



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

**Agenda – Committee of the Whole  
Wilmington City Hall Council Chamber**

**May 9, 2023 at 5:30 p.m.**

**In Person & Via Zoom**

**join by video at:**

<https://us02web.zoom.us/j/86759847744?pwd=YTRtN3lydWZZQ2ZIUKVaaFI2Znc2Zz09>

**join by phone at:**

**1-309-205-3325**

**Meeting ID: 867 5984 7744 / Passcode: 931070**

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

Kevin Kirwin	Ryan Jeffries
Dennis Vice	Ryan Knight
Leslie Allred	Jonathan Mietzner
Todd Holmes	Thomas Smith
3. Approve the Previous Meeting Minutes
4. Public Comment (*State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01*)
5. Mayor's Report
  - a. Consideration to Sponsor the Wilmington School District Foundation for Excellence 24<sup>th</sup> Annual Golf Outing
6. Administrator's Report
  - a. Discussion – Downtown Wall Mural and Sign Easement Agreement
  - b. Consideration to Approve Mobile Stage Rental Agreement for Let Freedom Rock Celebration
7. Building Inspector's Report
8. Catfish Days Committee
  - a. Consideration to Approve the Performance Agreement-Greg's Fender Benders in the amount of \$1,300
9. Police & ESDA

*Co-Chairs Alderman Mietzner & Alderman Allred*

  - a. Chief of Police Monthly Summary Report
  - b. Discussion – Hiring of Part-Time Police Officer
  - c. Director of ESDA Monthly Summary Report
10. Ordinance & License

*Co-Chairs Alderman Kirwin & Alderman Knight*

  - a. Consideration to Create a New Classification for Alcoholic Liquor Dealers-Movie Theater Concerts
  - b. Consideration to Amend Section 52.06.01 of the Code of Ordinances-Dispute Procedures
  - c. Authorize an Exception of City Code 150.89, Recreational Vehicles  
707 S. Kankakee Street
  - d. Discussion – Chapter 100, Street Trees
  - e. Other Pertinent Information

11. Buildings, Grounds, Parks, Health & Safety

*Co-Chairs Alderman Jeffries & Alderman Smith*

- a. Consideration to Approve the Flower Faery Proposal for Seasonal Landscape Work
- b. Discussion Request for Qualifications: Wilmington Comprehensive City and Master Parks Plan
- c. Other Pertinent Information

12. Water, Sewer, Streets & Alleys

*Co-Chairs Alderman Vice & Alderman Holmes*

- a. Director of Public Works Monthly Summary Report
- b. Consideration to Approve Proposal for Construction and Installation of Three Traffic Gates at the North and South Island Parks
- c. Consideration to Approve Proposal for Epoxy Flooring at City Hall
- d. Other Pertinent Information

13. Personnel & Collective Bargaining

*Co-Chairs Alderman Mietzner & Alderman Holmes*

- a. Other Pertinent Information

14. Adjournment

**The next Committee of the Whole meeting is scheduled for Tuesday, June 13, 2023, at 5:30 PM.**

**Minutes of the Committee of the Whole**  
**Wilmington City Hall**  
**1165 South Water Street**  
**April 11, 2023**

**Call to Order**

The Committee of the Whole meeting on April 11, 2023 was called to order at 5:30 p.m. by Mayor Dietz in the Council Chamber of Wilmington City Hall.

**Roll Call**

Upon Roll Call by the Clerk the following members of the corporate authorities answered "Here" or "Present":

**Aldermen Present** Kirwin, Vice, Knight, Allred, Mietzner, Smith, Jeffries, Holmes

**Quorum**

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order.

**Other Officials in Attendance**

Also, in attendance were the City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief of Police Adam Zink, Public Works Director James Gretencord.

**Approve Previous Meeting Minutes**

Alderman Mietzner made a motion and Alderman Knight seconded to approve the March 14, 2023 meeting minutes and have them placed on file. Upon the voice vote, the motion carried.

**Public Comment**

No public comment was made.

**Mayor's Report**

The Mayor's Summer Youth Internship Program was discussed. The approval of this program will be on the next City Council for full approval.

**Administrator's Report**

**Consideration to Approve the Mad Bomber Fireworks Productions Agreement in the amount of \$12,400**

The Committee reviewed the agreement for fireworks for the Let Freedom Rock Celebration. After some discussion, the Committee agreed to move this to the April 25, 2023 City Council meeting for full approval.

**Catfish Day Committee**

**Consideration to Approve the Mad Bomber Fireworks Productions Agreement in the amount of \$6,000**

The Committee reviewed the agreement for fireworks at the Catfish Days Festival. After some discussion, the Committee agreed to move this to the April 25, 2023 City Council meeting for full approval.

**Building Inspector's Report**

Nothing to report at this time.

**Police & ESDA**

*Co-Chairs Alderman Mietzner & Alderman Allred*

**Chief of Police Monthly Summary Report**

Deputy Chief Zink briefed the Committee on the happenings within the department and addressed his report that was included with the agenda packet.

### **Director of ESDA Monthly Summary Report**

The Committee reviewed the ESDA Report that Director Housman distributed at the meeting. No further discussion was had regarding the report.

### **Request to Purchase 9 Radar Units**

The Committee reviewed the three quotes as presented. After some discussion, the Committee agreed to move the Quote from Kustom Signals, Inc to Purchase of Nine Radar Units in the amount of \$15,750 to the April 25, 2023 City Council meeting for full approval.

### **Request to Contract with Axon for Body-Worn Cameras in the amount of \$18,576.08 per year plus a one-time fee of \$1,575**

The Committee reviewed the quote as presented. After some discussion, the Committee agreed to move the Quote from Axon to the April 25, 2023 City Council meeting for full approval.

### **Request Authorizing Intergovernmental Agreement with Wilmington School District 209-U and SOWIC approving School Resource Officer**

The Committee reviewed the IGA as presented. After some discussion, the Committee agreed to move the IGA approving the School Resource Officer to the April 25, 2023 City Council meeting for full approval.

### **Other Pertinent Information**

No other pertinent information was discussed.

### **Ordinance & License Committee**

*Co-Chairs Alderman Kirwin & Alderman Knight*

### **Authorize an Exemption of City Code 150.89, Recreational Vehicles 1299 Sunset Drive**

The Committee reviewed the exemption from the residents listed above. After some discussion, the Committee agreed to grant the exemption and move this to the April 25, 2023 City Council meeting for full approval.

### **Other Pertinent Information**

No other pertinent information was discussed.

### **Buildings, Grounds, Parks, Health & Safety Committee**

*Co-Chairs Alderman Jeffries & Alderman Smith*

### **Authorization of Intergovernmental Agreement with the Will County Forest Preserve District to Apply for a Boat Access Area Development Grant**

The Committee reviewed the IGA as presented. After some discussion, the Committee agreed to move the IGA with the Will County Forest Preserve District for boat access & launch in the North Island Park to the April 25, 2023 City Council meeting for full approval.

### **Other Pertinent Information**

No other pertinent information was discussed.

### **Water, Sewer, Streets and Alleys Committee**

*Co-Chairs Alderman Vice & Alderman Holmes*

### **Director of Public Works Monthly Summary Report**

Director Gretencord briefed the Council on the monthly happenings within the department. This report was included in the agenda packet.

### **Approval of 301 N. First Street Sanitary Sewer Repair**

The Committee reviewed the proposal for a sanitary sewer repair. The Committee agreed to move forward with this project and will vote on it at April 25, 2023, City Council meeting for full approval.

**Consideration to Approve Payment of Work Order Software (Brightly) in the amount of \$6,445.25**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the April 25, 2023 City Council agenda for full approval.

**Adoption of an Ordinance Authorizing a CDL Training Reimbursement Agreement with AFSCME**

The Committee reviewed the draft agreement as presented in the agenda packet. The Committee was in favor of moving this to the April 25, 2023 City Council agenda for full approval.

**Authorization to Purchase 6 Commercial Water Meters in the amount of \$9,162.66**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the April 25, 2023 City Council agenda for full approval.

**Authorization to Rent Compact Track Loader in the amount of \$7,000**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the April 25, 2023 City Council agenda for full approval.

**Authorization to Purchase 120 Tons of Hot Mix in the amount of \$7,000**

The Committee reviewed the quote as presented in the agenda packet. The Committee was in favor of moving this to the April 25, 2023 City Council agenda for full approval.

**Other Pertinent Information**

No other pertinent information was discussed.

**Personnel & Collective Bargaining Committee**

*Co-Chairs Alderman Mietzner & Alderman Holmes*

**The City of Wilmington Hiring Process (Ald. Smith)**

Administrator Smith explained the City's hiring process.

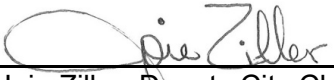
**Other Pertinent Information**

No other pertinent information was discussed.

**Adjournment**

The motion to adjourn the meeting was made by Alderman Mietzner and seconded by Alderman Allred. **Upon the voice vote, the motion carried.** The Committee of the Whole Meeting held on April 11, 2023, adjourned at 7:09 p.m.

Respectfully submitted,

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



# 24TH ANNUAL GOLF OUTING

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

## SCHEDULE:

16 SEPTEMBER 2023

7:30 AM Check-In & Registration  
Raffles, Skins & 50/50 Available  
8:45 AM Instructions in Golf Cart  
9:00 AM Shotgun Start  
9-11 AM Photographer on the  
Greens  
11:30 AM Lunch Delivery to your  
Golf Cart  
3:00 PM Dinner (approx. time)

## COST:

**\$500/Foursome**

The Wildcat Special - Payable  
before July 31

OR

**\$600/Foursome** - Payable from  
Aug 1- Sept 1

**FORMAT:** 4 Person Scramble  
18 Holes w/Cart & Range Balls  
Lunch, Drinks, Dinner & Prizes

## PRIZES:



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

## SPECIAL CONTESTS:

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

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

or email us at  
FOUNDATION@209U.net

WILMINGTON SCHOOL DISTRICT 209-U



Foundation for Excellence

# 24TH ANNUAL GOLF OUTING

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

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## 16 SEPTEMBER 2023

**Registration at 7:30 AM**

**Shotgun Start at 9:00 AM**

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

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

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

or email us at  
FOUNDATION@209U.net



I would like to contribute to the Scholarship Fundraiser in the following way(s):

- GOLF - 4 person team      "Wildcat Special" Register *Before* July 31st \$500  
Register August 1st - September 1st \$600
- SPONSOR 1 HOLE      Exclusive Hole Sponsor Signage \$300
- SPONSOR ½ HOLE      Shared Hole Sponsor Signage \$175
- SPONSOR LUNCH      Sponsorship of Lunch \$500
- SPONSOR DINNER      Sponsorship of Dinner \$2000
- SPONSOR BEVERAGES      Sponsorship of Beverages \$500
- MONETARY DONATION      \$ \_\_\_\_\_
- GIFT DONATION      I would like to donate the following:

Raffle items/Basket: \_\_\_\_\_  
 \_\_\_\_\_  
 Golf Bag items (144) \_\_\_\_\_

**GOLF TEAM REGISTRATION**

CAPTAIN Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone/Cell #: (\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Golfer 2 Name: \_\_\_\_\_

Email: \_\_\_\_\_

Golfer 3 Name: \_\_\_\_\_

Email: \_\_\_\_\_

Golfer 4 Name: \_\_\_\_\_

Email: \_\_\_\_\_

**SPONSORSHIP**

Company Name to appear on Signage: \_\_\_\_\_

Contact Name : \_\_\_\_\_

Contact Phone/Cell #: (\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

Contact Email: \_\_\_\_\_

Kindly remit your donation and this form by Mail or In-person to:  
 Wilmington Foundation for Excellence  
 c/o Old National Bank  
 1005 S. Water Street    Wilmington, IL 60481






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# MEMO

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**Date:** May 9, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

**Cc:** Joie Ziller, Deputy Clerk  
James Gretencord, Public Works Director  
Nancy Gross, Finance Director

**Re:** Discussion Regarding Downtown Wall Mural and Sign Easement Agreement

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**Budget Impact:** None

**History:** The City recently received notice that we will be receiving a 2023 RT 66 Grant in the amount of \$30,000 for a downtown wall mural. Per our Downtown Plan, the Eagle Hotel and PK Guns were identified as appropriate locations for a mural. The City has reached out to PK Guns as it is the most logical location for this grant given its time constraints. The owner is amenable to entering into an agreement with the City for easement of the signage area fronting Baltimore Street. That Agreement is before you for consideration to be placed on a future agenda for approval. The City will work with the owner of the Eagle Hotel on other grant projects.

**Staff Analysis:**

Attached you will find the grant application which spells out the request for funding as well as a project timeline and budget. At the time of application, Staff's assumptions were that the mural itself would cost under \$10,000 and the tuckpointing behind the mural \$20,000. Tuckpointing estimates have come in higher than expected (\$30,000) and staff is in the process of reducing scope and requesting new quotes.

We spent some time discussing the mural internally as there was a concern for long term maintenance and the permanency of a painted mural in this prominent location of the downtown. Our Convention and Visitor's Bureau recommended a framed mural which addresses both of our concerns. We have located a vendor in the Lockport area who has provided the City with some samples for your review and consideration. We can get pretty creative with the sign; however, we do not have much time for project completion per the grant guidelines so I would request expediency on Council's direction. I've also included some graphic samples of shields I located online.

**Request:**

For the purposes of this meeting, I believe the best course of action would be for the City Council to provide staff with the preferred content and visual look of the mural and then staff will reach out to the vendor to provide us with a mock up. For example, you might wish to see a motorcycle in the foreground, Route 66 or the Kankakee River in the background and the words Welcome To Wilmington Route 66 or Welcome To Downtown Wilmington or Shop Downtown Wilmington On RT 66, etc.

To comply with grant requirements, the City must execute all contracts by the end of June and the Convention and Visitors Bureau must write all checks to vendors by the end of July which truly gives us little time.

Your insight and suggestions are truly appreciated!



# City of Wilmington

1165 S. Water Street Wilmington, IL  
Phone: 815-476-2175 [www.wilmington-il.com](http://www.wilmington-il.com)

January 9, 2023

Bob Navarro, President  
Heritage Corridor CVB

Delivered Via: [navarro@hcddestinations.com](mailto:navarro@hcddestinations.com)

Dear Bob,

Please accept this as a request to be placed in the Route 66 Application for grant funding. We are very excited at the prospect of receiving funds for the benefit of all travelers along this historic route!

## Project Narrative

**Project Description:** Wall Mural depicting a Route 66 scene (TBD) and Rt 66 Monument Sign to be placed within the corridor (TBD).

**Detail Scope of Work:** The Wall Mural will be installed in the downtown area at approximately the intersection of Baltimore Street (Route 66) and Water Streets. The Rt 66 Monument Sign will be placed on City Property within the Corridor and most likely in a park setting (which will include lighting, benches and planters) to allow for parking within close proximity to the sign and provide for a scenic byway photo opportunity for visitors.

**Community Need:** The City is in the process of working collaboratively with local businesses and other non-profit groups on beautification and marketing projects in anticipation of the Route 66 100<sup>th</sup> Anniversary Celebration. There is much work to be done before the 100<sup>th</sup> Anniversary Celebration and this project, if approved, will go a long way in helping the City pay for additional scenic points of interest along Route 66.

**Estimated Tourism Impact:** Last year, the City received a Route 66 Grant which provided for the construction of a new parking facility. It was estimated that this parking lot project will increase the vehicle count by 12,000 in the Historic Route 66 Downtown during peak tourism season for weekends alone. Another 6,000 vehicles are estimated to use the facility during peak tourism season during the week. While we do not have enough data yet to determine how many cars have used the facility since completion, we do know that retail sales have increased by 10% in the 3<sup>rd</sup> quarter year-over-year.

**Future EV Tourism Trends:** The City will be evaluating the success of last year's EV Parking Lot project's electronic vehicle charging stalls for consideration of future installations in City parking areas.

**State Grant Experience:** The City of Wilmington has significant experience with state grant applications and project completion. Currently, the City is working with the State of Illinois on a few

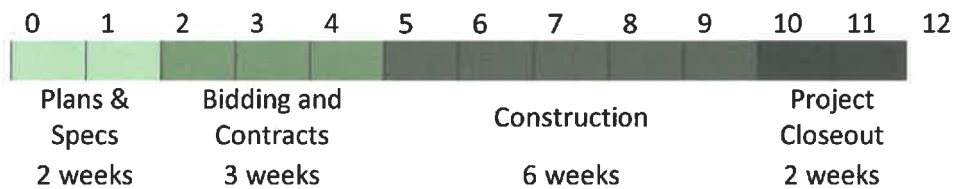


# City of Wilmington

1165 S. Water Street Wilmington, IL  
 Phone: 815-476-2175 www.wilmington-il.com

Route 66 projects including Route 53 at Peotone and Kankakee Roads, as well as a CMAP Grant for our Downtown Plan which includes Route 66. In 2022, the City was the recipient of a Route 66 Grant to build an EV Parking Lot in our historic downtown district. These are just a few of the grant opportunities the City has been a recipient of.

**Detailed Timeline for Project:** The following project timeline is based on the notice to proceed being issued no later than July 1, 2023.



## Detailed Project Budget:

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	TOTAL EXPENDITURES
3. Travel	200.474	\$ -
4. Equipment	200.439	\$ -
6. Contractual Services & Subawards	200.318 & 200.92	\$ -
7. Consultant (Professional Services)	200.459	\$ -
8. Construction		\$ 32,000.00 <i>plus cost of Rt 66 Monument Sign</i>
10. Research & Development (R&D)	200.87	\$ -
14. Miscellaneous Costs		\$ -
15. A. <u>Advertising</u>		\$ -
16. Total Direct Costs (lines 1-15)	200.413	\$ 32,000.00
18. Total Costs State Grant Funds (16 & 17)		\$ 32,000.00

**Project Sustainability:** The Wall Mural will be located on private property; however, the owner is requesting a maintenance agreement with the City to ensure project sustainability. The Route 66 Monument Sign will be placed on City property which will be maintained with City resources indefinitely.

**100<sup>th</sup> Anniversary of Route 66:** The City of Wilmington has historically been involved in Route 66 celebrations. Most recently, the City teamed up with the Route 66 Association for a rededication ceremony of the Blue Star Memorial Highway Plaque after a devastating fire that destroyed the VFW



# City of Wilmington

1165 S. Water Street Wilmington, IL  
Phone: 815-476-2175 [www.wilmington-il.com](http://www.wilmington-il.com)

home of the plaque. Last year, the City received a Route 66 corridor grant which was used to build an EV parking lot in our historic downtown shopping district and will help to accommodate visitors for all Route 66 events including Red Carpet Corridor Days and the upcoming 100<sup>th</sup> Anniversary Celebration.

**Performance Measures:** The City will be monitoring the maintenance needs for both the Wall Mural and Monument Sign on a regular basis and will perform maintenance on the same as needed. The City also monitors social media for Rt 66 visitors in Wilmington as well as sales tax data within the corridor. For instance, since last year's parking lot project, sales have increased by 10%. Finally, the City will be monitoring EV sales in the downtown parking lot which will tell us how many EV customers are using that particular location and how long they are charging their vehicles which ultimately leads to increased stays within the Route 66 Corridor.

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

Respectfully Submitted,

Jeannine Smith  
City Administrator



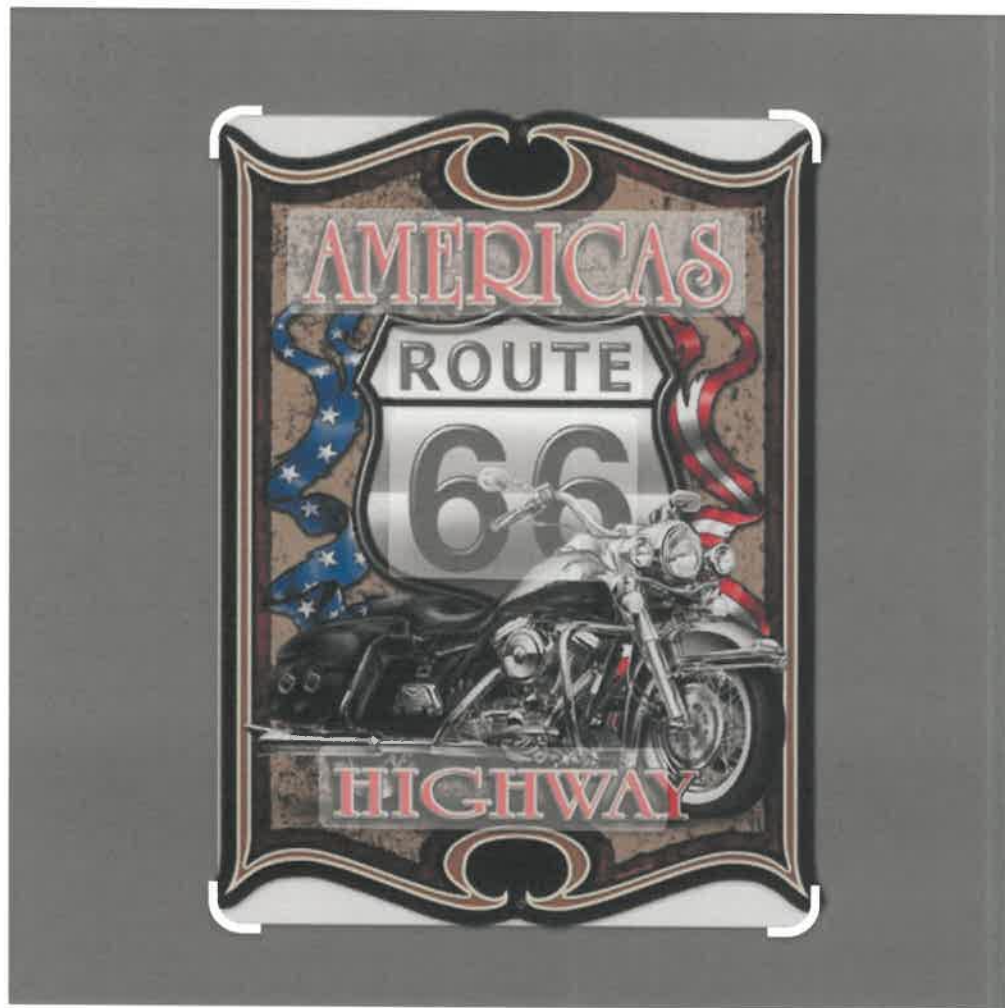
**OH**  
DESIGN GROUP



**OH**  
DESIGN GROUP

# Frame







**This Instrument Was Prepared By,  
And After Recording Return To:**

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

**SIGNAGE EASEMENT AGREEMENT**

**(Cicero Avenue)**

**THIS SIGNAGE EASEMENT AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between KENNETH W FREY (“**Grantor**”) and the CITY OF WILMINGTON, an Illinois Municipal Corporation (“**Grantee**”).

**RECITALS:**

A. Grantor is the owner of the parcel of real estate located at 102 S. Water Street, Wilmington, Will County, Illinois, PIN No. 03-17-25-314-002-0000, and legally described on **Exhibit A** (hereinafter referred to as the “**Property**”).

B. The City of Wilmington was awarded a grant for a project that includes a wall mural to be installed on Route 66 at the intersection of Baltimore Street and Water Street, depicted in Exhibit B (hereinafter referred to the “**Wall Mural**”);

C. Given the location of the Grantor’s business and building, and the wall space on Grantor’s building, Grantee requested and Grantor is willing to provide to Grantee a signage easement to install the Wall Mural, in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, Grantor and Grantee hereby agree as follows:

1. **Grant of Signage Easement.** Grantor hereby grants to Grantee an exclusive easement (the “**Easement**”) to maintain signage on the Property, specifically a [REDACTED] (XX) square foot area on the north facing brick wall adjacent to Baltimore Street for a Wall Mural, which easement shall include the right of Grantee and its agents and employees to enter onto the Property

in connection with Grantee's maintenance, repair and replacement of signage located on the Property from time to time. Grantee's use of the Easement and any and all signage maintained by Grantee on the Property shall be at Grantee's expense be in compliance with all laws, rules and regulations of any governmental authority having jurisdiction.

**2. Character of Easement.** Grantor shall not do or cause to be done anything to limit, restrict or interfere with Grantee's use of the Property or otherwise unreasonably interfere with the rights granted to Grantee herein.

**3. Term of Easement; Termination of Easement.**

a. The Easement shall have an initial term of five (5) years from the date hereof (the "**Term**"); provided, however, that at any time during the Term, Grantee may elect to give Grantor written notice of termination of the Easement, which shall be effective sixty (60) days following Grantor's receipt of such notice. If not sooner terminated and provided Grantee is not in default of the terms of this Agreement, the Easement shall automatically renew for additional successive five (5) year terms.

b. As consideration for the Easement herein granted, Grantee shall pay Grantor the sum of Ten and No/100 Dollars (\$10.00).

c. After termination of the Easement (the "**Easement Termination**"), upon the request of Grantor, Grantee (together with Grantor) shall execute, acknowledge, deliver and record in the Recorder's Office of Will County, Illinois a termination and release of the Easement.

d. Upon receiving the Grantee's Notice of Termination, Grantor shall have thirty (30) days thereafter to request that the Grantee transfer ownership of the signage on the Property to the Grantor. Otherwise, upon the termination of this Agreement, shall cause its signage to be removed from the Signage Parcel at Grantee's cost and expense. Grantor and Grantee shall each be responsible for its own legal fees and expenses connected with the Easement Termination.

**4. Maintenance of Easement.** Grantee shall be responsible for the installation, maintenance, repair, and replacement of signage, and all other charges associated with the existence or use of the Easement. In the event that Grantee finds it necessary to make any physical improvements located or to be located in or on the Easement, Grantee shall provide at least fourteen (14) days-notice to Grantor before such improvements can be made, and Grantor shall have no right to prevent such improvements unless the improvements will substantially alter the structural integrity of the building located on the Property. Notwithstanding anything contained in this Agreement, Grantee shall have no affirmative obligation to construct or cause the construction of any improvements on Grantor's Property. In the event that Grantor finds it necessary to make any physical improvements located or to be located in or on the Easement, Grantor shall provide

at least fourteen (14) days-notice to Grantee before such improvements can be made, and such improvements shall not violate Section 2 of this Agreement.

**5. Insurance.** For so long as the Easement is in effect, Grantee shall maintain liability insurance with respect to the Easement in a coverage amount not less than **One Million Dollars (\$1,000,000.00)**. Upon the request of Grantor, Grantee shall provide to Grantor evidence of such insurance (including, without limitation, insurance certificates and copies of insurance policies, together with paid receipts therefor) not more frequently than annually. From and after the Easement Termination, Grantee shall have no obligation to maintain any insurance with respect to the area formerly subject to the Easement.

**6. Successors and Assigns.** The rights and obligations hereunder of the parties hereto (a) are made for the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns, and (b) will constitute covenants running with the land.

**7. Indemnification.** Grantee shall indemnify Grantor and its agents, servants, contractors, managers, members, partners, directors, shareholders, officers, employees, invitees, tenants, guests, licensees and each of their respective agents, servants, contractors, managers, members, partners, directors, shareholders, officers, employees, invitees, tenants, guests and licensees, and shall hold all such persons harmless from and against, any and all loss, cost, liability, damage, injury, death, expense, claim (including, without limitation, any claim to a lien caused by or through Grantee), action or cause of action (a “**Loss**”), including, without limitation, attorneys’ fees and expenses, which may arise by reason of the willful or negligent acts or omissions of Grantee or anyone claiming or acting through Grantee (including, without limitation, Grantee’s agents, servants, contractors, managers, members, partners, directors, shareholders, officers, employees, invitees, tenants, guests, licensees and each of their respective agents, servants, contractors, managers, members, partners, directors, shareholders, officers, employees, invitees, tenants, guests, and licensees) in relation to the Easement or the use thereof.

**8. Entire Agreement.** This instrument contains the entire agreement between the parties hereto relating to the rights and obligations described herein.

**9. Notices.** Any notice, request, demand, instruction or other document to be given hereunder or pursuant hereto (a “**Notice**”) shall be in writing and personally delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) electronic mail, with the original Notice sent via overnight delivery addressed to the address of the party in question set forth below and copies to the parties designated below or to such other address as either party may designate by Notice pursuant to this Section. Notices shall be deemed given (x) three business days after being mailed as provided in clause (a) above, (y) one business day after delivery to the overnight carrier as provided in clause (b) above, or (z) on the day of the transmission of the electronic mail, so long as it is received by 5:00 p.m. (Chicago time) on such day and the original of such Notice is received the next business day via overnight delivery as provided in clause (c) above.

Notices to Grantor: Kenneth W. Frey  
102 S. Water Street  
Wilmington, IL 60481

Notices to Grantee: City of Wilmington  
Attn: City Clerk  
1165 S. Water Street  
Wilmington, Illinois 60481

Notices to Grantee copy to: Mahoney, Silverman & Cross, LLC  
822 Infantry Drive  
Suite 100  
Joliet, Illinois 60435  
Attn: Bryan M. Wellner  
Email: [bwellner@msclawfirm.com](mailto:bwellner@msclawfirm.com)

The addresses and addressees for purposes of this Section may be changed to any other address or addressee in the continental United States by giving written notice of such change in the manner provided herein for giving Notices. Unless and until such written notice is delivered, the last address and addressee stated by written notice, or provided herein if no written notice of change has been delivered, shall be deemed to continue in effect for all purposes hereunder.

**10. Headings.** All headings used in this Agreement are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

**11. Further Assurances.** Grantor and Grantee hereby agree to do, execute, acknowledge and/or deliver all such further acts, instruments, documents and assurances and to take all such further action as shall be necessary or desirable to fully carry out the provisions of this Agreement.

**12. Waivers, Modifications.** No waiver of any of the obligations or requirements set forth herein shall be made or effective unless such waiver shall be in writing signed by the party intended to be bound thereby, and only to the extent of such written waiver. This Agreement (except for the addresses contained in Section 11 above) may not be modified in any respect whatsoever, in whole or in part, except by written instrument signed by the party intended to be bound thereby, which written instrument shall be recorded in the Recorder's Office of Will County, Illinois.

**13. Governing Law.** This Agreement shall be construed and governed by the internal laws (and not the laws of conflict of laws) of the State of Illinois.

**14. Severability.** If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining

parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

**15. Recording.** Grantee shall cause this Agreement (and the Exhibits attached hereto) to be recorded with the Will County Recorder.

**16. Relationship of Parties.** Nothing in this Agreement shall be deemed to create any joint venture or partnership between the parties. Neither the Grantor nor the Grantee shall have the power to bind or obligate the other, except as and to the extent expressly set forth in this Agreement.

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**GRANTOR:**

**KENNETH W. FREY**

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

Name: Kenneth Frey

**GRANTEE:**

**CITY OF WILMINGTON,**

**an Illinois municipal corporation**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kenneth Frey, personally known to me, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, he signed and delivered the said instrument pursuant to the proper authority given by such company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Ben Dietz personally known to me to be the Mayor for the City of Wilmington, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor, he signed and delivered the said instrument pursuant to the proper authority given by the City of Wilmington corporate authorities, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**


**Wall Mural**

# Mobile Stage and Sound System Rental

815-955-5783

## Mobile Stage Rental Agreement

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

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

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

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

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

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

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Lessor [Renter's} Signature

Date

### Request For Rental of Mobile Stage

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

\_\_\_\_\_

9. Purpose of Event: \_\_\_\_\_

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

11. Date and time of activity: Date; \_\_\_\_\_ Time \_\_\_\_\_

12. Setup date: \_\_\_\_\_ Time of setup: \_\_\_\_\_

12. Removal date & time: \_\_\_\_\_

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

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

Lessee: Mobile Stage and Sound System Rental Konjevich Inc.

Printed name of Lessee's agent: \_\_\_\_\_

Signature of Lessee's agent: \_\_\_\_\_

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

Lessor: Mobile Stage and Sound System Rental

Printed name of Lessor's agent: Steve Konjevich

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

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

\_\_\_\_\_

Steve Konjevich

Mobile Stage and Sound System Rental

PO Box 1108

New Lenox Illinois 60451

815-955-5783

Check to be made out to Konjevich Inc.

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

Mobile Stage Rental Fee: 1400<sup>00</sup>

Deposit Amount 200<sup>00</sup>

~~Sound System Fee:~~ 

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

E-mail @ [MobileStageRental@yahoo.com](mailto:MobileStageRental@yahoo.com)

Facebook @ Mobile Stage and Sound System Rental

					<b>APRIL</b>						
WI-23-043	4.3.23	McClain	505 Debbie	815.514.5294	Fence Repair	\$ 800.00	\$ 125.00	PH	RRC	Pd	Acosta Fence
WI-23-044	4.3.23	Filas	21541 Trick Circle	708.437.4100x4447	Window Replacement	\$ 14,531.00	\$ 225.00	FN	RRC	Pd	Feldco
WI-23-045	4.5.23	Fawley	822 Judy	779.236.7945	Fence Installation	\$ 8,460.00	\$ 175.00	PH	RRC	Pd	Everlast
WI-23-046	4.6.23	Stephans	415 KKK Rvr Dr	815.210.7470	Deck Installation	\$ 2,700.00	\$ 175.00	PH-F	RRC	Pd	Owner
WI-23-047	4.10.23	Hansen	1203 Vista	815.325.8631	Driveway Replacement	\$ 11,740.00	\$ 200.00	PP	RRC	Pd	Kuyper Bros
WI-23-048	4.11.23	Hughes	1103 N KKK	815.970.2822	Siding-Windows-Elec Service	\$ 10,000.00	\$ 200.00	HW	RRC	Pd	Owner
WI-23-049	4.13.23	Cooksey	31929 S W Rvr Rd	815.721.0162	Solar Installation	\$ 25,000.00	\$ 375.00	FN	RRC	Pd	Cross Country Const
WI-23-050	4.14.23	Robinson	214 S Main	815.823.2013	Porch Installation	\$ 1,500.00	\$ 125.00	PH	RRC	Pd	Owner
WI-23-051	4.14.23	McCreery	813 S KKK	708.437.4100x4387	Window Replacement	\$ 7,336.00	\$ 175.00	FN	RRC	Pd	Feldco
WI-23-052	4.14.23	Dodge	204 S Main	815.255.2988	Roof Replacement	\$ 10,000.00	\$ 200.00	WI	RRC	Pd	ReCrafted
WI-23-053	4.24.23	PrimeSource	30350 S Graaskamp	309.340.2692	Fire Sprinkler Add On	\$ 129,970.00	\$ 2,319.70	R-Hydro	INC		Shambaugh
WI-23-054	4.24.23	St Rose Church	604 S Main	630.639.0563	Fence-Patio	\$ 2,700.00	\$ 175.00	PP-PH	RRC		Everlast-Mancuso
WI-23-055	4.24.23	Smith	22301 W KKK Rvr Dr	815.839.6289	Concrete Driveway	\$ 3,500.00	\$ 150.00	PP	RRC	Pd	Owner
WI-23-056	4.26.23	PrimeSource	30350 S Graaskamp	708.491.1469	Industrial Build out	\$ 11,705,792.00	\$ 121,198.70	List	IRC	Pd	Alston
WI-23-057	4.26.23	Bloom	1514 Elwood	708.559.9118	Deck & Concrete Installation	\$ 26,522.00	\$ 425.00	PP-PH-FN	RRC	Pd	Design A Deck
WI-23-058	4.26.23	Tutor	834 Phyllis	815.729.3100	Window Replacement	\$ 12,848.00	\$ 225.00	FN	RRC		Window World
WI-23-059	4.27.23	Melhorn	301 N KKK	815.210.7009	Roof Replacement	\$ 17,500.00	\$ 250.00	WI	RRC	Pd	Mueller
WI-23-060	4.27.23	Mroz	30940 Slalom	708.745.2987	Roof/Gutter Repl	\$ 31,099.00	\$ 425.00	WI	RRC	Pd	AmeriPro
WI-23-061	4.27.23	Quirk	408 N KKK	815.476.1058	Roof Replacement	\$ 3,900.00	\$ 150.00	WI	RRC		Owner
WI-23-062	4.27.23	Koerner	600 S Circle	815.476.1058	Roof Replacement	\$ 13,560.00	\$ 225.00	WI	RRC		Jims Roofing
WI-23-063	4.27.23	Stapp	302 S East	708.935.5967	Footing Replacement	\$ 12,000.00	\$ 250.00	PP/FN	RRC	Pd	B&F Foundations
						\$ 12,051,458.00	\$ 127,768.40				





# PERFORMANCE AGREEMENT

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

Wilmington Catfish Days

## 1. SERVICES

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

## 2. COMPENSATION


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

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

**GREG'S FENDER BENDERS**

**Gregory Bucciarelli**

**(815) 685-7855**



Title: Booking Agent

4-15-23  
Date

Purchaser \_\_\_\_\_

Phone Number \_\_\_\_\_

x \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date



# City of Wilmington Police Department

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## Departmental Memorandum

To: Honorable Mayor Dietz and City Council Members  
From: Chief Adam Zink  
Subject: Monthly Status Report – April 2023

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### **During the month the patrol division had the following activity:**

- 7 Pedestrian/Suspicious Stops were conducted
- 127 Business (Walk and Talk) Checks (officers entering businesses during normal hours)
- 8537 Premise Checks (officer checking cursory checks of businesses after hours)
- 6 misdemeanor and/or warrant arrests
- 0 felony arrests
- 105 written traffic citations (up from 89 last month)
- 115 written traffic warnings (up from 100 last month)
- 10 compliance/parking (local ordinance) tickets, (increased from 2 last month)
- Officers handled an additional 433 calls for service and wrote 50 related reports.
- 24 trucks were weighed based on a suspicion of being overweight and fined accordingly

### **Investigations Division had the following activity:**

- Closed sixteen (15) cases: 7 administratively, 7 No complaint from SA, 1 referred to other agency
- (9) Cases are awaiting review/charges from the State's Attorney
- Added (14) new cases

### **Training:**

- (2) officers received firearm training – 15 drills, and 4 range days were utilized by visiting agencies.
- Officers participated in a total of 192 hours of off-site training
- Each officer participated in 28 Lexipol daily training scenarios.
- All members have completed one PLI online training course (approximately one (2) hour in length) on the topic of Lawful Searches

### **Administration:**

- Enrolled and planned our first Cop on a Rooftop event, scheduled for May 19<sup>th</sup> in Diamond
- Accreditation Policy and Procedure modifications continues. Policies updated and approved: Patrol Organization and Function, Vehicle Pursuits, Mobile Audio/Video,
- Sgt. Brimer officially retired 4/27, with celebration events at the PD
- Re-organized some positions internally to account for retirement and officers on medical leave
- Submitted Grant application to DOJ for funding of BWCs for all officers
- Training: Detective Bootcamp, Firearm Instructor, Reid Interview, School Violence, Sex Offender Registration, Property and Evidence Room Management, etc.

## Truck Enforcement April 2023

<u>DATE</u>	<u>VIOLATION</u>	<u>LBS EXCESS</u>	<u>FINE/ BOND</u>	<u>TRAFFIC ASSESSMENT</u>	<u>LOCATION</u>	<u>CITATION TYPE</u>	<u>OFFICER</u>
4/1/2023	OW - Registration	26,100	\$730	\$260	Lorenzo Rd/Elion Blvd	UTC	Rourke 109
4/3/2023	Use of Unsafe Tires		\$100		New River Rd/Rt 53	NTA	Rourke 109
4/3/2023	OW - Registration	27,060	\$730	\$260	Lorenzo Rd/I-55	UTC	Rourke 109
4/3/2023	OW - Registration	10,060	\$238	\$260	Peotone Rd/Rt 53	UTC	Rourke 109
4/3/2023	OW - Registration	76,500	\$2,722	\$260	New River Rd/Boathouse Rd	UTC	Rourke 109
4/7/2023	Overwidth		\$100		Lorenzo Rd/Graaskamp Blvd	NTA	Rourke 109
4/11/2023	OW - Registration	80,460	\$3,191	\$260	Lorenzo Rd/I-55	UTC	Rourke 109
4/11/2023	OW - Axle	2,560	\$330	\$260	Lorenzo Rd/I-55	UTC	Rourke 109
4/13/2023	OW - Axle	2,020	\$330	\$260	Lorenzo Rd/I-55	UTC	Rourke 109
4/13/2023	OW - Registration	10,440	\$590	\$260	Peotone Rd/Old Chicago Rd	UTC	Rourke 109
4/14/2023	OW - Gross	4,160	\$590	\$260	S Arsenal Rd/Prairieview Dr	UTC	Soucie 118
4/14/2023	OW - Registration	3,161	\$270	\$260	S Arsenal Rd/Prairieview Dr	UTC	Soucie 118
4/15/2023	No Cab Card in Truck		\$100		Rt 53/Rt 102	NTA	Rourke 109
4/15/2023	Improper Display of Reg		\$100		Rt 102/Baltimore St	NTA	Rourke 109
4/19/2023	OW - Gross	8,000	\$2,400	\$260		UTC	Rourke 109
4/20/2023	Fail to Submit to Weigh		\$2,000		S Arsenal Rd/Prairieview Dr	UTC	Jurgens 004
4/21/2023	OW - Registration	28,620	\$942	\$260	Peotone Rd/Rt 53	UTC	Jurgens 004
4/21/2023	OW - Registration	30,360	\$942	\$260	Graaskamp Blvd/Lorenzo Rd	UTC	Rourke 109
4/21/2023	OW - Gross	83,920	\$25,200	\$260	Lorenzo Rd/Graaskamp Blvd	UTC	Rourke 109
4/24/2023	OW - Registration	8,020	\$590	\$260	Lorenzo Rd/I-55	UTC	Rourke 109
4/24/2023	OW - Registration	26,200	\$720	\$260	Peotone Rd/Rt 53	UTC	Rourke 109
4/25/2023	OW - Gross	9,900	\$3,000	\$260	S Arsenal Rd/Rt 53	UTC	Soucie 118
4/26/2023	OW - Gross	9,100	\$2,950	\$260	Rt 53/S Arsenal Rd	UTC	Rourke 109
4/26/2023	OW - Axle	6,840	\$2,100	\$260	Peotone Rd/Old Chicago Rd	UTC	Rourke 109
4/27/2023	OW - Registration	2,820	\$238	\$260	Frontage Rd/Lorenzo Rd	UTC	Rourke 109
4/27/2023	OW - Registration	700	\$100	\$260	Peotone Rd/Rt 53	UTC	Rourke 109
<b>Total:</b>			<b>\$51,303</b>	<b>\$5,460</b>			

# **CODE ENFORCEMENT APRIL 2023**

April 1 - 30, 2023

**TOTAL New Work Orders – 32**

4 - In Progress  
28 - Completed

**04/03/23** Pool ordinance complaint for 740 Koala Ct. Complaint from 339 N First St, Apt 4 finally resolved. New door installed and broken toilet replaced. Met with Will County Health Department for joint inspection for Fox's Pizza; unable to make entry. Greg Fox did not show up. Appointment rescheduled.

**04/04/23** Golf Cart inspections for 876 Manchester and 909 S Joliet St. Parking Complaint for Daniels St. Semi parked in driveway. When I got there, the semi was not there. I left a copy of the ordinance in the mailbox. Composed letter to Greg Fox regarding need for rezoning property.

**04/05/23** Spoke with Tim Wilkerson multiple times regarding apartment on lower level of 107 S Water St. Advised him that he is not permitted per zoning to have residential dwelling on the first floor of the building. Golf Cart inspection for 302 Stewart St. Rechecked area of Stewart and Washington Streets from previous complaint of brush in the roadway. Met with Will County Health Department for visual inspection of upstairs quarters of 403 N Main St, commonly known as Fox's Pizza. It was concluded that he is, in fact, residing above the restaurant and to maintain his residence, the building property would have to be rezoned to B2A.

**04/06/23** Checked for update for signage at 211 N Water. Made contact with owner, Franco Franchi. Rechecked 814 E County Rd regarding property maintenance complaint. Progress is being made. Rec'd email with complaints regarding County Rd and Daniels St. Attempted contact at 112 Daniels, negative results. 814 E County Rd, already in progress. 611 E County Rd., already working on it. Flagged down by Bobby Thomas. Worked on job description.

**04/11/23** Answering emails, voicemails from cell and office phone. Golf carts / ATV checks at 945 Phyllis, walk in at City Hall, 1321 Janet Dr, 616 S Buchanan St

**04/12/23** Attempted contact with 611 E County Rd. Conducted safety inspection for UTV at 1929 Roberts St. Safety Inspection of Golf Cart at 1131 Fairchild. Dropped off letter at 611 E County Rd and actually spoke with homeowner Abigail. Met with homeowner at 112 Daniels, advised has permit for fence and many other projects that he got at the end of last year. Safety Inspection for Golf Cart at 913 Judy Dr. Attempted contact with 740 Koala Court regarding pool ordinance, negative results. Made contact with homeowner of 740 Koala Court via TX. Confirmed broken gate and that she will get it fixed ASAP. Met with subject looking for electronics drop-off. Advised that he was a day too early.

**04/13/23** Came in late, I had a doctor's appt. Rechecked a couple areas from previous complaints. Attempted to contact Franco Franchi ref 211 N Main St sign. Worked on job description. Burning complaint at 504 S Outer.

**04/14/23** Burning complaint from J. Gretencord regarding the white house next to AJ's on N. First St. Spoke with male, minimal-English speaking subject. Advised him that he could not burn a kitchen table but that the wood from the yard was fine. Safety inspection for golf cart at 221 S Main St. Safety inspection for golf cart at 1211 Vista Dr. Safety inspection for ATV at City Hall.

04/15/23 Check town for any types of violations. People are cutting their grass. No one is burning anything they shouldn't be. Safety inspection for golf cart at 741 Wilshire Ct.

04/18/23 No work vehicle. Worked on job description. Researched ordinances. Tall Grass complaint at 1666 Kirsten Lee Dr. Attempted contact; spoke with male subject via Ring doorbell.

04/21/23 1666 Kirsten Lee; actually, spoke with Nick in person regarding tall grass complaint. Fence up at 112 Daniels; picture taken. Fence up at 616 E County Rd; pictures taken. Attempted to contact anyone at 611 E County Rd to check progress; negative results. Met with Ryan Foster regarding assist with letters and notice signs for violation of Chapter 56 Ordinance. Met with C. Janulis at 705 Fulton St regarding ongoing neighborhood dispute; loud noise, etc. Advised officer in charge.

04/22/23 Safety inspection for ATV at 31669 S Smith Rd. Recheck 1666 Kirsten Lee; grass had been cut. Worked on Notices and letters for water department.

04/25/23 Returned phone call regarding a fence for a single-family residence at 523 S Kankakee Street. Parking complaint at residence at corner of S Water and Laurel St. (721 S Water St) Attempted to make contact at 560 Davy Ln. Researched information regarding 560 Davy Ln; Owner, contact information

04/26/23 Answer email from J. Ziller regarding camper information for 1299 Sunset Dr. Meeting with Chief Zink and DC Dole. Research 560 Davy Ln. Took pictures, attempted contact, met with Kyle from 566 Davy Ln who confirmed report of sales and gave me a phone number for "Sam"

04/27/23 Answer emails, and returned calls from voicemails. Safety inspection for golf cart at 500 Beck Ln. Possible unregistered business behind Wee Sip Liquors. Joe Norton cutting grass for Sippy. Spoke with workers for Manny's Lawn Care (and Manny) and advised that they need to be registered with the City of Wilmington. Spoke with EZ Signs in front of the Mar Theater. They were not registered contractors. Advised how to register at City Hall. Safety inspection for RZR at 34223 Wildwood. Attended Adjudication Hearing. Handled complaint about a pile of rocks.

04/28/23 Rec'd notice of exception for 1299 Sunset Dr. Attempted to contact Kirk Wilkins. No message, mailbox full. I sent him a text message. Attempted to contact owner of rock pile. No answer to phone call. I sent him a text message. Complaint of broken down / falling over fence in North Crest Park. Caller advised of a grocery cart full of old electronics in the roadway on Jackson St. Contacted City Crew to have it removed. Contacted realty company for 1431 Janet Dr. regarding cutting grass.

04/29/23 Met with Steve Evans regarding 202 S Water St and its state of disrepair. Worked on issued with 560 Davy and 406 S Circle. Research Golf Cart Laws while it rained. Rechecked 1431 Janet; lawn had been cut!

# **WILMINGTON EMERGENCY SERVICES & DISASTER AGENCY**

## **Wilmington ESDA**

### **Committee Report**

**May 9, 2023**

4-13-23	Rehab	Custer Park /Barn Fire
4-20-23	Storm Watch	
4-22-23	Traffic	Baseball Parade
4-26-23	Water	ESDA stood by while Illinois DNR set buoys upstream of dam.

### **Training:**

Three members participated with MABAS 15 Swiftwater Team's night training at Yorkville's White-Water Course.

Drone Team

### **Upcoming Training:**

5-22-23 /MABAS 15 Creature Craft Training at Wilmington Dam.

5-25-23/ Life Star Helicopter Landing Zone set up with Wilmington Fire.

Title XI – Business Regulations

Chapter 112 – Alcoholic Liquor Dealers

Section 112.06 – Classification of licenses – Fees

(A)

(10) Class J License (Movie Theater Concerts) shall authorize the sale of alcoholic liquor only for consumption indoors on the premises for concert events only at movie theater establishments only. The service and sale of alcoholic liquor shall only be permitted at a bar in a designated area where entry is prohibited by persons under the age of 21. It shall be the responsibility of the licensee, operator, and employees of the licensee to enforce the age restriction by providing a responsible BASSET trained person or persons to check and establish the age of each person entering into the designated area. Class J licenses shall be limited to alcoholic liquor service for no more than twelve concert events per year and no more than 30 minutes before the concert or 30 minutes after the concert and in no event longer than five hours of alcoholic liquor service per concert event. The fee for the issuance of a Class E-1 license shall be \$\_\_\_\_\_ per year.

(11) Class W licenses (Wine tasting events) shall be defined as: an event encompassing no more than eight consecutive hours at which wine is dispensed in glasses which can hold no more than two oz. of wine; the total two oz. servings per person shall not exceed six for the event.(a)Class W licenses shall entitle the holder thereof to hold a wine tasting event.(b)Class W licenses shall only be available to the holders of a Class A; Class A1; Class B; Class E; or Class F license.(c)The application for a Class W license shall be made to the liquor commissioner under oath, accompanied by the required fee, and shall contain such information and be in such form as may be required by the liquor commissioner. The liquor commissioner shall determine, in his sole determination, whether it is in the best interests of the city to issue such a license.(d)All of the other terms, conditions and provisions of this chapter shall be applicable to the issuance of a Class W license, except as specifically provided in this subsection (9), and also except that the restrictions under Section 112.18 may be waived by the local liquor commissioner.(e)Any license issued as a Class W license shall be subject to the following conditions and restrictions:1.A Class W license shall only be valid for one day as specified in the license.2.A holder of a Class A, Class B, Class E, or Class F license shall be allowed no more than four Class W licenses per calendar year.3.The license holder shall not charge for admittance to the event nor receive compensation of any kind from the event goers nor from any other party.

112.23 – Hours during which sales are prohibited.

(A)

(4) Class G, H, and J

112.25 – Number of liquor licenses authorized.

(A)

Class J (Theater Concerts) - 1




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# MEMO

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**Date:** May 9, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

**Cc:** Joie Ziller, Deputy Clerk  
James Gretencord, Public Works Director  
Nancy Gross, Finance Director

**Re:** Discussion Regarding Catastrophic High Water Bill Relief

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**Budget Impact:** Varies by year

**History:** On March 21, 2023, the City Council authorized relief to a resident located at 912 S Water Street. She had received a high-water bill due to a pipe freezing and bursting while away from her home on vacation. The historical accounting of the request which started as a dispute with the utility billing department, is annotated in the Finance Director's letter dated March 14, 2023. During that discussion, staff was directed to amend the existing municipal code to allow for relief due to a catastrophic event.

**Staff Analysis:** Section 52.06.01 Dispute Procedures reads as follows:

52.06.01 - Dispute procedures.

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

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



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

(Ord. 05-10-18-01, passed 10-18-05; Am. Ord. 12-01-03-01, § 3, passed 1-3-12)

In its current form, this section does not provide for any form of relief or rebate in the event of a catastrophic or unexpected event. Staff discussed reasonable amendments to the Municipal Code which considers the following:

- Definition for High Water Bill
- Form of Petition for Relief
- Inspection Fees
- Actions by the Water Department
- Formula for Relief
- Limitations of Relief

These amendments are included in the attached document for your review and consideration for placement on the May 16, 2023 agenda in ordinance form.

52.06.01 - Dispute procedures.

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

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

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

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

(D) Petitions for Relief from High Billing.

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

(2) A Complainant, upon receipt of a water bill that reflects water usage believed to qualify as High Billing, as defined above, may petition the city administrator for relief by with the City Clerk a Certified Petition on forms provided by the City Clerk that includes the following information:

- (i) The number of people residing at the property
- (ii) Describe the use of the property, for example, single-family, multi-family, home occupation;
- (iii) A sworn statement that the water was not used, in any way, by the Complainant or other potential users, and there existed no known plumbing issues of any kind;
- (iv) Consent to allow the city's plumbing inspector or the Water Department personnel or both to enter the property for the purposes of conducting an inspection of the

plumbing and fixtures and other appurtenances of the property that may have contributed to the High Billing;

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

**jziller@wilmington-il.com**

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**From:** John Braithwaite  
**Sent:** Thursday, May 04, 2023 10:05 AM  
**To:** jziller@wilmington-il.com  
**Subject:** Request for variance and exception to city ordinance 150.89

My name is John Braithwaite and I live at 707 S. Kankakee St. Wilmington

I am requesting a variance for my travel trailer which is parked on the side of my property. It is on a gravel pad. It is off of the right of way and does not impede the side walk. Included are pictures of where my travel trailer is parked and what my yard looks liked beyond it.

It is not feasible to move it any farther back in my yard as the ground is too soft off of the gravel pad and would be extremely hard to maneuver given the neighbors fence and softness of the ground and the trees in my yard. I am a senior citizen and also a veteran and can not afford the cost of storage.

Thank you for your consideration. I can be reached at XXXXXXXXXXX

Sincerely John Braithwaite





# MEMO

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**Date:** May 9, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** James Gretencord, Director of Public Works

**Cc:** Jeannine Smith, City Administrator  
Nancy Gross, Finance Director

**Re:** Discussion regarding Wilmington Code of Ordinances Chapter 100 Street Trees

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**Budget Impact:** To be determined

**Request:** Review and discuss changes to Wilmington Code of Ordinances Chapter 100 Street Trees (Wilmington Tree Ordinance)

**Discussion:** Due to recent circumstances, City staff has consulted our City Ordinance regarding street trees. After reviewal of City Ordinance Chapter 100, it is recommended to reconsider and update portions of this ordinance.

**Motion:** Give staff direction on updating Wilmington Code of Ordinances Chapter 100 Street Trees.

*Thank you in advance for your consideration of this request.*

## Chapter 100 STREET TREES

### Sections:

#### 100.1 Title.

This chapter shall be known as and may be cited as the "Wilmington Tree Ordinance" of Wilmington, Illinois.  
(Ord. 1399, passed 12-18-01)

#### 100.2 Purpose and intent.

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

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

#### 100.03 Definitions.

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

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

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

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#### **100.04 The Wilmington tree commission—Establishment—Composition—Appointment of members—Duties.**

- (A) ~~Establishment. The Wilmington tree commission (hereinafter "tree commission") is hereby established. Its functions and duties are limited to those set forth in this chapter.~~
- (B) ~~Composition. The tree commission shall be composed of eight commissioners. The mayor shall appoint five commissioners with the advice and consent of the city council. These five commissioners shall serve without pay and shall reside within the city of Wilmington, Illinois. The remaining three commissioners shall be ex-officio and shall not vote. The three ex-officio commissioners shall be the superintendent of public works, the director of parks and recreation of the Wilmington park district or his/her representative, and the arborist. Subject to the exceptions in subsection (C), immediately below, each commissioner of the tree commission shall serve for a term of three years.~~
- (C) ~~Appointment of Members. One of the five commissioners initially appointed to the tree commission, who is not an ex-officio member, shall serve for a term of one year; two of the five commissioners initially appointed shall serve for a term of two years. The remaining two commissioners initially appointed shall serve for a term of three years. Terms shall start on a common date. Determination of the length of terms of the five commissioners initially appointed shall be by lot. The mayor shall designate the chairperson of the tree commission.~~
- (D) ~~Expiration or Vacation of Terms. Within 30 days following the expiration of the term of any appointed commissioner, a successor shall be appointed by the mayor with the advice and consent of the council and the successor shall serve for a term of three years. Should any commissioner resign or be removed from tree commission, a successor shall be appointed by the mayor with the advice and consent of the council and shall serve for the unexpired period of the vacated term. The mayor with the advice and consent of the council may remove a member of the tree commission.~~
- (E) ~~Duties. The tree commission shall perform the following duties:~~
- ~~(1) Within a reasonable time after the appointment of the tree commission, upon call of the chairperson of the tree commission, the tree commission shall meet and adopt rules of procedure for regular and special meetings to fulfill the duties imposed upon it by this chapter.~~
  - ~~(2) The tree commission shall advise and consult the arborist on any matter pertaining to the Wilmington tree chapter and its enforcement. The topics under which this advice and consultation may be given may include, but are not limited to, any of the following:
    - ~~(a) Amendments to the Wilmington Tree Ordinance, and alterations or revisions to the Arboricultural Specifications Manual, and alterations or revisions of the Urban Forestry Plan;~~
    - ~~(b) Policies concerning selection, planting, maintenance and removal of shrubs and other plants within the city;~~
    - ~~(c) Allocation of funds to the arbor division, and expenditures of funds by the arbor division;~~
    - ~~(d) Establishment of educational and informational programs;~~
    - ~~(e) Development of policies and procedures regarding the arborist's duties;~~
    - ~~(f) Issuance of permits required by this chapter.~~~~
  - ~~(3) The tree commission, upon the request of any person who disagrees with the decision of the arborist, shall hear all issues of the disputes which arise between the city arborist and any such person, whenever those issues involve matters or the interpretation or enforcement of the Arboricultural Specifications Manual, the Urban Forest Plan, or of the interpretation or enforcement of this chapter,~~



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~~including disputes regarding the issuance of permits, or the concurrence or nonoccurrence of the arborist, in permits required under other ordinances or laws, or the abatement of nuisances. The decision of a majority of the appointed members of the tree commission with regard to such dispute shall be binding upon the arborist. Nothing in this section shall be construed to limit the jurisdiction of any court of law with respect to such disputes.~~

~~{Ord. 1399, passed 12-18-01}~~

### **100.05 City arborist—Establishment—Duties.**

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

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the Urban Forestry Plan or the regulations or standards of the Arboricultural Specifications Manual, the arborist shall provide written notice of his/her findings to the permit applicant. The notice shall contain a copy of Section 100.04 of this chapter and;

- (a) The permit shall be nullified and shall be void and;
  - (b) The arborist may issue a written order that the permit applicant cease and desist all work for which the permit was required and;
  - (c) The permit applicant shall be subject to penalty under the terms of this chapter and;
  - (d) The arborist may take steps to correct the results of the non-complying work and the reasonable costs of such steps shall be charged to the permit applicant.
- (8) The arborist shall establish a program of public information and education that will encourage the planting, maintenance, or removal of trees, shrubs and other plants on private property in furtherance of the goals of the Urban Forestry Plan.

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

### **100.06 Permits.**

- (A) Scope of requirement. No person except the arborist, an agent of the arborist or a contractor hired by the arborist may perform any of the following acts without first obtaining from the arborist a permit for which no fee shall be charged. Nothing in this section shall be construed to exempt any person from the requirements of obtaining any additional permits as are required by law.
- (1) Plant on city-owned property or treat, prune, remove or otherwise disturb any tree, shrub or other plant located on city-owned property, except that this provision shall not be construed to prohibit owners of property adjacent to city-owned property from watering or fertilizing, without a permit, any tree, shrub or other plant located on such city-owned property;
  - (2) Trim, prune or remove any tree or portions thereof if such tree or portion thereof reasonably may be expected to fall on city-owned property and thereby to cause damage to persons or property;
  - (3) Place on city-owned property either above or below ground level, a container for trees, shrubs or other plants;
  - (4) Damage, cut, tap, carve, or transplant any tree, shrub, or other plant located on city-owned property;
  - (5) Attach any rope, wire, nail, sign, poster or any other manmade object to any tree, shrub or other plant located on city-owned property;
  - (6) Dig a tunnel or trench on city-owned property;
- (B) Issuance. Within seven days of receipt of the application, the arborist shall issue a permit to perform within 30 days of the date of issuance any of the acts specified in subsection (A) immediately above, for which a permit is requested whenever:
- (1) Such acts would result in the abatement of a public nuisance;
  - (2) Such acts are not inconsistent with the development and implementation of the Urban Forestry Plan or with any regulations or standards of the Arboricultural Specifications Manual;
  - (3) An application has been signed by the applicant and submitted to the arborist detailing the location, number, size and species of trees, shrubs or other plants that will be affected by such acts, setting forth the purpose of such acts and the methods to be used and presenting any additional information that the arborist may find reasonably necessary;

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- (4) The applicant agrees to perform the work for which the permit is sought in accordance with the provisions of this chapter, the Urban Forestry Plan and with the regulations and standards set forth in the Arboricultural Specifications Manual;
  - (5) The applicant certifies that he or she has read and understands those provisions of the Urban Forestry Plan, this chapter and the Arboricultural Specifications Manual which are pertinent to the work for which the permit is sought;
  - (6) If the work for which a permit is issued entails the felling of any tree or part thereof located on private property, which, as a result of such felling reasonably may be expected to fall upon city owned property and if such felling is done by one other than the owner of the property on which such felling is done, then the applicant shall agree to indemnify and hold the city of Wilmington harmless for all damages resulting from work conducted pursuant to the permit and shall deposit with the city clerk a Liability Insurance Policy in the amount of \$100,000 per person/\$300,00 per accident for Bodily Injury Liability and \$50,000 aggregate for Property Damage Liability, which policy shall name the city of Wilmington as an additional insured.
- (C) Public Utility Companies. Nothing in this section shall be construed to exempt public utility companies or their agents from any of the requirements of this chapter.

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

### **100.07 Public nuisances.**

- (A) Definition. The following are hereby declared public nuisances under this chapter:
- (1) Any dead or dying tree, shrub, or other plant, whether located on city-owned property or on private property;
  - (2) Any otherwise healthy tree, shrub or other plant, whether located on city-owned property or on private property, which harbors insects or diseases which reasonably may be expected to injure or harm any tree, shrub or other plant;
  - (3) Any tree, shrub or other plant or portion thereof, whether located on city-owned property or on private property, which by reason of location or condition constitutes an imminent danger to the health, safety or welfare of the general public;
  - (4) Any tree, shrub or other plant or portion thereof whether located on city-owned property or on private property which obstructs the free passage of pedestrian or vehicular traffic or which obstructs a street sign on city property.
  - (5) Any tree, shrub or other plant or portion thereof whether located on city-owned property or on private property that dangerously obstructs the view as such may be determined by the city engineer pursuant to this chapter.
- (B) Right to inspect. The officers, agents, servants and employees, of the city have the authority to enter onto private property whereon there is located a tree, shrub, plant or plant part that is suspected to be a public nuisance.
- (C) Abatement. The following are the prescribed means of abating public nuisances under this chapter:
- (1) Any public nuisance under this chapter which is located on city-owned property shall be pruned, removed or otherwise treated by the property owner or his/her agent in whatever fashion is required to cause the abatement of the nuisance within a reasonable time after its discovery.
  - (2) Any public nuisance under this chapter which is located on private property shall be pruned, removed or otherwise treated by the property owner or his/her agent in whatever fashion is required to cause

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the abatement of the nuisance. No property owner may be found guilty of violating this provision unless and until the following requirements of notice have been satisfied:

- (a) The arborist shall provide written notice to be personally served or by registered mail, to the person to whom the general taxes for the last preceding year were sent;
  - (b) Such notice shall describe the kind of tree, shrub or other nuisance, its location on the property and the reason for declaring it a nuisance;
  - (c) Such notice shall describe by legal description or by common language the premises;
  - (d) Such notice shall state the actions that the property owner may undertake to abate the nuisance;
  - (e) Such notice will require the elimination of the nuisance no less than 30 days after the notice is delivered or sent.
- (3) The arborist is empowered to cause the immediate abatement of any public nuisance provided that the nuisance is determined by the arborist to be an immediate threat to any person or property.

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

### **100.08 Interference with arborist.**

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

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

### **100.98 Violation and penalty.**

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

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

### **100.99 Appeal.**

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

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



# City of Wilmington

1165 S. Water Street – Wilmington, IL 60481

Phone 815.476.2175 – Fax 815.476.9782

www.wilmington-il.com

## Parkway Tree Removal Permit

Wilmington City Ordinance Chapter 100 dictates all trees removed from public property, easement, right of way, or parkway, must receive an approved permit before the removal can take place.

Site Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Tree Removal Contractor: \_\_\_\_\_

*(All contractors performing work inside the City of Wilmington must be registered with the City before any permits can be approved and/or inspections made per [City Code Chapter 124](#))*

	<u>Species</u>	<u>Diameter</u>	<u>Reason for Removal</u>	<u>Location of Tree</u>
Tree 1:	_____	_____	_____	_____
Tree 2:	_____	_____	_____	_____
Tree 3:	_____	_____	_____	_____
Tree 4:	_____	_____	_____	_____

The diameter of the tree is the overall diameter of the trunk 12" above ground level

I will be removing the tree stumps  Yes  No

I will be replacing the removed trees  Yes  No New Tree Species: \_\_\_\_\_

I acknowledge this permit does not grant authority to enter private property. If temporary lane closures are necessary for the removal of trees, I will contact Wilmington Public Works for approval at least **three business days** before the work is to commence. I understand that under no circumstances are parkway trees to be felled and that all trees shall be removed from the top down.

By signing this permit, I release, indemnify, and hold the City of Wilmington, its mayor, city council, officers, employees, representative, agents, successors, and assigns (collectively referred to as "City") harmless, and I shall defend the City from any and all known and unknown liabilities, claims, losses, costs, expenses, demands, suits, damages, proceedings, actions, and causes of action, including but not limited to, property damage, personal injury, death, worker's compensation, or other claims to any person or property, and I shall pay any settlements, judgments, and awards of any type, nature, or description, including paying all the City's attorneys,

consultants, and expert witness fees, and all other fees, costs, or expenses having any logical or factual relationship to or claimed to be proximately, directly or indirectly, caused, attributable to or due to some act, error, omission or activity of the City or to this permit or the tree removal. I further agree to pay for repair to any property damaged by the removal of tree(s).

**Property Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Upon completion, turn this form in Wilmington City Hall, 1165 S. Water Street Wilmington II, 60481. A public works representative will be in contact within two weeks' time. If you have further questions regarding the permitting process, please contact Wilmington Public Works at 815-476-3104. This permit is valid for 30 days from the date of inspection.

**\*\*\*\*\* For Office Use Only \*\*\*\*\***

**Tree Permit No.** \_\_\_\_\_

Approved

Date:

Signature:

Tree 1:  Yes  No

Tree 2:  Yes  No

Tree 3:  Yes  No

Tree 4:  Yes  No



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

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

Date: 4/28/2023

PROPOSAL FOR LANDSCAPE WORK

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

SPRING 2023

Installation of spring cold hardy flowers and accents

(3) Rect Planters \$600.00

SUMMER 2023

Removal and disposal of spring decor

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

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

(1) XL Planter \$250.00

(3) Rect Planters \$600.00

FALL 2023

Removal and disposal of summer flowers

Installation of seasonal flowers, accents and fertilizer

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

(1) XL Planter \$250.00

(3) Rect Planters \$600.00

WINTER 2023

Removal and disposal of fall decor

Installation of evergreen boughs and accents

Apply protective coating to branches to prolong life

(Installation after December 1st)

(1) XL Planter \$250.00

**Seasonal Total: \$2,650.00**

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

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

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

Date

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



**REQUEST FOR QUALIFICATIONS (RFQ) FOR  
CITY OF WILMINGTON  
COMPREHENSIVE CITY AND MASTER PARKS PLAN (“Plan”)**

Issued By:

City of Wilmington  
Administration Department  
1165 S. Water Street  
Wilmington, Illinois 60481

**Release Date: May 11, 2023**  
**Deadline for Submission: June 23, 2023 at 4:00 PM**  
**Interviews of Selected Candidates: week of July 10, 2023**  
**Consultant Selected: July 18, 2023**

**NO LATE SUBMITTALS WILL BE ACCEPTED**

The City of Wilmington, Illinois is requesting proposals from interested consultants to create a Comprehensive City and Master Parks Plan as described in the enclosed Request for Qualifications (RFQ).

For any questions, please contact the City Administrator, Jeannine Smith, at 815-476-2175 or [jsmith@wilmington-il.com](mailto:jsmith@wilmington-il.com)

The City of Wilmington reserves the right to reject any or all Submittals, to waive any informality in any Submittal, and to select the Submittals that best meet the City’s needs.



## **Request For Qualifications (RFQ) for City of Wilmington**

### **Comprehensive City and Master Parks Plan**

The City of Wilmington invites consultants to submit qualifications as it relates to updating or creating the City of Wilmington Comprehensive City and Master Parks Plan as described in this document. Please read each section carefully for information regarding the proposal and submittal instructions.

#### **INTRODUCTION**

The City of Wilmington seeks to update its Comprehensive Plan and create a new Master Park Plan within it. This document will represent the City's vision for future growth and development. The Plan will establish policies for growth management, land use, transportation and other community development-related issues and will build off of the City's existing Comprehensive Plan, adopted in September 2008 (available online at <https://www.wilmington-il.com/s/Wilmington-Comprehensive-Plan-2008-yfbd.pdf>), and other planning documents such as the Downtown Plan (available online at <https://www.wilmington-il.com/s/WILMINGTON-PLAN-FINAL-lowresolution.pdf>), bike path plans ([FLAP](#) and [County](#)) and attached preliminary park plans.

The City of Wilmington is located in southwest Will County, Illinois approximately 52 miles southwest of Chicago. The historic City Center is situated along the Kankakee River just east of Interstate 55. The redevelopment of the Joliet Arsenal into industrial properties along with access to the surrounding region through Illinois Route 53 and Interstate 55 create great opportunities for growth. The proximity to the Midewin National Tallgrass Prairie, Des Plaines Fish & Wildlife Area, Kankakee River and private outdoor clubs provides for exceptional recreational and outdoor activities.

The City of Wilmington is a unique and beautiful community, distinguished from other nearby municipalities by vast forest preserve areas, historical places including Route 66, a Victorian era downtown, natural environmental settings, and overall rural/small town character. The community has a rich history of community involvement, established on a foundation of creating and maintaining a small-town environment, mixed socioeconomic neighborhoods, and fostering a sense of community pride and civic stewardship. Working together with a shared vision, the City seeks to maintain its unique character and improve the City's quality of life for its residents.

The City of Wilmington has not updated its Comprehensive Plan since 2008 which can be found electronically at <https://www.wilmington-il.com/s/Wilmington-Comprehensive-Plan-2008-yfbd.pdf>. Over the years, various spot amendments have been made to the Municipal Code, which has created conflicts within the Municipal Code itself, as well as complexity and a lack of transparency for administrators of the code and other stakeholders (residents, consultants, and developers) as it relates to the Comprehensive Plan. Further, while the City owns several parks, it lacks safe pathways to and through the parks and offers very outdated amenities if any which made it difficult for residents to find safe places to recreate during the COVID outbreak. Additionally, the City has expanded its corporate boundaries and rezoned other areas which are not contemplated in the 2008 plan. As such, the City seeks to create a new plan that will address these changes, incorporate new ideas and spaces identified by stakeholders and provide a clear and concise document the City can rely on for the next ten (10) years.

## PROJECT DESCRIPTION

The project will replace the 2008 Comprehensive Plan with a new combined Comprehensive City Plan and a Parks Master Plan that guides future sustainable development, enhances quality of life for residents, protects natural resources, updates its long-term vision, recognizes current market realities and community priorities, and identifies feasible policies and strategies that leverage the City's existing strengths and future opportunities.

## KEY TOPIC AREAS

In addition to the essential components, the new Comprehensive City and Master Parks Plan should also address the following key topic areas:

**Economic development.** The Comprehensive Plan will include strategies to respond to market conditions for light industrial and logistics, which are gravitating to the I-55 corridor, in addition to more general strategies to attract investment, promote workforce development, revitalize the City's commercial districts, explore downtown redevelopment according to existing plans, and coordinate with Will County's economic development initiatives.

**Transportation.** The City has numerous key transportation assets that the Comprehensive City and Master Parks Plan should address. This Plan should identify recommendations for improving the transportation circulation, attracting new developments, and strengthening the image and appearance of its corridors. Given the increasing presence of light industrial and logistics development in the area, special attention should be made to circulation and access to current and future industrial development in the community as well as how employees in these areas are commuting to work. The City is working with Will County and neighboring communities on clarifying truck travel routes. The Comprehensive City and Master Parks Plan should include recommendations for vehicle, bicycle, and pedestrian infrastructure to address other issues and needs of residents.

**Housing.** The City seeks to explore strategies for attracting new residential investment and assisting current residents through the Comprehensive City and Master Parks Plan. Like many communities, Wilmington has a few incomplete planned subdivisions as a consequence of the nation's severe economic downturn. The City continues to address this lingering issue. The Comprehensive City and Master Parks Plan should continue to explore and refine these and related housing strategies.

**Agricultural and natural areas.** Wilmington has an array of agricultural, natural habitats, and water resources within the City and its planning area. The comprehensive plan should include strategies to preserve existing natural areas, parks, floodplains, manage stormwater, and protect the water quality of local streams and the Kankakee River. This may include strategies like conservation design and clustered development to accommodate growth while protecting community assets.

**Park lands.** Wilmington has 5 city owned parks. The Comprehensive City and Master Parks Plan should identify and summarize issues and opportunities as well as provide for a planning document with proposed park amenities that is actionable; keeping in mind the City Council's sentiment towards the needs, desires, opportunities and constraints of City parks and facilities.

**Parks Inventory:** The Consultant, with staff assistance will develop a comprehensive inventory of the City's existing parks and amenities that will include the following:

- Park type and purpose
- Park location (address)
- Acreage
- Inventory of amenities
- Assessment of physical conditions and functionality
- Maps illustrating the location and each type of park
- Maps illustrating pedestrian, bicycle and vehicular access to all City parks
- Analyze demographics and trends
- Analyze parks and related finances
- Review the organizational structure for the management of parks amenities
- Assess Land to population ratio and determine target service area
- Identify surpluses and deficiencies

**Community engagement and identity building.** In support of its goal of improving planning, Wilmington is committed to increasing outreach and engagement with residents and other City stakeholders and partner organizations, building community consensus and buy-in, as it determines Wilmington's future vision. The City is seeking innovative activities to increase public involvement during the planning process as well as utilizing the visioning process to help identify and build a sense of pride and cohesiveness within the community.

**Implementation and measurable markers.** Wilmington seeks a planning document that will serve as an easy-to-understand, practical reference guide for City staff, officials, and partner organizations. The comprehensive plan should include realistic implementation strategies that reflect existing staff and funding capacity and sequencing needs within and across different planning topics. Plan recommendations should clearly specify near-term priority actions as well as long-term policy decisions to be taken, along with identifying implementation mechanisms and funding sources.

**Market Study.** As part of the existing conditions report the consultant should conduct a detailed market study for the City. The market study should include a snapshot of existing market conditions for residential and commercial development as well as recommendations for the potential of new housing and retail in Wilmington. While the focus of the market study should be on retail and housing, additional consideration should be given to office and industrial development. The new Comprehensive City and Master Parks Plan should utilize the results of the market study to link land use and development recommendations to market realities.

**IL Route 53 Corridor.** The Route 53 Corridor runs north-south through the City's historic downtown then turns westerly to the City limits. IL Route 53 is a two-lane arterial under IDOT's jurisdiction. The corridor consists of a variety of land uses including a number of large vacant parcels. The consultant should also be familiar with the recommendations of Will County's Route 53 Corridor Plan. The Comprehensive City and Master Park Plan should identify recommendations for improving the transportation circulation, attracting new developments, and strengthening the corridors image and appearance.

**Strip Mine Road Corridor.** Strip Mine Road (CH-29) is a Will County collector running east-west in the west side of the City to a newly proposed reconfigured interchange with I-55. Another roundabout interchange is planned at I-55 and Lorenzo Road. The Comprehensive City and Master Parks Plan should identify land use and transportation recommendations within the Strip Mine Road Corridor.

**Water Street Corridor.** Water Street Corridor (IL-102) is a State arterial running north-south along the center of the City. A variety of land uses exist within the corridor including residential, office and retail. The corridor does have some key development/redevelopment sites. The Comprehensive City and Master Parks Plan should identify land use and transportation recommendations within the Water Street Corridor.

**Residential Area Policies.** The age and condition of housing varies throughout the City and greater housing diversity is desired. Some of the City's older neighborhoods, have properties that are in need of improved maintenance. The Comprehensive City and Master Parks Plan should recommend strategies to attract and support residential reinvestment in aging and improve the overall housing stock throughout the City.

**Brownfield Redevelopment.** Wilmington has a long history of industrial development in the original City Center and there are a number of brownfields located within its boundaries. The new Comprehensive City and Master Parks Plan should identify redevelopment and remediation recommendations for brownfield sites in the community while also identifying potential implementation strategies and/or funding sources and mechanisms.

**Implementation Strategy.** The City desires that the new Comprehensive City and Master Parks Plan identify how to best achieve desired goals and objectives including actionable tasks, potential funding sources and mechanisms, and implementation partnership opportunities.

## **SCOPE OF SERVICES**

This Scope of Services is organized into the following tasks:

Task 1 – Steering Committee Project Kick-Off, Existing Conditions Inventory and Analysis

Task 2 – Review of Existing Conditions, Plans and Documents

Task 3 – Public and Stakeholder Engagement

Task 4 – Vision and Goals

Task 5 - Preliminary Recommendations

Task 6 – Draft Plan

Task 7 – Formal Approval of Comprehensive City and Master Parks Plan

*Task 1 - Steering Committee:* This scope of work seeks to update the City's Comprehensive Plan and create a Master Parks Plan within one combined document. The selected consultant will interact frequently with City staff as well as with community representatives through a project steering committee. The steering committee will likely include representatives from the City Council, Planning and Zoning Commission, Park District, as well as City staff and possibly other community representatives.

*Task 2 - Existing Conditions:* The consultant should propose an approach to analyze key current conditions in the community. While the format of the existing conditions deliverable is left up to the consultant, the existing conditions analysis should include an examination of demographics and market influences, land use and zoning, housing, transportation, agricultural, natural, and water resources, and community services and infrastructure, as well as other elements the consultant considers necessary to prepare the plan. The discussion of existing conditions should provide a regional context and an overview of Wilmington's history. The analysis should also include summaries of previous plans and a brief summary of ongoing and recent planning activities in the area.

Ultimately, the existing conditions analysis should include sufficient background to justify and explain the Comprehensive City and Master Parks Plan recommendations. Consultants should specify the format of deliverables in detail and discuss the issues to be covered in the analysis of existing conditions.

*Task 3 - Public and Stakeholder Engagement:* Staff anticipates the project would involve appropriate public engagement. However, it will be up to the consultant to propose specific public engagement activities, such as open houses, stakeholder interviews, surveys, etc. The consultant should include a plan for public engagement in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews, an interactive website, updates to the City Council, open houses, and public workshops/meetings. Engagement activities are expected to occur during all stages of the planning process, including a focus on working collaboratively to identify clear, practical implementation steps and priorities. Consultants are encouraged to propose other innovative public engagement methods as well.

*Task 4 - Vision and Goals:* Building on the themes, goals, and objectives of recent plans and studies, the consultant should propose an approach to developing a vision, goal, and/or objective statements for this project. These should not contain specific recommendations for action, but should provide general principles to be accomplished through the project. Consultants may propose to develop vision, goal, and/or objective statements as a stand-alone activity or as part of another project activity. Likewise, the vision, goal, and/or objective statements may be a separate deliverable, or included as part of another deliverable. The format of the deliverable should be clearly specified in the proposal.

*Task 5 - Preliminary Recommendations:* At approximately the midpoint of the project, before the preparation of the draft plan begins in earnest, consultants should be prepared to discuss the plan's expected recommendations. The purpose of this deliverable is to provide Wilmington with a summary of key recommendations to vet before significant resources are spent drafting the plan. This can be done through preparing a brief memorandum, presentation, or similar document. The deliverable should be provided to relevant Wilmington staff for review and comment. If significant issues arise through the planning process, it may be appropriate to schedule a steering committee meeting to discuss these recommendations as well. Consultants should clearly specify the format of proposed deliverables for this task.

*Task 6 - Draft Plan:* The consultant should work with staff from the City of Wilmington and the steering committee to analyze information and data from the existing conditions research, the public engagement process, and the response to the presentation of key recommendations; these elements should be used to develop the draft plan. Consultants have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal. Consultants are not expected to provide a full plan outline in their proposal, but should give some indication of the types of recommendations that are expected to be made regarding the topics that were identified as priorities in the Project Background and Project Description sections of this RFP. The draft plan should also address implementation, including actions, which should be taken in the near future to advance its recommendations. The consultant should propose an approach to establishing realistic, prioritized implementation activities that reflect the City's staff and funding capacity and potential partnering opportunities. As above, consultants have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal.

*Task 7 - Formal Approval:* The consultant should prepare a final plan based on comments made regarding the draft plan by Wilmington staff and officials, stakeholders, and others. The Wilmington City Council will review the final plan and, ultimately, formally adopt the plan. Consultants should assume that a series of meetings would be necessary, including an initial presentation to the project steering committee, an informational open house, a formal public hearing, and a presentation to the City Council. Some of these meetings may be able to occur concurrently; it is likely that the public hearing can be held in conjunction with the presentation to the City Council. The City of Wilmington will require twenty-five (25) hard copies of the Final Plan and one (1) digital version. A copy of the Final Plan will be posted on the City's website.

**PROJECT TIMELINE** It is the intent of the City, subject to the recommendations of the selected consultant, to present a Conceptual Master Plan for this project prior to June 2024 and to present a Final Master Plan for City Council consideration prior to August 2024 and adoption of Master Plan in September 2024.

### **Submittal Requirements**

All submittals shall include, at minimum, the following information:

1. *Letter of Introduction:* Briefly describe the consultant, and the name, address, e-mail, and phone number of the contact person as well as a summary of the respondent's understanding of the scope of services and overall approach to the scope of services.

The letter can be addressed to:

City of Wilmington  
Administration Department  
RFQ Comprehensive Plan and Master Parks Plan  
1165 S. Water Street  
Wilmington, Illinois 60481

2. *Consultant Profile:* Provide a brief description of your consultant's size, organization structure, and history.
3. *Relevant Experience and Qualifications:* Provide a description of your consultant's relevant experience and qualifications regarding Comprehensive Plans, Parks Plans and Strategic Plans. Please also identify the consultant team that will be involved in this project, along with their relevant experience and qualifications. Clearly identify the project manager and specify the role of subconsultants. Each individual with significant time on the project should be identified and their role defined whether they work for the lead consultant or a subconsultant. Consultants should either demonstrate in-house capacity to identify and address legal issues or include separate legal counsel on their team.
4. *Narrative:* Provide a narrative describing the process that will be used to produce the deliverables identified in the scope of work. Consultants should also include a specific timetable with their narrative demonstrating how the project will be completed in a timely manner. Consultants should specify their approach as it relates to conducting the tasks necessary to produce the deliverables, engaging the public and other stakeholders, and interacting with the City on the management and oversight of the development of the ordinances.
5. *Examples:* Provide at least three examples of similar work that the consultant has completed. Specify the client, the date prepared, and the approximate cost for each example. Provide references for each project including individual contact name and phone number.

6. *Price Proposal*: Provide a price proposal with all proposed pricing for this project. Specify number of hours, hourly rates for relevant staff with the individuals identified, and any other expenses in the estimation of cost.

**CONSULTANT SELECTION CRITERIA** Any proposal that does not meet the Minimum Qualifications as stated in the above Submittal Requirements section will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria: (100 points possible)

1. Scope, quality and creativity of services proposed. *Maximum points - 25 points*
2. Level of understanding of the project goals and sensitivity to the City of Wilmington's distinct character, issues and needs. *Maximum 20 points*
3. Qualifications and experience of the person(s) assigned to perform services to the City; Depth of interdisciplinary skills related to comprehensive planning, park master planning, economic feasibility and public engagement. *Maximum points - 25 points*
4. Cost of service. *Maximum points - 5 points*
5. Schedule for completion. Time is an important aspect of the project and if the Consultant does not believe the schedule is achievable, please indicate the reasons and provide an alternative schedule. *Maximum points – 15 points*
6. Demonstrated record of past performance with references. Provide examples of the consultant's current or past projects with detailed information on schedule adherence, quality of work and project cost control. Proposer shall include a minimum of three (3) references for similar projects completed. *Maximum points - 10 points*

#### **SELECTION COMMITTEE**

The City Administrator will appoint a selection committee to review and evaluate the consultants using the following criteria. The City, at its sole discretion, may contact the references of the projects listed in response to this solicitation as a part of the evaluation process. The shortlisted consultants may be interviewed for final ranking.

If an interview is held, it will be one hour in length and be equally divided between the presentation and questions and answers. The presentation time and date (if necessary) will be assigned by the City.

The City's intention is to enter into negotiations with the selected consultant based on the City's schedule. Should negotiations fail with the top ranked team, the City will enter into discussions with the second ranked team, and so on, until an acceptable agreement has been reached between the City and the selected consultant.

## **SUBMITTAL DEADLINE**

Consultants desiring to respond to this Request for Qualifications shall submit three (3) paper copies of their submittal and an electronic version on a USB formatted device to the City Clerk's Office. In order to be considered, a submittal must be submitted prior to **June 23, 2023 at 4:00 PM** to the attention of:

City of Wilmington  
Administration Department  
RFQ Comprehensive City and Master Parks Plan  
1165 S. Water Street  
Wilmington, Illinois 60481

Responses sent by facsimile or e-mail will not be accepted. It is the sole responsibility of each consultant to ensure that the submittal reaches the City of Wilmington by the time and date specified. Once opened, all responses become public record and will be available to the public for review.

## **INQUIRIES**

For all inquiries or questions in regard to this Request for Qualifications, please contact:

Jeannine Smith, City Administrator  
City of Wilmington  
Administration Department  
1165 S. Water Street  
Wilmington, Illinois 60481  
815-476-2175  
[jsmith@wilmington-il.com](mailto:jsmith@wilmington-il.com)





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# City of Wilmington Public Works

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**To:** Honorable Mayor Dietz and City Council Members  
**From:** James Gretencord, Director of Public Works  
**Subject:** April Director's Report  
**Date:** May 9, 2023

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## **Training:**

- Three employees attended the University of Illinois Training to receive their General Standards and Mosquito Licensing.
- I attended an 8-hour course from the Illinois Association for Flood Plain and Stormwater Management NFIP 101

## **Projects:**

- Three fire hydrants on Widows Road were successfully removed from the out-of-service list. This project also included the installation of a new water main valve.
- Public Works is receiving proposals to remove the tile in City Hall and replace it with epoxy flooring.

## **Sewer Department:**

- Completed sludge press operations. Trained the newest sewer department employee on sludge press.
- Submitted biomonitoring testing to the IEPA.
- 63 utility locates

## **Street Department:**

- Completed 44 work orders
- Removed wooden telephone barriers from North Island Park
- Began street sweeping
- 14 dirt restorations
- 4 concrete restorations
- 33 labor hours filling potholes

## **Water Department:**

- Completed the 2022 Consumer Confidence Report. This report can be found on our website.
- Water Department staff began the use of Google calendar to schedule, track, and monitor service orders.
- 18 customer service orders



# MEMO

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**Date:** May 9, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** James Gretencord, Director of Public Works

**Cc:** Jeannine Smith, City Administrator  
Nancy Gross, Finance Director

**Re:** North and South Island Park Gates

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**Budget Impact:** \$11,450 Line Item 01-02-6530 Maintenance Buildings and Grounds FY24.

**Request:** Approve the proposal from Acosta Fence Corporation to construct and install three park gates at North and South Island Park.

**Discussion:** During the recap meeting for our 2022 Let Freedom Rock event, traffic gates at both North and South Island Parks were suggested in order to more-easily allow authorized personnel and emergency services access in and out during our events. In response to this, City Staff requested proposals from four different companies to construct and install three traffic gates — of the four requests, only three proposals were received. In the process of attempting to receive a proposal from what was ultimately the least expensive option, City Staff had to reach out multiple times for follow-up; which has given us pause for concern. It is my recommendation to proceed with the proposal from Acosta Fence for \$11,450. This will be a budgeted expense for FY24.

**Motion:** Approve the proposal from Acosta Fence Corporation to construct and install three traffic gates at North and South Island Park.

*Thank you in advance for your consideration of this request.*



PROPOSAL & CONTRACT

[www.acostafence.com](http://www.acostafence.com)

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

Email \_\_\_\_\_

**Proposal Includes the Following**

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

**Proposal DOES NOT include the Following**

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

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

Labor, Equipment, materials and Mobilization Expense	\$11,450.00
<b>TOTAL PROPOSAL</b>	<b>\$11,450.00</b>

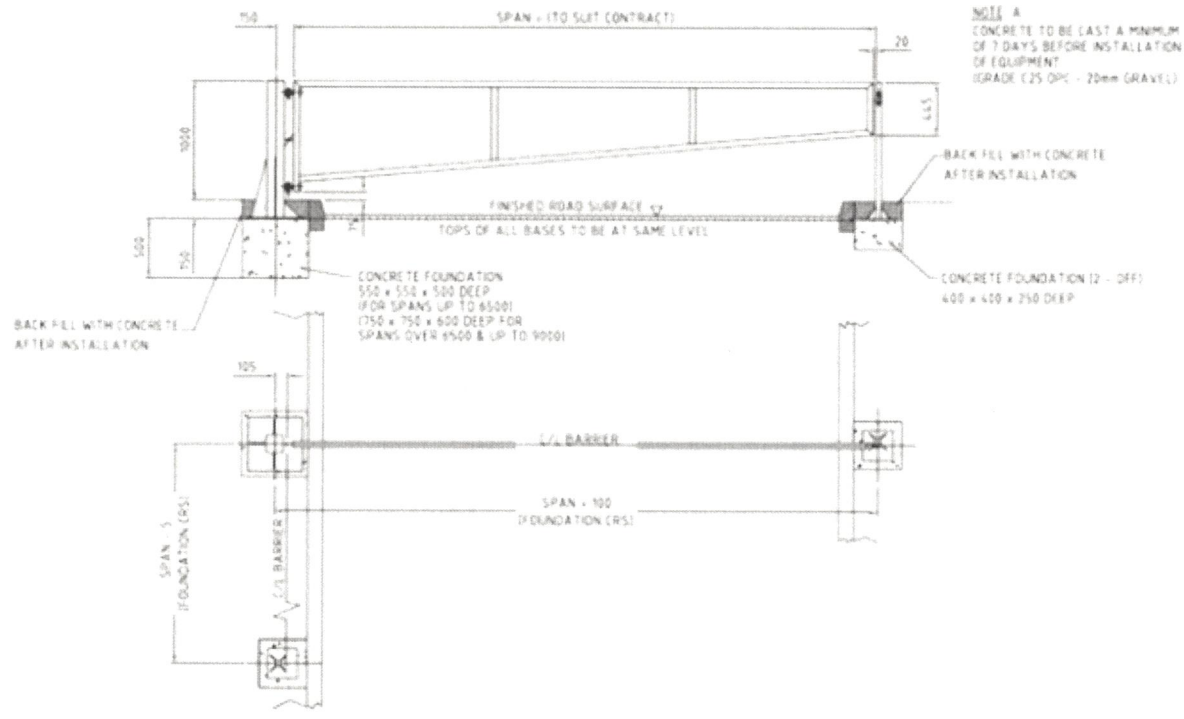
Thank you for the opportunity to bid the scope of the work.

Rosalio Acosta Jr. \_\_\_\_\_

7-Apr-23 \_\_\_\_\_

James Gretencord  
Client Name & Title

X  
Clients Accepted Signature/ Date





**AMERICA'S  
BACKYARD**

**FENCING & DECKING**

1400 South Briggs Street • Joliet, IL • 60431  
phone 815.834.1200 • 815.834.1200 • fax: 815.834.1589  
www.americasbackyard.com • info@americasbackyard.com

Last Name CITY OF WILMINGTON

First Name JAMES GREENCARD

Address \_\_\_\_\_

City \_\_\_\_\_

State, Zip \_\_\_\_\_

E-mail jgrencard@wilmington-il.com

Cell Phone 719-801-2127

Home/Work Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

County \_\_\_\_\_

Subdivision \_\_\_\_\_

Job Cost ROUND STICK - \$10,510\*

SQUARE STICK - \$13,510\*

**CHRIS DOHNER**

Office: 815-834-1200  
338-801-1200  
Cell: 815-834-1124  
Fax: 815-834-1589  
info@americasbackyard.com  
1400 Briggs Street  
Joliet, IL 60432



FENCING & DECKING

WWW.AMERICASBACKYARD.COM

Thanks James!

CHRIS COIT #815-419-1194

by Chris Dohner

Date 5-2-23

Estimate Date

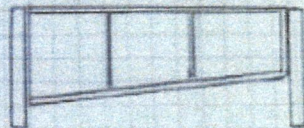
PARK BARRIER GATES

2- 18' OPENINGS

&  
1- 24' OPENING

All Black

INSTALLED COMPLETE



48" Poured CONCRETE + BELLED HOLES

Customer to contact America's Backyard if J.U.L.I.E. marks are NOT present three days prior to installation. Customer to obtain all permits. Dirt removal not included.

Direction: \_\_\_\_\_

Terms and Conditions Of Sale. America's Backyard proposes to furnish material and labor complete in accordance with above specifications. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. All agreements and schedules contingent upon strikes, accidents, weather, unforeseen ground conditions, permit delays, PDA approvals/water utility delays beyond. Any alterations or deviations from original proposed work, per request of customer (written or verbal) will be charged extra charge over and above the original cost.

Acceptance Of Proposal - Terms and Conditions On Reverse Side. The above prices, specifications and conditions are satisfactory and are hereby accepted. America's Backyard is authorized to do the work. A deposit or signature subject to full acceptance of all terms and conditions.

Authorized Signature

Date

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

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Documents can be emailed to info@americasbackyard.com or faxed to (815) 834-1589

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <p><b>COMPLETE FENCE</b></p> </div>	<h1 style="margin: 0;">PROPOSAL</h1>
<b>Prepared For:</b> city of Wilmington	<b>Submitted By:</b> Zach Bouchard <b>Phone:</b> 815.557.8291
<b>Project:</b> James Gretencord Wilmington island, ,	<b>Email:</b> zbouchard@cnifence.com <b>Date:</b> 1/31/2023 <b>Quote #:</b> 71385
Complete Fence agrees to install labor and materials for the following:	
DESCRIPTION	EXTENDED
Gate: Complete fence agrees to manufacture and supply Three black vinyl A frame barrier gates and all parts and peices necessary for a complete installation. Material supplied will consist of one 24' gate, 17' gate and a 19' gate. Also included is three 6 5/8" gate posts with hinges and three catch posts including hardware.	8,000.00
Fence Labor: Complete fence agree to install three black vinyl a frame barrier gates, three 6 5/8" posts and three catch posts.	5,000.00
<b>Base Bid Total: 13,000.00</b>	
<b>Exclusions:</b> Project is bid for one mobilization, open shop labor, after taxes and assumed normal digging conditions. Price is good for 14 days. Any core drilling, vacuum drilling, son-a-tubes or digging through stone may incur extra charges. Customer to submit plat of survey and permit/permit number. Stamped drawings/engineering not included. Price excludes dirt haul away, permit and any tree or shrub removal.	
Sales Rep: Zach Bouchard Signature: <b>Zach Bouchard</b> Date: 1/31/2023	Approved By: Signature: _____ Date: _____
Thank you for your business!	