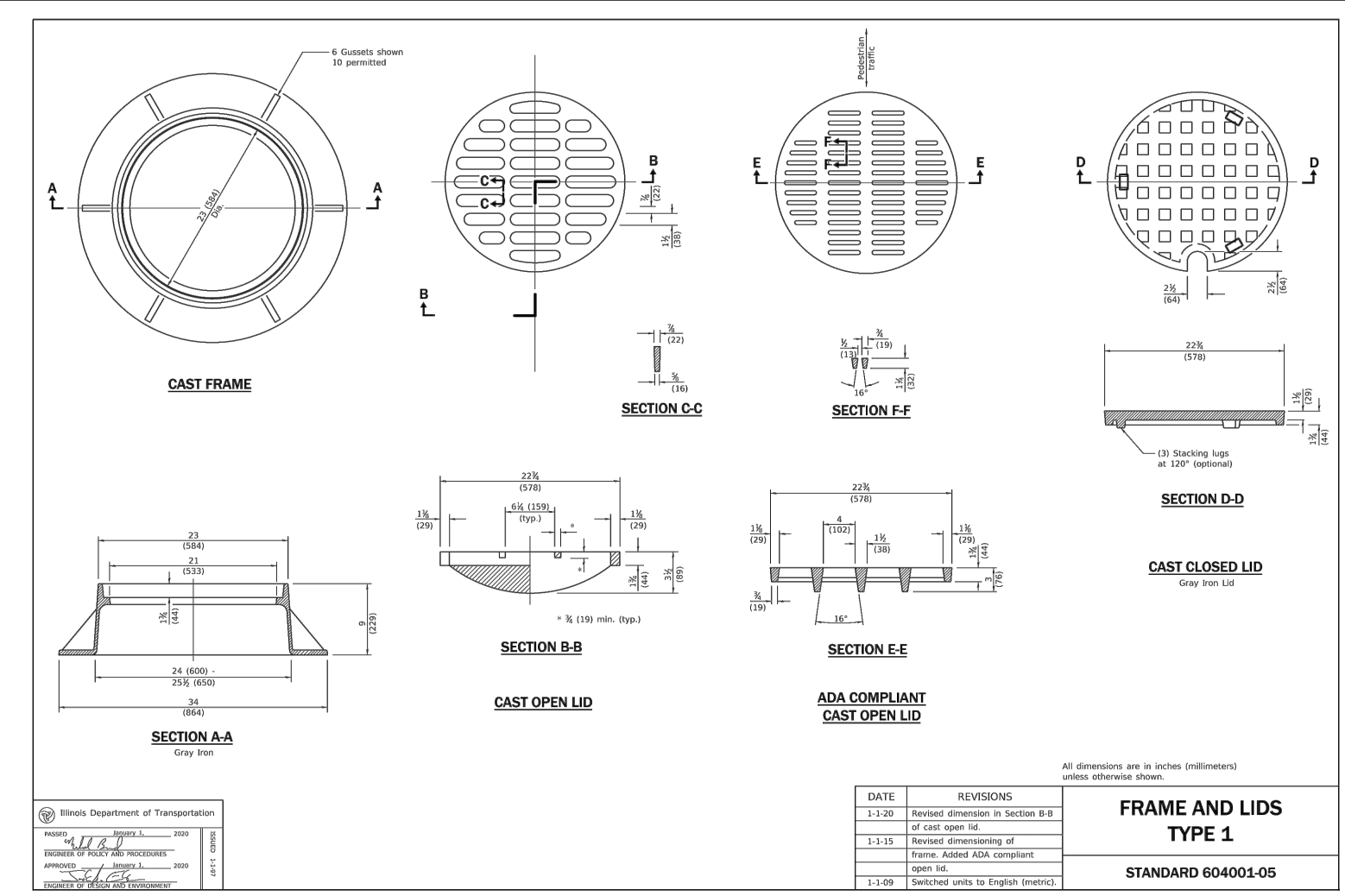
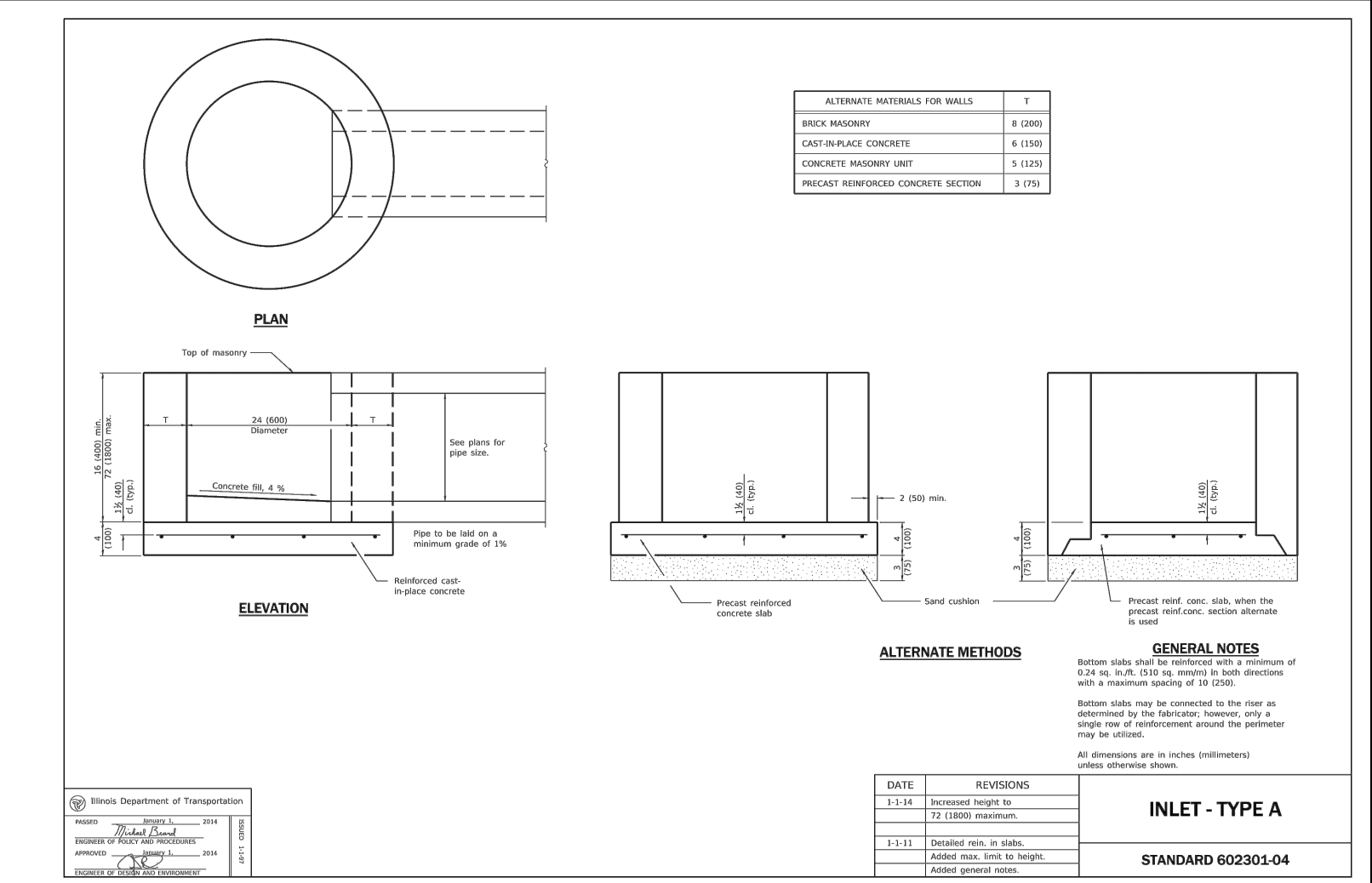
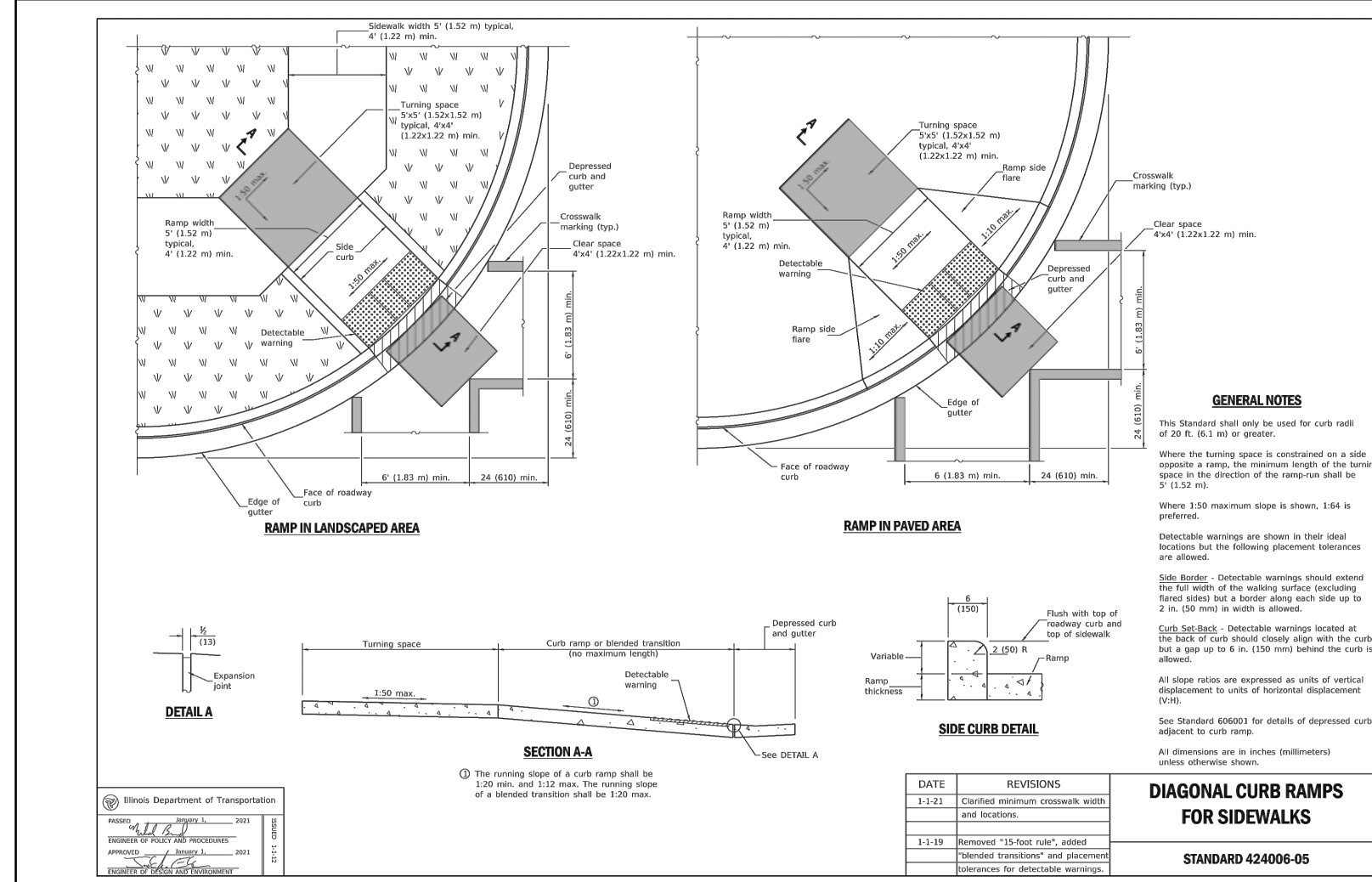
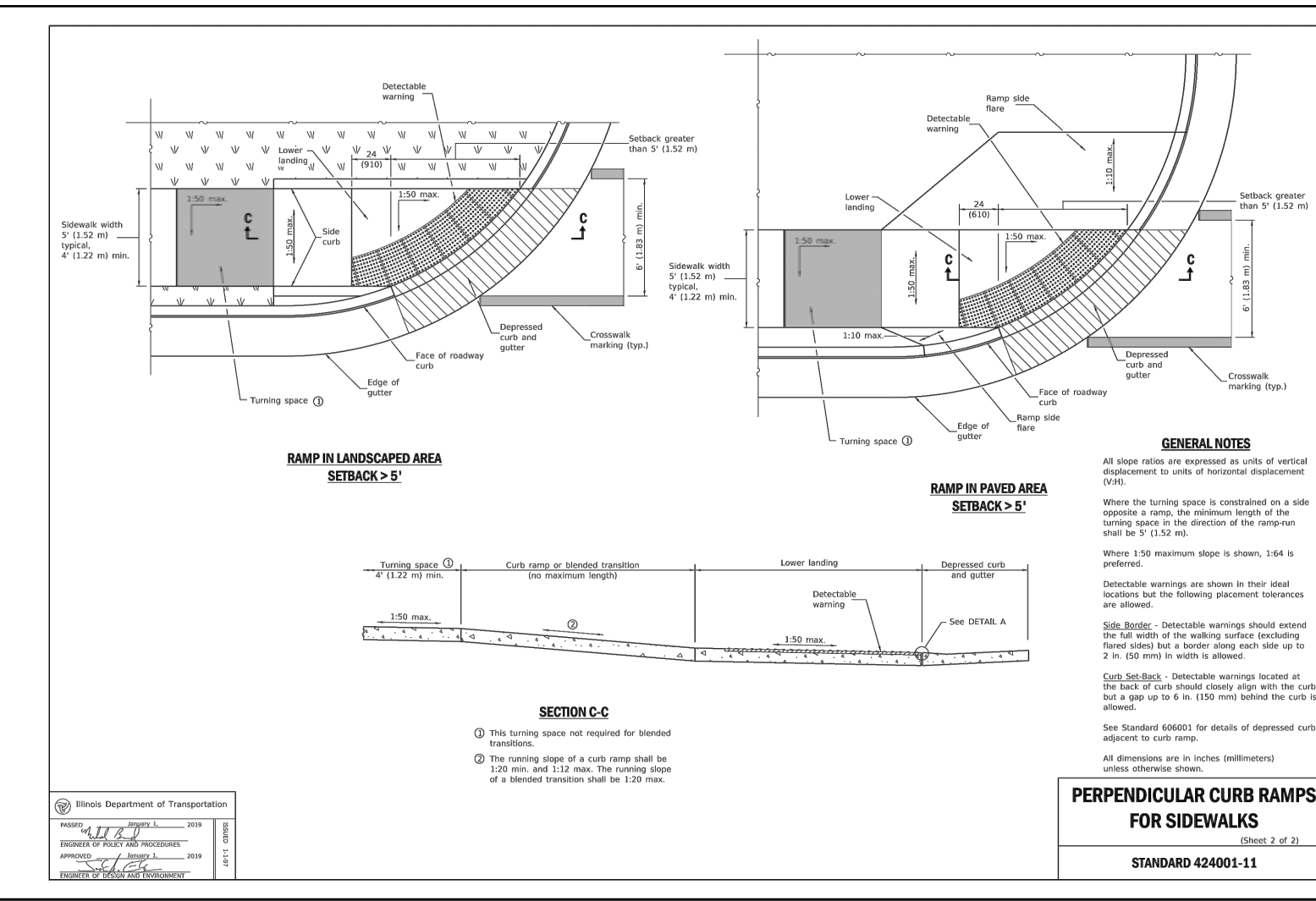
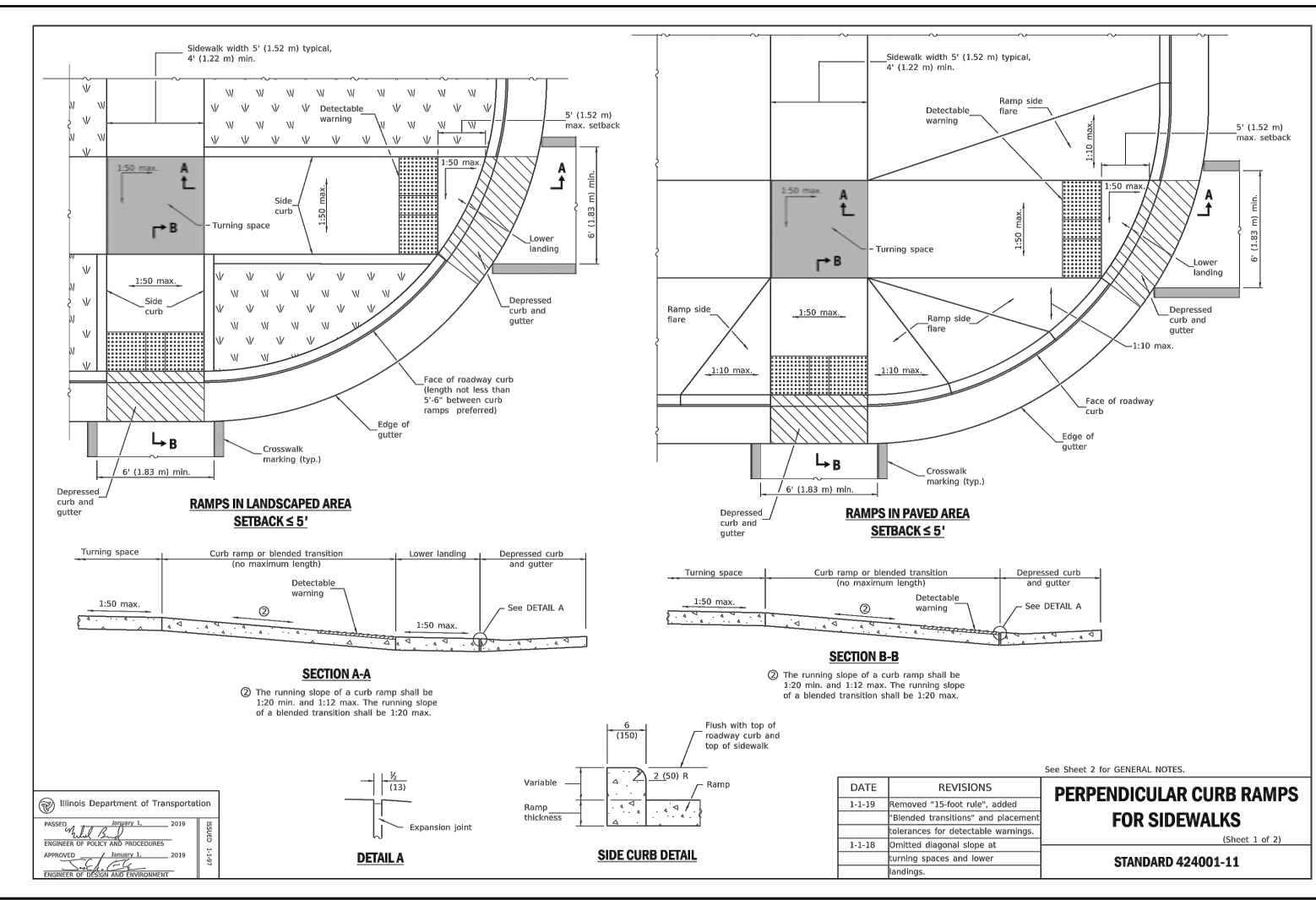
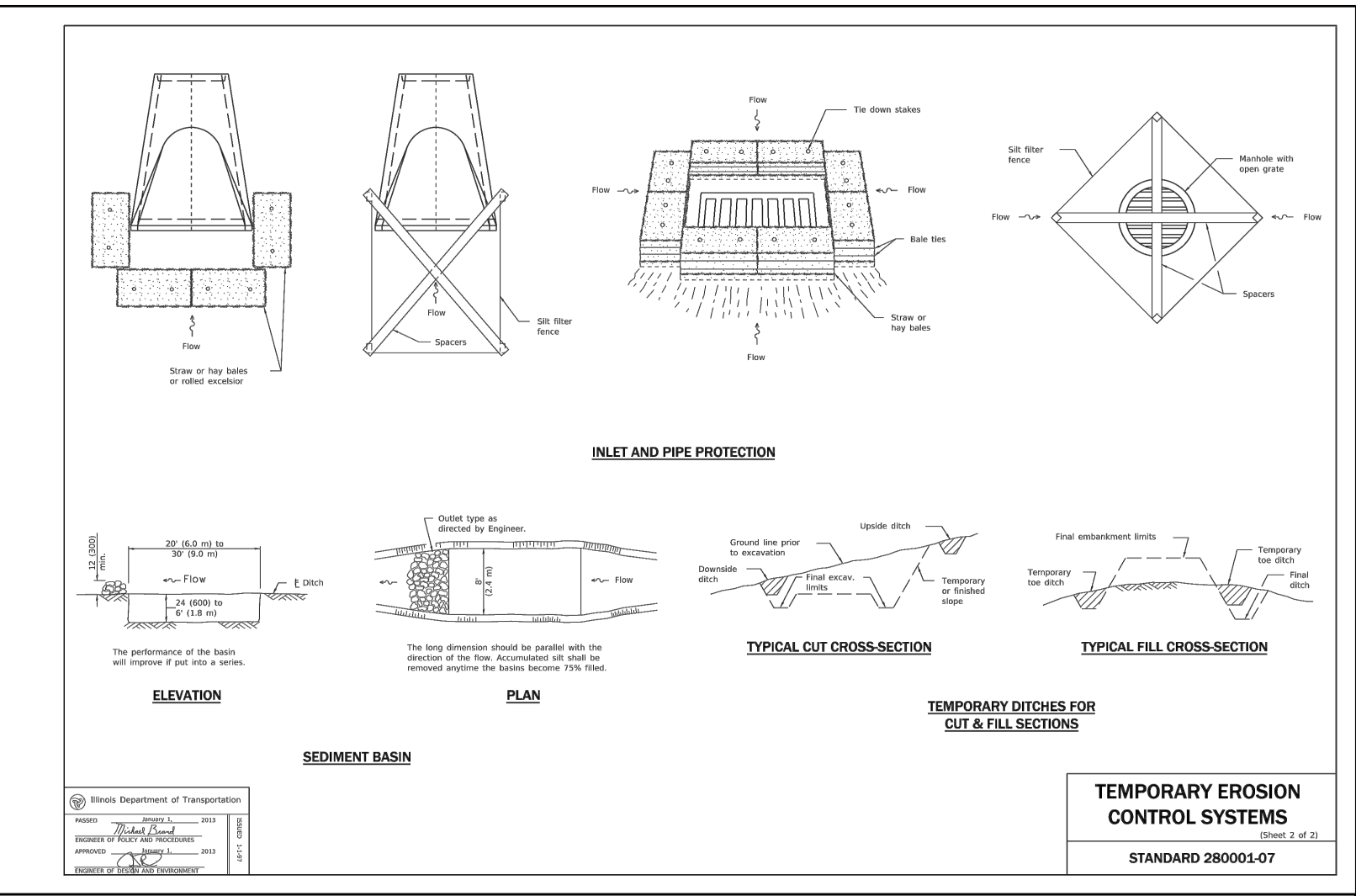
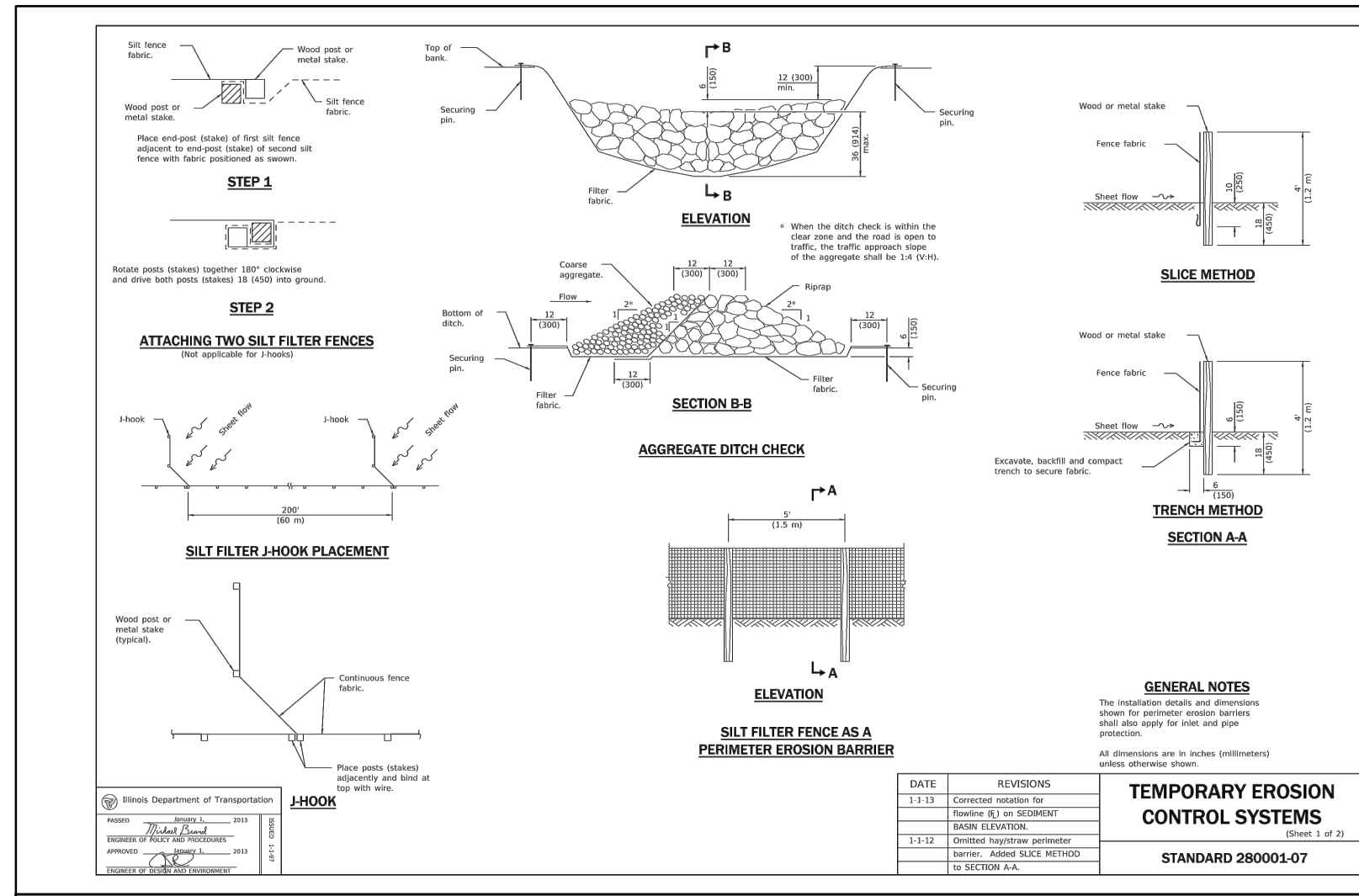
New Fire Station

Wilmington Fire Protection District  
201 N. Kankakee Street, Wilmington IL, 60481

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DETAILS 1

23034 **C-300**



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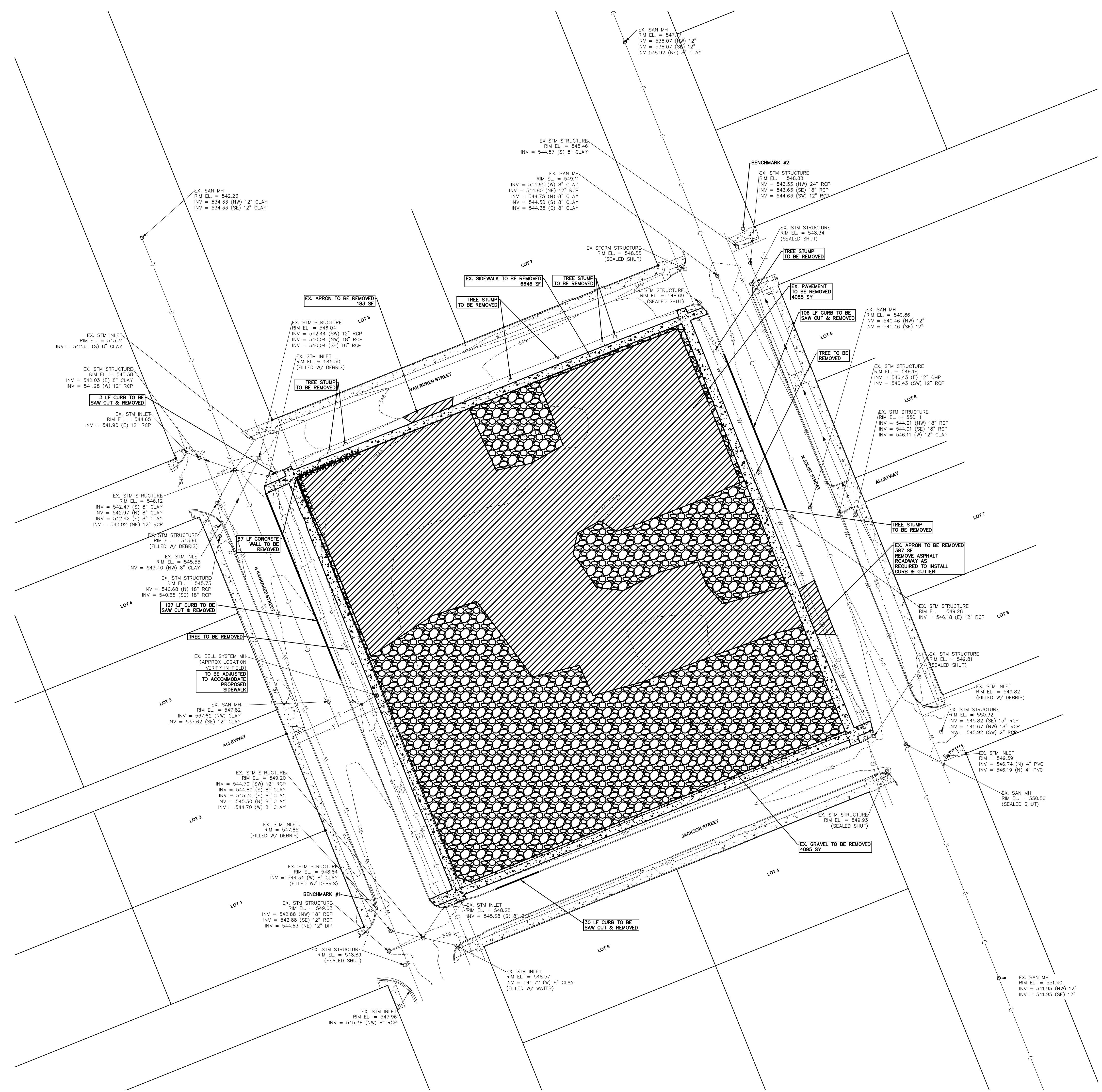
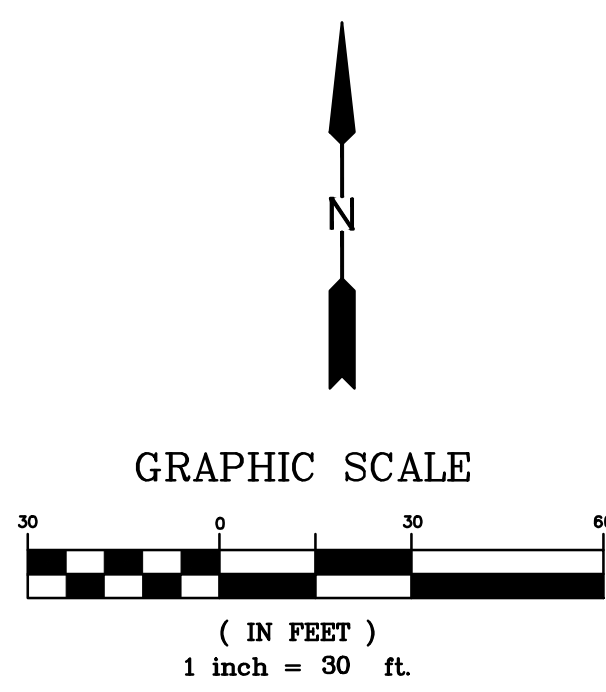
DETAILS 2

C-400

**BENCHMARKS**

BENCHMARK #1:  
NUMBER BOLT ON FIRE  
HYDRANT  
EL. = 550.38

BENCHMARK #2:  
NUMBER BOLT ON FIRE  
HYDRANT  
EL. = 551.24



**HATCH LEGEND**

	PAVEMENT TO BE REMOVED (±5" THICK)
	SIDEWALK TO BE REMOVED
	GRAVEL TO BE REMOVED
	EXISTING SIDEWALK
XXXXXXX	CONCRETE WALL TO BE REMOVED

- NOTES:**
1. THERE IS NO FEMA REGULATORY FLOODPLAIN LOCATED IN THE PROPOSED AREA OF DISTURBANCE PER FEMA FIRM 17197C0417G, REVISED FEBRUARY 15, 2019.
  2. SUBJECT PROPERTY DOES NOT CONTAIN ANY MAPPED WETLANDS PER U.S. FISH AND WILDLIFE NATIONAL WETLAND INVENTORY.
  3. ALL PAVEMENT AND CURB TO BE REMOVED TO BE SAW CUT AT LIMITS.
  4. ALL UTILITIES TO BE REMOVED SHALL BE RELOCATED OR DISCONNECTED BY APPROPRIATE UTILITY COMPANY.



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**EXISTING  
CONDITIONS &  
DEMOLITION  
PLAN**

**C-500**



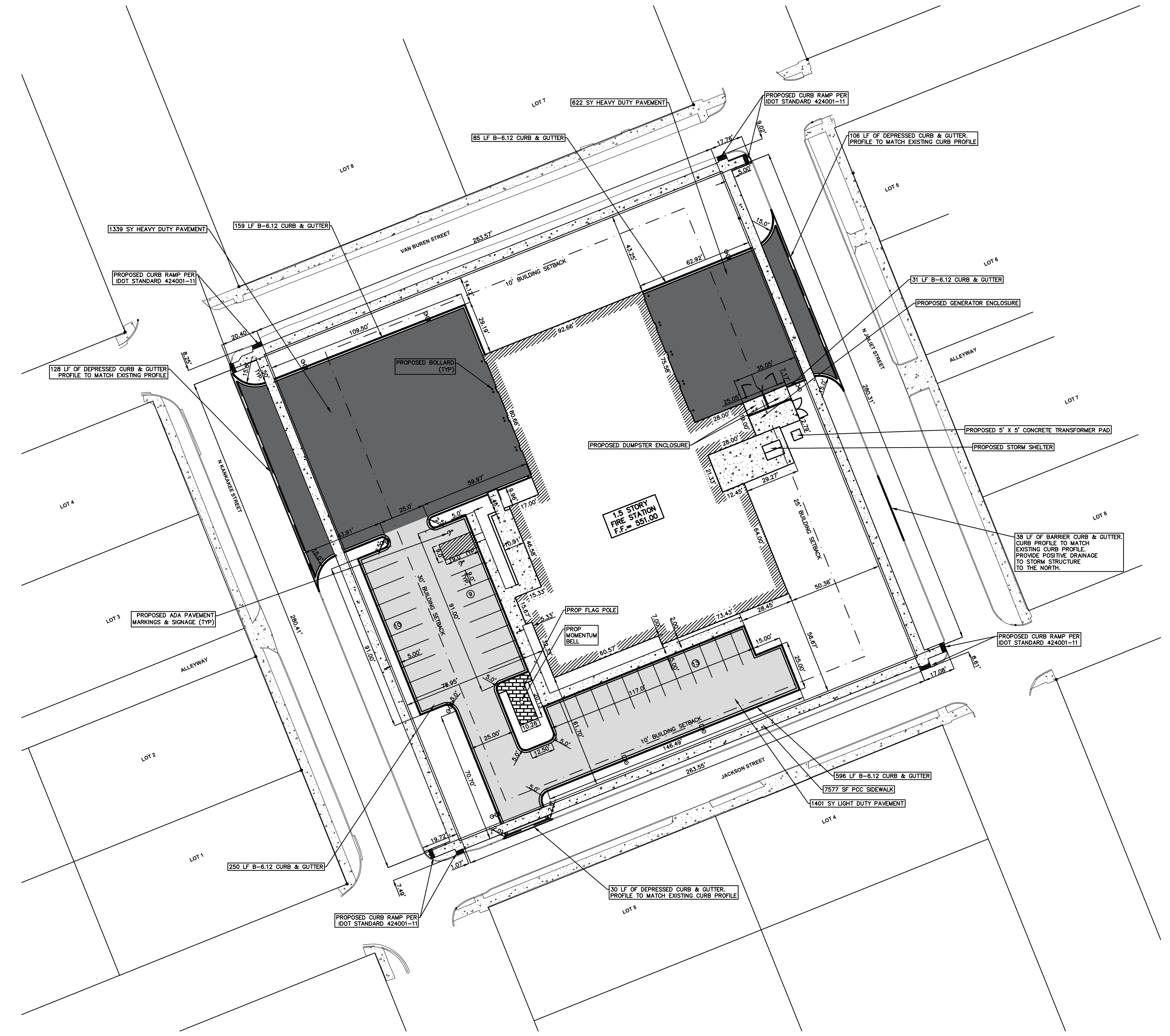
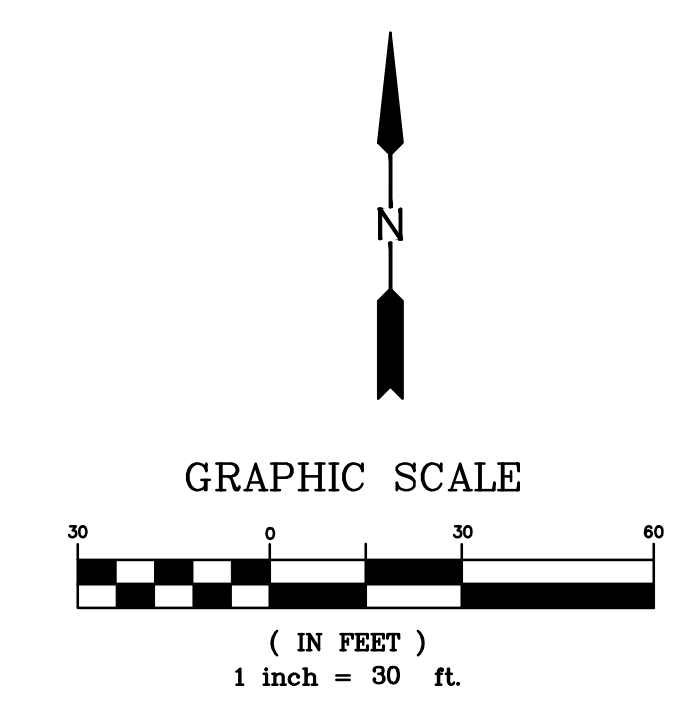
**BENCHMARKS**

BENCHMARK #1  
NUMBER BOLT ON FIRE HYDRANT AT THE  
NORTHWEST CORNER OF THE INTERSECTION  
OF JACKSON AND KANKAKEE STREET,  
SOUTHWEST OF SITE  
ELEVATION=550.38

BENCHMARK #2  
NUMBER BOLT OF FIRE HYDRANT AT THE  
NORTHEAST CORNER OF THE INTERSECTION  
OF VAN BUREN STREET AND JOLIET  
STREET, NORTHEAST OF SITE.  
ELEVATION=551.24



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**SITE DATA**  
TOTAL SITE AREA: 1.696 ACRES  
EXISTING ZONING: R-1  
EXISTING IMPERVIOUS AREA: 1.68 AC (99%)  
PROPOSED IMPERVIOUS AREA: 1.23 AC (73%)

**PARKING SUMMARY**  
• PROPOSED STANDARD PARKING STALLS: 30  
• PROPOSED ADA PARKING STALLS: 2  
• TOTAL PARKING STALLS: 32  
• MAXIMUM NUMBER OF EMPLOYEES PER SHIFT: 15

**HATCH LEGEND**

	PROPOSED LIGHT DUTY PAVEMENT (1363 SY)
	PROPOSED HEAVY DUTY PAVEMENT (2038 SY)
	PROPOSED CONCRETE SIDEWALK
	PROPOSED BRICK WALKWAY

**NOTES:**  
1. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.  
2. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.  
3. ALL CURB TO BE B-6.12 UNLESS NOTED OTHERWISE.  
4. MAXIMUM CROSS SLOPE ON SIDEWALKS TO BE 2%  
5. PROPOSED HANDICAP PARKING STALLS TO HAVE SIGNS & PAVEMENT MARKINGS THAT MEET ADA REQUIREMENTS.

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**GEOMETRY PLAN**

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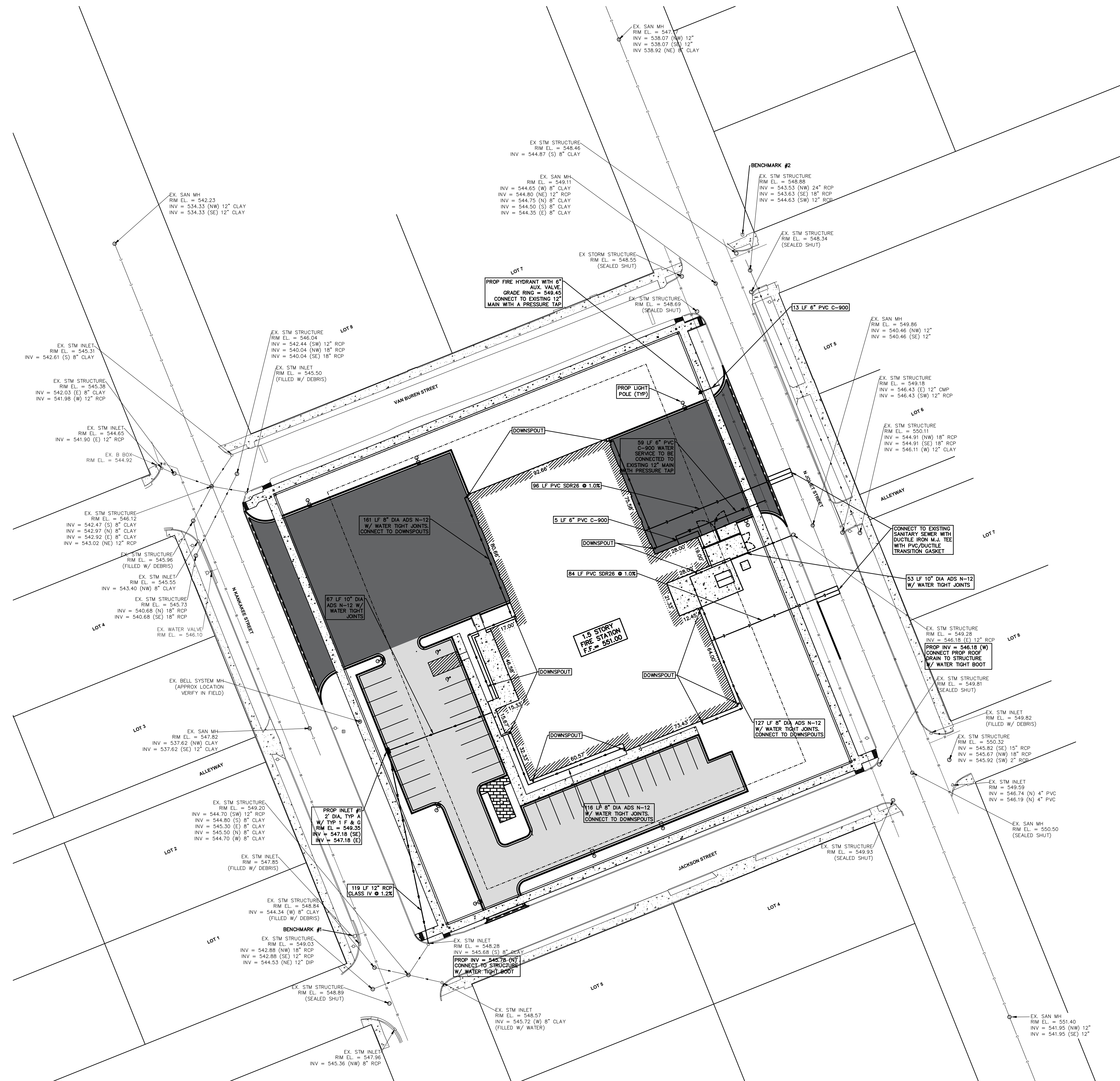
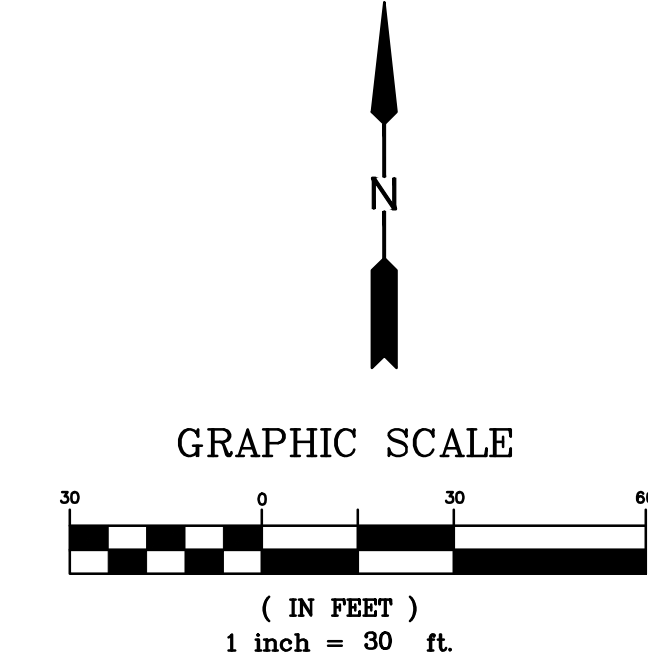
**BENCHMARKS**

BENCHMARK #1:  
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BENCHMARK #2:  
NUMBER BOLT ON FIRE  
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**NOTES:**

- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS, UTILITY CONNECTION POINTS AT THE BUILDING AND TRIPLE BASIN LOCATION AND DETAIL.
- SEE PHOTOMETRIC PLAN BY 2010 ENGINEERING GROUP, LLC (DRAWING NO. 1813-B-1) FOR SITE LIGHTING SPECIFICATIONS, POLE FOUNDATION AND CONDUIT LOCATIONS.
- WATER SERVICE LINE TO BE A MINIMUM OF 5.5' DEEP. WATER AND SANITARY SERVICE TO BE INSTALLED PER REQUIREMENTS IN THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS (8TH EDITION/2020).
- FITTINGS FOR THE DOWNSPOUT COLLECTION SYSTEM TO BE CONSIDERED INCIDENTAL TO THE PROJECT.

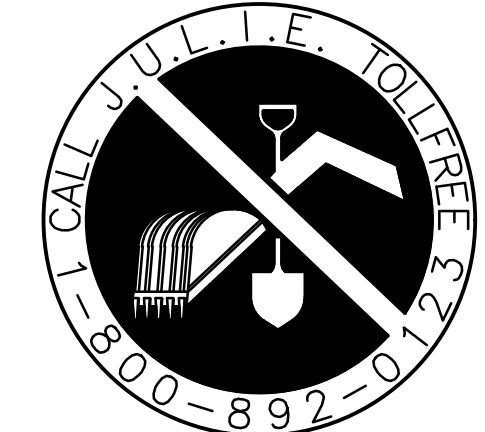
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**UTILITY PLAN**

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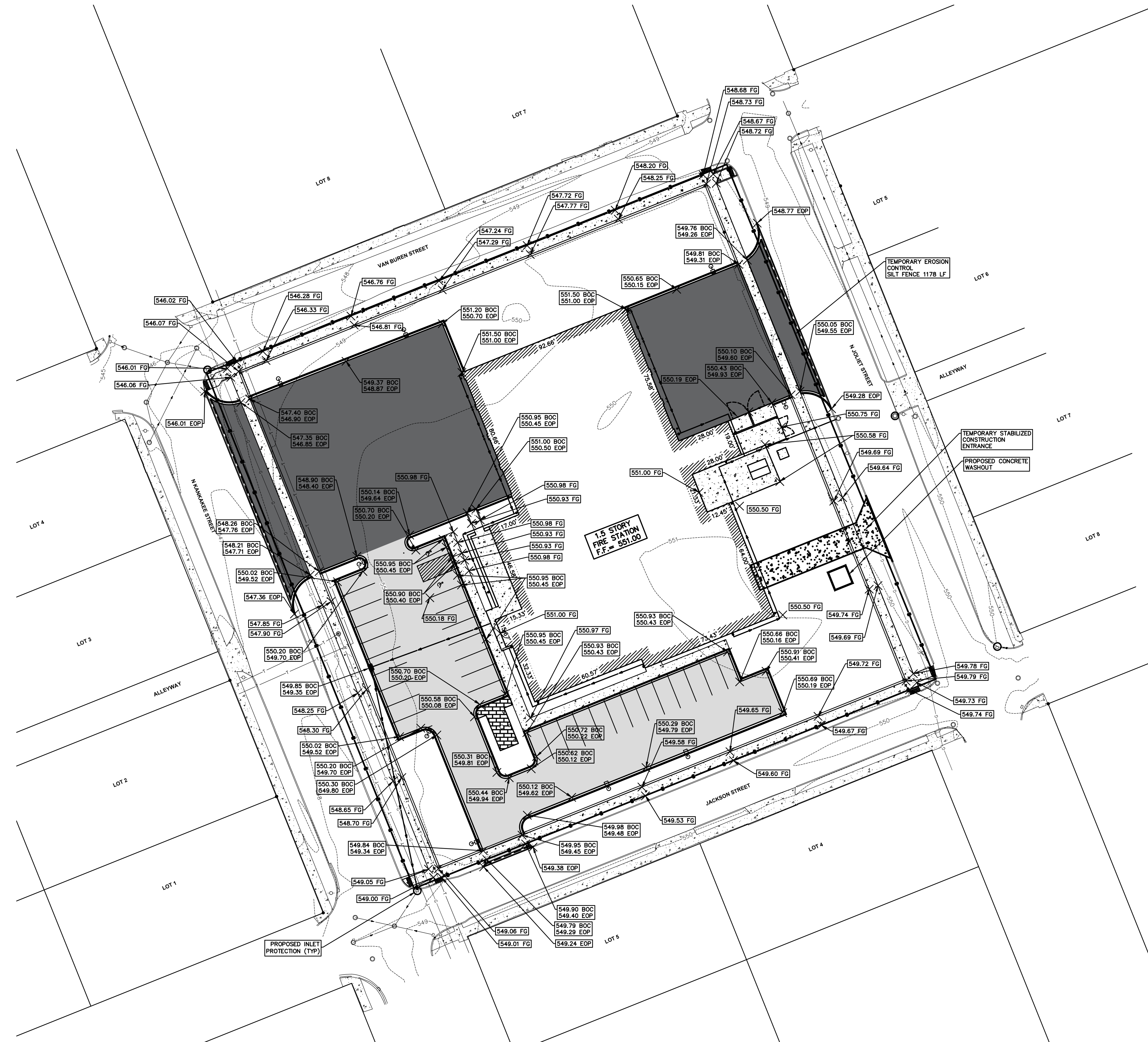
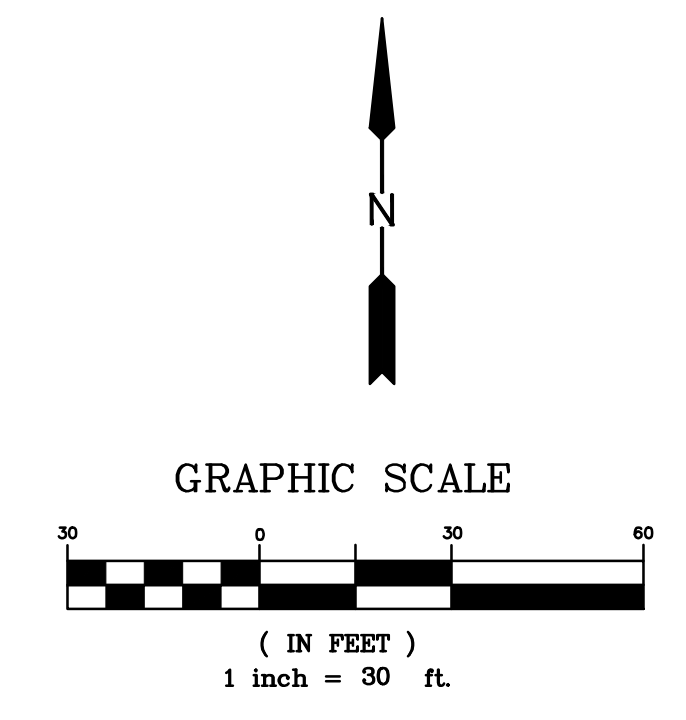
**BENCHMARKS**

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BENCHMARK #2:  
NUMBER BOLT ON FIRE  
HYDRANT  
EL. = 551.24



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**NOTES:**

1. THE SITE DOES NOT HAVE ANY REGULATORY FLOODPLAIN PER FEMA FIRM NUMBER 17197C0417G, REVISED FEBRUARY 15, 2019.
2. THE SITE DOES NOT HAVE ANY MAPPED WETLANDS PER THE U.S. FISH AND WILDLIFE SERVICES NATIONAL WETLANDS INVENTORY MAP.
3. CONTRACTOR TO PROVIDE NECESSARY PROTECTION TO EXISTING UTILITIES. ANY DAMAGE TO THE EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR.
4. ANY FIELD TILES DISCOVERED DURING EXCAVATION SHALL BE ROUTED AROUND THE AREA OF THE PROPOSED WORK.
5. CONTRACTOR TO FOLLOW ALL ILLINOIS URBAN MANUAL REQUIREMENTS FOR SEDIMENT AND EROSION CONTROL AS REQUIRED BY THE SCOPE OF WORK.
6. MAXIMUM CROSS SLOPES OF PROPOSED SIDEWALKS TO BE 2%.
7. IF GROUND DISTURBANCE IS GREATER THAN 1 ACRES, AN IEPA NOTICE OF INTENT IS REQUIRED. CONTRACTOR IS REQUIRED TO KEEP A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN ON SITE AT ALL TIMES DURING CONSTRUCTION.
8. ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED OR LANDSCAPED SHALL BE RESTORED WITH 6" OF TOPSOIL, IDOT CLASS 1 SEED AND FERTILIZED.
9. CONTRACTOR IS RESPONSIBLE TO KEEP OFF-SITE ROADWAYS CLEAN OF SILT AND DEBRIS. OFFSITE ROADWAYS SHALL BE CLEANED DAILY OR AS DIRECTED BY MUNICIPAL ENGINEER.

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New Fire Station

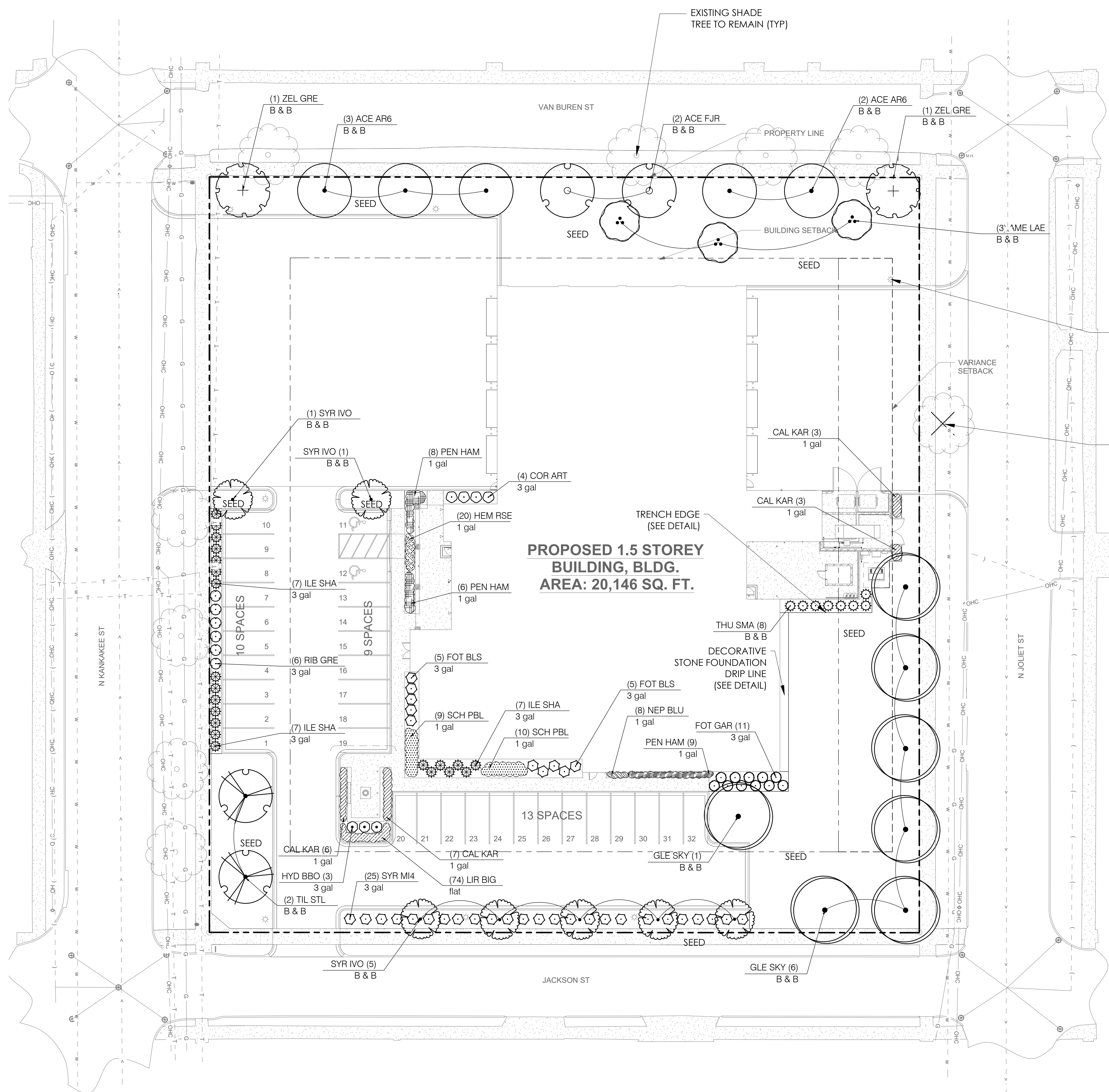
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**GRADING &  
EROSION  
CONTROL  
PLAN**

**C-800**





**PLANT SCHEDULE**

TREES	BOTANICAL / COMMON NAME	CONT	SIZE	QTY	REMARKS
ACE FJR	Acer rubrum Frank Jr. / Redpoint® Maple	B & B	2.5' Cal	2	
ACE AR6	Acer x freemani 'Armstrong' / Armstrong Freeman Maple	B & B	2.5' Cal	5	
AME LAE	Amelanchier laevis / Allegheny Serviceberry	B & B	4' H	3	Multi-Stem
GLE SKY	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	B & B	2.5' Cal	7	
SYR IVO	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	B & B	2.5' Cal	7	
TIL STL	Tilia tomentosa 'Sterling' / Sterling Silver Linden	B & B	2.5' Cal	2	
ZEL GRE	Zelkova serrata 'Green Vase' / Green Vase Sawleaf Zelkova	B & B	2.5' Cal	2	
SHRUBS	BOTANICAL / COMMON NAME	CONT	SIZE	QTY	REMARKS
COR ART	Cornus sericea 'Arctic Fire' / Arctic Fire Dogwood	3 gal	18" H	4	
FOT GAR	Fothergilla gardenii / Dwarf Fothergilla	3 gal	18" H	11	
FOT BLS	Fothergilla x intermedia 'Blue Shadow' / Blue Shadow Fothergilla	3 gal	18" H	10	
HYD BBO	Hydrangea paniculata 'LVOBO TM' / Bobo Panicle Hydrangea	3 gal	18" H	3	
ILE SHA	Ilex glabra 'Shamrock' / Inkberry	3 gal	18" H	21	
RIB GRE	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	3 gal	18" H	6	
SYR M14	Syringa x prestoniae 'Minuet' / Lilac	3 gal	18" H	25	
THU SMA	Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae	B & B	4' H	8	
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	SPACING	QTY	REMARKS
CAL KAR	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal	36" o.c.	19	
HEM RSE	Hemerocallis x 'Ruby Sentinel' / Ruby Sentinel Daylily	1 gal	18" o.c.	20	
LIR BIG	Liriope muscari 'Big Blue' / Big Blue Lilyturf	flat	12" o.c.	74	
NEP BLU	Nepeta x faassenii 'Blue Wonder' / Blue Wonder Catmint	1 gal	18" o.c.	8	
PEN HAM	Pennisetum atopourdos 'Hameln' / Hameln Dwarf Fountain Grass	1 gal	36" o.c.	23	
SCH PBL	Schizachyrium scoparium 'Prairie Blues' / Prairie Blues Little Bluestem	1 gal	36" o.c.	19	
SEED	Premium Bluegrass, Fescue, Ryegrass Mix with Lightweight Erosion Control Blanket			17,500 SF	



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New Fire Station

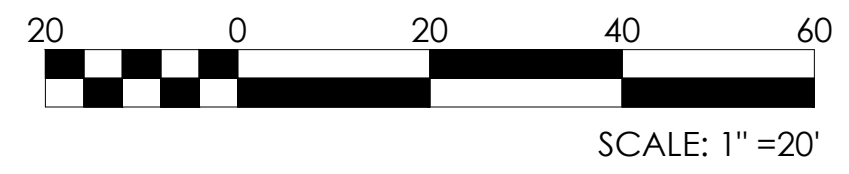
Wilmington Fire Protection District  
201 N. Kankakee Street, Wilmington IL, 60481



**NO**

ISSUE	DATE
• 25% Review Set	• 10.16.2023
• 60% Review Set	• 10.30.2023
• 90% Review Set	• 11.17.2023
• 98% Review Set	• 12.14.2023

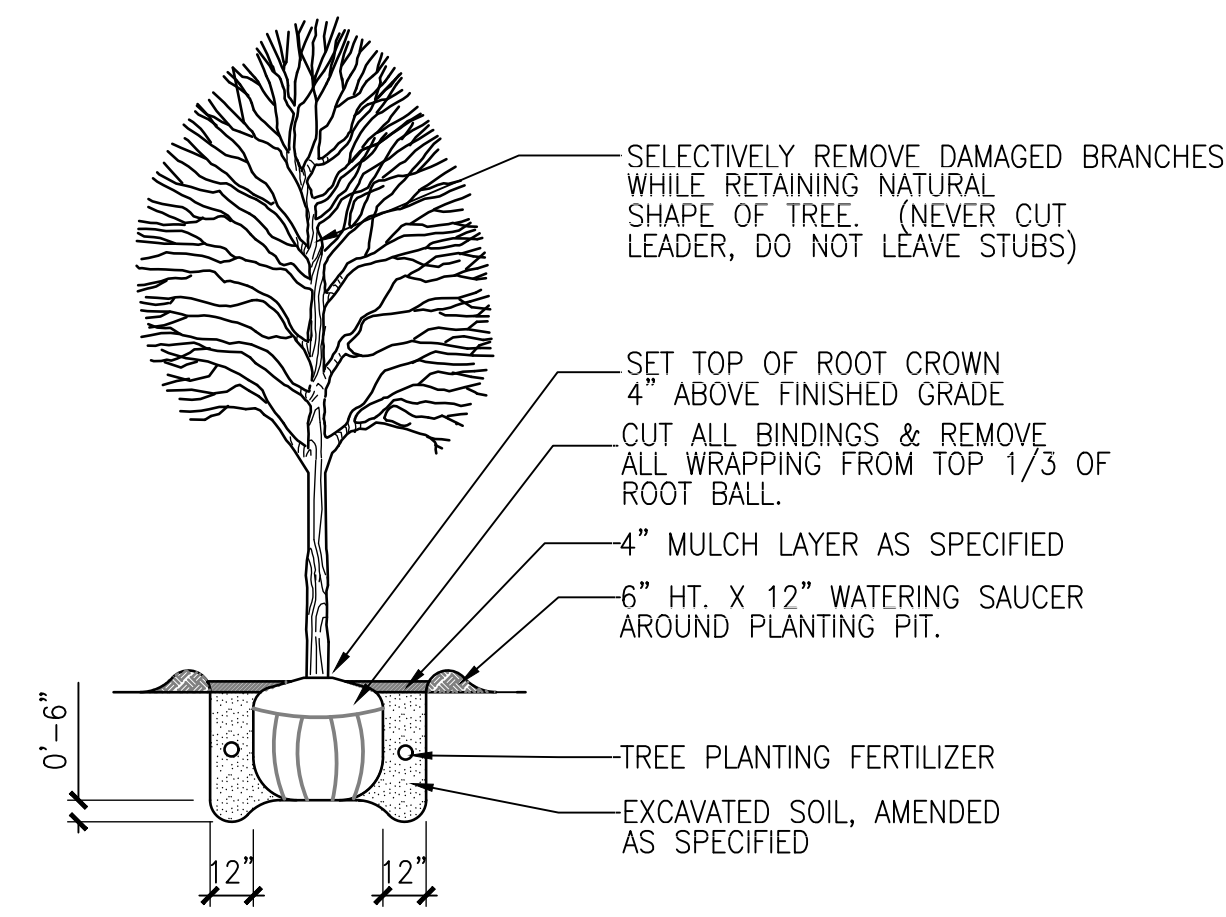
LANDSCAPE PLAN



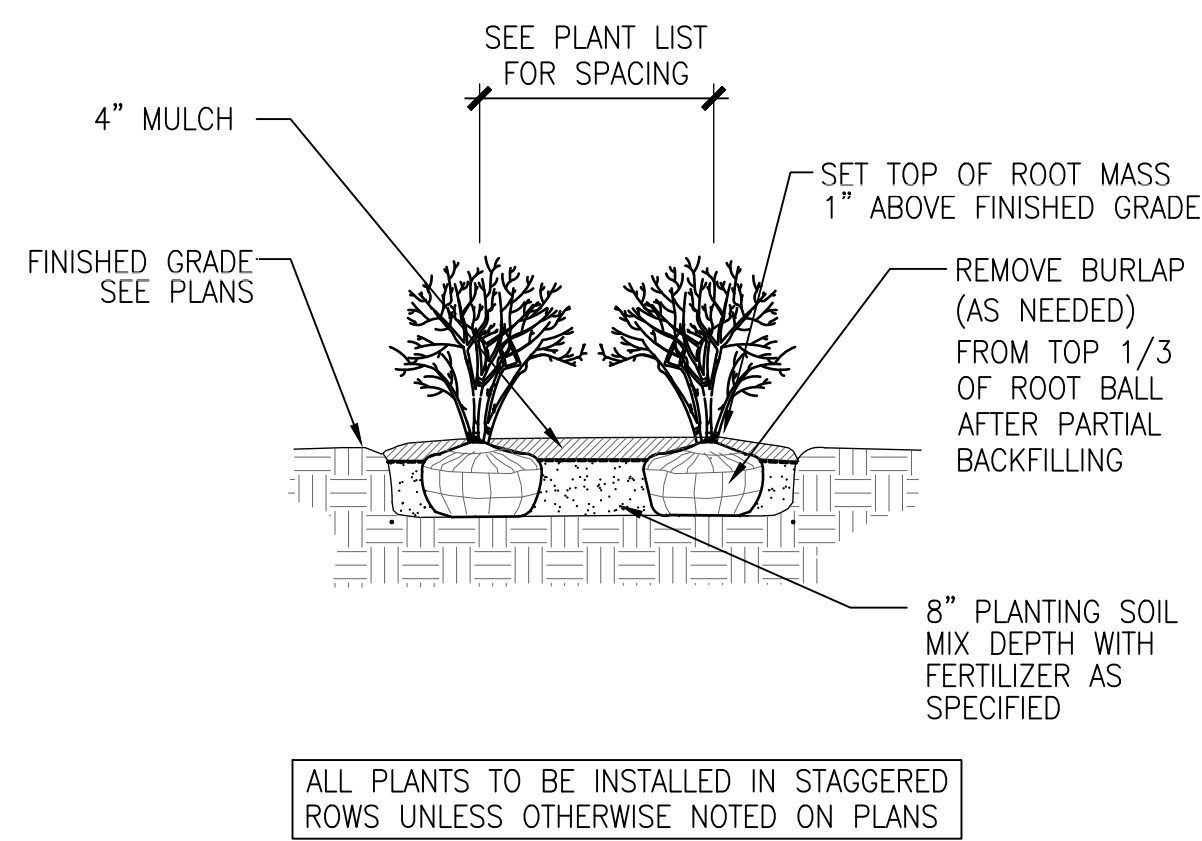
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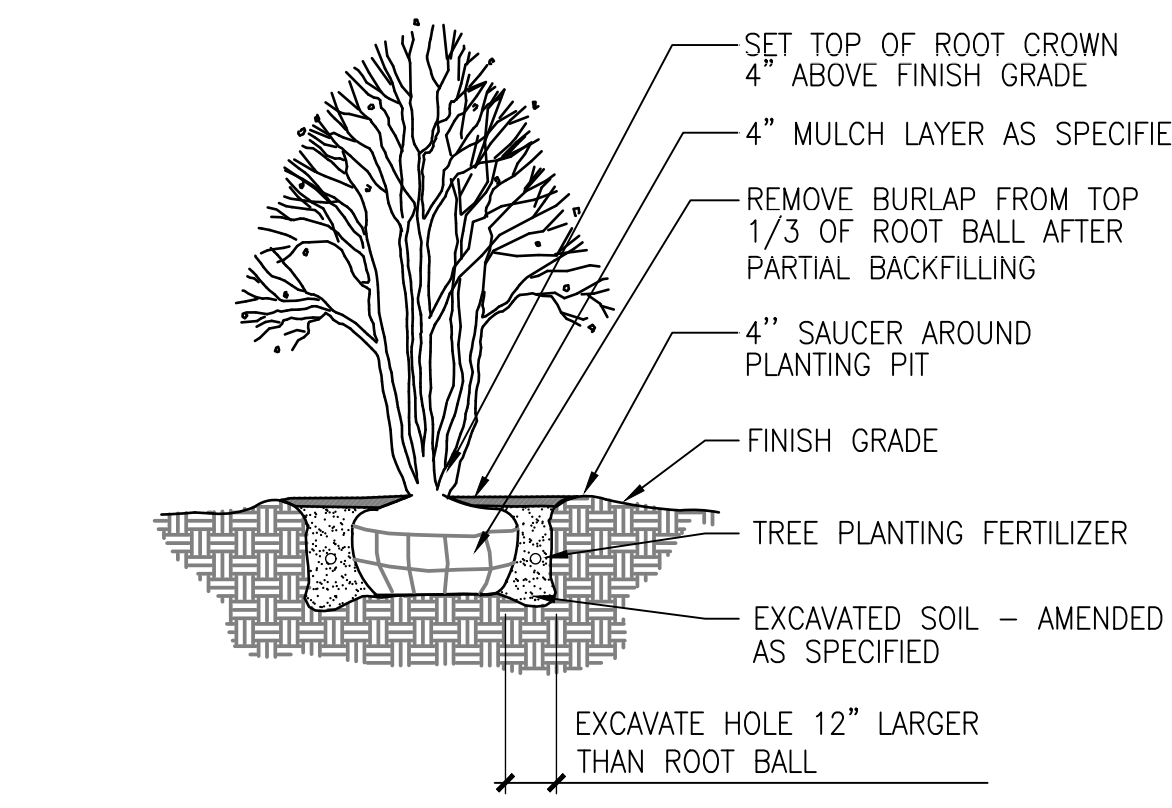




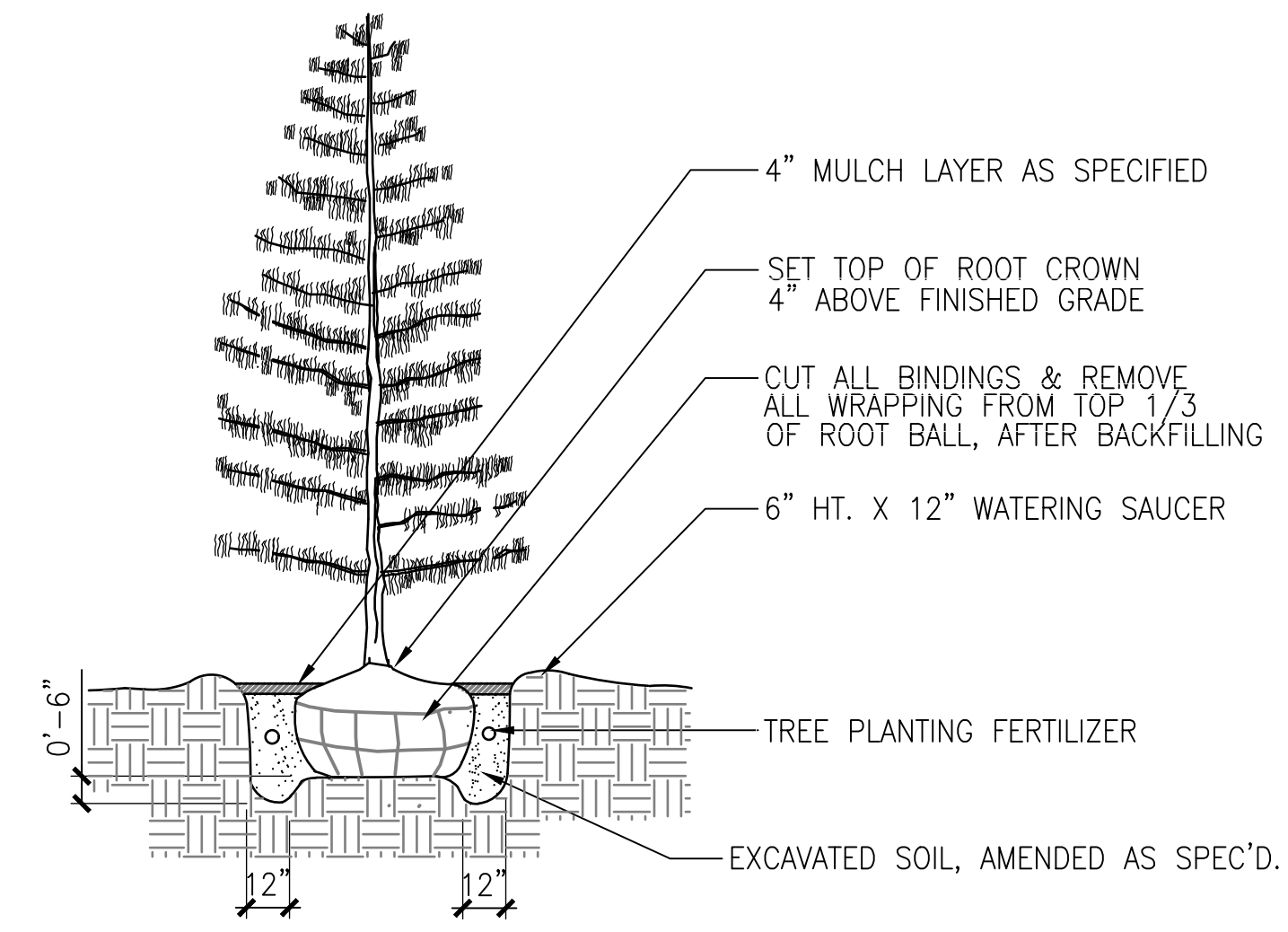
SHADE TREE PLANTING  
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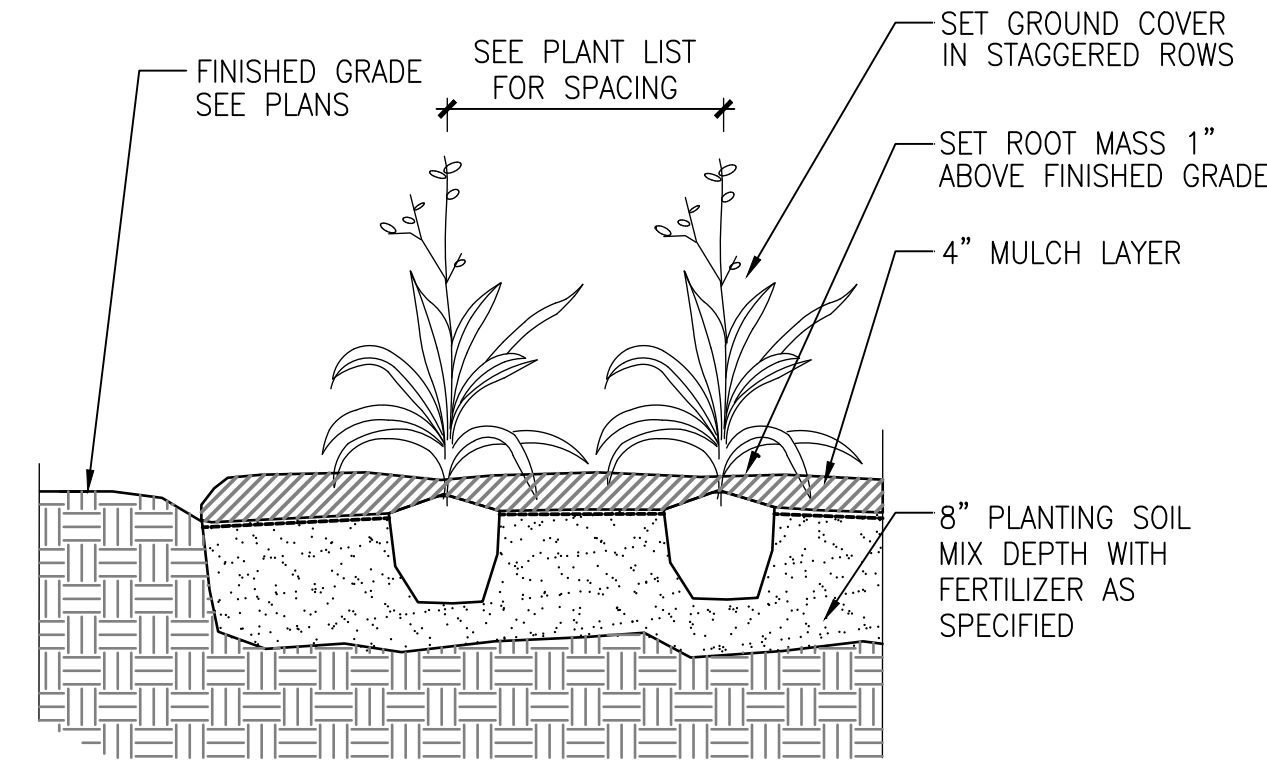
SHRUB PLANTING  
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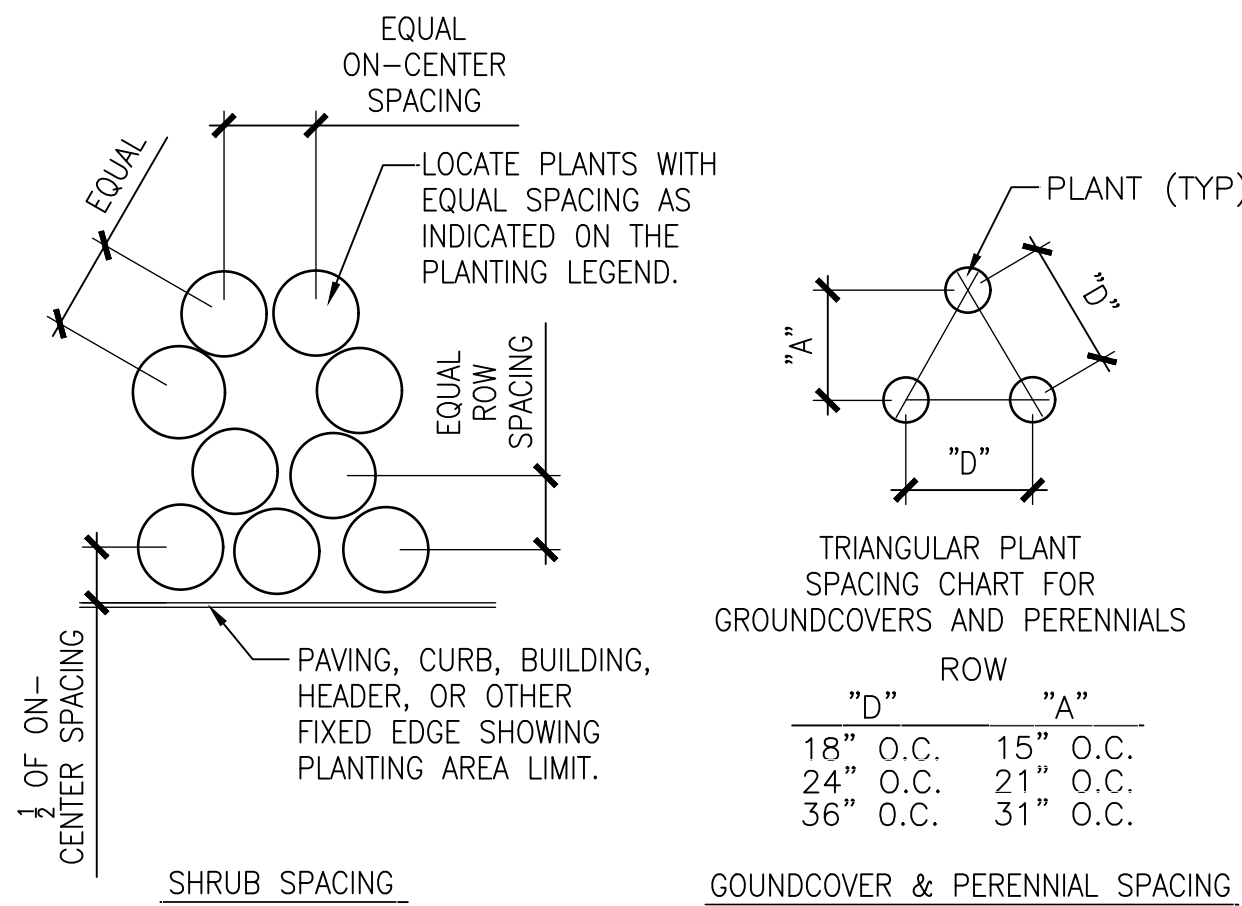
ORNAMENTAL TREE PLANTING  
SCALE: 1/4"=1'-0" DT-ornamentaltree-gyn



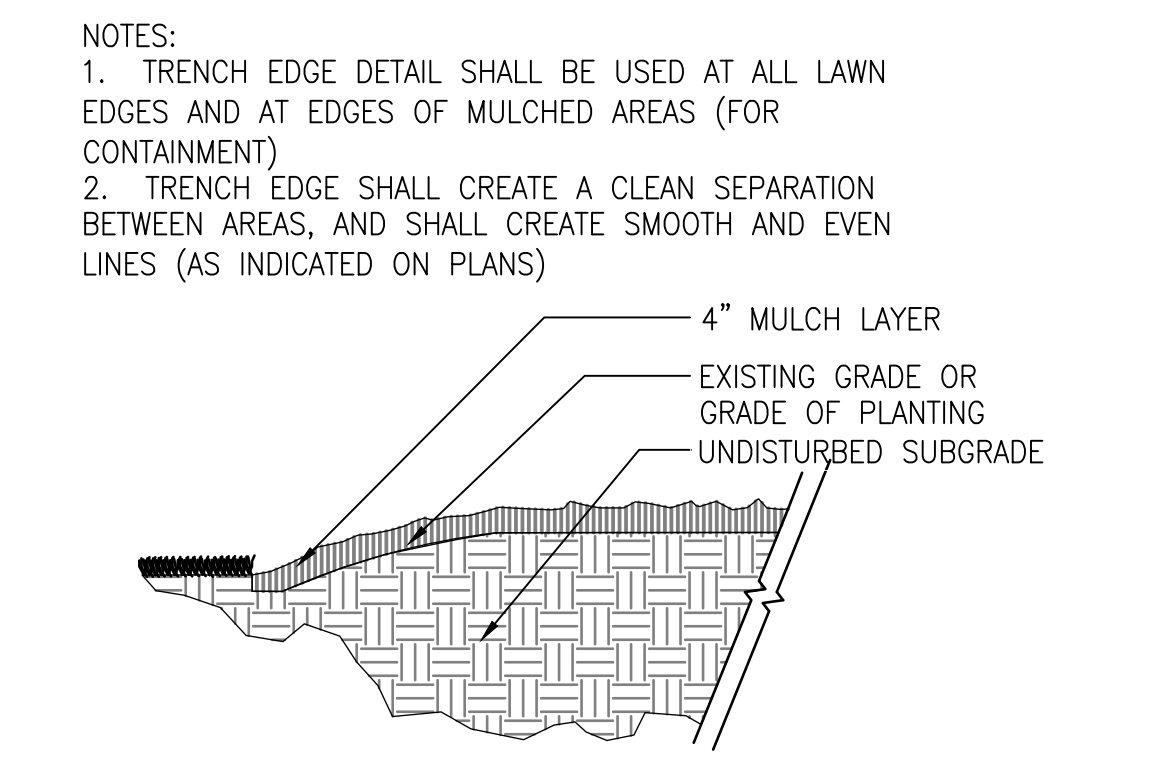
EVERGREEN TREE PLANTING  
SCALE: 1/4"=1'-0" DT-evergreen-gyn



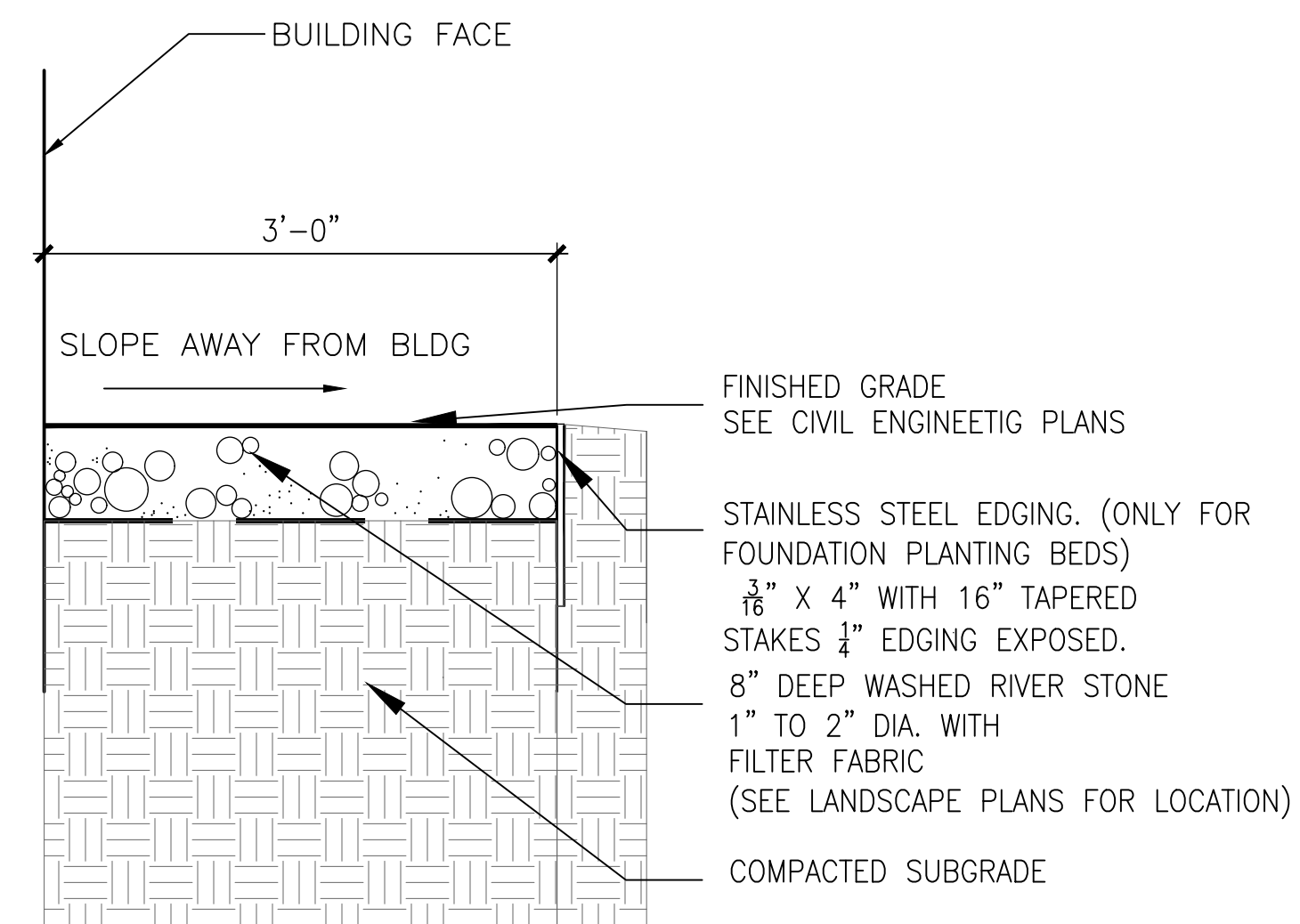
GROUNDCOVER PLANTING  
SCALE: 1"=1'-0" DT-groundcover-gyn



PLANT SPACING DETAIL  
SCALE: 1/2"=1'-0" DT-plantspacing-gyn



TRENCH EDGE DETAIL  
SCALE: 1"=1'-0" DT-trench-gyn



STONE FOUNDATION DRIP EDGE  
SCALE: N.T.S. DT-stone-gyn

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES AND STRUCTURES. SEE CONSTRUCTION NOTES.
- DO NOT WILLFULLY PROCEED WITH PLANTINGS AS DESIGNED WHEN IT IS OBVIOUS THAT OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING THE DESIGN PROCESS. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY NECESSARY REVISIONS AND COSTS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AND/OR SUPPLIERS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.
- THE LANDSCAPE CONTRACTOR IS TO RECEIVE THE SITE AT +/- 1/10TH OF AN INCH. THE LANDSCAPE CONTRACTOR SHALL OBTAIN A LETTER OF GRADE FROM THE GENERAL CONTRACTOR PRIOR TO BEGINNING WORK.
- REFER TO SPECIFICATIONS FOR PLANTING REQUIREMENTS, MATERIALS, AND EXECUTION.
- ALL TREES SHALL BE TAGGED BY THE PROJECT MANAGER AT A NURSERY SELECTED BY THE LANDSCAPE CONTRACTOR OR AT THE DISCRETION OF THE PROJECT MANAGER.

PLANTING NOTES  
SCALE: N.T.S. DT-plantnote-gyn

- FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL OF THE PROJECT MANAGER PRIOR TO DIGGING ANY HOLES. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROJECT MANAGER ADEQUATE ADVANCE NOTICE FOR ON-SITE APPROVALS. THE LANDSCAPE CONTRACTOR IS TO FOLLOWING BEFORE BEGINNING INSTALLING PLANTINGS:
- SHRUBS - LAY OUT THE ACTUAL CONTAINERS ON-SITE BEFORE DIGGING HOLES.
- TREES - STAKE THE LOCATIONS BEFORE DIGGING HOLES. ANY TREE PLANTED WITHOUT ITS FINAL LOCATION APPROVED BY THE PROJECT MANAGER MAY BE REQUESTED TO BE RELOCATED AT THE SOLE EXPENSE OF THE LANDSCAPE CONTRACTOR.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AT LEAST 48 HOURS IN ADVANCE PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT OBSERVATION SCHEDULES.
- IF CONFLICTS ARISE BETWEEN THE ACTUAL SIZE OF AREAS ON THE SITE AND THE DRAWINGS, CONTACT THE PROJECT MANAGER FOR RESOLUTION.
- IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANTS FREE OF PESTS AND/OR DISEASES. PRE-SELECTED OR "PROJECT MANAGER TAGGED" PLANT MATERIAL MUST BE INSPECTED BY THE LANDSCAPE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO WARRANTY ALL PLANT MATERIAL PER THE SPECIFICATIONS.

- GROUNDCOVERS AND SHRUBS ARE TO BE TRIANGULARLY SPACED UNLESS INDICATED ON THE PLANS.
- ALL TREES WITHIN A SPECIES SHALL HAVE MATCHING FORM, UNLESS OTHERWISE NOTED.
- ALL TREES, SHRUB AND GROUNDCOVER AREAS (EXCLUDING TURF AND SLOPE AREAS) ARE TO BE MULCHED PER DETAILS.
- ALL MULCH TO BE DOUBLE SHREDDED HARDWOOD MULCH, BROWN IN COLOR MINIMUM 4" THICK.
- TREES SHALL BE SET BACK A MINIMUM OF TEN FEET (10') HORIZONTALLY FROM UTILITY STRUCTURES, INCLUDING, BUT NOT LIMITED TO, MANHOLES, VALVE VAULTS, VALVE BOXES, FIRE HYDRANTS, TRANSFORMERS AND SWITCH CANS. TREES SHALL BE SET BACK A MINIMUM OF FIVE (5') HORIZONTALLY FROM SANITARY SEWER AND WATER SERVICES. CONTRACTOR TO MAKE NECESSARY ADJUSTMENTS UNDER THE APPROVAL OF OWNER.
- PLANTING RESTRICTIONS: PLANT DURING ONE OF THE FOLLOWING PERIODS. COORDINATE PLANTING PERIODS WITH MAINTENANCE PERIODS TO PROVIDE REQUIRED MAINTENANCE FROM DATE OF SUBSTANTIAL COMPLETION.
  - SPRING PLANTING: 5/1 - 6/15
  - FALL PLANTING: 9/15 - 12/1



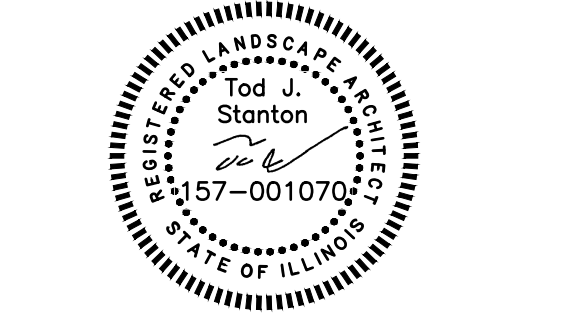
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LANDSCAPE DETAILS

SECTION 02920 - LANDSCAPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Retain or delete this article in all Sections of Project Manual.

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Furnish all trees, shrubs, and other plant materials, labor equipment, and non-plant materials required to complete installation of planting indicated on the Landscape Drawings and Details.

Furnish all soil preparation, fertilizer, soil mulching, trees, shrubs, groundcovers, sodding, bed mulching, labor and equipment required to landscape all areas as indicated on the Landscape Drawings.

B. Section Includes:

- 1. Trees
2. Shrubs
3. Perennials
4. Annuals
5. Ornamental grasses
6. Mulch
7. Pruning
8. Guying and Staking
9. Landscape Edging
10. Tree Watering Devices
11. Seeding.
12. Hydros seeding.
13. Sodding.
14. Plugging.
15. Meadow grasses and wildflowers.
16. Turf renovation.
17. Erosion-control material(s).

C. Related Requirements (If Used):

- 1. Section 02231 "Tree Protection and Trimming" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
2. Section 02810 "Design-Build Irrigation System".
3. Section 02300 "Earthwork".

1.3 ALLOWANCES

A. Perform planting work under quantity allowances and only as authorized. Authorized work includes work required by Drawings and the Specifications and work authorized in writing by the Project Manager.

B. Notify Project Manager weekly of extent of work performed that is attributable to quantity allowances.

C. Furnish trees as part of tree allowance.

1.4 UNIT PRICES

A. Work of this Section is affected by unit prices specified in Section 01270 "Unit Prices."

B. Unit prices apply to authorized work covered by quantity allowances.

C. Unit prices apply to additions to and deletions from the Work as authorized by Change Orders.

1.4 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Ball and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

D. Finish Grade: Elevation of finished surface of planting soil.

E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

F. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

G. Planting Area: Areas to be planted

H. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. Plant; Plants; Plant Material: The terms refer to vegetation in general, including trees, shrubs, vines, groundcovers, ornamental grasses, bulbs, plugs, or herbaceous vegetation.

I. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

J. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

K. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.6 COORDINATION

A. Coordination with turf areas (lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

- 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.7 SUBMITTALS

A. Qualification Data: For landscape installer.

B. Product Data: For each type of product.

- 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
2. Plant Photographs: Include color photographs in digital format of each species and size of plant materials as it will be furnished to the Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include scale rod or other measuring device in each photograph. For species where more than ten (10) plants are required, include a minimum of three (3) photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full botanical name of the plant, plant size, and name of the growing nursery.

C. Grower or Nursery Certifications

- 1. All State, Federal, or other certificates shall be submitted to the Project Manager prior to acceptance of plant material along with other information showing the source or origin.
2. Current grower or nursery certifications indicating that all contractor supplied plant material is healthy, vigorous, and free from insects, pests, plant diseases, and injuries.

D. Certification of Topsoil Mixture: Submit topsoil mix test reports to Project Manager for review. If existing material is to be re-used, topsoil to be tested and reviewed by Project Manager

E. Certification of each sod/seed mixture. Include identification of source and name and telephone number of supplier.

F. Product Certificates: For fertilizers, from manufacturer.

G. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

H. Samples: Submit physical samples of each of the following materials for approval. All samples shall be submitted in a one quart, clear, plastic bag (Ziploc type) or appropriate container. Submittals must be made prior to commencing any activities. All samples shall be clearly labeled with the following information.

- Project Name Site Improvements
• Material name as shown on plans and specifications
• Supplier or distributor's name
• Supplier or distributor's product name and/or order number

Required samples are as follows

- 1. Mulch
2. Compost

I. Slow-Release, Tree-Watering Device: One (1) unit of each size required.

J. Edging Materials and Accessories:

- 1. Manufacturer's product information sheet.
2. 12" length of Manufacturer's standard size, to verify color selected.

1.8 CONSTRUCTION SCHEDULE

A. Prior to beginning installation of the landscape, the Contractor is to submit a project construction schedule to the Project Manager for approval. The schedule should include the areas and types of construction to be undertaken and the sequence which will be used to accomplish the completion of the project. Schedule must be submitted prior to commencing any activities.

B. At the completion of the work, furnish three (3) copies of written maintenance instructions to the Owner for maintenance and care of the landscaping. Instructions shall include directions for irrigation, weeding, pruning, fertilization, and spraying as required for continuance of proper maintenance through a full growing season and dormant period.

C. Guarantee of Warranty: At completion of work, furnish written guarantee, and warranty, to the Owner based on the requirements of this section.

1.9 QUALITY ASSURANCE

A. Reference Standards

- 1. U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act and equal in quality to standards for Certified Seed.
2. Requirements for measurements, grading, branching, quality, and the baling and burlapping of plants listed in the plant list shall follow the current issue of American Standards for Nursery Stock issued by the American Association of Nurserymen, Inc. (ANSI-Z 60.1-1990)
3. Plants shall equal or exceed the measurements specified in the plant list, which are minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.
B. Quality of Materials
1. All materials shall be subject to inspection and approval. The Project Manager reserves the right to reject at any time or place, prior to acceptance, the work and all materials which in the Project Manager's opinion fails to meet these specification requirements.
2. Inspection is primarily for quality, however, other requirements are not waived even though visual inspection at the place of growth shall not preclude the right of rejection at the site. Inspection may be made periodically during installation of materials, at completion, and at the end of guarantee periods by the Project Manager. Plants shall have a habit of growth that is normal for the species. They shall be healthy, vigorous, and free from insect pests, plant diseases, and injuries. All plant material shall be inspected stock conforming to all State and Federal Regulations.
3. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.
4. Other Plants: Measure with stems, petioles, and foliage in their normal position.

C. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.

- 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
2. Experience: Five years' experience in landscape installation in addition to requirements in Section 01400 "Quality Requirements."
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
a. Landscape Industry Certified Technician - Exterior.
b. Landscape Industry Certified Horticultural Technician.
5. Pesticide Applicator: State licensed, commercial.

D. Plant Material Observation: Project Manager may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Project Manager may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

- 1. Notify Project Manager of sources of planting materials five days in advance of delivery to site.

E. Vandalism: The Contractor will not be responsible for malicious destruction of plantings after final acceptance of the project. He will, however, be responsible for replacement of vandalized materials stored but not yet installed, and vandalized material prior to final acceptance. All cases of vandalism shall be promptly reported to the Owner. The Contractor shall inform the Owner in writing if additional protection must be installed to protect the landscaping from damage after installation.

1.1 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping

- 1. Deliver fertilizer to site in original unopened containers bearing the manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State law. Notify Project Manager of delivery schedule in advance so material may be inspected upon arrival at the job site.
2. Deliver packaged materials in original, unopened containers showing weight, analysis and name of manufacturer, and indication of compliance with state and Federal laws, if applicable. Provide copies of delivery receipts for materials to be incorporated into the construction to the Project Manager as deliveries are made. Materials to be accounted for include: fertilizers, soil amendments, peat moss, manure, grass seed, plant tabs, and mulch.
3. Plants shall be containerized with limbs bound, properly wrapped and prepared for shipping in accordance with recognized standard practice. The root system shall be kept moist and plants shall be protected from adverse conditions due to climate and transportation, between the time they are dug and actual planting.
4. Each plant shall be identified by means of a grower's label affixed to the plant. The grower's label shall give the data necessary to indicate conformance to specifications. Use durable waterproof labels with water resistant ink which will remain legible for at least 60 days. Notify the Project Manager prior to delivery of plant materials to the site so that a pre-planting inspection may be made or indicate delivery schedule in advance so plant material may be inspected upon arrival at job site, whichever is more appropriate. Grower's labels shall be removed prior to the walk through for initial acceptance.
5. Do not prune trees and shrubs before delivery.
6. Handle planting stock by root ball. Do not drop plants. Do not lift plants by the trunk, stems, or foliage. The ball of the plant shall be natural, and the plant shall be handled by the ball at all times. All plants shall be protected at all times from drying out or other injury. Minor broken and damaged roots shall be pruned before planting.

B. Acceptance at Site

- 1. Remove unacceptable plant material immediately from job site.
2. Major damage shall be cause for rejection.
3. No balled or burlapped plant shall be accepted if the ball is broken or the trunk is loose in the ball.

C. Storage and Protection

- 1. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, shade), protect from weather and mechanical damage, and keep roots moist.
a. Heel-in bare-root stock. Soak roots that are in less than moist conditions in water for two hours. Reject plants with dry roots.
b. Set balled stock on ground and cover ball with soil, peat moss, mulch, or other acceptable material.
c. Do not remove container-grown stock from containers before time of planting.
d. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.
2. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as they destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
3. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
a. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
4. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
5. Protect all existing and newly planted trees, shrubs, and groundcover within the areas of construction and related excavation as herein specified. Provide suitable barricades and/or fences as required.
6. Store bulbs in a dry place at 60 to 65 deg. F (16 to 18 deg. C) until planting.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

- 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.11 PROJECT CONDITIONS

A. The Contractor must examine the subgrade upon which work is to be performed, verify subgrade elevations, observe the conditions under which work is to be performed, verify suitability of the soil and notify the Project Manager in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Project Manager. Commencement of work shall mean acceptance of the site conditions.

B. Existing Conditions

- 1. The site will be provided to the contractor within +/-0.2 foot finish grades.
2. Utilities - Determine location of underground utilities and perform work in a manner which will avoid possible damage. Do not permit heavy equipment such as trucks, rollers, or bulldozers to damage utilities. Hand excavate when called for to minimize the possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned. Any damage to utilities that may result in spite of protective measures must be completely corrected and repaired by the Contractor at no additional cost to the Owner.

1.12 SEQUENCING AND SCHEDULING

A. Planting Schedule

Schedule each type of landscape work required during the normal season for such work in the area of the site. Establish dates for each type of work and establish a completion date. Correlate work with specified maintenance periods to provide maintenance until accepted by the Owner. Do not depart from the accepted schedule, except with written authorization. Submit request to the Project Manager for changes in the planting schedule. When delays in the planting schedule are unavoidable, include documentation of the reason for delay.

B. Plant trees and shrubs during normal season for such work in the location of the project.

C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

D. Coordination with Lawns

Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to the Project Manager. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.



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Table with columns: NO, ISSUE, DATE. Contains review set dates.

LANDSCAPE SPECIFICATIONS

LP1.02





# DECEMBER 19, 2023 CONSENT AGENDA ITEMS

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

1. Approval of the Regular Meeting Minutes from December 5, 2023
2. Approval of the Accounts Payable Report
3. Approve Ordinance No. 23-12-19-02, An Ordinance for the Levy and Collection of Taxes for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024
4. Approve the 2023 TIF District Pay As You Go Increase for the Eligible Construction Cost
5. Approve Pay Request #2 & Final in the amount of \$12,406.46 made to Gallagher Asphalt Corp for the Water Street Reconstruction Project
6. Approve Pay Request #2 & Final in the amount of \$29,565.57 made to Gallagher Asphalt Corp for the FY 2023-2024 MFT Maintenance
7. Approve the Purchase of the Described Signs from Roadway Signs, as Quoted for \$12,776
8. Approve Ordinance No. 23-12-19-03, An Ordinance Amending Chapter 93 Article 4 of the City of Wilmington Code of Ordinances to Regulate Open Burning
9. Approve Ordinance No. 23-12-19-04, An Ordinance Regarding the Illinois Paid Leave for All Workers Act for the City of Wilmington
10. Approve Resolution 2023-13, A Resolution to Dispose of Surplus Property (2004 GMC Sierra 3500)
11. Approve the Purchase of Residential Water Meters from Utility Pipe Sales for a Total Cost of \$30,900
12. Approve the Temporary Site License for Power Agreement at 601 E. Kankakee River Drive with New Cingular Wireless PCS, LLC

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL  
DECEMBER 5, 2023**

MAYOR BEN DIETZ CALLED TO ORDER THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL AT 7:00 P.M.

**ROLL CALL**

After the pledge of allegiance, the following answered to Roll Call: Alderpersons Kevin Kirwin, Dennis Vice, Ryan Knight, Leslie Allred, Jonathan Mietzner, Thomas Smith, and Todd Holmes. Absent Ryan Jeffries. The number present constitutes a quorum.

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

**CITIZENS COMMENT**

No comments were made.

**CONSENT AGENDA**

1. Approval of the Regular Meeting Minutes from November 21, 2023
2. ~~Approval of the Accounts Payable Report~~ No report for tonight's meeting.

Aldersperson Kirwin made a motion and Aldersperson Holmes seconded to approve the Consent Agenda for the December 5, 2023, City Council meeting as presented

Upon roll call, the vote was:

**AYES:**        7 Kirwin, Holmes, Allred, Knight, Mietzner, Smith, Vice

**NAYS:**        0

**ABSENT:**    1 Jeffries

The motion carried.

**MAYOR'S REPORT**

Mayor Dietz made the following announcement:

- Will County DOT will be hosting a public information meeting related to improvements on Wilmington-Peotone Road on December 6th at City Hall from 4 PM to 7 PM
- Two public hearings will be held at the Planning & Zoning Commission on December 7<sup>th</sup> – one for the Consolidated Pipe & Supply annexation and the other for the new construction of the Wilmington Fire Protection District building. This meeting begins at 5 PM.
- The City is hosting its Holiday Open House for its employees, elected officials, and commissioners. This will be on December 7<sup>th</sup> from 6 PM to 9 PM at the VFW.
- When reporting matters related to (illegal) parking, please inform the Police Department rather than the Code Enforcement Officer.

**ORDER OF BUSINESS**

N/A

**REPORTS AND COMMUNICATION FROM CITY OFFICIALS**

City Attorney – Bryan Wellner – No Report

City Administrator – Jeannine Smith – The City received approximately 32 resumes for the Building Permit Technician position. She and Finance Director Gross will be reviewing the applicants for a possible January 2024 start date.

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – The street sweeper is back from repairs and the plan is to sweep the entire town once before winterizing it for the season. The City will be including a notice with the January utility bills regarding a violation related to the water sample collection process.

Chief of Police – Adam Zink – No Report

**ALDERPERSON COMMENTS**

Aldersperson Kirwin – No Comment

Aldersperson Vice – No Comment

Aldersperson Allred – Absent

Aldersperson Holmes – No Comment

Aldersperson Jeffries – No Comment

Aldersperson Knight – No Comment

Aldersperson Mietzner – No Comment

Aldersperson Smith – No Comment

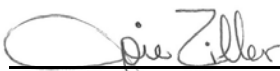
**EXECUTIVE SESSION**

No Executive Session

**ADJOURNMENT**

The motion to adjourn the meeting was made by Aldersperson Allred and seconded by Aldersperson Holmes. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on December 5, 2023, adjourned at 7:04 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Joie Ziller, Deputy City Clerk

**Ordinance No. 23-12-19-02**

**AN ORDINANCE FOR THE LEVY AND COLLECTION OF TAXES FOR THE CITY  
OF WILMINGTON, WILL COUNTY, ILLINOIS,  
FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2023, AND ENDING APRIL 30, 2024**

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

**SECTION 1:** That the sum of **\$1,379,433.00** Dollars be and the same is hereby levied and assessed upon and against all property within the corporate limits of the City of Wilmington, Will County, Illinois, subject to taxation, according to the valuation of said property as the same is assessed and equalized for state and county purposes for the fiscal year of said Wilmington commencing May 1, 2023 and ending April 30, 2024, which sum is to be applied in payment and satisfaction of the appropriations heretofore made by the City of Wilmington in **Ordinance No. 23-12-19-02**, passed on the **19<sup>th</sup> day of December 2023** by the City Council of Wilmington, Will County, Illinois, for all the various funds, agencies, and departments of the City of Wilmington including the general Corporate Fund; Police Pension Fund; Health/Disposal Fund; Emergency Service and Disaster Agency (ESDA) Fund; Federal Insurance Contribution Act and Illinois Municipal Retirement Fund (IMRF); Auditing and Accounting Fund; Liability and Workmen's Compensation Insurance Fund; Motor Fuel Tax Fund; Bond & Interest Fund.

**SECTION 2:** That the sum of **\$1,379,433.00** Dollars is hereby levied and assessed for the following items in the amounts as indicated; that the total appropriation is designated under the columnar heading "Total Appropriation", that the part or portion thereof to be raised from other sources or from taxes previously levied is set forth and described under the columnar heading "Amount to be Raised from other Sources or from Taxes Previously Levied"; and that the part or portion thereof to be raised by taxation is set forth and described under the columnar heading "Amount to be Raised by Taxation":

**SECTION 3: FILING WITH THE COUNTY CLERK** – The Deputy City Clerk of the City of Wilmington shall file certified copies of the Ordinance with the County Clerk of Will County, Illinois, on or before the last Tuesday in December.

**SECTION 4: REPEALER** – All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance shall be, and the same is hereby repealed.

**SECTION 5: SEVERABILITY** – This Ordinance and every provision thereof, shall be considered severable. If any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section, or part of a phrase, clause, sentence, paragraph, provision or section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences,



**TAX LEVY SUMMARY  
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

**General Fund**

General Corporate (65 ILCS 5/8-3-1)	\$385,200
Police Protection (65 ILCS 5/11-1-3)	264,500
Payroll Taxes and Pension (40 ILCS 5/21-110-110.1 & 40 ILCS 5/7-171)	100,000
Audit and Accounting (65 ILCS 5/8-8-8)	5,000
Police Pension (40 ILCS 5/3-125)	545,391
General Liability and Workers Comp Insurance (745 ILCS 10/9-107)	78,000
Water Operating, Maintenance and Repair Fund	0
Sewer Capital Projects Fund	0
Sewer Operating, Maintenance and Repair Fund	0
DFC Grant Fund - WCHC	0
Motor Fuel Tax Fund	0
ESDA - Emergency Services Fund (65 ILCS 5/8-3-16)	1,342
Debt Service Fund	0
Water Capital Project Fund	0
Building Deposit Holding Account Fund	0
Mobile Equipment Fund	0
Capital Projects Fund	0
Ridgeport #2 Tif Fund	0
 <b>TOTAL APPROPRIATIONS</b>	 <b><u><u>\$1,379,433</u></u></b>

	FYE 24 APPROPRIATION	RAISED FROM OTHER SOURCES	AMOUNT TO BE RAISED BY TAXATION
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FUND 01	General Corporate Fund			
DEPT 01	Finance & Administration			
01-01-6010	Wages -Finance & Adm. (Corporate 65 ILCS 5/8-3-1)	\$828,622	\$443,422	\$385,200
	Mayor's Internship Program	9,000	9,000	0
01-01-6011	FICA Taxes	71,447	71,447	0
01-01-6012	City Engineer Services	0	0	0
01-01-6013	SUTA Tax	10,803	10,803	0
01-01-6014	IMRF (40 ILCS 5/7-171)	6,425	0	6,425
01-01-6015	OVERTIME WAGES	844	844	0
01-01-6050	Elected/Apptd Officials Wages	94,500	94,500	0
01-01-6320	Audit & Accounting Services	0	0	0
01-01-6335	Prof Fees - Computer R&M	132,000	132,000	0
01-01-6360	Dues, Subscrp. & Memberships	60,000	60,000	0
01-01-6380	Employee Health & Life Ins	95,066	95,066	0
01-01-6385	Retired Empl Health Ins/Dental	192,890	192,890	0
01-01-6390	Prof Fees - Engineering	45,000	45,000	0
01-01-6460	Legal Services	120,000	120,000	0
01-01-6510	Maintenance - Equipment	1,500	1,500	0
01-01-6640	Maint-Vehicles	0	0	0
01-01-6650	Notices/Legal Publications	3,000	3,000	0
01-01-6655	PUBLISHING/PRINTING	10,440	10,440	0
01-01-6665	Prof. Fee - Overweight Trucks	0	0	0
01-01-6670	Prof Fees - Other	51,000	51,000	0
01-01-6671	Payroll Processing	0	0	0
01-01-6675	Pace Bus Service	0	0	0
01-01-6727	Employee Health & Life Ins	0	0	0
01-01-6760	Telephone/Internet	51,000	51,000	0
01-01-6770	Training, Mtg & Travel Expense	24,000	24,000	0
01-01-6930	Gasoline & Oil	1,500	1,500	0
01-01-6960	Office Supplies	19,500	19,500	0
01-01-6965	Postage	3,000	3,000	0
01-01-6970	Oper Supplies and Tools	15,000	15,000	0
01-01-7110	Admin Misc Expense	0	0	0
01-01-7120	Donations	0	0	0
01-01-7125	WCHC - Community Matching	0	0	0
01-01-7130	Economic Develop Com Exp	0	0	0
01-01-7150	Mayor's Misc Exp	6,000	6,000	0
01-01-7151	Facade Improvement Program	150,000	150,000	0
01-01-7155	Community Festivals	0	0	0
01-01-7156	Catfish Days Expense	0	0	0
01-01-7157	City Beautification	45,000	45,000	0
01-01-7160	Misc Expense	6,000	6,000	0
01-01-7180	Police Commission Exp	0	0	0
01-01-7320	Equipment Purchase	192,000	192,000	0
01-01-7321	Leased Equipment Expense	24,900	24,900	0
01-01-7360	Expensed Equipment	3,000	3,000	0
01-01-7940	Service & Investment Fees	300	300	0
01-01-7950	Refunds	3,000	3,000	0
01-01-7951	Sales Tax Credit	0	0	0
01-01-7952	Utility Tax Credit/Job Inctv	0	0	0
01-01-8020	Transfers to Other Funds	178,500	178,500	0
01-01-8021	Contingency	240,000	240,000	0
TOTAL FINANCE AND ADMINISTRATION EXPENDITURES		2,695,238	2,303,613	391,625

DEPT 02	Public Grounds & Buildings			
01-02-6010	Wages	158,362	158,362	0
01-02-6510	Maintenance - Equipment	30,000	30,000	0
01-02-6530	Maintenance - Grounds/Building	345,000	345,000	0
01-02-6531	Prof Fess - Janitorial	72,465	72,465	0
01-02-6670	Prof Fees - Other	105,000	105,000	0
01-02-6715	Rental of Buildings/Space	0	0	0
01-02-6760	Telephone/Internet	0	0	0
01-02-6810	Utilities	7,500	7,500	0
01-02-6970	Oper Supplies and Tools	7,500	7,500	0
01-02-7160	Misc Expense	0	0	0
01-02-7320	Equipment Purchases	0	0	0
01-02-8021	Contingency	90,000	90,000	0
TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES		815,827	815,827	0

DEPT 03	Police Dept			
01-03-6010	Wages - WPD (Police Protection 65 ILCS 5/11-1-3)	4,654,386	4,389,886	264,500
01-03-6011	FICA Tax	479,999	479,999	0
01-03-6013	SUTA Tax	135,497	135,497	0
01-03-6014	IMRF (40 ILCS 5/7-171)	1,425	0	1,425
01-03-6015	Overtime Wages	290,218	290,218	0

		<u>FYE 24</u> <u>APPROPRIATION</u>	<u>RAISED FROM</u> <u>OTHER SOURCES</u>	<u>AMOUNT TO BE</u> <u>RAISED BY TAXATION</u>
01-03-6020	Part Time Wages	222,951	222,951	0
01-03-6030	Crossing Guard Wages	6,211	6,211	0
01-03-6035	Vacation/SickTime Buyout	455,322	455,322	0
01-03-6310	Prof Fees - Animal Control	3,000	3,000	0
01-03-6331	Community Service & Affairs	3,000	3,000	0
01-03-6335	Prof Fees - Computer R&M	81,000	81,000	0
01-03-6340	Prof Fees - Dispatch Svcs	630,065	630,065	0
01-03-6360	Dues, Subscrp. & Memberships	45,000	45,000	0
01-03-6380	Employee Health & Life Ins	697,093	697,093	0
01-03-6460	Legal Services	90,000	90,000	0
01-03-6510	Maintenance - Equipment	19,500	19,500	0
01-03-6640	Maint-Vehicles	45,000	45,000	0
01-03-6650	Notices/Legal Publications	3,900	3,900	0
01-03-6670	Prof Fees - Other	30,000	30,000	0
01-03-6671	K-9 Program Expenses	3,750	3,750	0
01-03-6672	DRONE GRANT EXPENDITURES	24,000	24,000	0
01-03-6673	RANGE GRANT EXPENDITURES	15,000	15,000	0
01-03-????	SPEED ENFORCEMENT GRANT EXP	15,000	15,000	0
01-03-6760	Telephone/Internet	90,000	90,000	0
01-03-6770	Training, Mtg & Travel Expense	75,000	75,000	0
01-03-6775	Grant Expenditures	0	0	0
01-03-6930	Gasoline & Oil	204,000	204,000	0
01-03-6960	Office Supplies	9,000	9,000	0
01-03-6965	Postage	3,000	3,000	0
01-03-6970	Oper Supplies and Tools	54,000	54,000	0
01-03-7010	Uniforms & Accessories	90,000	90,000	0
01-03-7160	Misc Expense	1,500	1,500	0
01-03-7320	Equipment Purchases	130,653	130,653	0
01-03-7321	Leased Equipment Expense	30,000	30,000	0
01-03-7360	Expensed Equipment	9,000	9,000	0
01-03-8020	Transfer to Other Funds	0	0	0
	<b>TOTAL POLICE EXPENDITURES</b>	<b>8,647,471</b>	<b>8,381,546</b>	<b>265,925</b>
<u>Dept 04</u>	<u>Police Commission Board</u>			
01-04-6010	Wagaes	5,400	5,400	0
01-04-6011	FICA Taxes	0	0	0
01-04-6013	SUTA Taxes	0	0	0
01-04-6360	Dues	0	0	0
01-04-6460	Legal	0	0	0
01-04-6770	Training, Seminars	0	0	0
01-04-6775	Promotional Exams	0	0	0
01-04-6776	Candidate Poly/Psych	0	0	0
01-04-6777	Candidate Background Checks	0	0	0
01-04-7180	Police Commission Expenses	45,000	45,000	0
01-04-8021	Contingency	0	0	0
	<b>TOTAL POLICE COMMISSION BOARD EXPENDITURES</b>	<b>50,400</b>	<b>50,400</b>	<b>0</b>
<u>DEPT 05</u>	<u>Public Works</u>			
01-05-6010	Wages - PW	692,619	692,619	0
	Mayor's Internship Program	3,100	3,100	0
01-05-6011	FICA Tax	53,223	53,223	0
01-05-6012	City Engineer Services	0	0	0
01-05-6013	SUTA Tax	10,500	10,500	0
01-05-6014	IMRF (40 ILCS 5/7-171)	6,839	4,378	2,461
01-05-6015	Overtime Wages	66,000	66,000	0
01-05-6020	Part Time Wages	120,000	120,000	0
01-05-6252	City Beautfication	0	0	0
01-05-6335	Prof Fees - Computer R&M	7,500	7,500	0
01-05-6360	Dues, Subscrp. & Memberships	9,000	9,000	0
01-05-6380	Employee Health & Life InsU9c	327,000	327,000	0
01-05-6390	Prof Fees - Engineering	30,000	30,000	0
01-05-6440	Prof Fees - JULIE Locate	6,000	6,000	0
01-05-6460	Legal Services	0	0	0
01-05-6480	Maint-Bridges	18,000	18,000	0
01-05-6500	Maint-Curbs & Gutters	10,500	10,500	0
01-05-6510	Maintenance - Equipment	137,500	137,500	0
01-05-6530	Maintenance - Grounds/Building	0	0	0
01-05-6535	Maint-Parking Lots	0	0	0
01-05-6570	Maint-Sidewalks	9,000	9,000	0
01-05-6580	Maint-Storm Sewers	27,000	27,000	0
01-05-6590	Maint-Streets	96,000	96,000	0
01-05-6640	Maint-Vehicles	49,500	49,500	0
01-05-6650	Notices/Legal Publications	1,500	1,500	0
01-05-6670	Prof Fees - Other	1,500	1,500	0
01-05-6710	Rental of Equipment	45,000	45,000	0

		<u>FYE 24</u> <u>APPROPRIATION</u>	<u>RAISED FROM</u> <u>OTHER SOURCES</u>	<u>AMOUNT TO BE</u> <u>RAISED BY TAXATION</u>
01-05-6740	Street Light Electricity	330,000	330,000	0
01-05-6760	Telephone/Internet	25,982	25,982	0
01-05-6770	Training, Mtg & Travel Expense	13,500	13,500	0
01-05-6780	Tree and Weed Removal	30,000	30,000	0
01-05-6785	Mowing	0	0	0
01-05-6930	Gasoline & Oil	90,000	90,000	0
01-05-6960	Office Supplies	2,250	2,250	0
01-05-6965	Postage	600	600	0
01-05-6970	Oper Supplies and Tools	95,250	95,250	0
01-05-6983	Salt & Cinders	0	0	0
01-05-6990	Sign Replacement	18,000	18,000	0
01-05-7010	Uniforms & Accessories	13,500	13,500	0
01-05-7020	Vehicle Tags	0	0	0
01-05-7160	Misc Expense	0	0	0
01-05-7290	SPECIAL TOOL FUND EXPENSES	0	0	0
01-05-7320	Equipment Purchases	310,000	310,000	0
01-05-7321	Leased Equipment	0	0	0
01-05-7323	Equip Loan - Princ	0	0	0
01-05-7324	Equip Loan - Interest	0	0	0
01-05-7325	Equipment Loan	0	0	0
01-05-7350	New Streets/Sidewalks	0	0	0
01-05-7360	Expensed Equipment	30,000	30,000	0
01-05-8020	Transfers to Other Funds	0	0	0
01-05-8021	Contingency	0	0	0
	<b>TOTAL PUBLIC WORKS EXPENDITURES</b>	<b>2,686,363</b>	<b>2,683,902</b>	<b>2,461</b>
<b>DEPT 09</b>	<b><u>Payroll Taxes/Pension Dept</u></b>			
01-09-6011	FICA Taxes - GC (40 ILCS 5/21-110-1)	547,099	472,099	75,000
01-09-6014	IMRF - GC (40 ILCS 5/7-171)	14,689	0	14,689
	<b>TOTAL PAYROLL TAXES/PENSION EXPENDITURES</b>	<b>561,788</b>	<b>472,099</b>	<b>89,689</b>
<b>DEPT 10</b>	<b><u>Audit &amp; Acctg Dept</u></b>			
01-10-6320	Prof Fees - Audit/Acctg (65 ILCS 5/8-8-8)	73,080	68,080	5,000
01-10-6671	Prof Fees - PR Processing	0	0	0
	<b>TOTAL AUDIT &amp; ACCOUNTING EXPENDITURES</b>	<b>73,080</b>	<b>68,080</b>	<b>5,000</b>
<b>DEPT 13</b>	<b><u>Building Department</u></b>			
01-13-6010	Wages - Bldg	98,180	98,180	0
01-13-6011	FICA Tax	7,511	7,511	0
01-13-6012	City Engineer Services	0	0	0
01-13-6013	SUTA Tax	2,798	2,798	0
01-13-6335	Prof Fees - Computer R&M	1,500	1,500	0
01-13-6337	Consulting Fee - Engineering & Inspection	315,000	315,000	0
01-13-6360	Dues, Subscrp. & Memberships	13,500	13,500	0
01-13-6380	Employee Health & Life Ins	37,587	37,587	0
01-13-6460	Legal Services	300	300	0
01-13-6760	Telephone/Internet	1,500	1,500	0
01-13-6770	Training, Mtg & Travel Expense	3,000	3,000	0
01-13-6960	Office Supplies	1,500	1,500	0
01-13-6965	Postage	300	300	0
01-13-6970	Oper Supplies and Tools	3,000	3,000	0
01-13-7160	Misc Expense	0	0	0
01-13-7360	Expensed Equipment	1,500	1,500	0
	<b>TOTAL BUILDING EXPENDITURES</b>	<b>487,175</b>	<b>487,175</b>	<b>0</b>
<b>DEPT 14</b>	<b><u>Planning &amp; Zoning</u></b>			
01-14-6010	Wages - P & Z	6,885	6,885	0
01-14-6011	FICA Tax	180	180	0
01-14-6012	City Engineer Services	0	0	0
01-14-6013	SUTA Tax	36	36	0
01-14-6014	IMRF	0	0	0
01-14-6308	Employee Health & Life Ins	0	0	0
01-14-6337	Consulting Fee	0	0	0
01-14-6338	Consulting Fees - Developers	0	0	0
01-14-6380	Employee Health & Life Ins	0	0	0
01-14-6390	Prof Fees - Engineering	3,000	3,000	0
01-14-6391	Prof Fees - Engineering - DEV	0	0	0
01-14-6393	Deer Creek Capital Imprv Exp	0	0	0
01-14-6460	Legal Services	30,000	30,000	0
01-14-6461	Legal Services - Developers	0	0	0
01-14-6462	Will County Sheriff Services	0	0	0
01-14-6500	Prof Fees - Comprehensive Plan	300,000	300,000	0
01-14-6650	Notices/Legal Publications	3,000	3,000	0

		<u>FYE 24</u> <u>APPROPRIATION</u>	<u>RAISED FROM</u> <u>OTHER SOURCES</u>	<u>AMOUNT TO BE</u> <u>RAISED BY TAXATION</u>
01-14-6960	Office Supplies	1,500	1,500	0
01-14-6965	Postage	1,500	1,500	0
01-14-7160	Misc Expense	0	0	0
	<b>TOTAL PLANNING &amp; ZONING EXPENDITURES</b>	<b>346,101</b>	<b>346,101</b>	<b>0</b>
<b>DEPT 15</b>	<b>Police Pension</b>			
01-15-6320	Audit & Accounting Services	17,490	17,490	0
01-15-6685	Police Pension Contribution (40 ILCS 5/3-125)	1,428,075	882,684	545,391
01-15-8020	Transfer to Other Funds	0	0	0
	<b>TOTAL POLICE PENSION EXPENDITURES</b>	<b>1,445,565</b>	<b>900,174</b>	<b>545,391</b>
<b>DEPT 20</b>	<b>Catfish Days Dept</b>			
01-20-7156	Catfish Days Expenses	105,000	105,000	0
	<b>TOTAL CATFISH DAYS EXPENDITURES</b>	<b>105,000</b>	<b>105,000</b>	<b>0</b>
<b>DEPT 21</b>	<b>Economic Development Dept</b>			
01-21-7130	Economic Development Expenses	7,500	7,500	0
	<b>TOTAL ECONOMIC DEVELOPMENT EXPENDITURES</b>	<b>7,500</b>	<b>7,500</b>	<b>0</b>
<b>DEPT 22</b>	<b>Community Fesitvals (not CFDs) Dept</b>			
01-22-7130	Commumity Fesitvals (not CFDs) Exp	66,000	66,000	0
	<b>TOTAL COMMUNITY FESTIVALS (not CFDs) EXPENDITURES</b>	<b>66,000</b>	<b>66,000</b>	<b>0</b>
<b>Dept 25</b>	<b>Gen Liability/W. Comp/Eqp Ins</b>			
01-25-6470	Prop. Equip & Liab. Ins (745 ILCS 10/9-107)	981,062	942,062	39,000
01-25-6690	W/Comp Ins (745 ILCS 10/9-107)	363,827	324,827	39,000
01-25-6691	Liability Ins. Dedctible	0	0	0
01-25-7160	Misc Expense (Min-Max)	0	0	0
01-25-8021	Contingency	0	0	0
	<b>TOTAL GENERAL LIABILITY/WORK COMP/EQUIP INS EXPENDITURES</b>	<b>1,344,889</b>	<b>1,266,889</b>	<b>78,000</b>
<b>Dept 95</b>	<b>Police Savings - DUI</b>			
01-95-xxxx	Expenditures	25,000	25,000	0
	<b>TOTAL POLICE SAVINGS - DUI EXPENDITURES</b>	<b>25,000</b>	<b>25,000</b>	<b>0</b>
<b>Dept 96</b>	<b>Police Savings - Drug</b>			
01-96-xxxx	Expenditures	25,000	25,000	0
	<b>TOTAL POLICE SAVINGS - DRUG EXPENDITURES</b>	<b>25,000</b>	<b>25,000</b>	<b>0</b>
<b>Dept 97</b>	<b>Police Savings - Police Vehicle</b>			
01-97-xxxx	Expenditures	1,000	1,000	0
	<b>TOTAL POLICE SAVINGS - POLICE VEHICLE EXPENDITURES</b>	<b>1,000</b>	<b>1,000</b>	<b>0</b>
<b>Dept 98</b>	<b>Police Savings - Impound</b>			
01-98-xxxx	Expenditures	5,000	5,000	0
	<b>TOTAL POLICE SAVINGS - IMPOUND EXPENDITURES</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>
<b>Dept 99</b>	<b>Police Savings - Warrants</b>			
01-99-xxxx	Expenditures	100,000	100,000	0
	<b>TOTAL POLICE SAVINGS - WARRANTS EXPENDITURES</b>	<b>100,000</b>	<b>100,000</b>	<b>0</b>
	<b>TOTAL GENERAL CORPORATE FUND EXPENDITURES</b>	<b>19,488,397</b>	<b>18,110,306</b>	<b>1,378,091</b>
<b>FUND 02</b>	<b>WATER OPERATING, MAINTENANCE AND REPAIR FUND</b>			
<b>Dept 21</b>	<b>Water</b>			
02-21-6010	Wages - Water	1,866,366	1,866,366	0
	Mayor's Internship Program	3,100	3,100	0
02-21-6011	FICA Taxes - Water Dept	139,275	139,275	0
02-21-6012	City Engineer Wages	0	0	0
02-21-6013	SUTA Taxes - Water Dept	9,900	9,900	0
02-21-6014	IMRF - Water Dept	12,250	12,250	0
02-21-6015	Overtime Wages	102,447	102,447	0
02-21-6020	Part Time Wages	0	0	0
02-21-6335	Prof Fees - Computer R&M	45,000	45,000	0
02-21-6337	Prof Fees - Consulting	120,000	120,000	0

		FYE 24 APPROPRIATION	RAISED FROM OTHER SOURCES	AMOUNT TO BE RAISED BY TAXATION
02-21-6360	Dues,Subscrp. & Memberships	7,500	7,500	0
02-21-6380	Employee Health & Life Ins	271,972	271,972	0
02-21-6390	Prof Fees - Engineering	0	0	0
02-21-6460	Legal Services	0	0	0
02-21-6470	Prop, Equip & Liab Ins	327,021	327,021	0
02-21-6510	Maintenance - Equipment	120,000	120,000	0
02-21-6520	Maint-Well	21,000	21,000	0
02-21-6530	Maintenance - Site Grnds/Bldg	135,000	135,000	0
02-21-6540	Maint-Distribution	81,000	81,000	0
02-21-6610	Maint-Site Process Mains	30,000	30,000	0
02-21-6620	Maint-Water Meters	3,000	3,000	0
02-21-6625	Maint-BstrStn /Towers	7,500	7,500	0
02-21-6640	Maint-Vehicles	9,000	9,000	0
02-21-6650	Notices/Legal Publications	1,500	1,500	0
02-21-6670	Prof Fees - Other -Labs	45,000	45,000	0
02-21-6671	Testing & Calibration	48,000	48,000	0
02-21-6674	Prof Fees - Printing & Duplica	7,500	7,500	0
02-21-6690	W/Comp Ins	75,950	75,950	0
02-21-6710	Rental of Equipment	0	0	0
02-21-6730	Lime/Sludge Disposal	180,000	180,000	0
02-21-6760	Telephone/Internet	16,500	16,500	0
02-21-6770	Training, Mtg & Travel Expense	12,000	12,000	0
02-21-6810	Utilities	150,000	150,000	0
02-21-6930	Gasoline & Oil	17,700	17,700	0
02-21-6960	Office Supplies	6,000	6,000	0
02-21-6965	Postage	4,500	4,500	0
02-21-6970	Oper Supplies and Tools	30,000	30,000	0
02-21-7010	Uniforms & Accessories	9,600	9,600	0
02-21-7030	Water Treatment Chemicals	347,217	347,217	0
02-21-7160	Misc Expense	0	0	0
02-21-7320	Equipment Purchases	165,000	165,000	0
02-21-7321	Leased Equipment Expense	4,500	4,500	0
02-21-7322	Water Main Ext - IEPA Project	0	0	0
02-21-7323	IEPA Laon Payments Rt 53 WtrMn	0	0	0
02-21-7332	Fire Hydrants	0	0	0
02-21-7340	Meters	0	0	0
02-21-7360	Expensed Equipment	0	0	0
02-21-7928	Wtr IEPA Loan#2 Princ	0	0	0
02-21-7929	Wtr IEPA Loan#2 - Interest	0	0	0
02-21-7932	Wtr IEPA Loan#1 Princ	0	0	0
02-21-7934	Wtr IEPA Loan#1 Interest	0	0	0
02-21-7940	Service Investment Fees	0	0	0
02-21-7950	Refunds	1,500	1,500	0
02-21-8020	Transfers to Other Funds	0	0	0
02-21-8021	Contingency	30,000	30,000	0
	<b>TOTAL WATER OPERATING EXPENDITURES</b>	<b>4,463,797</b>	<b>4,463,797</b>	<b>0</b>
<b>Dept 23</b>	<b>Garbage Service</b>			
02-23-6420	Garbage Collection Expense	1,565,334	1,565,334	0
	<b>TOTAL GARBAGE COLLECTION EXPENDITURES</b>	<b>1,565,334</b>	<b>1,565,334</b>	<b>0</b>
	<b>TOTAL WATER OPERATING, MAINTENANCE &amp; REPAIR EXPENDITURES</b>	<b>6,029,132</b>	<b>6,029,132</b>	<b>0</b>
<b>FUND 03</b>	<b>SEWER CAPITAL PROJECTS FUND</b>			
03-00-6012	City Engineer Services	0	0	0
03-00-6014	City Engineering Services	0	0	0
03-00-6380	Employee Health & Life Ins	0	0	0
03-00-6390	Prof Fees - Engineering	525,000	525,000	0
03-00-6460	Legal Services	0	0	0
03-00-6510	Maintenance - Equipment	45,000	45,000	0
03-00-6670	Prof Fees - Other	0	0	0
03-00-7160	Misc Expense	0	0	0
03-00-7165	Sewer Line Rte 53 Recap Expense	0	0	0
03-00-7316	Sewer Plant Construction	0	0	0
03-00-7318	Sewer Plant Expansion	0	0	0
03-00-7320	CDBG - Will County	0	0	0
03-00-7320	Equipment Purchases	145,000	145,000	0
03-00-7325	Loan - Capital Improvements	0	0	0
03-00-7420	Sewer Main Extensions	0	0	0
03-00-7430	Sewer Collection Line Upgrade	360,000	360,000	0
03-00-7450	Misc. Other Capital Projects	1,200,000	1,200,000	0
03-00-7935	IEPA ARS Bnd Series '20 Prin	2,205,000	2,205,000	0
03-00-7936	IEPA ARS Bnd Series '20 Int	395,325	395,325	0
03-00-7940	Service & Investment Fees	1,425	1,425	0
03-00-8020	Transfers to Other Funds	0	0	0

		<u>FYE 24</u> <u>APPROPRIATION</u>	<u>RAISED FROM</u> <u>OTHER SOURCES</u>	<u>AMOUNT TO BE</u> <u>RAISED BY TAXATION</u>
03-00-8021	Contingency	150,000	150,000	0
03-00-8022	Bond Amortization Expense	0	0	0
<b>TOTAL SEWER CAPITAL PROJECTS FUND EXPENDITURES</b>		<u>5,026,750</u>	<u>5,026,750</u>	<u>0</u>

<b>FUND 04</b>	<b>SEWER OPERATING, MAINTENANCE &amp; REPAIR FUND</b>			
04-00-6001	Depreciation	0	0	0
04-00-6010	Wages - Sewer	1,242,738	1,242,738	0
	Mayor's Internship Program	3,100	3,100	0
04-00-6011	FICA Taxes - Sewer Dept	95,307	95,307	0
04-00-6013	SUTA Taxes - Sewer Dept.	8,706	8,706	0
04-00-6014	IMRF - Sewer Dept	11,204	11,204	0
04-00-6015	Overtime Wages	52,500	52,500	0
04-00-6020	Part Time Wages	0	0	0
04-00-6335	Prof Fees - Computer R&M	52,230	52,230	0
04-00-6360	Dues, Subscrp. & Memberships	7,500	7,500	0
04-00-6380	Sewer Dept. Health & Life Ins.	250,160	250,160	0
04-00-6390	Prof Fees - Engineering	57,000	57,000	0
04-00-6460	Legal Services	0	0	0
04-00-6470	Prop, Equip & Liab Ins	305,557	305,557	0
04-00-6510	Maintenance - Equipment	97,500	97,500	0
04-00-6530	Maintenance - Grounds/Building	672,000	672,000	0
04-00-6560	Maintenance Sewers Collection	90,000	90,000	0
04-00-6561	Maintenance Sewers - Process	172,500	172,500	0
04-00-6640	Maint-Vehicles	12,000	12,000	0
04-00-6650	Notices/Legal Publications	1,500	1,500	0
04-00-6670	Prof Fees - Other	7,500	7,500	0
04-00-6671	Testing & Calibration	129,000	129,000	0
04-00-6674	Prof Fees - Printing & Duplica	9,000	9,000	0
04-00-6690	W/Comp Ins	64,980	64,980	0
04-00-6710	Rental of Equipment	0	0	0
04-00-6730	Sewer Sludge Disposal	92,336	92,336	0
04-00-6760	Telephone/Internet	15,000	15,000	0
04-00-6770	Training, Mtg & Travel Expense	15,000	15,000	0
04-00-6810	Utilities - Electric & Gas	201,071	201,071	0
04-00-6930	Gasoline & Oil	21,000	21,000	0
04-00-6960	Office Supplies	15,000	15,000	0
04-00-6965	Postage	4,500	4,500	0
04-00-6970	Oper Supplies & Tool	69,000	69,000	0
04-00-6985	Sewer Chemicals	243,000	243,000	0
04-00-7010	Sewer Dept Uniforms	7,500	7,500	0
04-00-7160	Misc Expense	0	0	0
04-00-7320	Equipment Purchases	52,500	52,500	0
04-00-7321	Leased Equipment Expense	0	0	0
04-00-7360	Expensed Equipment	0	0	0
04-00-7932	IEPA Loan Principle Pymt-WWTP	0	0	0
04-00-7934	IEPA Loan Interest Pymt-WWTP	0	0	0
04-00-7935	IEPA ARS Bnd Series '20 Prin.	0	0	0
04-00-7936	IEPA ARS Bnd Series '20 Int.	0	0	0
04-00-7940	Service & Investment Fees	0	0	0
04-00-7950	Refunds	0	0	0
04-00-8020	Transfers to Other Funds	0	0	0
04-00-8021	Contingency	0	0	0
<b>TOTAL SEWER OPERATING FUND EXPENDITURES</b>		<u>4,077,889</u>	<u>4,077,889</u>	<u>0</u>

<b>FUND 05</b>	<b>DFC FEDERAL GRANT FUND - WCHC</b>			
05-00-6010	Personnel Services	0	0	0
05-00-6320	Prof Fees - Audit/Acctg	10,800	10,800	0
05-00-6510	Maintenance - Equipment	0	0	0
05-00-6530	Buildings, Utilities, Services	0	0	0
05-00-6670	DFC Federal Grant Expenditures	109,840	109,840	0
05-00-6715	Building Rental, Utilities	0	0	0
05-00-6725	Safety Training/Materials	0	0	0
05-00-6727	Employee Health Prevention	0	0	0
05-00-6770	DFC Training & Travel Expenses	0	0	0
05-00-6930	Gasoline & Oil	0	0	0
05-00-6960	Office Supplies	0	0	0
05-00-6970	Oper Supplies and Tools	0	0	0
05-00-6980	Advertising/Marketing	0	0	0
05-00-7160	Misc Expense	0	0	0
05-00-7360	Computers, Software & Equipmnt	0	0	0
05-00-8020	Transfers to Other Funds	0	0	0
<b>TOTAL DFC FEDERAL GRANT FUND - WCHC EXPENDITURES</b>		<u>120,640</u>	<u>120,640</u>	<u>0</u>

		<u>FYE 24</u> <u>APPROPRIATION</u>	<u>RAISED FROM</u> <u>OTHER SOURCES</u>	<u>AMOUNT TO BE</u> <u>RAISED BY TAXATION</u>
<b>FUND 06</b>	<b>MOTOR FUEL TAX FUND</b>			
06-00-6390	Prof Fees - Engineering	0	0	0
06-00-6595	MFT Projects Current Year	2,925,000	2,925,000	0
06-00-6596	Misc. MFT Projects - Prior Years	0	0	0
06-00-6983	Salt & Cinders	0	0	0
06-00-7940	Service & Investment Fees	0	0	0
06-00-8021	Contingency	0	0	0
	<b>TOTAL MOTOR FUEL TAX FUND EXPENDITURES</b>	<u>2,925,000</u>	<u>2,925,000</u>	<u>0</u>
<b>FUND 07</b>	<b>ESDA - EMERGENCY SERVICES</b>			
07-00-6010	Wages - ESDA	45,000	45,000	0
07-00-6011	FICA Tax	3,600	3,600	0
07-00-6013	SUTA Tax	1,650	1,650	0
07-00-6335	Prof Fees - Computer R&M	0	0	0
07-00-6340	Prof Fees - Dispatch Svc	13,500	13,500	0
07-00-6360	Dues Subscrip. & Memberships	6,300	6,300	0
07-00-6510	Maintenance - Equipment	6,000	6,000	0
07-00-6550	Maint - Radios & Pagers	2,400	2,400	0
07-00-6640	Maint - Vehicles	9,000	9,000	0
07-00-6650	Notices/Legal Publication	0	0	0
07-00-6670	Prof Fees - Other	4,500	4,500	0
07-00-6760	Telephone/Internet	30,000	30,000	0
07-00-6770	Training, Mtg & Travel Expense	4,500	4,500	0
07-00-6800	IPRA Drill Expense	0	0	0
07-00-6817	Subscription Weather Service	600	600	0
07-00-6930	Gasoline & Oil	6,000	6,000	0
07-00-6960	Office Supplies	1,500	1,500	0
07-00-6965	Postage	0	0	0
07-00-6970	Oper Supplies and Tools (65 ILCS 5/8-3-16)	15,000	13,658	1,342
07-00-7160	Misc Expense	0	0	0
07-00-7320	Equipment Purchases	53,705	53,705	0
07-00-7321	Leased Equipment Expense	0	0	0
07-00-7360	Expensed Equipment	0	0	0
07-00-8020	Transfers to Other Funds	0	0	0
07-00-8021	Contingency	0	0	0
	<b>TOTAL ESDA - EMERGENCY SERVICES FUND EXPENDITURES</b>	<u>203,255</u>	<u>201,913</u>	<u>1,342</u>
<b>FUND 12</b>	<b>DEBT SERVICE FUND</b>			
12-00-7160	Misc Expense	0	0	0
12-00-7920	SSA 2008 Series Bond - Principal	0	0	0
12-00-7922	Series 2020 ARS Bond Principal	1,205,000	1,205,000	0
12-00-7923	Series 2020 ARS Bond Interest	395,325	395,325	0
12-00-7930	SSA 2008 Series Boind - Interest	0	0	0
12-00-7931	Series 2015 ARS Bond Principla	0	0	0
12-00-7933	Series 2015 ARS Bonds Interest	0	0	0
12-00-7935	Series 2006 Principal	0	0	0
12-00-7937	Series 2006 Interest	0	0	0
12-00-7938	Series 2017 Rollover GO Principal	0	0	0
12-00-7939	Series 2017 GO Rollover Interest	0	0	0
12-00-7940	Service & Investment Fees	1,425	1,425	0
12-00-7941	Series 2018 rollover GO Principal	0	0	0
12-00-7942	Series 2018 GO Rollover Interest	0	0	0
12-00-8020	Transfers to Other Funds	0	0	0
12-00-8021	Contingency	1,000,000	1,000,000	0
	<b>TOTAL DEBT SERVICE FUND EXPENDITURES</b>	<u>2,601,750</u>	<u>2,601,750</u>	<u>0</u>
<b>FUND 17</b>	<b>WATER CAPITAL PROJECTS FUND</b>			
17-00-6010	Meter FF Replacement Salary	0	0	0
17-00-6012	City Engineer Services	0	0	0
17-00-6014	IMRF	0	0	0
17-00-6337	Prof Fees - Consulting	16,500	16,500	0
17-00-6380	Employee Health & Life	0	0	0
17-00-6390	Prof Fees - Engineering	270,000	270,000	0
17-00-6460	Legal Services	1,500	1,500	0
17-00-6510	Maintenance - Equipment	19,500	19,500	0
17-00-6540	Maint - Distribution	0	0	0
17-00-6620	Maint - Water Meters	510,000	510,000	0
17-00-6625	Maint -	0	0	0
17-00-6670	Prof Fees - Other	0	0	0
17-00-7160	Misc Expense	0	0	0
17-00-7165	Water Line Rte 53 Recap Expens	0	0	0



		<u>FYE 24</u> <u>APPROPRIATION</u>	<u>RAISED FROM</u> <u>OTHER SOURCES</u>	<u>AMOUNT TO BE</u> <u>RAISED BY TAXATION</u>
17-00-7320	Equipment Purchases	750,700	750,700	0
17-00-7321	Capital Equipment Purchases	0	0	0
17-00-7322	Water Capital Projects	2,860,000	2,860,000	0
17-00-7323	IEPA Rt 53 Water/Main Ext Loan	0	0	0
17-00-7325	Loan - Capital Improvements	0	0	0
17-00-7400	CDBG Water Main Rplmnt	0	0	0
17-00-7928	IEPA Loan #2 Principle Pymt	93,378	93,378	0
17-00-7929	IEPA Loan #2 Interest Pymt	28,848	28,848	0
17-00-7932	IEPA Loan #1 Principle Pymt - WTP	76,770	76,770	0
17-00-7934	IEPA Loan #1 Interest Pymt - WTP	8,844	8,844	0
17-00-7940	Service Investment Fees	3,000	3,000	0
17-00-8020	Transfer to Other Funds	0	0	0
17-00-8021	Contingency	0	0	0
	<b>TOTAL WATER CAPITAL PROJECTS FUND EXPENDITURES</b>	<u>4,639,040</u>	<u>4,639,040</u>	<u>0</u>
<b>FUND 20</b>	<b>BUILDING DEPOSIT HOLDING ACCOUNT FUND</b>			
20-00-6338	Consulting Fees - Developers	400,581	400,581	0
20-00-6461	Legal Services - Developers	70,193	70,193	0
20-00-7160	Miscellaneous Expense	0	0	0
20-00-7170	Distributions	0	0	0
20-00-8020	Transfer to Other Funds	0	0	0
	<b>TOTAL BUILDING DEPOSIT HOLDING ACCOUNT FUND EXPENDITURES</b>	<u>470,774</u>	<u>470,774</u>	<u>0</u>
<b>FUND 21</b>	<b>MOBILE EQUIPMENT FUND</b>			
21-00-7410	WPD MEF Vehicle Purchase	300,000	300,000	0
21-00-7411	Public Works Vehicle Purchase	310,000	310,000	0
21-00-7412	ESDA MEF Vehicle Purchase	0	0	0
21-00-7415	Water MEF Vehicle Purchase	190,000	190,000	0
21-00-7416	Sewer MEF Vehicle Purchase	145,000	145,000	0
21-00-8020	Transfer to Other Funds	0	0	0
	<b>TOTAL MOBILE EQUIPMENT EXPENDITURES</b>	<u>945,000</u>	<u>945,000</u>	<u>0</u>
<b>FUND 24</b>	<b>CAPITAL PROJECT FUND</b>			
24-00-6390	Prof Fees - Engineering	0	0	0
24-006450	Landfill Closure Expenses	0	0	0
24-00-6670	Prof Fees - Other	0	0	0
24-00-7130	Openlands/OSLAD	0	0	0
24-00-7211	Community Build Project	0	0	0
24-00-7212	Developer Project - Buck	0	0	0
24-00-7310	KKK Rvr Dam Legal Survey	0	0	0
24-00-7311	NI Parking Lot-Phase 1	0	0	0
24-00-7312	Safe Routes Schools Project	0	0	0
24-00-7313	WPD Facility-Ridge Bldg Project	0	0	0
24-00-7314	Misc Land Building Purchase	2,373	2,373	0
24-00-7315	KKK St./Forked Creek Bridge Pr	825,348	825,348	0
24-00-7321	Capital Equipment Purchases	0	0	0
24-00-7414	Ridgeport W/S Extension Projec	0	0	0
24-00-7415	USCS/IDOT Rte 53/Peotone Rd	0	0	0
24-00-7440	IDOT Rt 53/N River Rd Project	117,055	117,055	0
24-00-7448	Traffic Signals Rt53/Arsenal	0	0	0
24-00-7449	S Arsenal/Rte 53 EDP/IDOT	0	0	0
24-00-7450	Misc Other Capital Projects	180,000	180,000	0
24-00-7940	Service & Investment Fees	0	0	0
24-00-8020	Transfers to Other Funds	1,152,738	1,152,738	0
24-00-8021	Contingency	30,000	30,000	0
	<b>TOTAL CAPITAL PROJECT EXPENDITURES</b>	<u>2,307,514</u>	<u>2,307,514</u>	<u>0</u>
<b>FUND 25</b>	<b>RIDGEPORT TIF #2 FUND</b>			
25-00-6320	AUDIT & ACCOUNTING SERVICES	1,500	1,500	0
25-00-6470	PROP, EQUIP & LIAB INSURANCE	0	0	0
25-00-6690	W/COMP INS	0	0	0
25-00-6790	UNEMPLOYMENT INSURANCE - SUTA	0	0	0
25-00-7160	MISC EXPENSE	0	0	0
25-00-7170	TIF #2 DISTRIBUTIONS	19,664,412	19,664,412	0
25-00-7171	TIF - PROF FEES/ADMIN	75,000	75,000	0
25-00-7172	TIF - ADMIN OVERAGE EXPENSE	105,000	105,000	0
25-00-7173	TIF - PROPERTY ACQUIS/ASSEMBLY	0	0	0
25-00-7175	TIF - PUBLIC WORKS/IMPROVEMENTS	0	0	0
25-00-7178	TIF - FINANCING INT EXPENSE	0	0	0
25-00-7940	SERVICE & INVESTMENT FEES	0	0	0
25-00-8020	TRANSFERS TO OTHER FUNDS	0	0	0
	<b>TOTAL RIDGEPORT TIF #2 EXPENDITURES</b>	<u>19,845,912</u>	<u>19,845,912</u>	<u>0</u>

**FYE 24  
APPROPRIATION**

**RAISED FROM  
OTHER SOURCES**

**AMOUNT TO BE  
RAISED BY TAXATION**

**GRAND TOTAL CITY OF WILMINGTON ESTIMATED EXPENDITURES**

**\$68,681,053**

**\$67,301,620**

**1,379,433**

paragraphs, provisions, and sections not ruled void or unconstitutional shall continue in full force and effect.

**SECTION 6: EFFECTIVE DATE** – This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this 19<sup>th</sup> day of December 2023 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

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

Approved this 19<sup>th</sup> day of December 2023

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

Attest:

\_\_\_\_\_  
Joie Ziller, Deputy City Clerk



**CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION**  
IN ACCORDANCE WITH CHAPTER 35 SECTIONS 200/18-55 THROUGH  
200/18-101.65 ILLINOIS COMPILED STATUTES

I, the undersigned, hereby certify that I am the presiding officer of  
\_\_\_\_\_, (Legal Name of Taxing District),  
and as such presiding officer I certify that the levy ordinance, a copy of  
which is attached, was adopted pursuant to, and in all respects in  
compliance with the provisions of Section 18-60 through 18-85 of the  
“Truth in Taxation” law OR that Sections 18-60 through 18-85 of the “Truth  
in Taxation” Law are inapplicable, with respect to the adoption of the tax  
levy for year **20**\_\_\_\_\_.

\_\_\_\_\_  
Signature of Presiding Officer

\_\_\_\_\_  
Date

(Attach this Certificate to Tax Levy)  
rev 08/2022



**LAUREN STALEY FERRY**

WILL COUNTY CLERK

302 N. CHICAGO STREET, JOLIET, IL 60432

WILLCOUNTYCLERK.GOV

COCLRK@WILLCOUNTY.GOV

815-740-4615

FAX: 815-740-4699

## CERTIFICATION OF TAX LEVY

I, the undersigned, duly qualified and acting \_\_\_\_\_  
of \_\_\_\_\_ Will County, Illinois, do hereby  
certify that the attached Tax Levy filed with the Will County Clerk on  
\_\_\_\_\_, 20\_\_ is a true and correct copy of the Tax Levy of said  
District.

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

\_\_\_\_\_  
*Signature (Name and Title)*

**ORDINANCE NO. 23-12-19-03**

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$6,530,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020, of the City of Wilmington, Will County, Illinois

WHEREAS the City Council (the “*City Council*”) of the City of Wilmington, Will County, Illinois (the “*City*”), by Ordinance Number 20-04-21-04, adopted on the 21<sup>st</sup> day of April, 2020 (the “*Ordinance*”), did provide for the issue of \$6,530,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City will have the “Pledged Revenues” in the 2020 Alternate Bond Fund created under the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 1, 2028; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds to be abated;

NOW THEREFORE Be It Ordained by the City Council of the City of Wilmington, Will County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2023 in the Ordinance is hereby abated as follows:

LEVY YEAR	AMOUNT LEVIED IN 2022	AMOUNT TO BE ABATED	REMAINDER OF TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2023	\$864,425.00	\$864,425.00	-0-

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy thereof with the County Clerk of The County of Will, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

PASSED this 19<sup>th</sup> day of December, 2023 with     members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

Approved this 19<sup>th</sup> day of December, 2023

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

Attest:

\_\_\_\_\_  
Joie Ziller, Deputy City Clerk

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF WILL            )

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Deputy City Clerk of the City of Wilmington, Will County, Illinois (the “City”), and as such officer, I am the keeper of the books, records, files, and journal of proceedings of the City and of the City Council (the “Corporate Authorities”) thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of the Corporate Authorities held on the 19<sup>th</sup> day of December 2023, insofar as the same relates to the adoption of Ordinance No. 23-12-19-03 and entitled:

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$6,530,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020, of the City of Wilmington, Will County, Illinois.

a true, correct, and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of said Code and said Acts and their own procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this 19<sup>th</sup> day of December, 2023.

[SEAL]

---

Deputy City Clerk



December 4, 2023

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

SUBJECT: City of Wilmington  
Water Street Reconstruction  
Pay Request #2 & Final

Dear Mayor Ben Dietz:

Chamlin & Associates has reviewed and inspected the work by Gallagher Asphalt Corp. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	-
Completed Amount:	\$	161,831.16
Previous Payments:	\$	149,424.70
0% Retention	\$	-
	\$	<u>12,406.46</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$12,406.46 be made to Gallagher Asphalt Corp.

Sincerely,



Casey J. McCollom

Enclosure

CJM/am

Project # 66459.00



December 4, 2023

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

SUBJECT: City of Wilmington  
FY 2023-2024 MFT Maintenance  
Pay Request #2 & Final

Dear Mayor Ben Dietz:

Chamlin & Associates has reviewed and inspected the work by Gallagher Asphalt Corp. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	683,476.00
Completed Amount:	\$	436,993.21
Previous Payments:	\$	407,427.64
0% Retention	\$	-
	\$	<u>29,565.57</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$29,565.57 be made to Gallagher Asphalt Corp.

Sincerely,



Casey J. McCollom

Enclosure

CJM/am

Project # 66445.00





Karl Jurgens <kjurgens@wilmington-il.com>

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## Solar Signs Quote

1 message

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Scott Klohs <scott@roadwaysigns.com>

To: "kjurgens@wilmington-il.com" <kjurgens@wilmington-il.com>

Thu, Oct 26, 2023 at 12:14 PM

Hi Karl,

Please see your Signs Quotes below.

### Solar Custom "NO TRUCKS" LED Flashing Sign

LED Edge-lit Amber / White Sign / Black Letters

Body material: 2mm or 1.5mm Aluminum alloy & Galvanized sheet.

**Reflective film: 3m Diamond grade film sheet**

**Solar Panel: 15V 15W**

Power supply: 11.1V/13AH Lithium Battery

LED Ultra bright: 1W super bright LED (Amber)

Operating mode: Blinking at night automatically or 24/7 Day / Night or customized

Visual distance: >800m

Working hours: Fully charged at 8hrs will work 360hrs. (Recharged Daily)

Waterproof: IP65

Warranty: 2 years

24" x 24"

Price \$1484.00 ea.

4 pcs \$5936.00

**Solar Traffic Speed Radar Unit**

Body Dimension:500\*700\*50 mm (19.68" x 27.56" x 2")

Your Speed / White/Black

Material: Steel cabinet with power

coating+ integrated circuit board +

**Radar+3M Diamond reflective film**

Detector Distance: >100 M

Display Screen :360\*460 mm (14.17" x 18.11")

Usage: Vehicle speed detection,

Monitor and display

Waterproof: IP65

Warranty: 2 Years

Application:

Highway, Street, School etc.

Voltage: 54AH/12V battery

**Solar panel: 18V/80W**

Price \$3420.00 ea.

2 pcs \$6840.00

Let me know if you have any questions.

Thank you,

Scott

---

**2 attachments**



**Flashing No Trucks.jpeg**  
191K



**Solar Radar.JPG**  
17K

**ORDINANCE NO. 23-12-19-04**

**ORDINANCE AMENDING CHAPTER 93 ARTICLE 4 OF THE CITY OF WILMINGTON  
CODE OF ORDINANCES TO REGULATE OPEN BURNING**

**WHEREAS**, the City of Wilmington is a non-home rule Illinois municipal corporation; and

**WHEREAS**, Section 9 of the Environmental Protection Act (415 ILCS 5/9) prohibits open burning, but such regulations do not prohibit the burning on agriculture or landscape waste; and

**WHEREAS**, Section 237.120 of the Illinois Administrative Code provides regulations for local restrictions to be placed on the open burning of agriculture or landscape waste; and

**WHEREAS**, the Illinois Environmental Protection Agency indicates that State law does not override local prohibitions or limitations on open burning; and

**WHEREAS**, the Corporate Authorities of the City of Wilmington find that it is in the best interest of the citizens to regulate open burning similar to the regulations set forth in the Environmental Protection Act, but with more restrictive measures to protect its residents.

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

**SECTION 1: AMENDMENT TO CHAPTER 93 ARTICLE 4**

That Article 4 of Chapter 93—FIRE PREVENTION of Title IX – General Regulations of the Code of Ordinances of the City of Wilmington is hereby amended to state as follows:

***Article 4. Burning Regulations***

**93.24 Definitions.**

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Open Burning” shall mean intentionally ignited bonfire, grass fire or other similar burning conducted by any person or persons in the open air or in an incinerator or similar device, where from the flame, smoke, burning embers or ash enter or discharge into the open air.

"Clean wood" shall mean dry, seasoned wood and not including (a) landscape waste, including but not limited to leaves; (b) painted wood or lumber; (c) treated wood or lumber; or (d) any wood product which produces noxious odors or black smoke when burned.

**93.25 Open burning prohibited; Permit Required.**

(A) It shall be unlawful to build, ignite or maintain any open burning at any place within the city except as hereinafter provided.

(B) Open burning is permitted in accordance with all of the following standards, no permit required:



- (1) On property zoned for residential use on lots of 60,000 square feet or larger;
  - (2) The site of the open burning is located at least 50 feet from all structures and no conditions exist that could cause a fire to spread to within 50 feet of a structure;
  - (3) The open burning is located outside of the applicable zoning setback;
  - (4) The open burning is constantly attended until the fire is extinguished;
  - (5) Clean wood is used for fuel, no burning of trash, leaves, or other debris is permitted; and
  - (6) A minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on-site fire extinguishing equipment or materials, such as sand, water barrel, garden hose, or water truck, shall be available for immediate utilization.
- (C) Portable, outdoor fire places or containers are permitted in accordance with all of the following standards, no permit required:
- (1) On property zoned for residential use;
  - (2) The fire place or container is located at least 20 feet from all structures and property lines;
  - (3) The fireplace or container is covered to contain burning embers and ash;
  - (4) The fire is constantly attended until the fire is extinguished; and
  - (5) Clean wood is used for fuel, and no burning of trash, leaves, or other debris is permitted.
- (D) Outdoor fireplaces constructed in accordance with approved plans and a permit issued by the city, no permit required.
- (E) Unless otherwise provided, a permit must be obtained prior to open burning in accordance with the following:
- (1) The City Administrator, or his/her designee, may grant a permit to build, ignite or maintain an open burning for the purpose of burning leaves or other landscape material for natural area management purposes and for recreational or ceremonial purposes as long as the proposed open burning complies with this Article and any other applicable standards and guidelines.
  - (2) An application for such permits, shall be filed with the Office of the City Administrator on a form provided by the city.
  - (3) The City Administrator shall establish open burning standards and guidelines which impose reasonable conditions upon each permit including, but not limited to, a limitation of time, place and duration and a requirement of insurance.

### **93.26 Paper products; fire limits.**

- (A) Paper products. The open burning of paper products shall be permitted in all business or industrial zoning districts, subject to the following conditions:
- (1) Burning shall only be permitted when recycling is not available and the establishment's storage bins are full;
  - (2) Burning shall be within an approved incinerator stove, furnace, fireplace, or metal drum no more than five (5) feet in width and not more than five (5) feet in height. Said incinerator shall be constructed of steel or firebrick and be equipped at the top with a spark arrestor or screen having openings of not more than three-fourths ( $\frac{3}{4}$ ) of an inch; and

- (3) The area in which the incinerator is located shall have a surface of gravel, cinders, cement, or similar noncombustible material extending at least five (5) feet from each side of the incinerator.

(B) Site and weather restrictions.

- (1) No fire shall be lit within thirty (30) feet of any building or structure or within ten (10) feet of a fence or property line.
- (2) No person shall light, kindle, or maintain any fire, or burn any material or substance on or upon any paved street, road, alley, or on upon any sidewalk, or on or upon the curb and gutter portion of any street, road, or alley, or on or upon any paved public square or paved grounds of the city. For the purposes of this section, "paving" or "paved" shall include concrete, blacktop, tar and chip, or other like surface.
- (3) All burning permitted herein shall be extinguished and put out before the attendant leaves the burn area, when the wind, smoke, or ash make such fire dangerous or likely to emit noxious fumes and smoke, and prior to dusk.
- (4) A hose or other sufficient extinguisher device shall always be readily available.
- (5) No burning of any kind shall be allowed on a day or evening when the wind is predicted to be in excess of ten (10) miles per hour, by the National Weather Service or within forty-eight (48) hours after a rain totaling one-quarter ( $\frac{1}{4}$ ) inch or more, as reported by the National Weather Service.
- (6) No burning shall create a visibility hazard on streets and roadways.

(C) Fire limits. This section shall not apply within the designated fire limits of the city, in which the open burning of any substance or material is prohibited. Said limits are as follows:

The area bounded on the north by Canal Street, on the south by Jefferson Street, on the east by Main Street, and on the west by Water Street.

**93.27 Accumulation of waste and debris prohibited.**

It shall be the duty of the owner and occupant of any dwelling, store, shop, or other building in the city to prevent the accumulation of large quantities of ashes, shavings, waste paper, kindling, or other combustible materials from which immediate danger of fire may be apprehended, within 10 feet of the building. No ashes, shavings, waste paper, kindling, or other combustible materials shall be accumulated or piled within 10 feet of any building.

**93.28 Authority to Direct Extinguish.**

- (A) The Wilmington Fire Protection District Fire Chief, Police Chief, City Administrator, or their authorized representatives shall have the authority to direct and require that any fire within the city be extinguished immediately, when, in any of their opinions, such open fire creates a hazard to property or persons or constitutes a violation of this subchapter.
- (B) Failure to obey such an order or directive, whether delivered orally or otherwise, shall be deemed to constitute a violation of this Article.

**93.29 Reserved.**

**93.30 False alarms.**

No person shall knowingly start or spread any false alarms in the city.

**SECTION 2: REPEALER**

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

**SECTION 3: SEVERABILITY**

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

**SECTION 4: EFFECTIVE DATE**

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

Attest:

\_\_\_\_\_  
Joie Ziller, Deputy City Clerk



**CITY OF WILMINGTON**  
1165 S. Water Street Wilmington, IL 60481  
[www.wilmington-il.gov](http://www.wilmington-il.gov)

**OPEN BURN RULES & REGULATIONS**  
**PERMIT FEE: \$100 PER DAY**

**Application Requirements:**

**Review Ordinance:** All applicants are required to review and adhere to the City's open burning ordinance [\[insert link once ORD is approved\]](#)

**Rules and Regulations:** All applicants are required to review this document and adhere to the City's open burn rules and regulations. Additional requirements or restrictions are at the Fire Chief's discretion.

**Permit Application:** Permits shall be complete and filled out entirely with the requested information and attachments. Any permit received not properly filled out will automatically be denied. Once denied, permits cannot be amended; you will be required to fill out and submit a new application.

**Two-week notice:** Applications must be filed with the Administration Department at least **two weeks before the requested start date**, with no exceptions. Any applications received not adhering to the minimum notice requirement will be automatically denied. Once denied, permits cannot be amended; you will be required to fill out and submit a new application.

**Fees:** Effective [\[insert date\]](#), open burn permit fees are \$100 per day.

**Time:** Open burns are only allowed to take place during daylight hours.

**Winds:** Winds must be less than 10 m.p.h. to conduct open burns. Excessive wind, wind direction complications, other weather conditions or conditions that may affect the City's ability to monitor the open burn may result in the Fire District's cancellation, rescheduling, or stopping of a burn in progress.

**Neighbor notification:** The permit applicant shall notify all residents in close proximity of the property for which the open burning permit is sought, in writing at least 72 hours in advance of the proposed burn. Such notice shall give the location of the proposed burn, the primary date and any approved alternate dates of the burn, approximate times and length of burn, and provide a telephone number of the applicant or the applicant's representative that the resident can call to receive further information if desired.

**Close Proximity:** Proximity is described as

- Zero (0) to one (1) acre, proximity is defined as any area located within 600 feet of the burn area perimeter.
- Greater than one (1) acre and up to three (3) acres, proximity is defined as any area located within 1,000 feet of the burn area perimeter.
- Greater than three (3) acres, proximity is defined as any area located within 1,300 feet of the burn area perimeter.

**Required Permit Attachments**

**Illinois Environmental Protection Agency Open Burning permit (IEPA permit):** Is required for any open burn larger than a 3' x 3' x 3' brush pile intended for ecological restoration, burning of leaves or other debris, or uses other than recreational purposes and where a city permit is required per the open burning ordinance. *The requirement of an IEPA permit for brush piles 3' x 3' x 3' or smaller is at the City Administrator's discretion.*

**Certificate of Insurance:** This is required for any open burn taking place on public property and required for contractors conducting burns on public or private property. Certificate of Insurance minimum requirement: \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate with the City of Lake Forest named as additional insured. *Not required for homeowners who are approved to conduct small brush pile burns on private property, subject to the City Administrator's discretion.*

**Site Map:** An aerial view of the burn location is required. The map must show the complete proposed burn area and containment methods used to prevent the spread of any fire. The map shall identify the total acreage and any building or structures in the perimeter or within proximity as described above.

**List of Approved Subcontractors:** This is required for contractors who have subcontractors burning on their behalf under an approved permit. Subcontractors must provide their business name and onsite contact information when calling in for authorization to proceed with a burn. The applicant for the approved permit is solely responsible for any burns and subcontractors working on their behalf.

**Violating City Ordinances, Rules, and Regulations**

The Fire Chief, Police Chief, City Administrator, or authorized representative has authority to fine per the City's fee schedule or prohibit any person or entity found violating city ordinances, rules, and regulations.



**CITY OF WILMINGTON**  
**1165 S. Water Street Wilmington, IL 60481**  
[www.wilmington-il.gov](http://www.wilmington-il.gov)

**OPEN BURN RULES & REGULATIONS**  
**PERMIT FEE: \$100 PER DAY**

Open burn permit applications must be submitted two weeks before the requested date and must comply with the open fires [\[insert link once ORD is approved\]](#). Permit extensions may be requested by emailing [jsmith@wilmington-il.gov](mailto:jsmith@wilmington-il.gov) before the expiration of the original permit. A certificate of insurance is required for burns on public property and contractors conducting burns on public or private property.

APPLICANT INFORMATION	
Applicant Name:	
Business/Applicant Address:	
Phone:	Email:

OPEN BURN INFORMATION
Address of burn (provide site map):
Approximate size of burn area:
Reason for the burn:
Person(s) in charge and their experience/certifications:
Number of additional individuals working burn site:
Suppression Equipment on-site during burn:
<b>Requested Burn Window</b> Please use a 30-day window for date ranges.
Start Date:                      End Date:                      # of Burn Days:

REQUIRED ATTACHMENTS
<input type="checkbox"/> Valid Illinois Environmental Protection Agency permit <i>(not required for brush piles 3' x 3' x 3' and smaller)</i>
<input type="checkbox"/> Certificate of insurance <i>(\$1,000,000 per occurrence and \$2,000,000 aggregate. Name City as additionally insured)</i>
<input type="checkbox"/> Site map: Must show an aerial view of the burn location with an indicator of approx. burn area.
<input type="checkbox"/> List of approved subcontractors <i>(if applicable)</i>

SIGNATURE
<input type="checkbox"/> By checking this box, I confirm I have reviewed, understand, and will adhere to all city ordinances, rules, and regulations.

OFFICE USE ONLY		
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with restrictions	<input type="checkbox"/> Denied
Approver Signature:	Date:	
Reason(s) for denial/Restrictions/Additional equipment required:		

Permit Extension Approval		
Start Date:	End Date:	# of Burn Days:
Approver Signature:	Date:	

Approved permit reminders for applicants:
<ul style="list-style-type: none"> <li>✓ Review and understand the City's open burn ordinance, rules, and regulations</li> <li>✓ Deliver neighbor notifications at least 72 hours in advance</li> <li>✓ Contact Dispatch <i>burn day, before start</i> (815) 476-2811</li> <li>✓ Contact Fire Department <i>burn day, before start</i> (815) 476-6675</li> </ul>

Completed permits may be submitted via email to [jsmith@wilmington-il.gov](mailto:jsmith@wilmington-il.gov) or mailed/dropped off at City Hall located at 1165 S. Water Street, Wilmington, IL 60481. Payment is not required upfront. You will receive an invoice for the permit fee upon approval.

**ORDINANCE NO. 23-12-19-05**

AN ORDINANCE REGARDING THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT FOR THE CITY OF WILMINGTON

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 et seq.), and subsequently the Illinois Department of Labor adopted Part 200 of Title 56 of the Illinois Administrative Code entitled “Paid Leave for All Workers” (hereinafter collectively referred to as the “Act”); and

WHEREAS, the Act states, “An employer who has a qualifying pre-existing paid leave policy in effect on January 1, 2024 is not required to modify the pre-existing paid leave policy. If after January 1, 2024, the employer modifies a pre-existing paid leave policy in such a way that it no longer provides 40 hours of paid leave to be used for any reason in accordance with Section 15(a) of the Act, that policy no longer qualifies for this subsection (b).”; and

WHEREAS, the Act defines a “qualifying pre-existing paid leave policy” as a bona fide paid leave policy that an employer has enacted prior to January 1, 2024, that in practice, allows all employees to take at least 40 hours of paid leave for any reason of the employee’s choosing”; and

WHEREAS, the City believes and hereby declares that it is in the best interests of the City to adopt a qualifying pre-existing paid leave policy prior to January 1, 2024 as set forth below.

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

**SECTION 1: INCORPORATION OF RECITALS**

The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2: POLICY ADOPTED**

Pursuant to and in conformance with the Act, the City hereby adopts the following policy for all City employees, except those governed by a collective bargaining agreement, as set forth below:

**Paid Leave for All Workers Act (“PLAWA”) Leave**

The paid leave provided under this section will be provided consistent with the Paid Leave for All Workers Act and the applicable rules as set forth in Part 200 of Title 56 of the Illinois Administrative Code (hereinafter collectively referred to as the “Act”), and shall be referred to as “PLAWA Leave.” All employees will be front loaded the PLAWA Leave due to them under the Act. Employees that will work more than 1600 hours in year will receive 40 hours of PLAWA

Leave. Employees that will work less than 1600 hours in a year will receive the pro rata amount of PLAWA Leave based upon 1 hour of PLAWA Leave for every 40 hours that employee is expected to work in a year.

PLAWA Leave may be used by the employee for any purpose in the minimum increment of 2 hours per day. Employees are required to use PLAWA Leave before any other types of paid leave may be used.

If use of PLAWA Leave under this section is foreseeable, the employee must provide at least 7 calendar days' notice in writing before the date the leave is to begin. If PLAWA Leave under this section is not foreseeable, the employee shall provide their immediate supervisor by written notice as soon as is practicable after the employee is aware of the necessity of the leave.

Paid leave under this Section will be denied if the paid leave is (i) requested after the start of a shift or not in conformance with the notice requirements set forth above, (ii) attempted to be used to excuse a no-call no-show; or (iii) based upon the Employer's reasonable work force requirements.

Employees are not permitted to carryover unused PLAWA Leave year to year, and shall not be paid out the monetary equivalent for unused PLAWA Leave at the end of the year. Unused Personal Leave is forfeited upon separation from employment.

### **SECTION 3: EMPLOYEE MANUAL**

The City Administrator is directed to incorporate the policy set forth in Section 2 into the City Employee Manual.

### **SECTION 4: SEVERABILITY**

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

### **SECTION 5: REPEALER**

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

### **SECTION 6: EFFECTIVE DATE**

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

Attest:

\_\_\_\_\_  
Joie Ziller, Deputy City Clerk



**Resolution No. 2023-13**

**RESOLUTION TO DISPOSE OF SURPLUS PROPERTY**

**WHEREAS**, 65 ILCS 5/11-76-4 provides for the methodology to dispose of certain municipal property which is no longer necessary or useful to the city; and

**WHEREAS**, the City Council of the City of Wilmington has determined that the City of Wilmington no longer needs the items of personal property on the attached Exhibit A, and such items are surplus property.

**THEREFORE, BE IT RESOLVED**, that the City Council declares that the items on the attached Exhibit to be surplus property; and

**BE IT FURTHER RESOLVED** that if the cost of disposal, sale, and transportation of the items is more than they are worth, then the items are declared worthless and may be junked or demolished.

**BE IT FURTHER RESOLVED** that the surplus property may be transferred to another governmental agency or unit pursuant to Illinois statutes.

**NOW THEREFORE BE IT RESOLVED** that the Public Works Director is hereby authorized to dispose of property identified in Exhibit A in a manner consistent with Illinois law as set forth above.

**ADOPTED** this 19<sup>th</sup> day of December 2023 with      members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

Approved this 19<sup>th</sup> day of December 2023



Attest

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

\_\_\_\_\_  
Joie Ziller, Deputy City Clerk

**Exhibit A**

**Surplus Sheet  
City of Wilmington**

**Date:** 12/19/2023  
**Name:** City of Wilmington  
**Address:** 1165 S. Water Street  
Wilmington, IL 60481

Description	Unit Value	Value
2004 GMC Sierra 3500 (VIN 1GTHK34274E394213)	N/A	N/A



**UTILITY PIPE SALES CO.**  
 11802 N. GREEN RIVER ROAD  
 EVANSVILLE, IN 47725  
 812-867-7471  
 Fax: 812-867-7476

**QUOTE**

Website: www.utilitypipesales.com

Number	Q0049473
Page	1
Date	11/28/2023

<i>Bill To</i> <b>WILMING</b>	<b>WILMING</b> City of Wilmington* 1165 S. Water Street Wilmington IL 60481 	<i>Ship To</i> <b>WILMING</b>	<b>WILMING</b> City of Wilmington* 1165 S. Water Street Wilmington IL 60481
----------------------------------	--	----------------------------------	--

<i>Customer PO#</i>	<i>Ship Date</i>	<i>Salesperson</i>	<i>Terms</i>	<i>Tax Code</i>
	<b>QUOTE</b>	<b>Phil Donelson</b>	<b>Net 30 Days</b>	<b>ILGOV</b>
<i>Document #</i>	<i>Warehouse</i>	<i>Freight</i>	<i>Ship Via</i>	
<b>Q0049473</b>	<b>UTILITY PIPE SALES CO.,INC.</b>	<b>Prepaid</b>	<b>MOST ECONOMICAL</b>	

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>UM</i>	<i>Price</i>	<i>Per</i>	<i>Extension</i>
<b>N-ME53ZSUR02USNIC</b>	5/8" x 3/4" ULTRASONIC WATER METER, USG W/ NICOR PLUG	<b>100</b>	EA	<b>160.00</b>	EA	<b>16,000.00</b>
<b>MPMIUN</b>	STEALTH READER, B4D2 PHYFR W/3'CABLE, NICOR CONNECTOR	<b>100</b>	EA	<b>140.00</b>	EA	<b>14,000.00</b>
<b>MPMIUBOX</b>	STEALTH RADIO HOUSE BOX	<b>100</b>	EA	<b>9.00</b>	EA	<b>900.00</b>

QUOTED BY: bb  
 QUOTED TO: Maureen Surman  
 EXPIRES: 12/28/2023



<i>We appreciate your business!</i>	<i>Merchandise</i>	<i>Add On Charges</i>	<i>Tax</i>	<i>Total Due</i>
	<b>30,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,900.00</b>



**Note:** Current legislation states of January 4th, 2014 it will be illegal to sell or install any items that are leaded brass in sizes 2" and below for use with potable water. Manufacturers have been making this conversion since this legislation was passed. UPSO will be implementing the following changes effective as of January 2, 2013. Any leaded brass order will be special ordered for our customers, but will be non-cancellable and non-returnable. UPSO cannot accept leaded brass returns for credit or exchange. This matches the policies of our brass suppliers. As of June 1, 2013 brass product manufacturers will stop manufacturing leaded brass products & no leaded brass items will be purchased by UPSO. Utility Pipe Sales Co.

Site Name: Wilmington VB – Temp Power  
Site No.: IL1635  
FA No.: 12876025

**TEMPORARY SITE LICENSE FOR POWER**

**LICENSOR:** City of Wilmington, an Illinois municipality

**LICENSEE:** New Cingular Wireless PCS, LLC and its affiliates

**TERM:** December 1, 2023 to March 31, 2024 and may be extended pursuant to this License and approval of both parties.

**COMMENCEMENT DATE:** December 1, 2023

**LICENSED SITE:** 601 E. Kankakee River Drive, Wilmington, IL 60481  
PIN #03-17-25-200-015  
Exhibit “A”

**1. License of Site.** During the Term hereof, Licensor hereby licenses a certain portion of Licensor’s property (the “**Property**”) at the Licensed Site and grants to Licensee the right to install, operate, obtain and maintain at Licensee’s expense and risk, temporary electrical power to service communications transmitting and receiving equipment, including antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the “**Equipment**”) at the Licensed Site. The Equipment installed shall be consistent with the Permitted Use and related regulations set forth in the Option and Land Lease Agreement assigned to Vertical Bridge 500, LLC on or about July 29, 2022 (hereinafter referred to as the “**Agreement**”). Licensee shall have the right to enter the Licensed Site consistent with Section 12 of the Agreement.

**2. License Fee.** Within fifteen (15) days after the date of this License, Licensee shall pay Licensor the higher of Two Thousand Dollars (\$2,000.00) or the actual cost for the City to provide temporary power (“the License Fee”) for the Term noted above. This License Fee covers the cost of using the Licensor’s electric for the Term of this License. The License Fee is nonrefundable.

**3. Extension of Term.** Upon mutual agreement of the Licensee and Licensor, Licensee may extend this agreement for one additional thirty (30) day term, upon the same terms and conditions as for the remainder of the Term, by providing Licensor with ten (10) days written notice to Licensor prior to the end of the Term. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Premises on a month-to-month basis. Any holdover by the Licensee shall only be permitted with the written agreement of Licensor.

**4. Removal of Equipment and Site Condition.** Except as set forth herein, Licensee takes the Licensed Site as it finds it and Licensor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Licensee shall remove all of the Equipment prior to the end of the Term, and any extensions thereof, consistent with the regulations set forth in the Agreement.

**5. Indemnification; No Consequential or Indirect Damages.** (a) Licensee, on behalf of itself, its officers, employees, agents, representatives, and contractors, agrees to indemnify, defend and hold Licensor harmless, including but not limited to its Mayor, administrator, alderpersons, City Council, officers, officials, employees and agents, harmless from and against any and all claims, demands, suits, proceedings, judgments, injury, loss, damage or liability, costs or expenses (including but not limited to reasonable attorneys' fees, expert witnesses, consultants, and court costs) arising from, attributable to, due to, or caused directly or indirectly by any act of Licensee on the Property permitted by, reasonably expected under, or related to this License or the Agreement, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facility or power thereto or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**6. Operation of Equipment.** Licensee will install, operate and maintain its Equipment in accordance with the Agreement and any and all applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

**7. Termination.** This Agreement may be terminated, without penalty or further liability, by either Party upon thirty (30) days prior written notice.

**8. Assignment.** This Agreement is not assignable by either party.

**9. Damage to Licensed Site.** If the Licensed Site or any portion thereof is damaged or loses power for any reason related to the Licensee's use, the Licensee shall immediately and promptly repair the damage. If the Licensee fails to repair the damage, the Licensor has the right to repair the damage and charge the costs thereof to the Licensee.

**10. Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid,

Site Name: Wilmington VB – Temp Power  
Site No.: IL1635  
FA No.: 12876025

addressed in the case of Licensor to:

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

Mahoney, Silverman & Cross, LLC  
Attn: Bryan M. Wellner  
822 N. 129<sup>th</sup> Infantry Drive, Suite 100  
Joliet, IL 60435

and addressed in the case of Licensee, to:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: IL1635; Cell Site Name: Wilmington VB Temp  
Power Asset No: 12876025  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: IL1635; Cell Site Name: Wilmington VB Temp  
Power Asset No: 12876025  
208 S. Akard Street  
Dallas, TX 75202-4206

**11. Waiver.** Failure or delay on the part of Licensor or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**12. Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements. In the event that there is a conflict between the regulations of this License and the Agreement, the terms of the Agreement shall control.

**13. Amendment.** No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Licensee and Licensor.

**14. Licensor's Representations.** Licensor represents and warrants that it owns or otherwise controls the Licensed Site during the Term of this License and that Licensor has full authority to execute and deliver this License.

Site Name: Wilmington VB – Temp Power  
Site No.: IL1635  
FA No.: 12876025

**15. Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the parties have executed this License as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSOR**

City of Wilmington, an Illinois municipal

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSEE**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Site Name: Decatur Temporary  
Site No.: IL1635

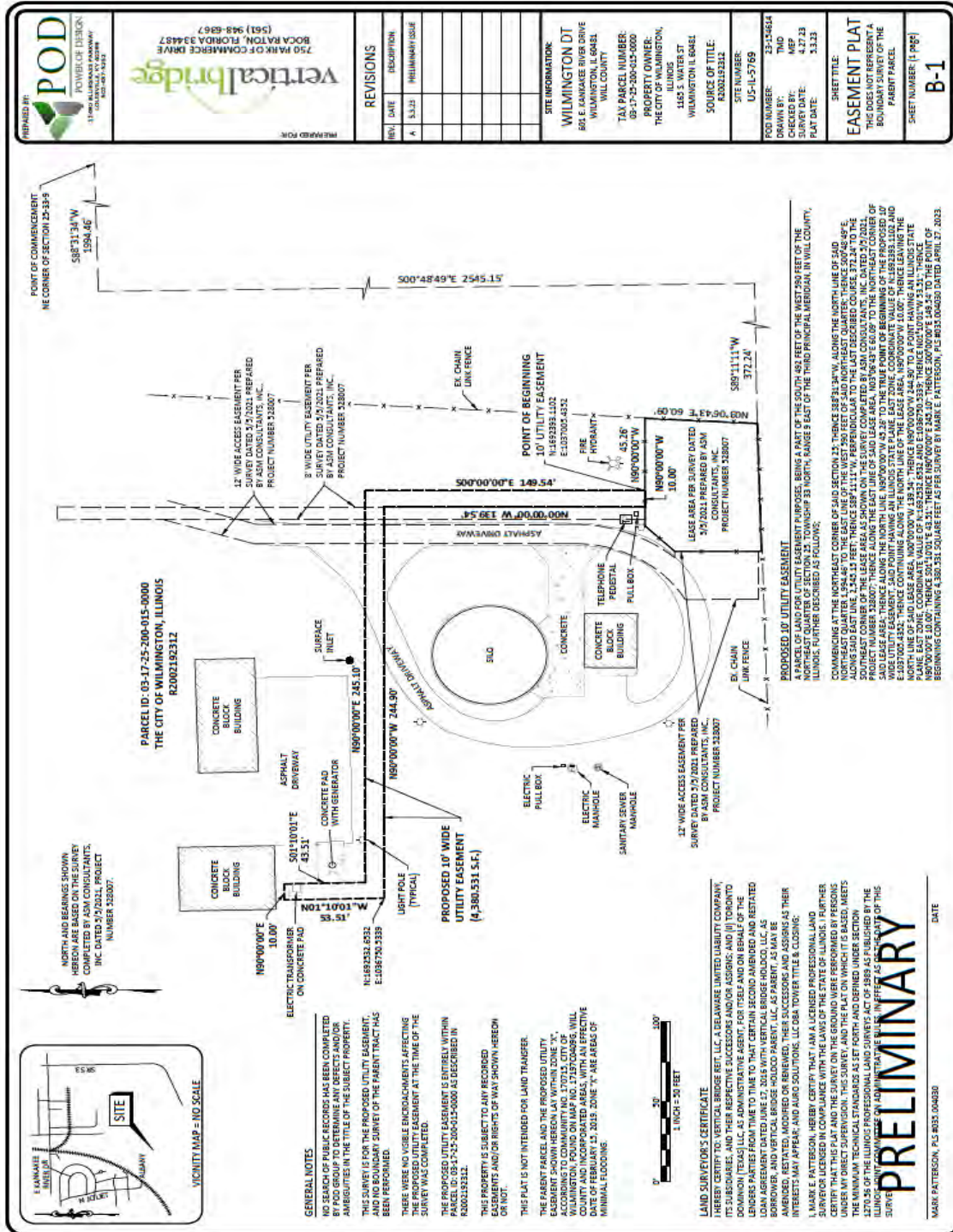
Exhibit A

Drawing of the power to be added once received from the electrician.



Site Name: Decatur Temporary  
 Site No.: IL1635

The concrete block building will be the source of the temp power supplied from the city.



**END OF CONSENT AGENDA ITEMS**