

### 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
  - 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

- 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)
- 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 Cinqular 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

Alderperson Kirwin Alderperson Vice Alderperson Allred Alderperson Holmes
Alderperson Jeffries Alderperson Knight Alderperson Mietzner Alderperson 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.



## 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.

Ben Dietz, Mayor City of Wilmington Will County, Illinois

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 secular а 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. notice. relating to the matter

> 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 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

Circ D. Fisher Publisher

65.00 Printer's Fee \$

November 22, 2023 Given under my hand on \_

Janet M. Fisher, Notary Public

Junt M. Fisher

OFFICIAL SEAL JANET M FISHER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/15/24 AAAAAAAAAAAAAAAA

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

### PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

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, 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:

IS described as tollows:

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

<sup>\*</sup>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 Conditional Use Permit Final Plat Variance 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** WILMINGTON, IL STRIPM INE "DI Address of Request CONSOLI DITED
Project Name SUPPLY 03-17-27-300-022-0000 STRIPMINE RO & **Previous Zoning** Present Zoning Proposed Land Use WHOLESALE Present 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: \_\_\_\_ Type of Development: Residential Commercial ☐ Industrial ☐ Institutional Number of Units/Lots (if applicable) Buildings/Improvements on Property to Remain or be Removed? (describe): 

LXISTING WAREYOUSE OFFICES NOTH OUTSIDE LOYDOWN YORD. COLD STERRAGE METAL FROMED SOD'L WAREHOUSE BLOG TO

Floodplain in areas present on the property?   Yes   N	0
Professional Fee Agreement Submitted?   ✓ Yes   No	
Applicant Information Applicant/Developer	
Owner Contract Purchaser Lessee Ag	gent For:
Primary Contact	CONSOLADATED PIPE + SUPP Business Name
Address (City, State, Zip)	VILMINGTON IL (UF8)
23920 STRIPMINE PD, V Address (City, State, Zip) RICH, KONE @ CPSPIPE. COM Email	815-476-5266 Phone
815-476-5765 Fax	
Property Owner (if different that applicant)	
Name	Email
Address (City, State, Zip)	
Phone	Fax
Project Team Attorney	
Name	Business Name
Address (City, State, Zip)	
Email	Phone
Fax	
Engineer	
Name	Business Name
Address (City, State, Zip)	
Email	Phone
Fax	

P&Z Application Form 20220418

### 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)  X Annexation: Preliminary Plat: Final Plat: Final Plat: Concept Site Plan: Final Site Plan: Variance: X Map Amendment: For Variance 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 approximation of the special content is the same as listed above.	
Applicable for new development only:  Four (4) full-size, folded, collated copies of all applicable plans in Site Plan with Complete Site Data, Preliminary/Final Plats, Signs, Photometric Plan with Lighting Specifications, Tree States.	Architectural Elevations (Color and Black-Line)
One (1) copy of the proposed covenants and restrictions  A detailed description of business, proposed hours of operation,	

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			
OWNER'S Name	Applican	t's Name, if d	fferent than owner
Owner's Signature	Applican	t's Signature	
23920 STRIPMINE ROJ W Address (City, State, Zip)	LIMING	TOW IL	6049)
5/15/23			
Date - L			
0. (1)			
Staff Use Only			
46,150, 150.40, 150	1.13,14	18	
Applicable Code Sections	,		
Commercial			
Comprehensive Plan			
Zoning of Adjacent Properties: North	South	East	West
06-2 h: 2023	oodii	Lust	
Date Professional Fee Agreement was signed	Applicant	's Name, if di	fferent than owner
Ob 26/2023 Submittal Date	3.5	mitle	
Submittal Date	Received	Ву	
23920 Stepmine Rd			
Address (City, State, Zip)		الله ماما	
Payment Amount	Payment	A DIT	5
10 10 10 and	ayınıcılı	ype	
Payment Date			



### **DISCLOSURE OF BENEFICIARIES**

1. PETITIONER Name	:		Busines	OLIDATE s Name	ProedSe
239 20 ST Address (City, State, 2	RIPMINE RE	D, WILMIN			61
RICH KANE (				-476-5	266
2. NATURE OF	BENEFIT SOUGHT	T: LNNE	XATIC	3N)	
3. NATURE OF	APPLICANT				
☐ Natural Person ☐ Partnership		☐ Land Trust	t/ Trustee ability Compa	☐ Trust/Tru	ustee
4. If the applicant is characteristics of	-	described in Se	ection 3, ple	ease state the	nature and
5. If your answe beneficiary having a shareholder, limited production distributable income interest in the proper corporation, or gener having greater than 7	partner, or general of any limited liabili ty. However, if the ral partnership is pu	or personal, in partner entitled ity company, co interest, stock, ublicly traded ar	such proto to receive progration, or shares ind there is	operty, and e more than 7, or limited par in a limited lia s no readily ki	every member, .5% of the total tnership having ability company, nown individual
NAME_	<u>ADDRESS</u>	INTE	REST		
a. b. NA					
с.	\				
d.	1)				

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 O	N BEHALF OF THE PETITIONER:
Name Name	BRANCH MANAGER
Address (City, State, Zip)	
Email	Phone
and state that I am the person making this disauthorized to make this disclosure, that I have	FICATION , being first duly sworn under oath, depose sclosure on behalf of the petitioner, that I am duly ave read the above and foregoing Disclosure of
RICHA, KONE	ned herein are true in both substance and fact. I,, being first duly sworn under oath, depose sclosure on behalf of the petitioner, that I am duly read the above and foregoing Disclosure.
BY: John Clark Signature	
Printed Name	
Signed and sworn to before me this 26 day of 5 une, 20 23.	
NOTARY PUBLIC	
JOLYNN J. ZILLER OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires Nov 26, 2023	



### Map Amendment Application Supplement ... y of Wilmington

CONSOLUDITED PIPE & SUPPLY 5/15/23 Applicant's Name	_
23920 STRIPMINE DD, WILMINGTON IL Address (City, State, Zip)	-
GENERAL COMMERCIAL IZ Light Industrial 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.

<u>Chapter 150.14</u> 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:

(a) Proposed use of the property that warrants this application for a map amendment

CONTINUED USE OF EXISTING WHOLESALE
PIPE, VALVES & FITTINGS WAREHOUSE

† DISTRIBUTION

(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)

A BUILDING PERMIT WILL BE APPLIED FOR ADDITION OF (DWAREHOUSE STRUCTURE, DETACHED BEHIND EXISTING BUILDING.

(c) Identify the existing uses of the properties within the general area of the property in question

RETAIL BOR, CONSTRUCTION COMPANY, SPORTSMAN CLUB, FABRICATION

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

GENERAL COMMERCIAL & LIGHT/HENLY
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;

FOLL COMPLIANCE

(I) 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.				
		Explanation:		
(2) The	propose	d rezoning conforms to the intent and purpose of Chapter 150 of the City		
Wilming	ton's Co	le of Ordinances.		
		Explanation:	_	
(3) The developi	propose ment of a	d rezoning will not have a significant detrimental effect on the long-rang djacent properties or on adjacent land uses.	je	
⊠ Yes		Explanation:		
(4) Adeq		lic facilities and services exist or can be provided.	-	
<b>⊠</b> -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
		e public hearing to present the request to the Plan
X Long K	S SIGNATURE	NOTARY PUBLIC: Sign: JOLYNN J. ZILLER
this  day of who has provided the provided t	, 20 <u>23</u> , and	OFFICIAL SEAL  Notary Public - State of Illinois  My Commission Expires Nov 26, 2023



### 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' heigh	ıht
Request	
Provide justification as to how the request meets the form the City of Wilmington Municipal Code. Additional s	heets may be attached, if necessary.
Chapter 150.12 of the Wilmington Code of Ordinance the Planning and Zoning Commission shall provide for the recommendation, and the findings shall set forth will be commendation.	indings of fact setting forth the reasons for
(a) Describe the reason for the request	
Retain existing lot and parking of gravel/stone in	lieu of pavement/concrete.
Roadside fence height meets min 8' requirement height is 6'.	t, however existing side and rear fence
(b) Describe the proposed use	
Existing and continued use of warehousing and and Fittings (PVF).	distribution of wholesale Pipe, Valves
(c) How will the proposed variance impact existing	
No impact, as existing use and future use will re-	main the same.

(d) How will the proposed variance impact adjacent property values?
No impact
(e) Will the variance negatively impact the general public health, safety, and welfare:
☐ Yes ■ No
E Maratan
Explanation:
(f) Will the variance conflict with existing conditions or public improvements such as schools,
sewer/water systems, parks, roads, traffic patterns, etc.:
☐ Yes ■ No
Mill SW
Explanation:
(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 & parking adequate enough for heavy truck traffic, as well as
replacing side and rear fence of 6' to meet 8' requirement.
(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.
(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.
junisalisation to maintain promasio.
(i) Describe how the variation if granted will not alter the assential character of the locality
(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.



### PLANNING AND ZONING COMMISSION PETITION FOR VARIANCE

(1) Strict hardship		nt of the code would involve practical difficulties or impose exceptional
Yes	□No	Explanation:
		uestion cannot yield a reasonable return if permitted to be used only under d by the regulations in the particular district or zone;
Yes	☐ No	Explanation:
(3) The p	olight of the o	owner is due to unique circumstances;
Yes	☐ No	Explanation:
-		
was subr the PZC,	mitted to est	anted, will not alter the essential character of the locality. Adequate evidence ablish practical difficulties or particular hardship so that, in the judgment of is permitted because the evidence sustained the existence of each of the s.
☐ Yes	☐ No	Explanation:

### ORDINANCE NO. <u>23-12-19</u>-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 12-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.

Except as provided in Annexation Agreement ("the Agreement") attached hereto as Exhibit
 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 for approval and publication as provided by l		days from and after its passage,				
PASSED this day of	, <u>2023</u> with	members voting aye,				
members voting nay, the Mayor voting	, with members abstaining or passing ar					
vote being:						
Kevin Kirwin Dennis Vice Leslie Allred Todd Holmes	Ryan Jeffries Ryan Knight Jonathan Mietzner Thomas Smith					
Approved this day of	, 2023					
Attest:	Ben Dietz,	Mayor				
Deputy City Clerk						

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

Th	is Annexation	Agreemen	t (the "Agi	reement") i	s made and	entered in	nto on	this	day
of			2023, by	and between	en the City	of Wil	mingto	n, an Illi	nois
municipal	corporation	located in	n Will ar	d 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 <u>Applicable Law.</u> 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.
- 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 <u>Enactment of Annexation Ordinance</u>. 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 <u>Continuation of Current Uses.</u> 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 <u>Ordinance and Building Code Amendments.</u> 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 <u>Professional Service Fees</u>. 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 <u>Landscaping</u>. 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 <u>City Utility Easement</u>. 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

Mahoney, Silverman & Cross, LLC Bryan Wellner 822 Infantry Drive, Suite 100 with a copy to:

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.

<u>CITY</u> :	
CITY OF WILMINGTON,	
BY:Ben Dietz, Mayor	
ATTEST: Deputy City Clerk	
Signed and sworn to before me this day of, 2023	
NOTARY PUBLIC	
<u>OWNER</u> : CONSOLIDATED PIPE & SUPPLY COMP	ANY INC
Ву:	
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 INDENTIFICATION NUMBERS

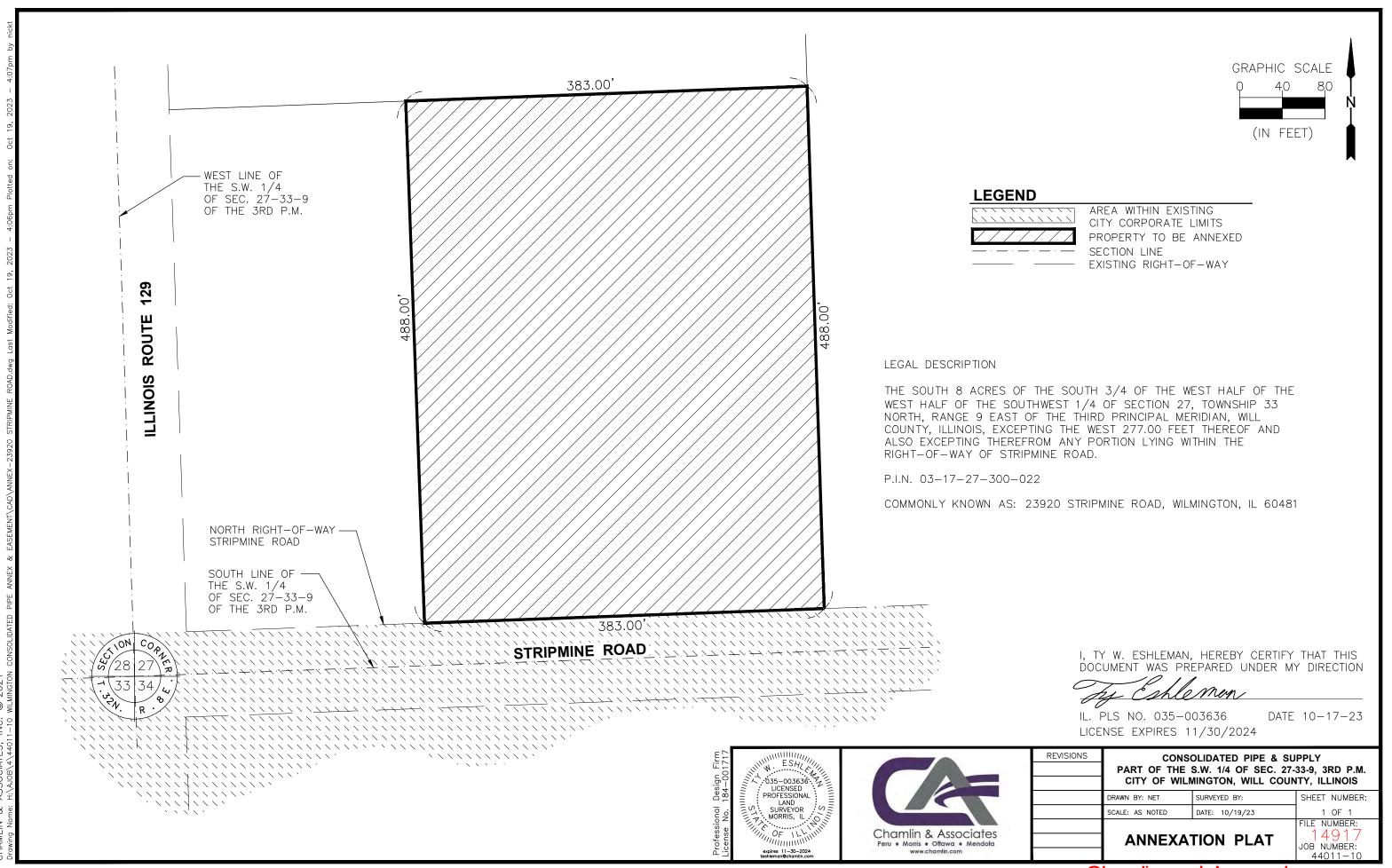
03-17-27-300-022-0000

### **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**



### **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,
    - (I) 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 plan, 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 court 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

costs shall not exceed what is reasonable comparable to similar maintenance work performed on similar water main easements. The lien may be foreclosed by any action brought by or on behalf of the City of Wilmington, Illinois.

This Easement and all the terms and conditions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the legal representatives, successors, grantees and assigns of both parties hereto.

This Easement shall be governed by the laws and decisions of the State of Illinois and shall be enforced in the Circuit Court of Will County, Illinois.

Each person signing this Easement in a representative capacity expressly represents and certifies that he or she is authorized to execute this Easement and to legally bind the entity he or she represents, and that such entity shall be fully bound by the terms hereof upon such signature.

IN WITNESS WHEREOF, the par day of, 2023.	ties have caused this Easement to	o be executed the
GRANTOR,		
By:NAME	_	
Its:		
State of )		
I, a Notary Public in and for said Conthat [INSERT NAME], [INSERT POSITIO] personally known to me to be the same prinstrument, appeared before me this day in pand delivered the said instrument as his free set forth.	N for Consolidated Pipe & Supp person whose name is subscribed person and severally acknowledged	ly Company, Inc., I to the foregoing that he/she signed
Given under my hand and official sea	l this day of	, 2023.
	Notary Public	

### **EXHIBIT 1**

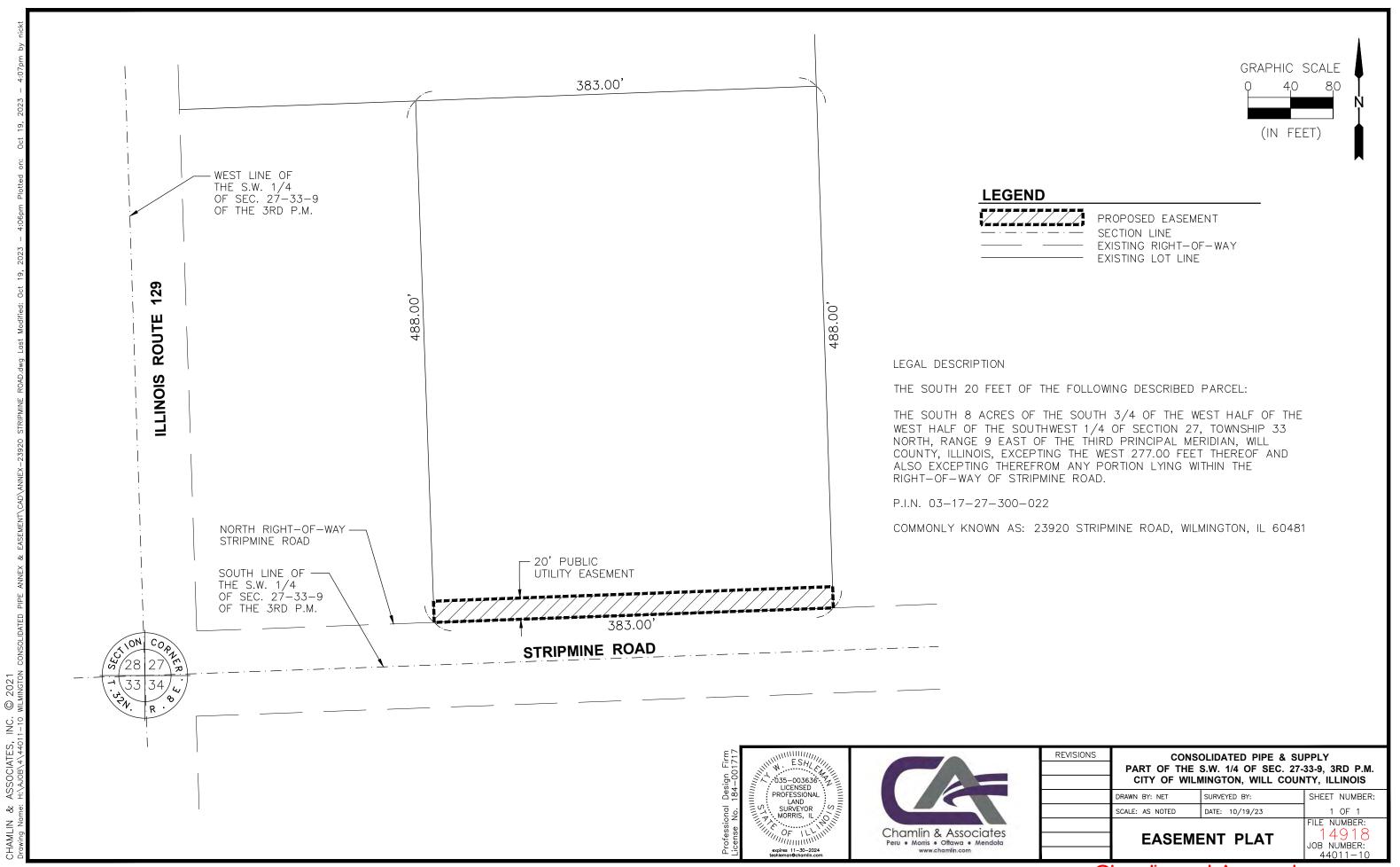
### **EASEMENT AREA**

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"



# 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

Check all that apply.	<u>st(s)</u>			
Annexation	Concept Site Plan	Map Amend	ment	☐ PUD-Special Use Permit
☐ Preliminary Plat	Final Site Plan	☐ Text Amend	ment	
Final Plat	Variance	Conditional	Use Permit	
			. = =	
The undersigned applicant(s item(s) in the City of Wilming				pprove the following application for the above checked
nongs) in the Oily of Williams	gion and in support of the	Said application, of	tato(3) 43 10110	wo.
Property and Reque	est Information			
201 N. Kankake	ee Street, Wilmin	gton, IL. 604	181	
Address of Request	_		00 47 0	5 044 004
New Fire Station 03-17-25-341-001 Project Name PIN			5-341-001	
• •		73.888	73,888 sq.ft. / 1.696 Acres	
General Location Property Size				
R1 - Single Fam	nily Residential D	District	R1 - Sin	gle Family Residential District
		Previous Zoning		
Vacant Lot New Fire Station		e Station		
Present Land Use			Proposed L	and Use
Reason for Request/Desc	cription of Request:			•
New building construction	on for the Wilmington Fi	re Protection Distri	ict. The propo	sed site which is currently vacant property will
be the new home for Fi	re Station #1 building, v	vith required numb	er of parking t	for it's everyday use, and new landscape
minimum required by zo	oning.			
Building Permit Subm	nitted? 🗌 Yes 🔳 No	o If yes, for what:		
Complete the following	g Development inform	ation if applicable	:	
Development/Subdivis	sion Name:			
Type of Development:	Residential	Commercial	☐ Industrial	☐ Institutional
8				
Number of Units/Lots (	(if applicable)			
Buildings/Improvements	on Property to Remain or	be Removed? (desc	cribe): See pr	esent 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	ent 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 that applicant)  Tim Zlomie  Name  501 N. Main Street, Wilmington, IL. 60481  Address (City, State, Zip)	Email
(815) 476-6675 Phone	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. 604 Address (City, State, Zip) timhejny@chamlin.com	(815) 942-1402
Email	Phone
Fax	

# Project Team (Continued) Planning/Landscape Architect Consultant

Tod J. Stanton	Design Perspectives, Inc.
Name	Business Name
1167 Hobson Mill Drive, Naperville, IL. 60540	
Address (City, State, Zip)	
tod@design-perspectives.net	(630) 606-0776
Email	Phone
Fax	
Submitted Materials Dequired	
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	<del>5</del> ,
Variance, Special Use Permit and/or PUD Supplement(s)	
Plat of Survey, to scale and current  For Varieties (2) Marked up Plat of Survey illustrating varieties	·/a)
<ul> <li>For Variation(s): Marked up Plat of Survey illustrating variation</li> <li>Any specific information which may help in the review and app</li> </ul>	
	Toval process
Applicable for new development only:	
Four (4) full-size, folded, collated copies of all applicable plans	
Site Plan with Complete Site Data, Preliminary/Final Plats	
Signs, Photometric Plan with Lighting Specifications, Tree One (1) copy of the proposed covenants and restrictions	e Survey, Landscape Plan
☐ A detailed description of business, proposed hours of operatio	n. 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.

_



### **Conditional Use Application Supplement**

Tim Zlomie, Fire Chief	09/25/2023
Applicant's Name	Date
201 N. Kankakee Street, Wilmington, IL. 6	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 the City of Wilmington Municipal Code. Additional sheets	ing Standards for Approval as set forth s may be attached, if necessary.
Chapter 150.17 of the Wilmington Code of Ordinances pro Use, the Planning and Zoning Commission shall provide find for the recommendation, and the findings shall set forth with	ndings of fact setting forth the reasons th particularity the following:
(a) Proposed use of the property that warrants this applied	cation 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 planned? (An accurate site plan may be required improvement can meet the minimum zoning required.)	ed to establish that the proposed
The lot is currently vacant and of no use for the publi	c. The surrounding community will
benefit from have a fire station nearby for safety with	
residence. The new construction will also improved the	he current state of the property,
with a new landscape minimum required by zoning, a	and maintained throughout the use
of the property.	
(c) Identify the existing uses of the properties within the g	eneral area of the property in question
The lot is vacant and no use within the general area	of the property.
	or and 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. ( <i>Physical and market conditions may be considered</i> .)
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 propose conditional use is appropriate considering the length of time the property has been vacant, a 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 Ci 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-rang 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.

OWNER or APPLICANT'S SIGNATURE

SUBSCRIBED AND SWORN to before me this..

who has provided the proper identification and who did take an oath.

**NOTARY PUBLIC:** 

Sign: Mulla K. Cupple

MIRANDA K CUPPLES Official Seal Notary Public - State of Illinois My Commission Expires Sep 9, 2025

AFFIX STAMP HERE



### **Variance Application Supplement**

Tim Zlomie	11-14-23 Date
Applicant's Name	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 in the City of Wilmington Municipal Code. Additional Chapter 150.12 of the Wilmington Code of Ordinar the Planning and Zoning Commission shall provide the recommendation, and the findings shall set forth	I sheets may be attached, if necessary.  nces provides that for a requested Variance, a findings of fact setting forth the reasons for
(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 the following street, site plan does not have the green space to allow 6'- or	ed but not 6' in height and not along entire setback where site plan allows. I but not 6' in height and not along entire setback @ Kankakee Street.
(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	t services.
(c) How will the proposed variance impact existin	g and future land use?
The proposed variance will have no impact on property has been vacant for some time and w not in alignment with the R1 zoning.	

(d) How will the proposed variance impact adjacent property values?
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.
(e) Will the variance negatively impact the general public health, safety, and welfare:
☐ Yes ■ No
Explanation:
(f) Will the variance conflict with existing conditions or public improvements such as schools,
sewer/water systems, parks, roads, traffic patterns, etc.:
☐ Yes ■ No
Explanation:
(g) Describe reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship
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.
(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;
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.
(i) Describe how the plight of the owner is due to unique circumstances;
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.
(j) Describe how the variation, if granted, will not alter the essential character of the locality.
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.



# PLANNING AND ZONING COMMISSION PETITION FOR VARIANCE

<ol> <li>Strict enforcement of the code would involve practical difficulties or impose exceptional hardship;</li> </ol>
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.
(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.
(3) The plight of the owner is due to unique circumstances;
■ Yes □ No Explanation:
(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:

### 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.

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.

OWNER or APPLICANT'S SIGNATURE

SUBSCRIBED AND SWORN to before me

day of November, 2023 and who has provided the proper identification and who did take an oath.

NOTARY PUBLIC:

MIRANDA K CUPPLES

Official Seal Notary Public - State of Illinois My Commission Expires Sep 9, 2025

AFFIX STAMP HERE

# 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
X	EXISTING FENCE
	EXISTING WATER MAIN
<u> </u>	EXISTING SANITARY SEWER
<b>─</b>	EXISTING STORM SEWER
<b>─</b>	PROPOSED STORM SEWER
W	PROPOSED WATER MAIN/SERVICE
(	PROPOSED SANITARY SEWER/SERVIO
	PROPOSED GUARD RAIL
s	PROPOSED SILT FENCE
XXX	EXISTING CONTOUR
XXX	PROPOSED CONTOUR
	EXISTING MANHOLE
Д	EXISTING WATER SERVICE VALVE
Q	EXISTING FIRE HYDRANT
0	IRON PIPE FOUND
	IRON ROD FOUND
CONC	CONCRETE
BOC	BACK OF CURB
EOP	EDGE OF PAVEMENT
F/G	FINISHED GRADE



**LOCATION MAP** 





LOCATION OF SECTION INDICATED THUS: -

# **BENCHMARKS**

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

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



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**

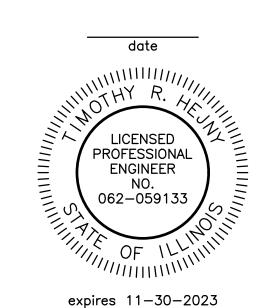
CHAMLIN & ASSOCIATES, INC. 221 WEST WASHINGTON STREET MORRIS, ILLINOIS 60450 PHONE: (815) 942-1402 timhejny@chamlin.com

# **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 CHICAGO, ILLINOIS 60606 PHONE: (312) 253-3224 m.francisco@studiogc.com



signature

PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001717

CHAMLIN & ASSOCIATES JOB NO.: 33026.00





ISSUE • DATE • 25% Review Set • 10.16.2023

• 60% Review Set • 10.30.202 • 90% Review Set • 11.17.2023

**COVER SHEET** 

COPYRIGHT 2023, STUDIO GC, INC

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

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

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

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 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 FERNCO 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

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

3. TEMPORARY CONCRETE WASHOUT FACILITY -EARTHEN TYPE

TO THE APPROVAL OF THE ENGINEER.

6. STABILIZED CONSTRUCTION ENTRANCE

4. EROSION CONTROL BLANKET ON FINAL SEEDED SLOPES STEEPER THAN 4:1

5. SILT FENCE

CONSTRUCTION.

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

# WATER SERVICE

TO ASTM D-3212.

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

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.

### <u>PAVING</u>

### 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.

# <u>EARTHWORK</u>

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, UNSTABLE 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
LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
TRAFFIC CONTROL DEVICES
FRAME & GRATE TYPE 1
PERPENDICULAR CURB RAMPS FOR SIDEWALKS
TYPE A
CURB & GUTTER

280001-07
701301-04
604001-05
604001-05
602301-04
606001-08

FIRE
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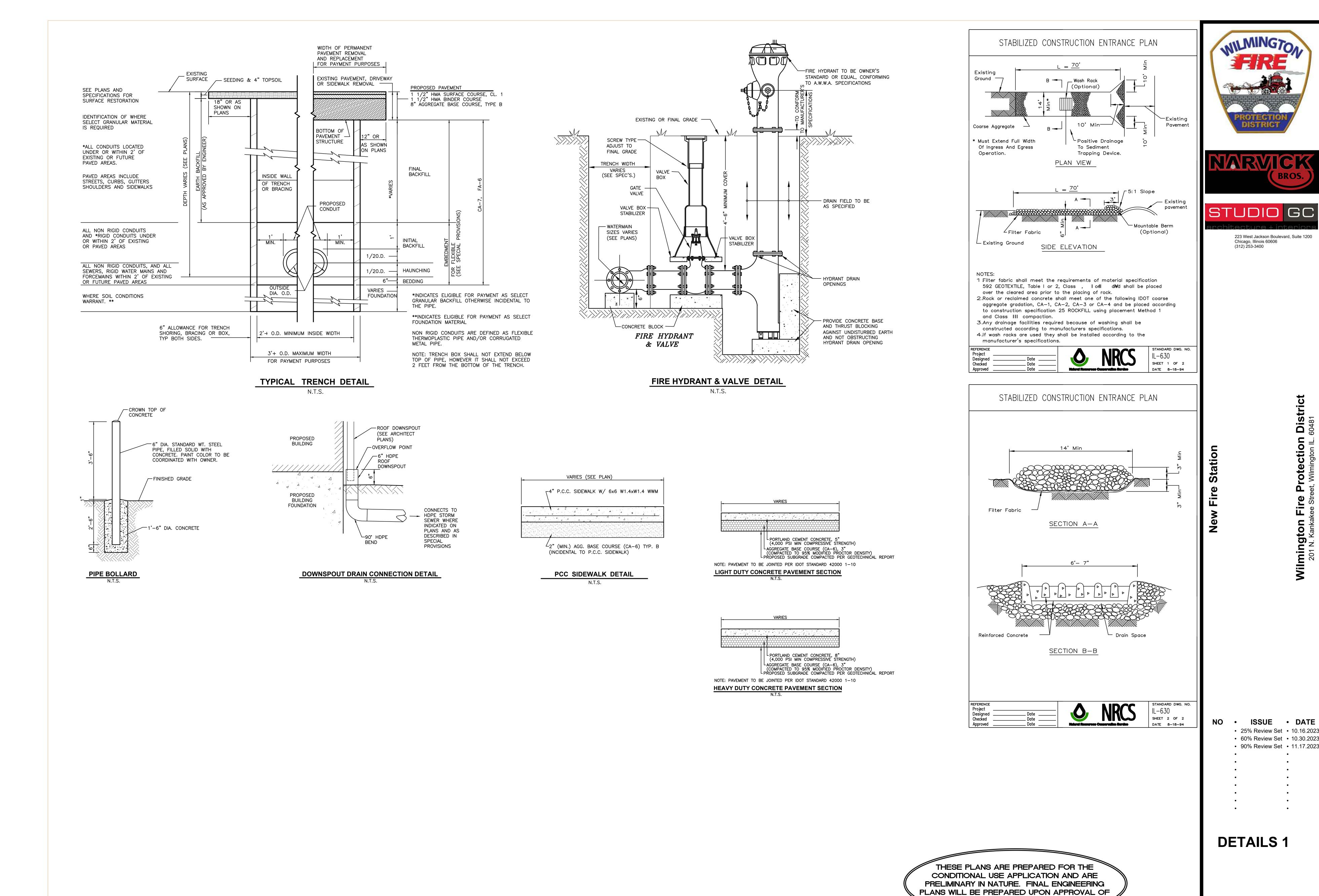
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GENERAL NOTES

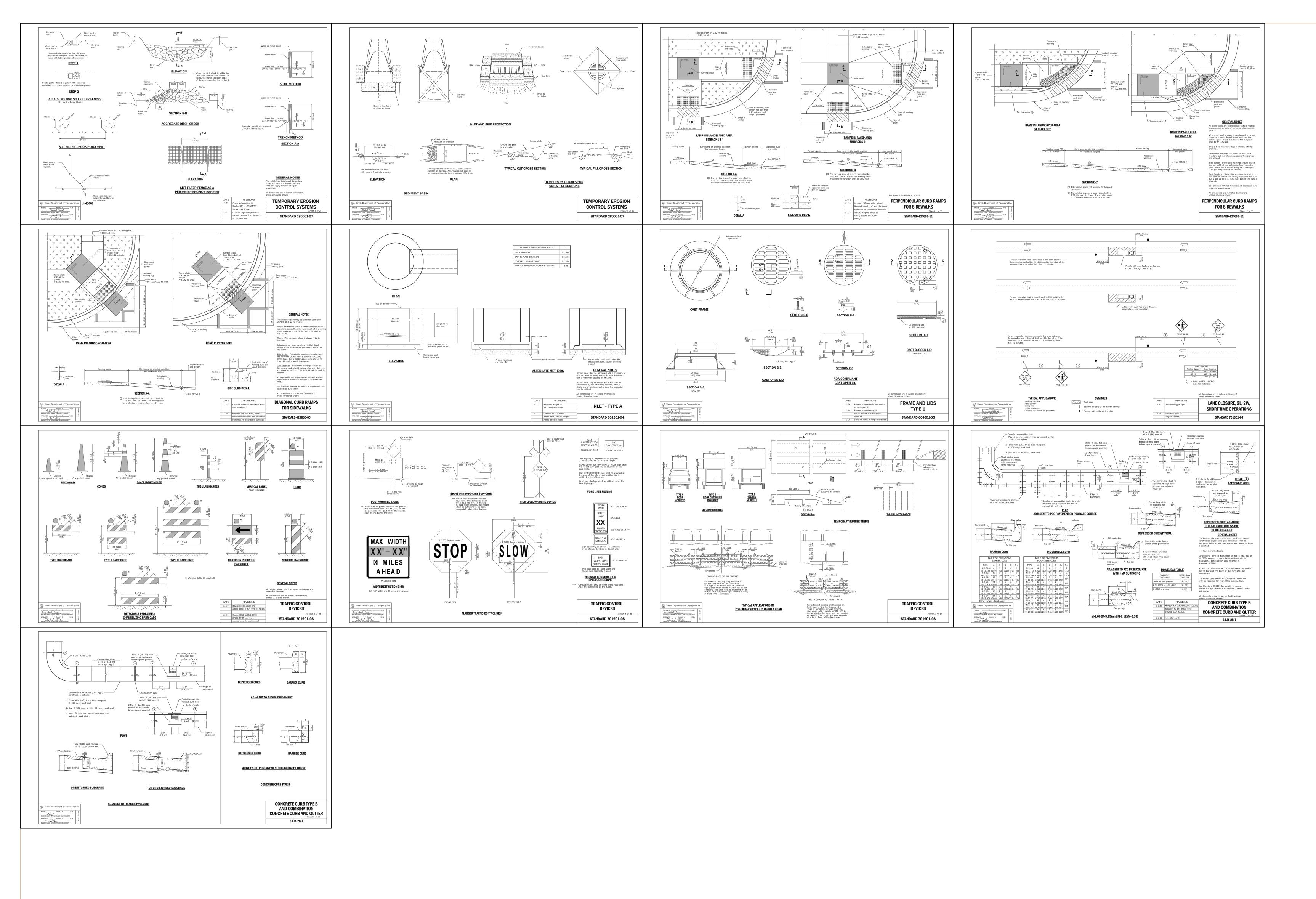
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THESE PLANS ARE PREPARED FOR THE CONDITIONAL USE APPLICATION AND ARE PRELIMINARY IN NATURE. FINAL ENGINEERING PLANS WILL BE PREPARED UPON APPROVAL OF THE CONDITIONAL USE.



CHAMLIN & ASSOCIATES JOB NO.: 33026.00

THE CONDITIONAL USE.



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.

FIRE
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w Fire Station

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

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

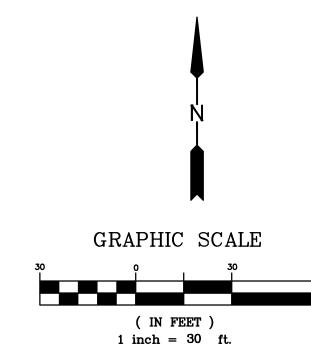
**DETAILS 2** 

<sub>23034</sub> C-400

CHAMLIN & ASSOCIATES JOB NO.: 33026.00

NUMBER BOLT ON FIRE HYDRANT EL. = 550.38BENCHMARK #2: NUMBER BOLT ON FIRE HYDRANT

EL. = 551.24









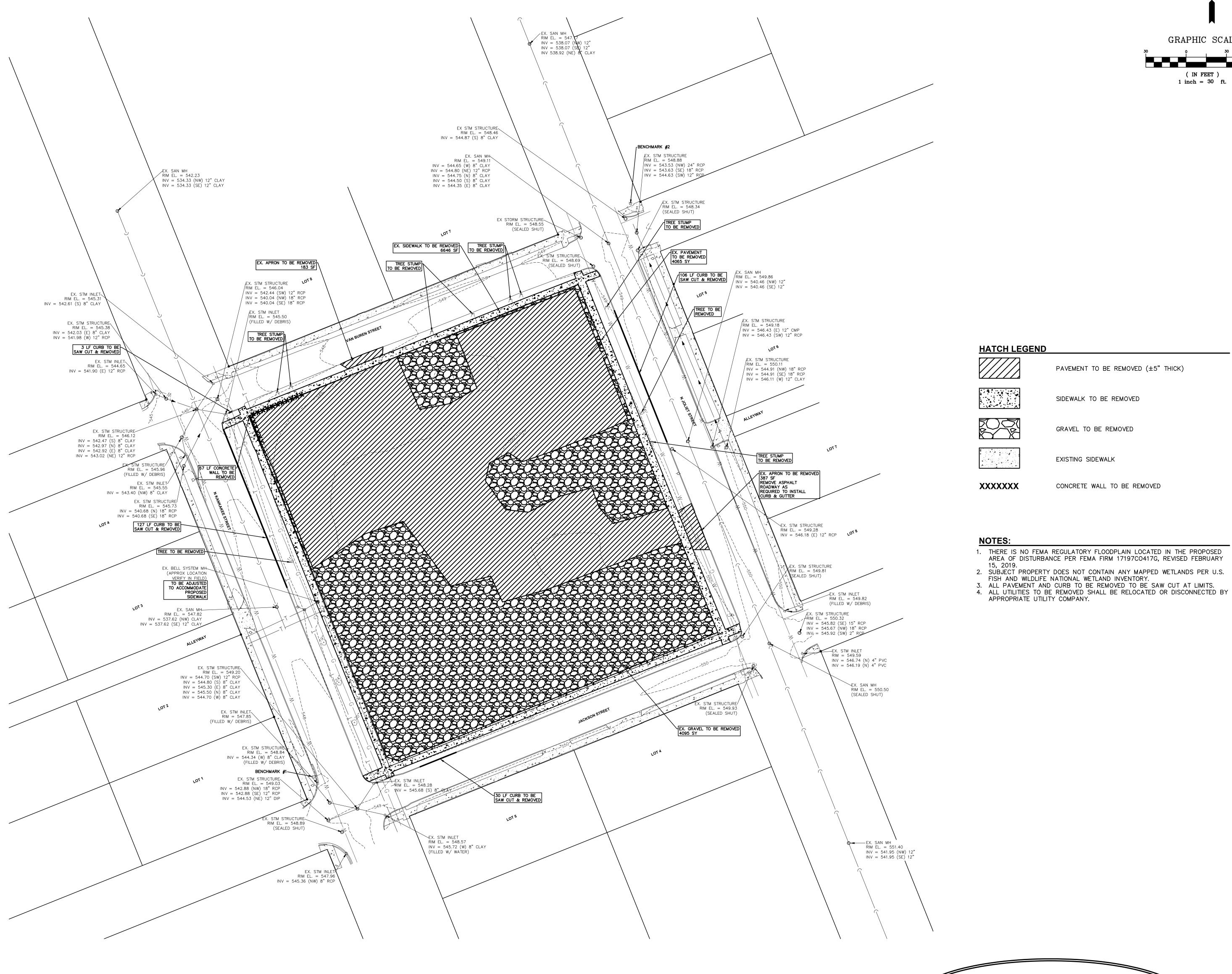
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Wilmington

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**EXISTING CONDITIONS & DEMOLITION PLAN** 

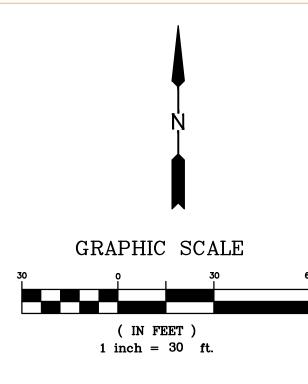


THESE PLANS ARE PREPARED FOR THE CONDITIONAL USE APPLICATION AND ARE PRELIMINARY IN NATURE. FINAL ENGINEERING PLANS WILL BE PREPARED UPON APPROVAL OF THE CONDITIONAL USE.

# **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









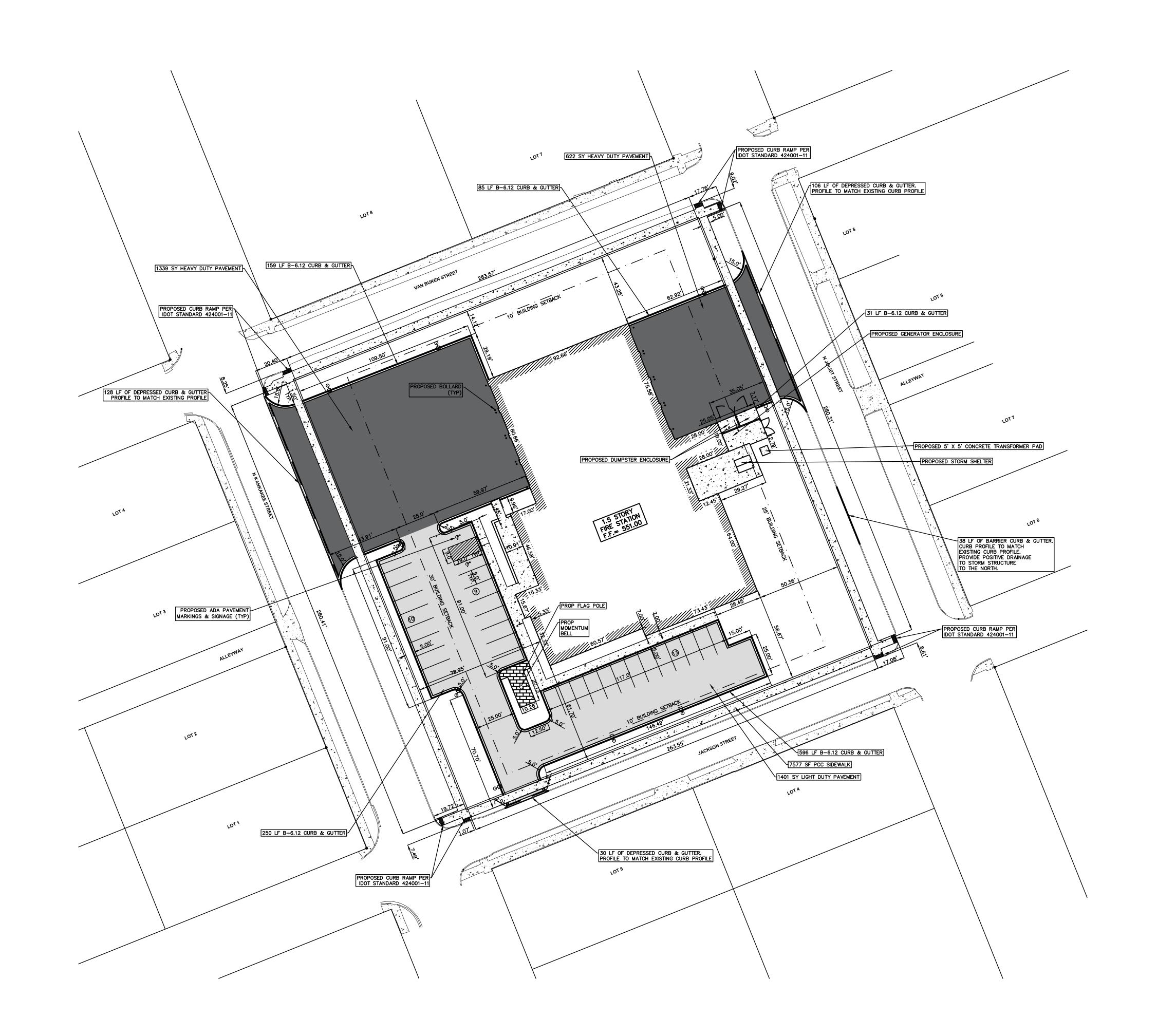
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**Wilmington** 201 N. Kankak

**GEOMETRY PLAN** 



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

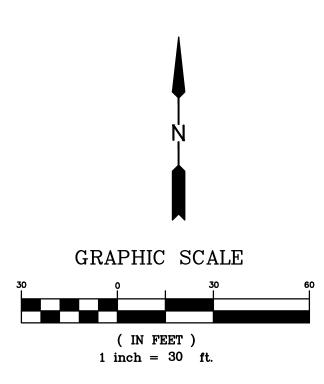
- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
   ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE
   ALL CURB TO BE B-6.12 UNLESS NOTED OTHERWISE.
   MAXIMUM CROSS SLOPE ON SIDEWALKS TO BE 2%.
   PROPOSED HANDICAP PARKING STALLS TO HAVE SIGNS & PAVEMENT MARKINGS THAT MEET ADA REQUIREMENTS.

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.

BENCHMARKS
BENCHMARK #1:

NUMBER BOLT ON FIRE HYDRANT EL. = 550.38

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









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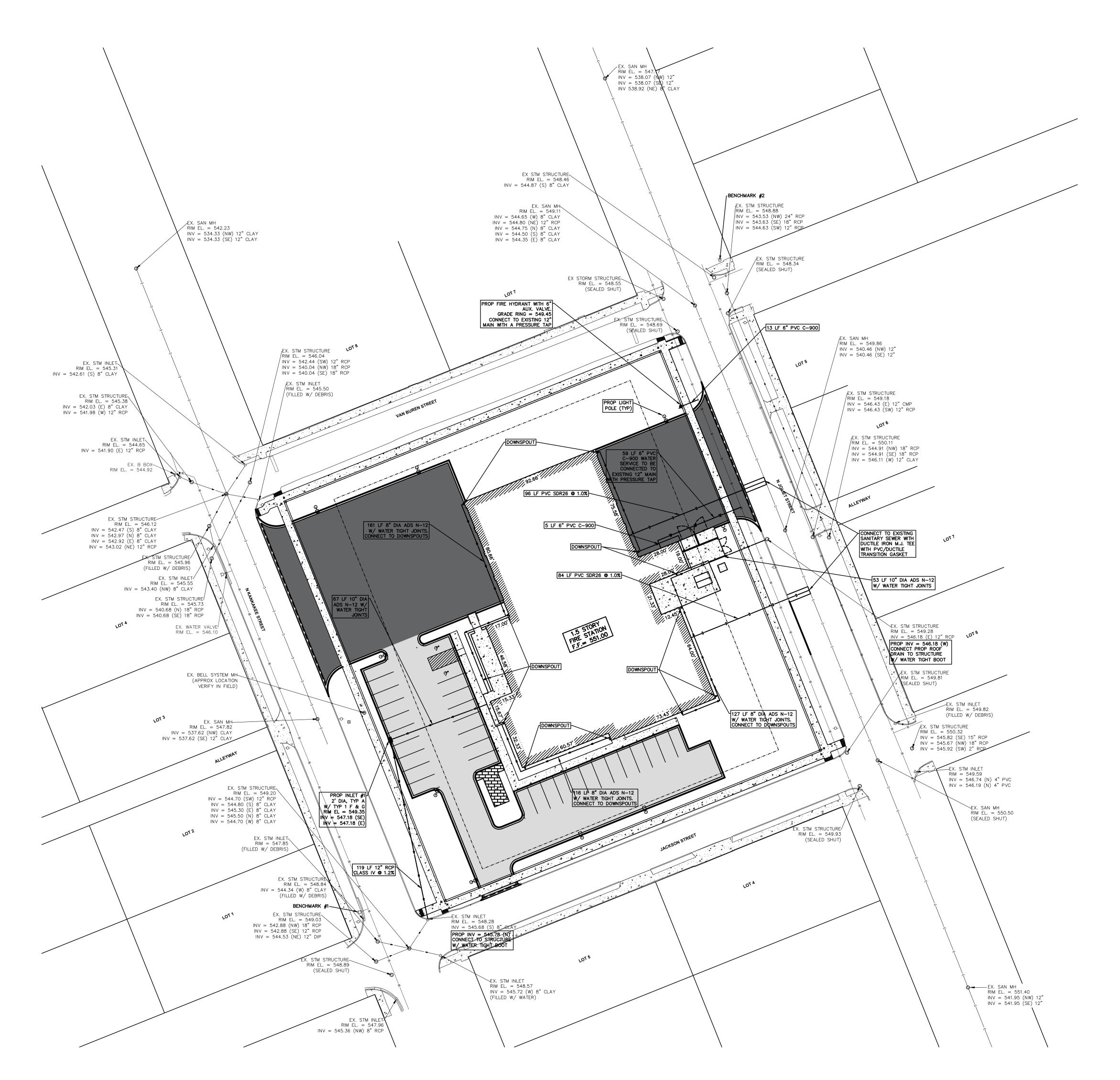
ew Fire Station

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**UTILITY PLAN** 

C-700

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NOTES:

- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS, UTILITY CONNECTION POINTS AT THE BUILDING AND TRIPLE BASIN LOCATION AND DETAIL
- ROOF DRAINS/DOWN SPOUTS TO BE CONNECTED TO THE SITE STORM SEWER.
   SEE PHOTOMETRIC PLAN BY 2010 ENGINEERING GROUP, LLC (DRAWING NO. 1813-B-1) FOR SITE LIGHTING SPECIFICATIONS, POLE FOUNDATION AND CONDUIT LOCATIONS.
- 4. WATER SERVICE LINE TO BE A MINIMUM OF 5.5' DEEP.5. WATER AND SANITARY SERVICE TO BE INSTALLED PER REQUIREMENTS IN THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS
- (8TH EDITION/2020).

  6. FITTINGS FOR THE DOWNSPOUT COLLECTION SYSTEM TO BE CONSIDERED INCIDENTAL TO THE PROJECT.

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.

7 FREE NO. 10 P. 1

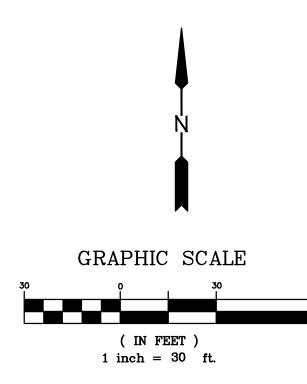
C-70

# **BENCHMARKS**

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

BENCHMARK #2:
NUMBER BOLT ON FIRE

EL. = 551.24









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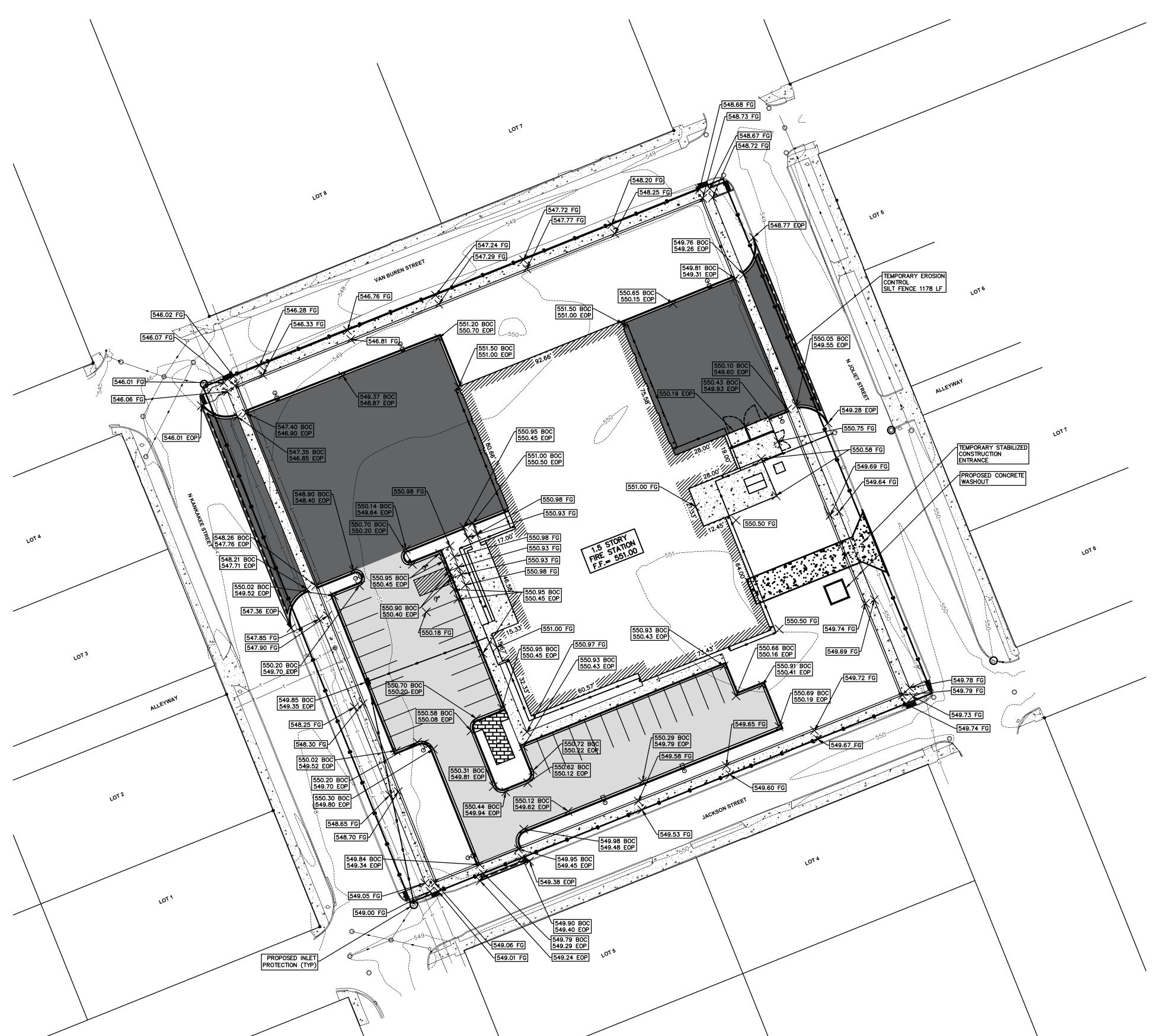
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GRADING & EROSION CONTROL

C-800

**PLAN** 



# ES:

- 1. THE SITE DOES NOT HAVE ANY REGULATORY FLOODPLAIN PER FEMA FIRM NUMBER
- 17197C0417G, REVISED FEBRUARY 15, 2019.

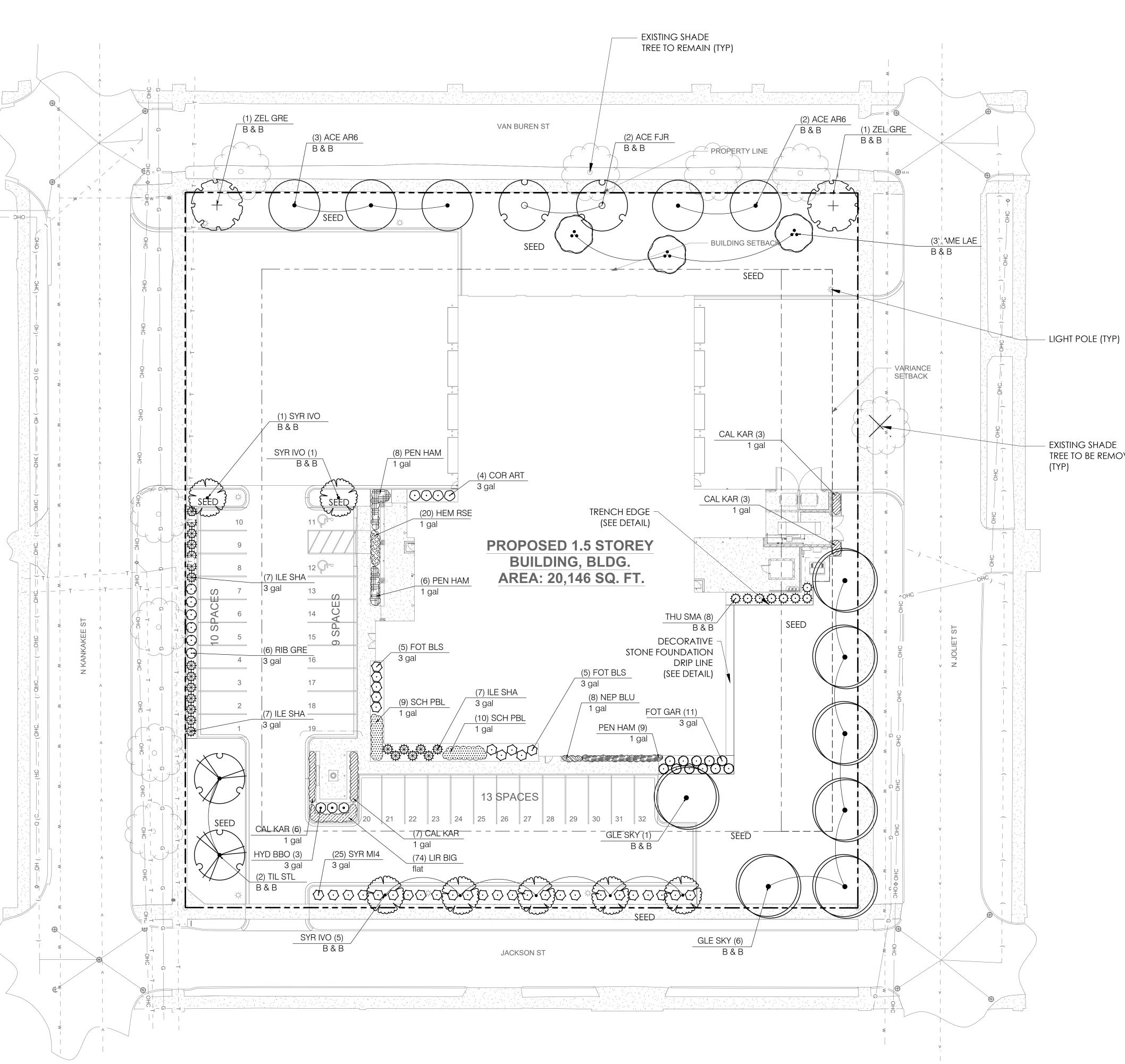
  2. THE SITE DOES NOT HAVE ANY MAPPED WETLANDS PER THE U.S. FISH AND WILDLIFE SERVICES NATIONAL WETLANDS INVENTORY MAP.
- CONTRACTOR TO PROVIDE NECESSARY PROTECTION TO EXISTING UTILITIES. ANY DAMAGE
  TO THE EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR.
   ANY FIELD TILES DISCOVERED 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.
- 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.

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.





TREES	BOTANICAL / COMMON NAME	<u>CONT</u>	<u>SIZE</u>	QTY 2	REMARKS
ACE FJR	Acer rubrum 'Frank Jr.' / Redpointe® Maple	B & B	2.5"Cal	2	
ACE AR6	Acer x freemanii `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 `Artic Fire` / Artic 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 'ILVOBO' TM / Bobo Panicle Hydrangea	3 gal	18" H.	3	
ILE SHA	llex glabra `Shamrock` / Inkberry	3 gal	18" H.	21	
RIB GRE	Ribes alpinum `Green Mound` / Green Mound Alpine Currant	3 gal	18" H.	6	
SYR MI4	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.	<u>QTY</u> 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 alopecuroides `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	

Premium Bluegrass, Fescue, Ryegrass Mix with Lightweight Erosion Control Blanket

EXISTING SHADE TREE TO BE REMOVED







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	<ul> <li>25% Review Set</li> </ul>	• 10.16.202
	<ul> <li>60% Review Set</li> </ul>	• 10.30.202
	<ul> <li>90% Review Set</li> </ul>	• 11.17.202
	<ul> <li>98% Review Set</li> </ul>	• 12.14.202
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LANDSCAPE PLAN

SCALE: 1" =20'

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LANDSCAPE **DETAILS** 

-SELECTIVELY REMOVE DAMAGED BRANCHES WHILE RETAINING NATURAL
SHAPE OF TREE. (NEVER CUT
LEADER, DO NOT LEAVE STUBS) SET TOP OF ROOT CROWN 4" ABOVE FINISHED GRADE \_\_CUT ALL BINDINGS & REMOVE ALL WRAPPING FROM TOP 1/3 OF ROOT BALL. -----4" MULCH LAYER AS SPECIFIED —6" HT. X 12" WATERING SAUCER AROUND PLANTING PIT. -TREE PLANTING FERTILIZER -EXCAVATED SOIL, AMENDED AS SPECIFIED

SHADE TREE PLANTING

SCALE: NTS

SEE PLANT LIST FOR SPACING 4" MULCH — -SET TOP OF ROOT MASS " ABOVE FINISHED GRADE FINISHED GRADE— SEE PLANS - REMOVE BURLAP (AS NEEDED) FROM TOP 1/3 OF ROOT BALL AFTER PARTIAL BACKFILLING 8" PLANTING SOIL MIX DEPTH WITH FERTILIZER AS SPECIFIED ALL PLANTS TO BE INSTALLED IN STAGGERED ROWS UNLESS OTHERWISE NOTED ON PLANS

DT-shrub-gyn

PLANT (TYP)

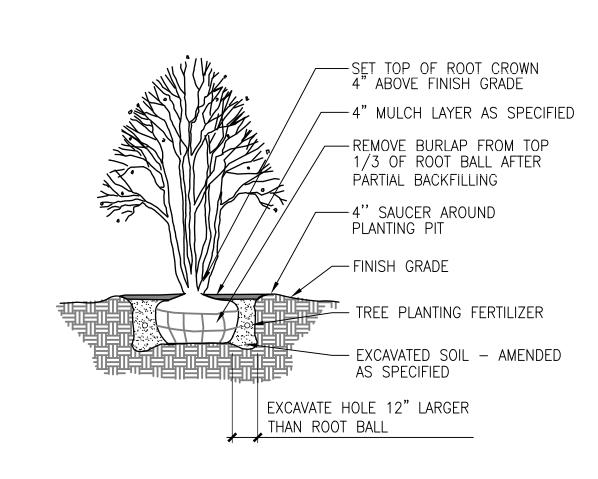
ADVANCE NOTICE FOR ON-SITE APPROVALS. THE LANDSCAPE CONTRACTOR IS TO THE 12. ALL TREES WITHIN A SPECIES SHALL HAVE MATCHING FORM, UNLESS OTHERWISE

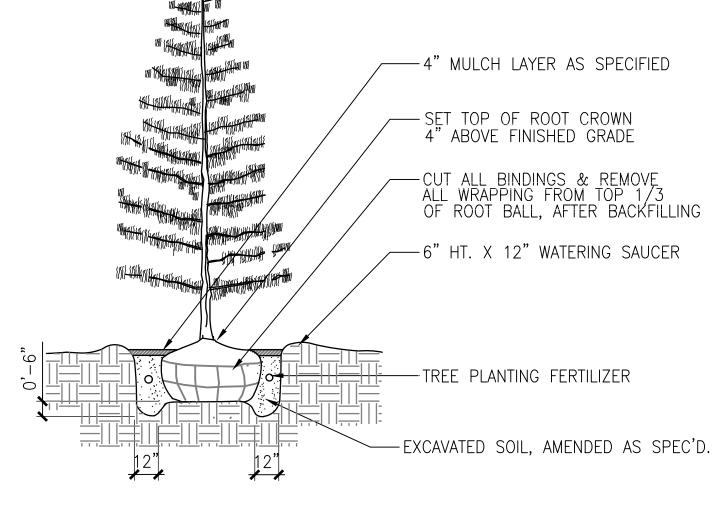
NOTED.

SHRUB PLANTING

ON-CENTER SPACING

SCALE: 1/2"=1'-0"





DT-groundcover-gyn

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

1. TRENCH EDGE DETAIL SHALL BE USED AT ALL LAWN

2. TRENCH EDGE SHALL CREATE A CLEAN SEPARATION

BETWEEN AREAS, AND SHALL CREATE SMOOTH AND EVEN

— 4" MULCH LAYER

-EXISTING GRADE OR

GRADE OF PLANTING

- UNDISTURBED SUBGRADE

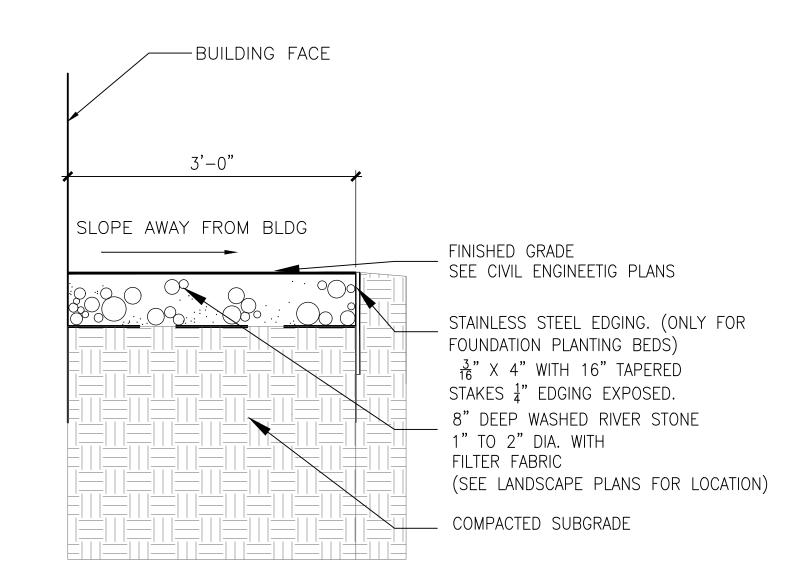
DT-Is-trench-gyn

EDGES AND AT EDGES OF MULCHED AREAS (FOR

LINES (AS INDICATED ON PLANS)

CONTAINMENT)

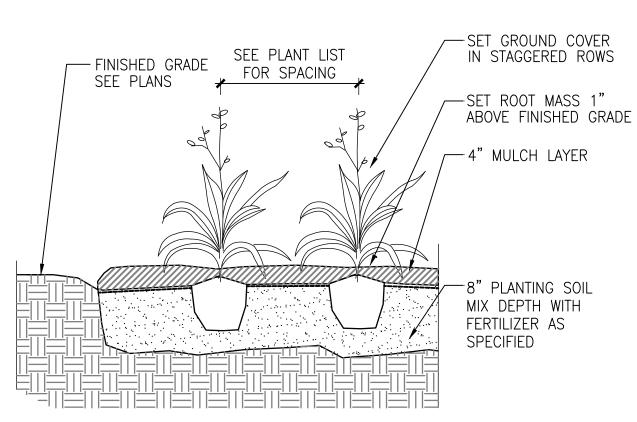


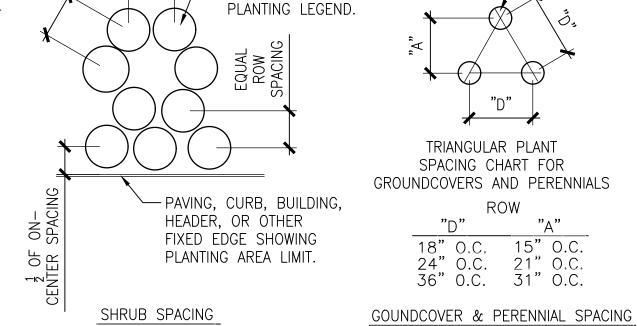


STONE FOUNDATION DRIP EDGE

SCALE: N.T.S.

DT-evergreen-gyn





---LOCATE PLANTS WITH

EQUAL SPACING AS

INDICATED ON THE

7. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL OF 11. GROUNDCOVERS AND SHRUBS ARE TO BE TRIANGULARLY SPACED UNLESS INDICATED ON THE PLANS.

> 13. ALL TREES, SHRUB AND GROUNDCOVER AREAS (EXCLUDING TURF AND SLOPE AREAS) ARE TO BE MULCHED PER DETAILS.

14. ALL MULCH TO BE DOUBLE SHREDDED HARDWOOD MULCH, BROWN IN COLOR MINIMUM 4" THICK.

15. 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.

16. PLANTING RESTRICTIONS: PLANT DURING ONE OF THE FOLLOWING PERIODS. COORDINATE PLANTING PERIODS WITH MAINTENANCE PERIODS TO PROVIDE REQUIRED MAINTENANCE FROM DATE OF SUBSTANTIAL COMPLETION.

1. SPRING PLANTING: 5/1 - 6/152. FALL PLANTING: 9/15 - 12/1

GROUNDCOVER PLANTING

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES AND STRUCTURES. SEE CONSTRUCTION NOTES.

2. 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.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AND/OR SUPPLIERS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.

4. THE LANDSCAPE CONTRACTOR IS TO RECEIVE THE SITE AT  $\pm 1/10$ TH OF AN INCH. THE LANDSCAPE CONTRACTOR SHALL OBTAIN A LETTER OF GRADE FROM THE GENERAL CONTRACTOR PRIOR TO BEGINNING WORK.

5. REFER TO SPECIFICATIONS FOR PLANTING REQUIREMENTS, MATERIALS, AND

EXECUTION.

6. 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.

10. 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.

9. IF CONFLICTS ARISE BETWEEN THE ACTUAL SIZE OF AREAS ON THE SITE AND THE DRAWINGS, CONTACT THE PROJECT MANAGER FOR RESOLUTION.

8. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AT LEAST 48

HOURS IN ADVANCE PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT

THE PROJECT MANAGER PRIOR TO DIGGING ANY HOLES. THE LANDSCAPE

FOLLOWING BEFORE BEGINNING INSTALLING PLANTINGS:

CONTRACTOR.

OBSERVATION SCHEDULES.

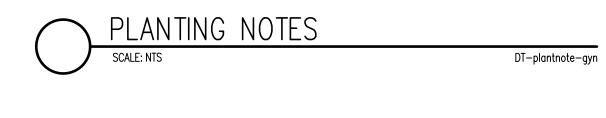
CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROJECT MANAGER ADEQUATE

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



## 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:
- Trees
   Shrubs
- 3. Perennials
- 4. Annuals
- 5. Ornamental grasses
- 5. Ornamen6. Mulch
- 7. Pruning
- 8. Guying and Staking9. Landscape Edging
- 10. Tree Watering Devices
- 11. Seeding.
- 12. Hydroseeding.
- 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.

damage caused by planting operations.

- 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.When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair

- 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
  - Supplier or distributor's name

Material name as shown on plans and specifications

- 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 balling 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.
- Requirements."

  3 Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site where the supervisor is the supervisor of Project site.

2. Experience: Five years' experience in landscape installation in addition to requirements in Section 01400 "Quality

- 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.

2. Major damage shall be cause for rejection.

- 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.
- 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, handing, and transportation.

a. If deciduous trees or shrubs are moved in full leaf, spray with antiesiccant at nursery before moving and again two

- weeks after planting.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
- C. Bulk Materials:
- 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or
- 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

D. Coordination with Lawns

lawns resulting from planting operations.

- 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.

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



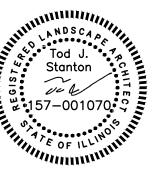


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## 1.13 WARRANTY AND GUARANTEE

- A. Guarantee trees, shrubs, groundcovers and all plant material for a period of one year from the date of final acceptance against defects not resulting from neglect of Owner, or abuse and damage by others.
- B. For a period of one year after acceptance of work, at no additional cost to the Owner, the Contractor is to replace any plants that are dead, or that are in unhealthy or unsightly condition, or have lost their natural shape due to dead branches or excessive pruning and replace planting materials/products due to faulty performance and/or deterioration beyond normal weathering. Inadequate maintenance by the Owner shall not be cause for replacement. All replacement planting is to be done no later than the succeeding season.
- C. Replacement plants shall be of the same variety and size or larger as originally specified in the plant list. Plants shall be planted as originally specified. All areas damaged by planting or replacement operations shall be fully restored to their original condition as specified. Remove all dead or defective plant material from the site immediately.
- D. A one year warranty shall also apply to the plants replaced at the first warranty walk-through.
- E. Begin interim maintenance period immediately after planting of landscape materials, and after planting of lawn areas, and continue interim maintenance until landscape work is deemed substantially complete and accepted by the Owner or
- F. The maintenance period, as specified on the bid form, will commence when all areas have received substantial completion. Large or phased projects may require adjustments to this date. This can be negotiated with the Owner and Landscape Architect after installation has begun.
- G. Meet with the Owner prior to final acceptance, and prior to the termination of the maintenance period, to go over maintenance requirements of the project. Note that information conveyed to the Owner shall be consistent with the maintenance instructions provided by the contractor, as part of the contract close out submittals.

## PART 2 - PRODUCTS

## A. Mulches

- 1. Refer to plans for specified materials.
- B. Stakes and Guys (Use only if specified)
- 1. Stakes 6' and 2' long, heavy-duty t-bar steel posts.
- 2. Guys 12 gauge galvanized steel wire 3. Nylon straps -  $1 \frac{1}{2}$ ", with metal grommeted ends.

welded to face of sections to receive stakes.

4. <sup>3</sup>/<sub>4</sub>" White, PVC pipe, 24" lengths.

## C. Tree wrapping

- Clark's Tree Wrap, 4" wide, designed to prevent winter bark injury. Secure with flexible grafting ties.
- D. Landscape Edging (Use only if specified)
- 1. Steel edging: Standard commercial-steel edging, fabricated in sections of standard lengths, with loops stamped from or
- a. Manufacturer: Sure-loc Steel Edging, 800-787-3562, or equal
- 2. Edging size: ½" x 5" x 16", unless specified otherwise on plans.
- 3. Stakes: Tapered steel, a minimum of 12 inches long.
- 4. Accessories: Standard tapered ends, corners, and splicers.
- 5. Finish: Black powder coat, unless specified otherwise on plans.

## E. Tree-Watering Devices

- 1. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over 5 to 9 hours; manufactured from UV-light stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE
- a. Manufacturer: Treegator by Spectrum Products, Inc., 866-873-3428, or equal

1. Grass seed: Fresh clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and

- germination tolerances. 2. Refer to plans for seed mixture.
- 3. Seed mixture is to be applied at a rate of 800 lbs/acre.

## G. Turf Sod

- 1. Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development
- 2. Refer to plans for specified sod blend.
- H. Native Prairie, Bioswale, Detention Area, and/or Wetland Seed
- 1. Fresh, clean, and dry new seed from a source specializing in native seed production. Seed shall be sourced no more
- than 350 miles from the Project site. 2. Refer to plans for seed mixture.
- 3. Refer to plans for seeding rate.
- 4. Install a mycorrhizal inoculant with seed mix at a rate of 40 lbs/acre.
- 5. Refer to plans for cover crop species and seeding rate. At no time should annual or perennial Rye (Lolium multiflorum
- or perenne) be utilized as a cover crop.

# Fertilizer

- 1. Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
- a. In the spring (April 1-15), fertilize trees, shrubs, ornamental grasses, and groundcover with 18-7-10 formulation, slow release fertilizer at the rate of 6 oz/1,000 sq. ft. Use a broadcast method for application of fertilizer. (a) For lawns areas (turf grass) April 1-15: Application of 20-5-10-1% Fe 25% SCU at the rate of 5 lbs. per 1,000
- sq. ft. for 1 lb. Actual Nitrogen per 1,000 sq. ft. Thoroughly sweep curb, gutter, and walks after application of fertilizer and prior to irrigating. Do not apply fertilizer during rainfall or when rainfall is imminent. Protect all concrete fr'
- (v) Trace element forms Zinc, Copper, Boron, and Manganese
- August 1-15: Repeat June application October 1-15: 24-6-12 no Fe 30%SCU

anchorage system for slope conditions

# J. Pesticides

- 1. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- 2. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- 3. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

# K. Erosion Control Materials

- 1. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.
- 2. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd. (0.5 kg/sq. m),
- with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long. 3. Erosion-Control Mats: Cellular, nonbiodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface, mat thickness as specified on the Drawings. Include manufacturer's recommended

1. Free of substances harmful to plant growth. Be responsible for furnishing water from underground sprinkler system, quick couplers, or other source.

## Trees, Shrubs, Ornamental Grasses, and Perennials

- 1. Provide nursery grown trees, shrubs, ornamental grasses, and perennials except as otherwise indicated, grown in a recognized nursery in accordance with good horticultural practice, with healthy root systems developed by transplanting or root pruning. Provide only healthy vigorous stock, free of diseases, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, or disfigurement. Plants grown in Hardiness Zones 2, 3, 4, 5, and 6 only, will be accepted. Hardiness Zones are defined in U.S. Department of Agriculture publications. Grower's certificates may be required when doubt exists as to the origin of the plant material.
- 2. Provide trees, shrubs, ornamental grasses, and perennials true to name and variety established by the American Joint Committee on Horticultural Nomenclature "Standardized Plant Names", Second Edition, 1942.
- 3. Provide trees, shrubs, ornamental grasses, and perennials of the size shown or specified in the plant list and in accordance with the dimensional relationship requirements of ANSI Z60.1 for the kind and type of plant material required. Plant material of larger than specified size may be used, in which case the sizes of the root balls will be increased proportionately.
- 4. Label each tree and shrub with a securely attached waterproof tag bearing legible designation of botanical and common

temporarily label with numbers (if necessary) to assure symmetry in planting. Labels shall be removed prior to initial

- name and size during shipping. Labels shall be removed prior to initial acceptance (substantial completion). 5. Where formal arrangements or consecutive order of plants are shown, select stock for uniform height and spread, and
- acceptance (substantial completion). 6. Provide plant material complying with the recommendations and requirements of ANSI Z60.1 "Standard For Nursery Stock" and as further specified.

## N. Deciduous Trees

- 1. Provide trees of the height and caliper listed or shown.
- 2. Where shade trees are required, provide single stem trees with straight trunk and intact leader, free of branches to a
- 3. Where small trees of upright or spreading type are required, provide trees with single stem, branched or pruned naturally according to species and type, and with the relationship of caliper and branching recommended by ANSI
- Z60.1, unless otherwise shown. 4. Where shown as "bush form" provide trees with 3 or more stems starting close to the ground in the manner of a shrub.
- 5. Where shown as a "clump form" provide trees with 3 or more stems starting from the ground.
- 6. Provide balled and burlapped deciduous trees unless noted as container plants. Balled and burlapped plants shall be dug with firm, natural balls of earth of the diameter specified or larger, to encompass the fibrous and feeding root system necessary for full recovery of the plant. No balled or burlapped plant shall be accepted if the ball is broken or the trunk is loose in the ball.
- 7. All labels and tags shall be removed prior to initial acceptance (substantial completion).

## O. Deciduous Shrubs and Groundcovers

- 1. Provide deciduous shrubs with not less than the minimum number of canes required by ANSI Z60.1 for the type and
- 2. Plants furnished in containers shall have been grown in pots, cans, or baskets long enough to have sufficient roots to hold earth together intact after removal from container, without being root bound.
- 3. All labels and tags shall be removed prior to initial acceptance (substantial completion).

## P. Coniferous and Broadleaf Evergreens

- 1. Provide evergreens of the size shown. Dimension indicates minimum spread for spreading and semi-spreading type evergreens and height for all other types such as globe, dwarf, cone, pyramidal, broad- up-right, and columnar.
- 2. Provide evergreens with well-balanced form complying with requirements for other size relationships to the primary
- 3. Trees shall exhibit consistent growth periods, and shall not exhibit signs of accelerated growth. 4. Provide balled and burlapped evergreen trees unless noted as container or collected stock.
- 5. Foliage shall have a good intense color.
- 6. Trees shall contain a central dominant leader with evenly spaced branches. Plants containing multiple central leaders
- will be rejected, unless the Project Manager has made special exception or tagged plant material at the nursery.
- 7. All labels and tags shall be removed prior to initial acceptance (substantial completion).

## Q. Requirements for Balled and Burlapped Stock:

- 1. Where shown or specified to be balled and burlapped, provide trees and shrubs dug with a firm, natural ball of earth in
- 2. Provide ball size of not less than the diameter and depth recommended by ANSI Z60.1 for the type and size of tree or shrub required. Increase ball size or modify ratio of depth to diameter as required to encompass the fibrous and feeding root system necessary for full recovery of trees or shrubs subject to unusual or atypical conditions of growth, soil conditions, or horticultural practice.
- 3. Wrap and tie earth ball as recommended by ANSI Z60.1 for the size of balls required. Drum-lace balls with a diameter of thirty inches (30") or greater.
- 4. All labels and tags shall be removed prior to initial acceptance (substantial completion).

# R. Requirements for Container Grown Stock

- 1. Where specified as acceptable, provide healthy, vigorous well rooted shrubs or ornamental grasses established in the container in which they are sold.
- 2. No bare rooted or recently containerized stock will be accepted.
- 3. Established container stock is defined as a tree or shrub transplanted into a container and grown in the container for a length of time sufficient to develop new fibrous roots so that the root mass will retain its shape and hold together when
- 4. Use rigid container which will hold ball shape and protect root mass during shipment.
- 5. Provide trees and shrubs established in containers of not less than the minimum sizes recommended by ANSI Z60.1 for the kind, type, and size of trees and shrubs required.
- 6. All labels and tags shall be removed prior to initial acceptance (substantial completion).

# S. Plugs

- 1. Provide plugs in 2-3/8" square x 3-3/4" deep open-bottomed pots from a source specializing in native species. Plugs shall be sourced no more than 350 miles from the Project site.
- 2. Plugs shall be thoroughly rooted throughout the container.
- 3. See plans for species and spacing.
- 4. All plug installations shall be accompanied by goose exclosure, per the Drawing details, for up to 12 months after installation. Contractor to remove goose exclosure after 12 months.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance
- 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
- 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance. 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and

- levels to attain the required results. 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- contamination as directed by Project Manager and replace with new planting soil. C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by
- 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray if used.
- 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

## 3.3 INSTALLATION

- A. General: Prepare planting area for soil placement and mix planting soil as indicated on the drawings.
- B. Before planting, obtain Project Manager's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- C. Proceed with and complete the landscape work as rapidly as portions of the site become available, working within the seasonal limitations for each kind of landscape work required.
- D. Cooperate with any other Contractors and trades which may be working in and adjacent to the landscape work areas. Examine drawings which show the development of the entire site and become familiar with the scope of all work required.
- 3.4 FINAL PLANT LOCATIONS
- A. Stake location of individual trees, for approval by Project Manager, prior to planting or excavating
- B. If a new tree or shrub relocation is necessary due to interference with underground piping or wiring, the Contractor shall notify the Project Manager and receive approval of a new location.
- C. The Project Manager must approve the precise location of all plants prior to pit excavation and installation.
- D. Make minor adjustments as requested by the Project Manager, or as necessary to avoid conflicts with utility locations.
- 3.5 EXCAVATION FOR PLANTING
- A. Where rubble fill is encountered, notify Project Manager and prepare planting pits properly by removal of rubble or other
- B. If rock, underground construction work, or other obstructions are encountered in excavation for planting of trees or shrubs, notify the Project Manager. If necessary, new locations may be selected by the Project Manager
- C. If subsoil conditions indicate the retention of water in planting areas, as shown by seepage or other evidence indication the presence of underground water, notify the Project Manager before backfilling.
- D. Planting Pits and Trenches: Excavate circular planting pits
- 1. Excavate planting pits with sides sloping at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
- 2. Excavate at least 2-times the diameter of the root ball in width.
- 3. Do not excavate deeper than depth of root ball, measured from the root flare to the bottom of the root ball.
- 4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
- 5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving structures, hardscapes, or other new or existing improvements
- 6. Maintain supervision of excavations during working hours.
- 7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
- 8. If drain tile is indicated on Drawings, or required under planting areas, excavate to top of porous backfill over tile.
- E. At the Project Manager's option, plant pits will be filled with water and must drain completely within twenty-four hours to be acceptable. Pits that do not drain shall be provided with twelve inch (12") diameter X thirty six inch (36") deep auger holes (one per tree pit) to be filled with 1 1/2" gravel. A change order will be issued if the Project Manager determines drain holes shall be installed.
- F. Backfill Soil: Subsoil and topsoil removed from excavation may be used as backfill soil unless otherwise indicated.
- 3.6 TREE, SHRUB, ORNAMENTAL GRASS, AND PERENNIAL PLANTING
- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil
- removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break. C. Set container grown stock, excavate as specified for balled and burlapped stock except container width and depth shall
- govern. Pit shall be at least twice as wide as the container. D. Set tree ball, plumb and in the center of pit or trench with top of ball 2", minimum, above adjacent landscape grades. Remove burlap from sides and tops of balls, but do not remove from under balls. Remove platforms, if any, before setting. Do not use stock if ball is cracked, or broken before or during planting operation. When setting place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is
- absorbed. Water again after placing final layer of backfill. No burlap shall be pulled out from under balls. E. A minimum of three-quarters of the wire basket and surplus nylon or binding shall be completely removed, taking care not
- to damage the root ball. Any roots which are bruised or broken shall be pruned at the time of planting. F. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with a metal cutter, and remove bottoms of wooden boxes before setting. Carefully remove cans and sides of wooden boxes after partial backfilling
- G. Set out ornamental grasses, perennials, and groundcovers at spacing noted on the Plans in even rows with triangular spacing. Dig holes large enough for spreading of roots. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- H. For plantings in non-turf areas, provide berm around the edge of excavations to form shallow saucer to collect water and to
- I. After planting, the Contractor shall water each plant regularly until final acceptance.

so as not to damage root balls.

- J. All labels and tags shall be removed. 3.7 EDGING INSTALLATION
- A. Steel Edging: Install steel edging where indicated on the Drawings according to manufacturer's written instructions. Anchor with steel stakes spaced approximately 30 inches apart, driven below top elevation of edging.
- B. Shovel-Cut (Spade) Edging: Separate mulched areas from turf areas with a 45-degree, 4 6 inch deep shovel-cut edge at bedlines shown on the Drawings.







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- C. Mow-Strip/Maintenance Edge Installation:
- 1. Excavate for mow strip or maintenance edge as indicated on Drawings.
- 2. Compact subgrade uniformly beneath mow strip or maintenance edge. 3. For mow strips, apply nonselective, pre-emergent herbicide that inhibits growth of grass and weeds. For maintenance
- edges, install 6-oz non-woven geotextile fabric as shown on the Drawing Details.
- 4. Install steel edging, delineating the edge of the mow strip or maintenance edge.
- 5. Place indicated thickness of mulch or stone. 6. Rake mulch to a uniform surface level with adjacent finish grades.
- D. Outline Edger lines with stakes or paint for acceptance by Project Manager before installing irrigation.
- E. Spade cut edger shall be in all locations identified on the Drawings. Minor fine tuning of these lines may be required after

## 3.8 MULCHING

- A. Fine grade all planting beds to be mulched allowing for full depth of specified mulch.
- B. Place specified mulch evenly over all areas at depth indicated on plans.
- C. Rake and feather finish grade of mulch level and ½" below adjacent edger surfaces (if edger is specified).
- D. Make sure mulch is at full depth at adjacent walks and paved surfaces and that mulch doesn't protrude above these surfaces.
- E. Mulch a 36" diameter ring around all trees in turf areas with specified depth of wood mulch, after irrigation areas have been watered in.
- F. All trees and shrubs in native areas are to have a mulch ring equal to the diameter of the planting pit. Mulch shall be a uniform three inches in depth. Do not remove saucer (or berm) around plants in native areas when mulching.

### 3.9 PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any.
- C. Prune shrubs to retain their natural character and shape, and to accomplish their use in the landscape design.
- D. Do not apply pruning paint to wounds.
- E. Required shrub sizes are the size after pruning.
- F. Remove and replace excessively pruned or deformed stock resulting from improper pruning.

# 3.10 GUYING AND STAKING

A. Standard guying system 1. Pound stakes into undisturbed soil beyond the planting pit so that stake is secure (2' deep minimum). Secure wire through metal grommets on nylon strap and wrap above first branch or at mid-point of tree. Secure guy wire to stake so that it is taut but allows some movement and so that no sharp projection of wire are extending from post. Adjust tension on wire if needed. Flag guy wire with 3/4" PVC pipe for visibility.

## B. Alternate (conifer) guying system

1. Pound stakes into undisturbed soil beyond the planting pit so that stake is secure (2' deep min.), angling away from planting pit and so that top is flush with finish grade. Secure wire through metal grommets on canvas strap and wrap at mid-point of tree. Secure guy wire to stake so that it is taut but not overly tight and so that no sharp projection of wire are extending from post. Adjust tension on wire if needed. Flag guy wire with 3/4" PVC for visibility.

# 3.11 INSTALLING SLOW-RELEASE WATERING DEVICE

- A. Provide one device for each tree.
- B. Place device on top of the mulch at base of tree stem and fill with water according to manufacturer's written instructions.
- 3.12 MECHANIZED TREE-SPADE PLANTING (FOR ON-SITE TRANSPLANTS, IF INDICATED ON PLANS)
- A. Trees may be planted with an approved mechanized tree spade at the designated locations. Do not use tree spade to move trees larger than the maximum size allowed for a similar field-grown, balled-and-burlapped root ball diameter according to ANSI Z60.1, or larger than manufacturer's maximum size recommendation for the tree spade being used, whichever is
- B. Use the same tree spade to excavate the planting hole as will be used to extract and transport the tree. C. When extracting the tree, center the trunk within the tree spade and move tree with a solid ball of earth.
- D. Cut exposed roots cleanly during transplanting operations.
- E. Plant trees following procedures in "Tree, Shrub, Ornamental Grass, and Perennial Planting" Article.
- F. Where possible, orient the tree in the same direction as in its original location (north side north).
- 3.13 PLACING SOIL IN PLANTERS
- A. Place a layer of drainage gravel at least 4 inches thick in bottom of planter. Cover bottom with filter fabric and wrap filter fabric 4 inches up on all sides. Duct tape along the entire top edge of filter fabric to secure the filter fabric against the sides during the soil-filling process.
- B. Fill planter with planting soil. Place soil in lightly compacted layers to an elevation of 1-1/2 inches below top of planter, allowing natural settlement

# 3.14 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil as indicated on the Drawings.
- B. Placing Planting Soil: Place planting soil as indicated on the Drawings.
- 1. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not
- D. Before planting, obtain Project Manager's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

# 3.15 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- C. Fill cells of erosion-control mat with planting soil and compact before planting.
- D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

### 3.16 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h).
  - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
- 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate according to the written recommendations of the seed supplier
- C. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blanket installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.
- F. Protect seeded areas with slopes not exceeding 1:4 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre > to form a continuous blanket 1-1/2 inches (38 mm) in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
- 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- 2. Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 13 gal./1000 sq. ft. (38 to 49 L/92.9 sq. m) Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean
- G. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch (4.8 mm) and roll surface smooth.

## 3.17 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
- 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
- 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre (15.6-kg/92.9 sq. m) dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
- 3. Spray-apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less than 500-lb/acre (5.2-kg/92.9 sq. m) dry weight, and seed component is deposited at not less than the specified seed-sowing rate. Apply slurry cover coat of fiber mulch (hydromulching) at a rate of 1000 lb/acre (10.4 kg/92.9 sq. m).

## 3.18 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
- 1. Lay sod across slopes exceeding 1:3.
- 2. Anchor sod on slopes exceeding 1:6 with bio-degradable stakes spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

## 3.19 PLUGGING

A. Plant plugs in holes or furrows, at spacings indicated on the Drawings in triangular pattern. On slopes, contour furrows to

## 3.20 TURF RENOVATION

- A. Renovate existing turf where indicated.
- B. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
- 1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
- 2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- D. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches (150 mm).
- I. Apply soil amendments as required based on site-specific soil conditions and initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches (100 mm) of existing soil. Install new planting soil to fill low spots and meet
- 1. Initial Fertilizer: Slow-release fertilizer applied according to manufacturer's recommendations.
- J. Apply seed and protect with straw mulch or sod (see Drawings) as required for new turf.
- K. Water newly planted areas and keep moist until new turf is established.

# 3.21 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
- 2. In areas where mulch or blanket has been disturbed by wind or maintenance operations, add new mulch/blanket and anchor as required to prevent displacement.
- 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

# B. Watering:

- 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
- 2. Water turf with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.

- Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain proper grass height
- D. Turf Post-fertilization: Apply as noted in Materials Article, I. Fertilizer, based on season.

## 3.22 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Project Manager:
  - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm)
- 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is

## 3.23 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and groundcover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
- C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

# 3.24 FIELD QUALITY CONTROL

- A. When all the landscape work is completed, the Project Manager shall, upon seven (7) calendar days advance notice, make an inspection of the landscape work to determine if the work is complete. The Project Manager shall prepare a punch list of items improperly installed, inadequately sized or otherwise deficient based on the findings of his inspection. The punch list shall be completed not more than seven (7) working days after the field inspection. When the Contractor has remedied all deficiencies and completed all items on the punch list, the Contractor shall request another inspection by the Project Manager to determine whether the deficiencies have been adequately corrected. Once the punch list items have been corrected and re-inspected, the Project Manager shall issue a written certificate to the Owner who will then respond to the Contractor in writing formally accepting the work and beginning the warranty and guarantee period.
- Additional landscape inspections shall be conducted upon request by the Project Manager, to determine the condition of the work at the completion of the guarantee period.
- C. The required maintenance instructions shall be forwarded to the Owner's representative prior to the final acceptance to inform the Owner of any maintenance responsibilities that would be required for the project.

# 3.25 CLEANING AND PROTECTION

- A. During landscape work, store materials and equipment where directed.
- B. Keep pavements clean and work areas in an orderly condition.
- C. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas. At the time of the final inspection of the work and before the issuance of Final Acceptance, all paved areas shall be thoroughly cleaned by the Contractor by sweeping, and washing. All construction equipment and excess materials shall have been removed and any debris or rubbish shall have been removed
- D. Protect landscape work from loss, damage, and deterioration during storage, installation, and maintenance periods.
- E. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- F. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- G. Protect from unauthorized persons (trespassers), as well as from operations by other Contractors and tradesmen and landscape operations.

H. Remove non-degradable erosion-control measures after grass establishment period. END OF SECTION 02920







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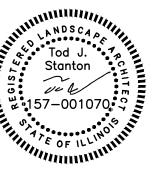
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DATE

**LANDSCAPE SPECIFICATIONS** 

## **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.

Alderperson Kirwin made a motion and Alderperson 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**

Alderperson Kirwin – No Comment

Alderperson Vice – No Comment

Alderperson Allred – Absent

Alderperson Holmes – No Comment

Alderperson Jeffries – No Comment

Alderperson Knight – No Comment

Alderperson Mietzner – No Comment

Alderperson Smith – No Comment

#### **EXECUTIVE SESSION**

No Executive Session

#### **ADJOURNMENT**

The motion to adjourn the meeting was made by Alderperson Allred and seconded by Alderperson 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 19th 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":

<u>SECTION 3: FILING WITH THE COUNTY CLERK</u> – 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.

<u>SECTION 5: SEVERABILITY</u> – 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
TOTAL APPROPRIATIONS	\$1,379,433

Part   Common   Com			FYE 24 APPROPRIATION	RAISED FROM OTHER SOURCES	AMOUNT TO BE RAISED BY TAXATION
10-10-10    Magas - Financo & Adm. (Corposes et BLCS 98-9-1)   \$252,652		·			
FICA Taxas			\$828,622	\$443,422	\$385,200
0		· ·		,	-
0.101-0.013   SUITA   Tax.   10,803   10,803   0   0.101-0.015   0.101				· ·	
G1-F1-61-014   MRF (BILLS 597-77)   5,425   0		· -	-		
0.1-0.1-0.15   OVERTINE WAGES					
Audit Accounting Services   0				844	·
1-14-18-385	01-01-6050	Elected/Apptd Officials Wages	94,500	-	0
1-01-03-050   Dues, Subzoro, & Memberships   50,000   50,000   0   0   0   0   0   0   0   0		T. C.		_	
				· ·	-
1-01-01-03-050   192,890   0   0   0   0   0   0   0   0   0				•	
1-01-03-030		• •	·	· ·	-
1-01-01-01-01-01-01-01-01-01-01-01-01-01		·		·	
10-13-68-00   Maint-Awhicles   0 0 0 0 0 0 0 10-13-68-00   Microsel-geal Publications   3,000 3,000 0 0 0 10-13-68-00   PUBLISHING/PRINTING   10,440 10,440 0 0 0 10-13-68-77   PUBLISHING/PRINTING   10,440 10,440 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	01-01-6460			•	
10-11-8650		, ,		•	
10-10-16-555   PUBLISHNO/PRINTING					
10-10-16-855					
0-10-16-677   Prof Fees - Other					-
1-01-06675   Pace Bus Service   0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			51,000	51,000	0
0-10-16-727		,		-	
1-1-1-6750   Teleprom/Intermet				-	
1-10-16-770				•	
1-10-16-9830   Clasoline & Oil   1,500   1,500   0   1,500   0   1,500   0   0   1-10-16-9850   Postage   3,000   3,000   0   0   0   0   0   0   0   0   0			· ·	-	
10-10-16-860   Office Supplies   19,500   19,500   0   0   10-16-9870   Oper Supplies and Tools   15,000   15,000   0   0   0   0   0   0   0   0   0				·	-
1-10-18-970   Oper Supplies and Tools   15,000   15,000   0   0   0   0   0   0   0   0   0					
0.1-0.1-7110	01-01-6965		· ·		
0-10-17-1720		,		•	
10-10-17-1725   WCHC - Community Matching   0		·		_	
10-10-17-1730   Economic Develop Corn Exp   0					
0-1-0-1-7150   Mayor's Misc Exp   6,000   6,000   150,000   0   0   0   0   0   0   0   0				ő	
10-10-17-165   Community Festivals   0		· · · · · · · · · · · · · · · · · · ·	6,000		0
10-10-17-156	01-01-7151				
10-10-17-187				-	
10-10-17-160			-	*	
101-01-7180   Police Commission Exp   0 0 0 0 0 0 0 0 0 0 0 10-01-7320   Equipment Purchase   192,000 192,000 0 0 0 0 10-01-7321   Leased Equipment Expense   24,900   24,900   0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0				•	
101-01-7320	_		,	· · · · · · · · · · · · · · · · · · ·	·
01-01-7360   Expensed Equipment   Service & Investment Fees   3,000   3,000   0   0   0   0   0   0   0   0   0			192,000	192,000	0
101-01-7940   Service & Investment Fees   300   300   300   0     101-01-7951   Sales Tax Credit   0   0   0   0     101-01-7951   Sales Tax Credit   0   0   0   0     101-01-7952   Ullity Tax Credit/Job Inctv   0   0   0   0     101-01-8020   Transfers to Other Funds   178,500   178,500   178,500     101-01-8021   Contingency   240,000   240,000   240,000   0     TOTAL FINANCE AND ADMINISTRATION EXPENDITURES   2,695,238   2,303,613   391,625      DEPT 02	01-01-7321			•	•
01-01-7950   Refunds   3,000   3,000   0   0   0   0   0   0   0   0   0					
0					
01-01-7952				3,000	
01-01-8020   Transfers to Other Funds   178,500   240,000   240,000   240,000   0   0   0   0   0   0   0   0			_	Õ	
DEPT 02	01-01-8020	•	178,500	178,500	0
DEPT 02   Public Grounds & Buildings	01-01-8021	Contingency	240,000	240,000	0
01-02-6010   Wages		TOTAL FINANCE AND ADMINISTRATION EXPENDITURES	2,695,238	2,303,613	391,625
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         72,465         0           01-02-6670         Prof Fees - Other         105,000         105,000         0         0           01-02-6715         Rental of Buildings/Space         0         0         0         0         0           01-02-6760         Telephone/Internet         0 <td></td> <td>Public Grounds &amp; Buildings</td> <td></td> <td></td> <td></td>		Public Grounds & Buildings			
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 Fess - Other         105,000         105,000         0           01-02-6715         Rental of Buildings/Space         0         0         0         0           01-02-6760         Telephone/Internet         0         0         0         0         0           01-02-6810         Utilities         7,500         7,500         0		<del>-</del>			
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         0           01-02-6760         Telephone/Internet         0         0         0         0           01-02-6810         Utilities         7,500         7,500         0         0           01-02-6970         Oper Supplies and Tools         7,500         7,500         0         0           01-02-7160         Misc Expense         0         0         0         0         0           01-02-7320         Equipment Purchases         0         0         0         0         0           01-02-8021         Contingency         90,000         90,000         90,000         0         0           TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES         815,827         815,827         0           DEPT 03         Police Dept         4,654,386         4,389,886         264,500           01-03-6011         FICA Tax         479,999         479,999         479,999         0           01-03-6013         SUTA Tax		·	·		
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         90,000           0         0         0         0         0           TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES         815,827         815,827         0           0         0         0         0         0         0           TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES         815,827         815,827         0           01-03-6011         Wages - WPD (Police Protection 65 ILCS 5/11-1-3)         4,654,386         4,389,886         264,500           01-03-6013         SUTA Tax         135,497         135,497         <		<u>*</u>		•	
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         0           01-02-7320         Equipment Purchases         0         0         0         0         0           01-02-8021         Contingency         90,000         90,000         90,000         0           TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES         815,827         815,827         0           Delice Dept         TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES         815,827         815,827         0           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			•		
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         815,827         815,827         0           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			·		
01-02-6970         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         815,827         0         0           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	01-02-6760		0		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         Vages - WPD (Police Protection 65 ILCS 5/11-1-3)         4,654,386         4,389,886         264,500           01-03-6010         Wages - WPD (Folice Protection 65 ILCS 5/11-1-3)         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					
01-02-7320 Onl-02-8021         Equipment Purchases Contingency         0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 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				-	=
TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES 815,827 815,827 0    DEPT 03		·	•	*	
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		TOTAL PUBLIC GROUNDS AND BUILDINGS EXPENDITURES	815,827	815,827	0
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	DEDT 03	Police Dent			
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			4.654.386	4.389.886	264.500
01-03-6014 IMRF (40 ILCS 5/7-171) 1,425 0 1,425	·				
				•	•
- MUZIO - MEDIDE MADES - MUZIO 11				-	
	01-03-0015	Overallie vvages	230,210	290,210	U

		FYE 24	RAISED FROM	AMOUNT TO BE
		APPROPRIATION	OTHER SOURCES	RAISED BY TAXATION
01-03-6020	Part Time Wages	222,951	222.951	0
01-03-6030	Crossing Guard Wages	6,211	6,211	Ō
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 01-03-6340	Prof Fees - Computer R&M Prof Fees - Dispatch Sycs	81,000 630,065	81,000 630,065	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 3,900	0
01-03-6650 01-03-6670	Notices/Legal Publications Prof Fees - Other	3,900 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 01-03-6770	Telephone/Internet Training, Mtg & Travel Expense	90,000 75,000	90,000 75,000	0
01-03-6775	Grant Expenditures	75,000	75,000	0
01-03-6930	Gasoline & Oil	204,000	204,000	Ō
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 01-03-7160	Uniforms & Accessories Misc Expense	90,000 1,500	90,000 1,500	0
01-03-7160	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
	TOTAL POLICE EXPENDITURES	8,647,471	8,381,546	265,925
Dept 04	Police Commission Board			
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 01-04-6460	Dues Legal	0	0	0
01-04-6770	Training, Seminars	0	ō	o
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 45.000	0
01-04-7180 01-04-8021	Police Commission Expenses Contingency	45,000 0	45,000 0	0 0
	TOTAL POLICE COMMISSION BOARD EXPENDITURES	50,400	50,400	0
		50,400	00,400	· ·
DEPT 05 01-05-6010	Public Works Wages - PW	692,619	692,619	0
01-05-0010	Mayor's Internship Program	3,100	3,100	0
01-05-6011	FICA Tax	53,223	53,223	Ō
01-05-6012	City Engineer Services	0	0	0
01-05-6013	SUTA Tax	10,500	10,500	0
01-05-6014 01-05-6015	IMRF (40 ILCS 5/7-171) Overtime Wages	6,839 66,000	4,378 66,000	2,461
01-05-6020	Part Time Wages	120,000	120,000	Ö
01-05-6252	City Beautifcation	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 30,000	327,000 30,000	0
01-05-6390 01-05-6440	Prof Fees - Engineering 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 & Guters	10,500	10,500	0
01-05-6510	Maintenance - Equipment	137,500 0	137,500 0	0
01-05-6530 01-05-6535	Maintenance - Grounds/Building 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 1,500	0
01-05-6650 01-05-6670	Notices/Legal Publications Prof Fees - Other	1,500 1,500	1,500	0
01-05-6710	Rental of Equipment	45,000	45,000	0
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		FYE 24	RAISED FROM	AMOUNT TO BE
		APPROPRIATION	OTHER SOURCES	RAISED BY TAXATION
01-05-6740	Street Light Electricity	330.000	330.000	0
01-05-6760	Telephone/Internet	25,982	25,982	0
01-05-6760		· ·		0
01-05-6780	Training, Mtg & Travel Expense Tree and Weed Removal	13,500	13,500	0
		30,000 0	30,000 0	0
01-05-6785	Mowing	•	-	0
01-05-6930	Gasoline & Oil	90,000	90,000	
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
	TOTAL PUBLIC WORKS EXPENDITURES	2,686,363	2,683,902	2,461
DEDT 00	Devel Tayon Pagin Pagi			
DEPT 09	Payroll Taxes/Pension Dept	E47.000	472.000	7E 000
01-09-6011	FICA Taxes - GC (40 ILCS 5/21-110-110.1)	547,099	472,099	75,000
01-09-6014	IMRF - GC (40 ILCS 5/7-171)	14,689	0	14,689
	TOTAL PAYROLL TAXES/PENSION EXPENDITURES	561,788	472,099	89,689
DEPT 10	Audit & Acctg Dept			
01-10-6320		73,080	68,080	5,000
	Prof Fees - Audit/Acctg (65 ILCS 5/8-8-8) Prof Fees - PR Processing	73,060	00,000	5,000
01-10-6671	Floi Fees - FR Flocessing	0		U
	TOTAL AUDIT & ACCOUNTING EXPENDITURES	73,080	68,080	5,000
DEDT 40	D. W. P. S. D. S. C. L. L.			
DEPT 13	Building Department	00.400	00 400	0
01-13-6010	Wages - Bidg	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 01-13-7360	Misc Expense Expensed Equipment	0 1,500	0 1,500	0
ı	TOTAL BUILDING EXPENDITURES	487,175	487,175	0
DEPT 14	Planning & Zoning	.0.005	6.005	^
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	IMRE	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	3 000	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
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		FYE 24 APPROPRIATION	RAISED FROM OTHER SOURCES	AMOUNT TO BE RAISED BY TAXATION
01-14-6960 01-14-6965 01-14-7160	Office Supplies Postage Misc Expense	1,500 1,500 0	1,500 1,500 0	0 0 0
01-14-7100	TOTAL PLANNING & ZONING EXPENDITURES	346,101	346,101	
000745		346, 101	340,101	U
DEPT 15 01-15-6320 01-15-6685 01-15-8020	Police Pension Audit & Accounting Services Police Pension Contribution (40 ILCS 5/3-125) Transfer to Other Funds	17,490 1,428,075 0	17,490 882,684 0	0 545,391 0
	TOTAL POLICE PENSION EXPENDITURES	1,445,565	900,174	545,391
DEPT 20 01-20-7156	Catfish Days Dept Catfish Days Expenses	105,000	105,000	0
	TOTAL CATFISH DAYS EXPENDITURES	105,000	105,000	0
DEPT 21 01-21-7130	Economic Development Dept Economic Development Expenses	7,500	7,500	0
	TOTAL ECONOMIC DEVELOPMENT EXPENDITURES	7,500	7,500	0
DEPT 22 01-22-7130	Community Fesitvals (not CFDs) Dept Community Fesitvals (not CFDs) Exp	66,000	66,000	0
	TOTAL COMMUNITY FESTIVALS (not CFDs) EXPENDITURES	66,000	66,000	0
Dept 25 01-25-6470 01-25-6690	Gen Liability/W. Comp/Eqp Ins Prop. Equip & Liab. Ins (745 ILCS 10/9-107) W/Comp Ins (745 ILCS 10/9-107)	981,062 363,827	942,062 324,827	39,000 39,000
01-25-6691 01-25-7160 01-25-8021	Liability Ins. Dedctible Misc Expense (Min-Max) Contingency	0 0 0	0 0 0	0 0 0
	TOTAL GENERAL LIABILITY/WORK COMP/EQUIP INS EXPENDITURES	1,344,889	1,266,889	78,000
Dept 95 01-95-xxxx	Police Savings - DUI Expenditures	25,000	25,000	0
	TOTAL POLICE SAVINGS - DUI EXPENDITURES	25,000	25,000	0
Dept 96 01-96-xxxx	Police Savings - Drug Expenditures	25,000	25,000	0
	TOTAL POLICE SAVINGS - DRUG EXPENDITURES	25,000	25,000	0
Dept 97 01-97-xxxx	Police Savings - Police Vehicle Expenditures	1,000	1,000	0
	TOTAL POLICE SAVINGS - POLICE VEHICLE EXPENDITURES	1,000	1,000	0
Dept 98 01-98-xxx	Police Savings - Impound Expenditures	5,000	5,000	0
	TOTAL POLICE SAVINGS - IMPOUND EXPENDITURES	5,000	5,000	0
Dept 99 01-99-xxx	Police Savings - Warrants Expenditures	100,000	100,000	0
	TOTAL POLICE SAVINGS - WARRANTS EXPENDITURES	100,000	100,000	0
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	19,488,397	18,110,306	1,378,091
FUND 02	WATER OPERATING, MAINTENANCE AND REPAIR FUND			
Dept 21 02-21-6010	Water Wages - Water	1,866,366	1,866,366	0
02-21-6011	Mayor's Internship Program FICA Taxes - Water Dept	3,100 139,275	3,100 139,275	0
02-21-6012	City Engineer Wages	0	0	0
02-21-6013 02-21-6014	SUTA Taxes - Water Dept IMRF - Water Dept	9,900 12,250	9,900 12,250	0
02-21-6014	Overtime Wages	102,447	102,447	0
02-21-6020	Part Time Wages	0	0	0
02-21-6335 02-21-6337	Prof Fees - Computer R&M Prof Fees - Consulting	45,000 120,000	45,000 120,000	0
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		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 02-21-6510	Prop, Equip & Liab Ins Maintenance - Equipment	327,021 120,000	327,021 120,000	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 02-21-6670	Notices/Legal Publications Prof Fees - Other -Labs	1,500 45,000	1,500 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 Utilities	12,000	12,000	0 0
02-21-6810 02-21-6930	Gasoline & Oil	150,000 17,700	150,000 17,700	0
02-21-6960	Office Supplies	6,000	6,000	Ö
02-21-6965	Postage	4,500	4,500	Ö
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 4,500	0
02-21-7321 02-21-7322	Leased Equipment Expense Water Main Ext - IEPA Project	4,500 0	4,500	0
02-21-7323	IEPA Laon Payments Rt 53 WtrMn	ő	ō	Ö
02-21-7332	Fire Hydrants	Ō	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 Wtr IEPA Loan#1 Interest	0	0	0 0
02-21-7934 02-21-7940	Service Investment Fees	0	0	0
02-21-7950	Refunds	1,500	1,500	o
02-21-8020	Transfers to Other Funds	0	0	Ō
02-21-8021	Contingency	30,000	30,000	0
	TOTAL WATER OPERATING EXPENDITURES	4,463,797	4,463,797	0
Dept 23 02-23-6420	Garbage Service Garbage Collection Expense	1,565,334	1,565,334	0
02-23-0420	Galbage Collection Expense	1,000,004	1,500,004	0
	TOTAL GARBAGE COLLECTION EXPENDITURES	1,565,334	1,565,334	0
	TOTAL WATER OPERATING, MAINTENANCE & REPAIR EXPENDITURES	6,029,132	6,029,132	0
FUND 03	SEWER CAPITAL PROJECTS FUND			
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 03-00-6510	Legal Services Maintenance - Equipment	45,000	45,000	0
03-00-6670	Prof Fees - Other	43,000	45,000	0
03-00-7160	Misc Expense	Ō	0	Ö
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 0	145,000 0	0
03-00-7325 03-00-7420	Loan - Capital Improvements Sewer Main Extensions	0	0	0
03-00-7420	Sewer Main Extensions 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

		FYE 24 APPROPRIATION	RAISED FROM OTHER SOURCES	AMOUNT TO BE RAISED BY TAXATION
03-00-8021 03-00-8022	Contingency Bond Amortization Expense	150,000 0	150,000 0	0
	TOTAL SEWER CAPITAL PROJECTS FUND EXPENDITURES	5,026,750	5,026,750	0
FUND 04	SEWER OPERATING, MAINTENANCE & REPAIR FUND			
04-00-6001	Depreciation	0	0	0
04-00-6010	Wages - Sewer	1,242,738	1,242,738	0
04.00.0044	Mayor's Internship Program	3,100	3,100	0
04-00-6011 04-00-6013	FICA Taxes - Sewer Dept SUTA Taxes - Sewer Dept.	95,307 8,706	95,307 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 04-00-6360	Prof Fees - Computer R&M Dues, Subscrp. & Memberships	52,230 7,500	52,230 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 04-00-6530	Maintenance - Equipment  Maintenance - Grounds/Building	97,500 672,000	97,500 672,000	0 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 Prof Fees - Other	1,500 7,500	1,500 7,500	0
04-00-6670 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 04-00-6760	Sewer Sludge Disposal Telephone/Internet	92,336 15,000	92,336 15,000	0 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 04-00-6965	Office Supplies Postage	15,000 4,500	15,000 4,500	0
04-00-6965	Oper Supplies & Tool	4,500 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 52,500	0
04-00-7320 04-00-7321	Equipment Purchases Leased Equipment Expense	52,500 0	52,500	0
04-00-7360	Expensed Equipment	Ō	0	Ö
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 04-00-7936	IEPA ARS Bnd Series '20 Prin. IEPA ARS Bnd Series '20 Int.	0	0	0
04-00-7940	Service & Investment Fees	Ö	o o	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
	TOTAL SEWER OPERATING FUND EXPENDITURES	4,077,889	4,077,889	0
ELIND OF	DEC EEDEDAL COANT ELIND WOULD			
FUND 05 05-00-6010	DFC FEDERAL GRANT FUND - WCHC 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	100.040	0
05-00-6670 05-00-6715	DFC Federal Grant Expenditures Building Rental, Utilities	109,840 0	109,840 0	0
05-00-6725	Safety Training/Materials	0	Ö	0
05-00-6727	Employee Health Prevention	0	0	0
05-00-6770	DFC Training & Travel Expenses	0	0	0
05-00-6930 05-00-6960	Gasoline & Oil Office Supplies	0	0	0
05-00-6960	Omce Supplies 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 Transfers to Other Funds	0 0	0 0	0
05-00-8020	Transiers (C Other Funds	υ	U	U
	TOTAL DFC FEDERAL GRANT FUND - WCHC EXPENDITURES	120,640	120,640	0

		FYE 24 APPROPRIATION	RAISED FROM OTHER SOURCES	AMOUNT TO BE RAISED BY TAXATION
ELWID 80	MOTOR CITY TAY FIND			
FUND 06 06-00-6390	MOTOR FUEL TAX FUND 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 06-00-7940	Salt & Cinders Service & Investment Fees	0	0	0
06-00-8021	Contingency	Ö	Ö	0
	TOTAL MOTOR FUEL TAX FUND EXPENDITURES	2,925,000	2,925,000	0
	TOTAL MOTOR FOLL TAX TORD EXPERIENCES	2,320,000	2,023,000	
FUND 07	ESDA - EMERGENCY SERVICES			
07-00-6010 07-00-6011	Wages - ESDA FICA Tax	45,000 3,600	45,000 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 07-00-6510	Dues Subscrip. & Memberships Maintenance - Equipment	6,300 6,000	6,300 6,000	0
07-00-6550	Maint - Radios & Pagers	2,400	2,400	Ö
07-00-6640	Maint - Vehicles	9,000	9,000	0
07-00-6650 07-00-6670	Notices/Legal Publication Prof Fees - Other	0 4,500	0 4,500	0
07-00-6670	Telephone/Internet	4,500 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 07-00-6930	Subscription Weather Service Gasoline & Oil	600 6,000	600 6,000	0
07-00-6960	Office Supplies	1,500	1,500	0
07-00-6965	Postage	0	0	0
07-00-6970 07-00-7160	Oper Supplies and Tools (65 ILCS 5/8-3-16) Misc Expense	15,000 0	13,658 0	1,342 0
07-00-7180	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 07-00-8021	Transfers to Other Funds Contingency	0	0	0
				·
	TOTAL ESDA - EMERGENCY SERVICES FUND EXPENDITURES	203,255	201,913	1,342
FUND 12	DEBT SERVICE FUND		_	
12-00-7160 12-00-7920	Misc Expense SSA 2008 Series Bond - Principal	0	0	0
12-00-7922	Series 2020 ARS Bond Principal	1,205,000	1,205,000	ő
12-00-7923	Series 2020 ARS Bond Interest	395,325	395,325	0
12-00-7930 12-00-7931	SSA 2008 Series Boind - Interest Series 2015 ARS Bond Principla	0	0	0
12-00-7931	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 12-00-7939	Series 2017 Rollover GO Principal 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 12-00-8020	Series 2018 GO Rollover Interest Transfers to Other Funds	0	0	0
12-00-8021	Contingency	1,000,000	1,000,000	ō
	TOTAL DEBT SERVICE FUND EXPENDITURES	2,601,750	2,601,750	0
FUND 17	WATER CAPITAL PROJECTS FUND			
17-00-6010	Meter FF Replacement Salary	0	0	0
17-00-6012 17-00-6014	City Engineer Services IMRF	0	0	0
17-00-6337	Prof Fees - Consulting	16,500	16,500	Ö
17-00-6380	Employee Health & Life	0	0	0
17-00-6390 17-00-6460	Prof Fees - Engineering Legal Services	270,000 1,500	270,000 1,500	0
17-00-6510	Maintenance - Equipment	19,500	19,500	0
17-00-6540	Maint - Distribution	0	0	0
17-00-6620 17-00-6625	Maint - Water Meters Maint -	510,000 0	510,000 0	0
17-00-6625	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

		FYE 24 APPROPRIATION	RAISED FROM OTHER SOURCES	AMOUNT TO BE RAISED BY TAXATION
17-00-7320	Equipment Purchases	750,700	750,700	0
17-00-7320	Capital Equipment Purchases	750,700	750,700	0
17-00-7322	Water Capital Projects	2,860,000	2,860,000	0
17-00-7323	IEPA Rt 53 WaterMain Ext Loan	0	0	0
17-00-7325 17-00-7400	Loan - Capital Improvements CDBG Water Main RpImnt	0	0	0
17-00-7400	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 17-00-8020	Service Investment Fees Transfer to Other Funds	3,000 0	3,000 0	0
17-00-8021	Contingency	ő	ő	0
	TOTAL WATER CAPITAL PROJECTS FUND EXPENDITURES	4,639,040	4,639,040	0
FUND 20	BUILDING DEPOSIT HOLDING ACCOUNT FUND			
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 20-00-8020	Distributions Transfer to Other Funds	0 0	0 0	0
	TOTAL BUILDING DEPOSIT HOLDING ACCOUNT FUND EXPENDITURES	470,774	470,774	0
FUND 21	MOBILE EQUIPMENT FUND			
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 21-00-7415	ESDA MEF Vehicle Purchase Water MEF Vehicle Purchase	0 190,000	0 190,000	0
21-00-7416	Sewer MEF Vehicle Purchase	145,000	145,000	0
21-00-8020	Transfer to Other Funds	0	0	0
	TOTAL MOBILE EQUIPMENT EXPENDITURES	945,000	945,000	0
FUND 24	CAPITAL PROJECT FUND			
24-00-6390	Prof Fees - Engineering	0	0	0
24-006450	Landfill Closure Expenses	0	0	0
24-00-6670 24-00-7130	Prof Fees - Other Openlands/OSLAD	0	0	0
24-00-7130	Community Build Project	ő	Ö	0
24-00-7212	Developer Project - Buck	0	0	0
24-00-7310	KKK Rvr Dam Legal Survey	0	0	0
24-00-7311 24-00-7312	NI Parking Lot-Phase 1 Safe Routes Schools Project	0 0	0	0
24-00-7312	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 24-00-7415	Ridgeport W/S Extension Projec USCS/IDOT Rte 53/Peotone Rd	0	0	0
24-00-7440	IDOT Rt 53/N River Rd Project	117,055	117,055	Õ
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 24-00-7940	Misc Other Capital Projects Service & Inivestment Fees	180,000 0	180,000 0	0
24-00-7940	Transfers to Other Funds	1,152,738	1,152,738	0
24-00-8021	Contingency	30,000	30,000	0
	TOTAL CAPITAL PROJECT EXPENDITURES	2,307,514	2,307,514	0
FUND 25	RIDGEPORT TIF #2 FUND			
25-00-6320	AUDIT & ACCOUNTING SERVICES	1,500	1,500	0
25-00-6470	PROP, EQUIP & LIAB INSURANCE	0	0	0
25-00-6690 25-00-6790	W/COMP INS 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	0
25-00-7173 25-00-7175	TIF - PROPERTY ACQUIS/ASSEMBLY TIF - PUBLIC WORKS/IMPROVEMENTS	0	0	0
25-00-7178	TIF - FUNDAMENT STATEMENTS TIF - FINANCING INT EXPENSE	0	0	0
25-00-7940	SERVICE & INVESTMENT FEES	0	0	Ö
25-00-8020	TRANFSERS TO OTHER FUNDS	0	0	0
	TOTAL RIDGEPORT TIF #2 EXPENDITURES	19,845,912	19,845,912	0

GRAND TOTAL CITY OF WILMINGTON ESTIMATED EXPENDITURES \$68,681,053 \$67,301,620 1,379,433

FYE 24

RAISED FROM

APPROPRIATION OTHER SOURCES

AMOUNT TO BE

RAISED BY TAXATION

paragraphs	, provisions,	and sections	not ruled	void o	r unconstit	utional shall	continue in	full force
and effect.								

SECTION 6: EFFECTIVE DATE and after its passage, approval, and publicat		
PASSED this <u>19<sup>th</sup></u> day of <u>December 2</u> voting nay, the Mayor voting, with being:	2023 with members abstan	ers voting aye, members ining or passing and said vote
Kevin Kirwin Dennis Vice Leslie Allred Todd Holmes  Approved this 19 <sup>th</sup> day of December 2023	Ryan Jeffries Ryan Knight Jonathan Mietzner Thomas Smith	
	Ben Dietz, N	Mayor
Attest:		
Joie Ziller, Deputy City Clerk		



COCLRK@WILLCOUNTY.GOV 815-740-4615 FAX: 815-740-4699

## **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 lev	vy ordinance, a copy of			
which is attached, was adopted pursuant to, and	d 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 t	through 18-85 of the "Truth			
in Taxation" Law are inapplicable, with respect t	to the adoption of the tax			
levy for year <b>20</b>				
Sig	nature of Presiding Officer			
	D /			
	Data			

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



COCLRK@WILLCOUNTY.GOV 815-740-4615 FAX: 815-740-4699

## **CERTIFICATION OF TAX LEVY**

I, the undersigned, duly quali	fied and acting
of	Will County, Illinois, do hereby
certify that the attached Tax I	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	r 2023	in the
Ordinance is hereby	abated as follows:						
					REMAINDER TAX TO BI		
					EXTENDE		
Levy Year		/IED	AMOUNT T BE ABATE		SUFFICIENT TO PRODUC		
						·E	
2023	\$864,425.0	00	\$864,425.0	)()	-0-		
Section 2.	Filing of Ordinance.	Forthwit	h upon the a	adoption	n of this ordin	ance, th	e City
Clerk shall file a cer	tified copy thereof wi	th the Cou	ınty Clerk o	of The C	County of Wil	l, Illinoi	is, and
it shall be the duty of	of said County Clerk	to abate sa	aid tax levie	ed for th	ne year 2023	in accor	dance
with the provisions l	hereof.						
Section 3.	Effective Date. This	ordinance	shall be in	full forc	e and effect f	orthwith	n upon
its passage by the Ci	ity Council and signin	ng and app	roval by the	e Mayoi	ſ <b>.</b>		
	s $19^{th}$ day of December $\frac{N/A}{t}$ , with $\frac{0}{t}$ memb						voting
Kevin Kirwi	n	Rya	n Jeffries				
Dennis Vice			n Knight				
Leslie Allred Todd Holme			than Mietzi mas Smith	ner			
Approved this 19 <sup>th</sup> d	lay of <u>December</u> , <u>202</u>	<u>3</u>					
		-	Ben Dietz,	Mayor			
Attest:							
Joie Ziller, Deputy	y 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. <u>23-12-19-03</u> 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.

	Deputy City Clerk
Seall	



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.

Orig	inal Contract Amount:	\$ T 11 (1 - 15 )
Com	pleted Amount:	\$ 161,831.16
Prev	ious Payments:	\$ 149,424.70
0%	Retention	\$
		\$ 12,406.46

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

#### **ENGINEER'S PAYMENT ESTIMATE**

Estimate No.	2 & Final	Date	December 4, 2023
Payable to:	Gallagher A	sphalt Corp.	

18100 South Indiana Ave.

Thornton, IL 60476

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

Project City of Wilmington

Water Street Reconstruction

NO.	ITEMS	UNIT	T AWARD			COMPLET	ED	
			QTY.	AMOUNT	QTY.	UNIT PRICE		TOTAL
1	Class D Patching	SY			0	20.00	\$	-
2	HMA Surf Remov, Variable Depth	SY			7600.2	4.80	\$	36,480.96
3	Prime Coat (SS-1)	LB			5580.93	1.00	\$	5,580.93
4	HMA Binder Course IL-4.75	TON			364.59	125.00	\$	45,573.75
5	HMA Surface Course IL-9.5	TON			645.76	96.00	\$	61,992.96
6	Aggregate Shoulders Type B	TON			0	36.70	\$	-
7	Curb & Gutter Rem. & Repl.	FT			0	180.00	\$	
8	Sidewalk Removal	SF			0	6.00	\$	-
9	PCC Sidewalk 5"	SF			0	13.00	\$	-
10	Detectable Warnings	SF			0	40.00	\$	-
11	Thermoplastic Pavement Mark, 4"	FT			2645	1.00	\$	2,645.00
12	Thermoplastic Pavement Mark, 6"	FT			715	1.50	\$	1,072.50
13	Thermoplastic Pavement Mark, 12"	FT			44	3.00	\$	132.00
14	Thermoplastic Pavement Mark, 24"	FT			111	6.00	\$	666.00
15	Pavement Marking Removal	SF		-	0	0.01	\$	-
16	Structures to be Adjusted	EACH			13	400.00	\$	5,200.00
17	Preparation of Base	SY			0	9.00	\$	-
18	Aggregate Base Repair	SY			0	0.01	\$	-
19	Bituminous Material (Prime MC 30)	GAL			0	7.50	\$	-
20	Seal Coat Aggregate	TON			0	84.00	\$	-
21	Bituminous Material (Prime HFE 150)	GAL			0	6.20	\$	-
22	Cover coat Aggregate	TON			0	84.00	\$	-
23	Aggregate Surface Course, Ty B	TON			0	0.01	\$	-
24	Detector Loops	FT			59.5	36.00	\$	2,142.00
25	Thermoplastic Pavement Mark, L&S	SF			42.6	8.10	\$	345.06
					1			
-					1			identa.
				1		_		
					1			
TOTAL		<u></u>	1	\$ -			\$	161,831.16

By December 4, 2023



Peru, Morris, Ottawa, Mendota Illinois Total Value of Completed Work \$ 161,831.16

Deduct \_\_\_\_\_ To Be Retained \$ 
Balance on Completed Work \$ 161,831.16

Prev. Pay. Made to Contractor \$ 149,424.70

Net Amt. Due - This Estimate \$ 12,406.46



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.

Orig	inal Contract Amount:	\$ 683,476.00
Com	pleted Amount:	\$ 436,993.21
Prev	ious Payments:	\$ 407,427.64
0%	Retention	\$ 200
		\$ 29,565.57

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

#### **ENGINEER'S PAYMENT ESTIMATE**

Estimate No. 2 & Final Date December 4, 2023

Payable to: Gallagher Asphalt Corp.

18100 South Indiana Ave.

Thornton, IL 60476

Client City of Wilmington

1165 South Water Street, Wilmington, IL 60481

Project City of Wilmington

FY 2023-2024 MFT Maintenance

NO.	ITEMS	UNIT	AWARD			COMPLET			
			QTY.		AMOUNT	QTY.	UNIT PRICE		TOTAL
1	Class D Patching	SY	6000	\$	120,000.00	0	20.00	\$	-
2	HMA Surf Remov, Variable Depth	SY	18000	\$	86,400.00	15859.3	4.80	\$	76,124.64
3	Prime Coat (SS-1)	LB	8500	\$	8,500.00	11645.69	1.00	\$	11,645.69
4	HMA Binder Course IL-4.75	TON	900	\$	112,500.00	718.65	125.00	\$	89,831.25
5	HMA Surface Course IL-9.5	TON	1800	\$	172,800.00	1411.49	96.00	\$	135,503.04
6	Aggregate Shoulders Type B	TON	950	\$	34,865.00	22.18	36.70	\$	814.01
7	Curb & Gutter Rem. & Repl.	FT	40	\$	7,200.00	33.7	180.00	\$	6,066.00
8	Sidewalk Removal	SF	500	\$	3,000.00	154	6.00	\$	924.00
9	PCC Sidewalk 5"	SF	500	\$	6,500.00	143.5	13.00	\$	1,865.50
10	Detectable Warnings	SF	60	\$	2,400.00	16	40.00	\$	640.00
11	Thermoplastic Pavement Mark, 4"	FT	5550	\$	5,550.00	5837	1.00	\$	5,837.00
12	Thermoplastic Pavement Mark, 6"	FT	1500	\$	2,250.00	392	1.50	\$	588.00
13	Thermoplastic Pavement Mark, 12"	FT	600	\$	1,800.00	733	3.00	\$	2,199.00
14	Thermoplastic Pavement Mark, 24"	FT	165	\$	990.00	265	6.00	\$	1,590.00
15	Pavement Marking Removal	SF	600	\$	6.00	0	0.01	\$	-
16	Structures to be Adjusted	EACH	12	\$	4,800.00	1	400.00	\$	400.00
17	Preparation of Base	SY	6500	\$	58,500.00	4816	9.00	\$	43,344.00
18	Aggregate Base Repair	SY	2000	\$	20.00	0	0.01	\$	-
19	Bituminous Material (Prime MC 30)	GAL	3000	\$	22,500.00	2400	7.50	\$	18,000.00
20	Seal Coat Aggregate	TON	85	\$	7,140.00	63.46	84.00	\$	5,330.64
21	Bituminous Material (Prime HFE 150)	GAL	3000	\$	18,600.00	3547	6.20	\$	21,991.40
22	Cover Coat Aggregate	TON	85	\$	7,140.00	83.12	84.00	\$	6,982.08
23	Aggregate Surface Course, Ty B	TON	1500	\$	15.00	895.58	0.01	\$	8.97
24	Detector Loops	FT	0	\$	_	203	36.00	\$	7,308.00
<del></del>									
				<u> </u>			1,140		-
				T					
TOTAL	I	1		\$	683,476.00			\$	436,993.21

Dated December 4, 2023



Project # 66445.00

Peru, Morris, Ottawa, Mendota Illinois Total Value of Completed Work \$ 436,993.21

Deduct \_\_\_\_\_\_ 0% To Be Retained \$ 
Balance on Completed Work \$ 436,993.21

Prev. Pay. Made to Contractor \$ 407,427.64

Net Amt. Due - This Estimate \$ 29,565.57





## **Solar Signs Quote**

1 message

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





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 (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 (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.

This Ordinance shall be in full force and effect from and after its passage, approval and publication

#### **SECTION 4: EFFECTIVE DATE**

as provided by law.			
PASSED this members voting nay, the N being:	day of Mayor voting	, 2023 with , with members al	members voting aye,bstaining or passing and said vote
Kevin Kirwin Dennis Vice Leslie Allred Todd Holmes		Ryan Jeffries Ryan Knight Jonathan Mietzner Thomas Smith	
Approved thisd	ay of	_2023	
		Ben Dietz, M	Mayor
Attest:			
Joie Ziller, Deputy City	Clerk		

# THE ISLAND CITY

#### **CITY OF WILMINGTON**

1165 S. Water Street Wilmington, IL 60481 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 or regulations.



Approved permit reminders for applicants:

# CITY OF WILMINGTON 1165 S. Water Street Wilmington, IL 60481 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 <a href="mailto:jsmith@wilmington-il.gov">jsmith@wilmington-il.gov</a> 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 <a href="mailto:property">private</a> 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/certific	cations:					
Number of additional individuals working burn s	ite:					
Suppression Equipment on-site during burn:						
		d Burn Window				
	Please use a 30-day	y window for date ra	inges.			
Start Date:	End Date:		# of Burn Days:			
REQUIRED ATTACHMENTS						
☐ Valid Illinois Environmental Protection Age						
Certificate of insurance (\$1,000,000 per o	occurrence and \$2,000	0,000 aggregate. Na	ame City as additionally insured)			
Site map: Must show an aerial view of the	burn location with an	indicator of approx.	burn area.			
List of approved subcontractors (if applica	ble)					
SIGNATURE						
By checking this box, I confirm I have reviewed, understand, and will adhere to all city ordinances, rules, and regulations.						
OFFICE USE ONLY						
☐ Approved ☐ Appr	1	☐ Denied				
Approver Signature:		Date:				
Reason(s) for denial/Restrictions/Additional equipment required:						
Permit Extension Approval						
Start Date: En		# of Burn Days:				
Approver Signature: Date:						

Completed permits may be submitted via email to <u>ismith@wilmington-il.gov</u> 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.

Review and understand the City's open burn ordinance, rules, and regulations

Deliver neighbor notifications at least 72 hours in advance Contact Dispatch *burn day, before start* (815) 476-2811 Contact Fire Department *burn day, before start* (815) 476-6675

#### **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	, <u>2023</u> with	members voting aye,
members voting nay, the Mayo	or voting, v	with member	rs abstaining or passing and said
vote being:			
Kevin Kirwin Dennis Vice Leslie Allred Todd Holmes		Ryan Jeffrio Ryan Knigh Jonathan M Thomas Sm	ietzner
Approved thisday	of <u>2</u>	2023	
		Ben Dietz,	Mayor
Attest:			
Joie Ziller, Deputy City Cle	rk	_	

#### 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

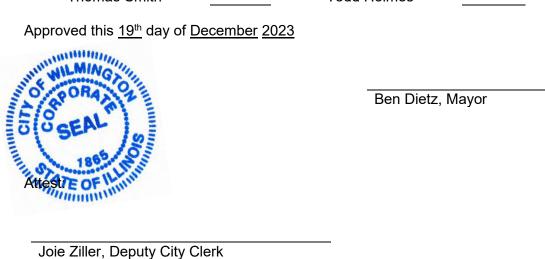
**BE IT FURTHER RESOLVED** that if the cost of disposal, sale, and transportation of the items is more than they are worth, then the items are declared worthless and may be junked or demolished.

**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.

<b>ADOPTED</b> this <u>19<sup>th</sup></u> d	lay of <u>December</u> <u>2023</u> with	_ members voting aye, <u>0</u> members
voting nay, the Mayor voting !	N/A, with <u>0</u> members abstaining	g or passing and said vote being:

Kevin Kirwin	
Dennis Vice	
Leslie Allred	
Todd Holmes	
	Dennis Vice Leslie Allred



### 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 1GTHK34274F394213)	N/A	N/A



"Providing The Flow, Above & Below"

### **UTILITY PIPE SALES CO.**

11802 N. GREEN RIVER ROAD **EVANSVILLE, IN 47725** 812-867-7471

Fax: 812-867-7476

Website: www.utilitypipesales.com

QUOTE

Number Q0049473 Page Date 11/28/2023

Bill

**WILMING** City of Wilmington\*

Ship

**WILMING** City of Wilmington\*

WILMING	City of W 1165 S. V Wilmingt	Vater on IL	Street		WILMING	City of Wilm 1165 S. Wate Wilmington	er St	reet		
Customer PO#		S	hip Date	Salesperson			Terms		Tax Code	
		(	QUOTE	Phil Donelson		on		Net 30 Days		ILGOV
Document #		И	/arehouse		Freight			Ship \	/ia	
Q0049	473		UTILITY PI	PE SALES C	O.,INC.	Prepaid		MOST I	ECON	IOMICAL
Item	"		Description	า		Quantity	ИМ	Price	Per	Extension
N-ME53ZSUR02USNIC 5/8" x 3/4" ULTR. METER, USG W.					100	EA	160.00	EA	16,000.00	
MPMIUN STEALTH READER, B4D2 PHYFR W/3'CABLE, NICOR CONNECTOR					4D2 PHYFR DNNECTOR	100	EA	140.00	EA	14,000.00
MPMIUBOX STEALTH RADIO HOUSE BOX					SE	100	EA	9.00	EA	900.00
QUOTED BY: bb QUOTED TO: Maureen Surman EXPIRES: 12/28/2023										
									1	
					Merchandise	Add On Cha			Tax	Total Due
We appreciate your business!				30,900.00		0.00	0	0.00	30,900.00	

**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. UPSCO 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.

Site Name: Wilmington VB – Temp Power

Site No.: IL1635 FA No.: 12876025

**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.

of the State of Illinois.	shall be construed and governed in accordance with the laws rties have executed this License as of the day of
LICENSOR	LICENSEE
City of Wilmington, an Illinois municipal  By:	New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation Its Manager
Name: Title:	By:Name:
	Title:

Site Name: Wilmington  $VB-Temp\ Power$  Site No.: IL1635

FA No.: 12876025

Site Name: Decatur Temporary Site No.: IL1635

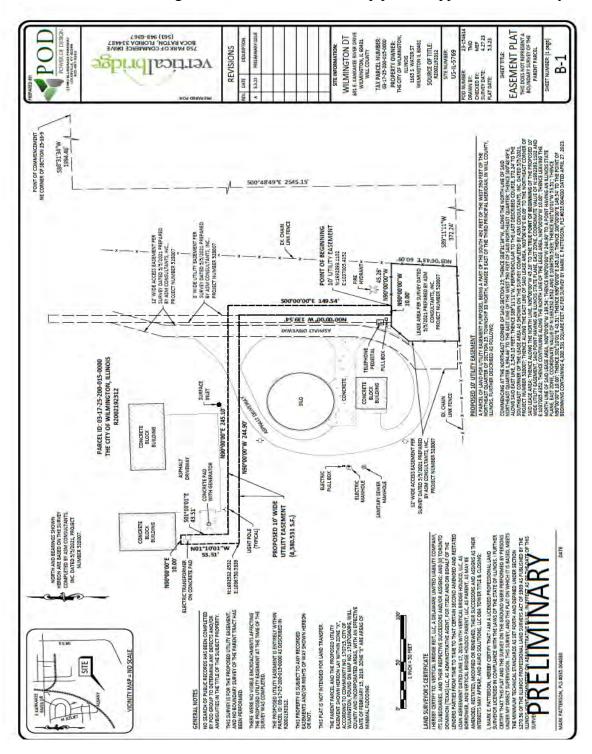
### Exhibit A

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**