



- c. Consideration to Approve and Execute the Proposal for the Development of a Source Water Protection Plan from Chamlin and Associates in the amount not to exceed \$10,000
- d. Consideration to Approve the Quote to Rebuild the Stewart Street Lift Station Pump from Xylem in the amount of \$5,714.75
- e. Consideration to Approve and Execute the Service Agreement from Cummins to Inspect and Service Five Emergency Generators in the amount of \$6,404.51
- f. Discussion Regarding Private Sewer Cleaning Practice
- g. Other Pertinent Information

13. Personnel & Collective Bargaining

*Co-Chairs Alderman Mietzner & Alderman Holmes*

- a. Consideration to Appoint Justin Dole to the Deputy Chief of Police Position
- b. Other Pertinent Information

14. Adjournment

**The next Committee of the Whole meeting is scheduled for Tuesday, July 11, 2023, at 5:30 PM.**

**Minutes of the Committee of the Whole**  
**Wilmington City Hall**  
**1165 South Water Street**  
**May 9, 2023**

**Call to Order**

The Committee of the Whole meeting on May 9, 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":

**Alderspersons Present** Kirwin, Vice, Allred, Mietzner, Smith, Jeffries

**Alderspersons Absent** Knight, 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, Building Inspector Jayson Walinski, ESDA Director Dennis Housman, Deputy City Clerk Joie Ziller

**Approve Previous Meeting Minutes**

Alderman Mietzner made a motion and Alderman Kirwin seconded to approve the April 11, 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**

Mayor Dietz requested the Committee to consider a donation to the Wilmington School District Foundation for Excellence's 24<sup>th</sup> Annual Golf Outing. After some discussion, the Committee agreed to sponsor the lunch in the amount of \$500. This will be placed on the May 16<sup>th</sup> Council agenda for approval.

Mayor Dietz announced that he now serves on the Board of Directors of the Heritage Corridor Destination RT 66.

**Administrator's Report**

**Discussion – Downtown Wall Mural and Sign Easement Agreement**

The Committee discussed the proposed project as outlined in the memo presented in the agenda packet. The Committee was in favor of having the mural installed on the P.K. Arms building and advised the City Administrator to continue working with the property owner to get the formal agreement in place.

**Consideration to Approve Mobile Stage Rental Agreement for Let Freedom Rock Celebration**

The Committee reviewed the agreement for a stage rental. After some discussion, the Committee agreed to move this to the May 16, 2023, City Council meeting for full approval.

### **Catfish Day Committee**

#### **Consideration to Approve the Performance Agreement-Greg's Fender Benders in the amount of \$1,300**

The Committee reviewed the agreement for live entertainment at the Catfish Days Festival. After some discussion, the Committee agreed to move this to the May 16, 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**

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

#### **Discussion – Hiring of Part-Time Police Officer**

Chief Zink informed the Committee that he would like to hire Dan Brimer as a Part-Time Police Officer. The Committee was in favor of retaining Dan Brimer as a part-time officer and agreed to move this to the May 16<sup>th</sup> Council agenda for full approval.

#### **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.

#### **Other Pertinent Information**

No other pertinent information was discussed.

### **Ordinance & License Committee**

*Co-Chairs Alderman Kirwin & Alderman Knight*

#### **Consideration to Create a New Classification for Alcoholic Liquor Dealers-Movie Theater Concerts**

The Committee reviewed the draft ordinance creating a new liquor license. After some discussion, the Committee suggested changing the timeline to start serving be 60 minutes rather than 30 minutes and the license fee be set at \$500 per year.

#### **Consideration to Amend Section 52.06.01 of the Code of Ordinances-Dispute Procedures**

The Committee reviewed the memo and suggested changes to the ordinance. After some discussion, the Committee agreed to move the amended ordinance to the May 16, 2023 City Council meeting for full approval.

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

##### **707 S. Kankakee Street**

The Committee reviewed the exemption from the residents listed above. After some discussion, the Committee denied the request because the surface on which the trailer is being parked is not a hard surface such as gravel, asphalt, or concrete.

#### **Discussion – Chapter 100, Street Trees**

The Committee reviewed the memo and suggested changes to the ordinance. After some discussion, the Committee agreed to move the amended ordinance to the May 16, 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*

### **Consideration to Approve the Flower Faery Proposal for Seasonal Landscape Work**

The Committee reviewed the proposal as presented. After some discussion, the Committee agreed to move the proposal to the May 16, 2023, City Council meeting for full approval.

### **Discussion Request for Qualifications: Wilmington Comprehensive City and Master Parks Plan**

The Committee reviewed the RFQ as prepared by City Administrator Smith.

### **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.

### **Consideration to Approve Proposal for Construction and Installation of Three Traffic Gates at the North and South Island Parks**

The Committee reviewed the proposals as presented. The Committee agreed to move forward with accepting the proposal from Acosta Fence Corp in the amount of \$11,450 and move it to May 16, 2023, City Council agenda for full approval.

### **Consideration to Approve Proposal for Epoxy Flooring at City Hall**

The Committee reviewed the quotes as presented in the agenda packet. The Committee agreed to move forward with accepting the proposal from Perfect Epoxy Floor Coating in the amount of \$11,500 and move it to May 16, 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*

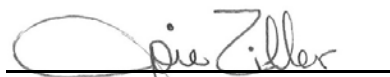
### **Other Pertinent Information**

No other pertinent information was discussed.

## **Adjournment**

The motion to adjourn the meeting was made by Alderman Vice and seconded by Alderman Jeffries. **Upon the voice vote, the motion carried.** The Committee of the Whole Meeting held on May 9, 2023, adjourned at 7:07 p.m.

Respectfully submitted,

  
Joie Ziller, Deputy City Clerk



918 Commerce Street  
 Lockport, Illinois 60441  
 630.804.3503  
 OHDesignGroup.com

## Quotation 23038

Heritage Destinations CVB  
 2701 Black Road, Suite 201  
 Joliet, IL 60435

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

Contact:  
 Bob Navarro  
 815-474-9953

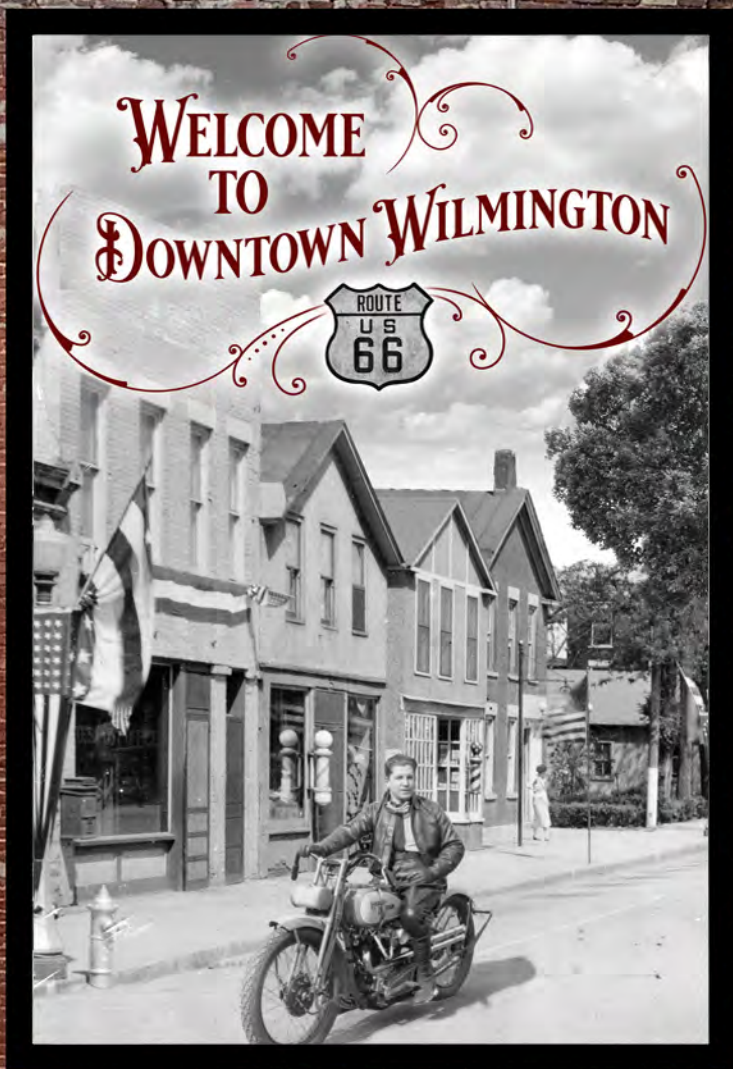
Date: 17 May 2023

<b>Project:</b> Route 66 Outdoor Wall Mural	<b>Prepared By:</b> Steve S. email: ss@ohpub.com
---	--

16' x 20' Banner Mural	QTY	Unit Price	Price
<b>1. 16' x 20' channel</b>			
A. 16' x 20' aluminum channel frame system. Color: Silver.	1	3,115.00	3,115.00
B. <b>Optional:</b> Custom color	1	600.00	600.00
<b>2. Mural Print</b>	1	546.00	546.00
A. Mural Print: 13oz Front Lit Vinyl (FL) Single Sided, Size: 188.375" x 236.375", Fabrication: #2 Grommets Offset in Corners and Every 6-8" in between			
<b>3. DESIGN</b>			
A. Graphic Design and Project management.			3,000.00
<b>4. Installation</b>			
A. Installtion of Frame and Mural			1,800.00

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

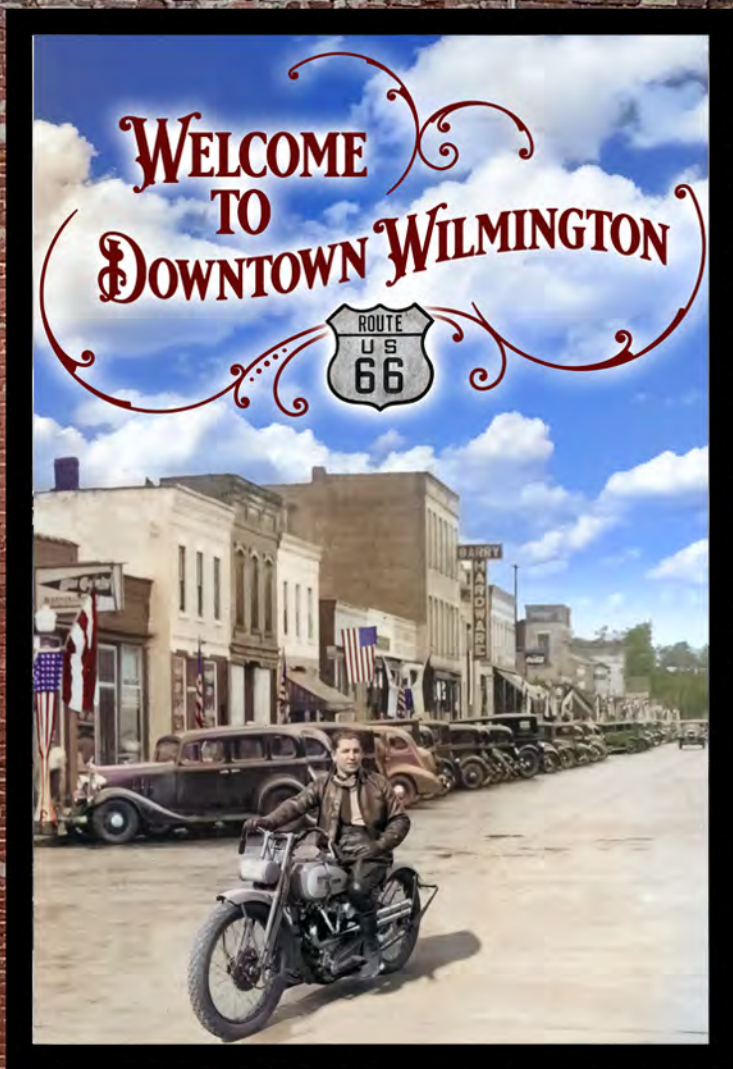
Thank you for the opportunity to present our quotation. We look forward to working with you!  
 OH! Design Group · 918 Commerce Street · Lockport, Illinois · 630.804.3503



**PIZZA FOR "U"**  
FAST, HOT, FREE DELIVERY  
**476-0400**  
IN THE "AAI PLAZA"

**GRUNDY BANK**  
Full-Service Bank  
Member FDIC

Illinois Department of Transportation



**PIZZA FOR "U"**  
FAST, HOT, FREE DELIVERY  
**476-0400**  
IN THE "AAI PLAZA"

**GRUNDY BANK**  
Full-Service Bank  
Member FDIC

Illinois Department of Transportation



Received

AUG 30 2022

City of Wilmington



EXHIBIT A  
CITY OF WILMINGTON  
FAÇADE IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT, entered into this 16<sup>th</sup> day of September, 2022  
between the City of Wilmington, Illinois (hereinafter referred to as the "City") and the following  
designated BUSINESS OWNER WITH PROPERTY OWNER APPROVAL OR PROPERTY  
OWNER:

Property Owner's Name: 200 Block LLC  
(hereinafter referred to as the "PROPERTY OWNER")

Address: 205 - 207 South Water Street

City: Wilmington State: IL Zip: 60481

Phone No.: 815 / 476 - 2105 Email: sjf205df@outlook.com

Name of Business: Oak Knoll Financial Strategies, Meents Law Office  
(hereinafter referred to as the "BUSINESS OWNER")

Project Address: 205 - 207 South Water Street, Wilmington, IL 60481

Property Index Number: 0317253250180000

WITNESSETH

WHEREAS, the City has established a Façade Improvement Grant Program for application to buildings located in the Downtown Business District with B2A-Central Business Zoning and along Water Street and IL State Route 53 with B3-General Business Zoning; and

WHEREAS, said Façade Improvement Grant Program is administered by the City and is funded from General Revenues for purposes of control and prevention of blight, dilapidation, and deterioration of structures in the Downtown Business District also including landscaping and surfacing of parking areas which must include the installation of curb and gutter in commercial areas which are currently not paved or where gravel is present; and

WHEREAS, pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade improvements to commercial establishments up to a maximum of one-half (1/2) of the approved contract cost of such improvements, but in no event shall the total City participation in any single grant exceed Five Thousand Dollars (\$5,000) for

construction and architectural cost, and shall not exceed Fifty Thousand Dollars (\$50,000) for all grants within a fiscal year; and

WHEREAS, the façade improvement costs and architectural fees which are eligible for City participation include all labor, materials, equipment and other contract items necessary to the proper execution and completion of the work as designated from the design drawings approved by the City, provided that reimbursement for architectural fees shall be limited to One Thousand Dollars (\$1,000); and

WHEREAS, the PROPERTY OWNER'S property is located within the Downtown Business District with B2A-Central Business Zoning or along Water Street and IL State Route 53 with B3-General Business Zoning, and the PROPERTY OWNER or BUSINESS OWNER desires to participate in the Façade Improvement Grant Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and PROPERTY OWNER or BUSINESS OWNER do hereby agree as follows:

SECTION ONE: INCORPORATION OF RECITALS - The above recitals are made a part of this Agreement and are incorporated herein.

SECTION TWO: COST SHARING – Subject to available funding as determined by the City's annual budget, the approval of the façade improvement designs by the City Council, and the PROPERTY OWNER's or BUSINESS OWNER's compliance with the provisions of this ordinance, the City shall share one-half (1/2) of the actual and certified façade improvement costs and fees, but not to exceed \$5,000.

SECTION THREE: DESIGN APPROVAL – The purpose of this grant is to encourage PROPERTY OWNERS and BUSINESS OWNERS to update and keep the façade of its permanent structure aesthetically pleasing and inviting to customers and guests. The purpose is not to temporarily benefit any one single business owner with advertisement. Under no circumstances will the City approve a grant for signage of any kind for a specific business. No façade improvement work shall be undertaken until the design, therefore, has been submitted to the City's Building Department, reviewed by the appropriate City Council committee, and approved by the City Council. The PROPERTY OWNER's or BUSINESS OWNER's design drawings and specifications for the improvements shall be attached hereto as Exhibit IV. Following approval, the PROPERTY OWNER or BUSINESS OWNER shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION FOUR: REVIEW OF PROJECT - The City Administrator or his/her designee shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work that is not in substantial conformance with the approved drawings and specifications shall be immediately remedied by the PROPERTY OWNER or BUSINESS OWNER and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of the Agreement.

SECTION FIVE: DOCUMENTATION REQUIREMENTS - Upon completion of the façade improvement and upon its final inspection and approval by the City's Building Department, the PROPERTY OWNER or BUSINESS OWNER shall submit to the City a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the PROPERTY OWNER or BUSINESS OWNER shall submit to the City proof of the actual façade improvement costs and proof of payment in full of the actual façade improvement costs pursuant to the contractor's and architect's statements certified under oath.

Upon the PROPERTY OWNER'S or BUSINESS OWNER's submittal of all required documents and review by the appropriate City Council Committee and approval by the City Council, the City shall issue a check to the PROPERTY OWNER or BUSINESS OWNER consistent with Section Two above.

SECTION SIX: FAILURE TO COMPLETE THE WORK - If the PROPERTY OWNER or BUSINESS OWNER or his/her contractor fails to complete the façade improvement work provided for herein conformity with the plans, specifications, and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void. The City may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION SEVEN: UNRELATED IMPROVEMENTS - Nothing herein is intended to limit, restrict or prohibit the PROPERTY OWNER or BUSINESS OWNER from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION EIGHT: AGREEMENT APPLICABLE TO FUTURE OWNERS - This Agreement shall be binding upon the City of Wilmington and upon the PROPERTY OWNER or BUSINESS OWNER and its/their successors to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided herein. It shall be the responsibility of the PROPERTY OWNER or BUSINESS OWNER to inform any subsequent owner or lessee of this Agreement.

SECTION NINE: MAINTENANCE - Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the PROPERTY OWNER or BUSINESS OWNER shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the PROPERTY OWNER or BUSINESS OWNER shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall PROPERTY OWNER or BUSINESS OWNER undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are submitted to the City Administrator, reviewed by the City's Building Department and the appropriate City Council Committee, and approved by the City Council. PROPERTY OWNER or BUSINESS OWNER

agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION TEN: MAXIMUM GRANT AWARDS - Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a Five Thousand Dollar (\$5,000) total limitation shall apply to all Façade Improvement Grant Program awards made to a single building and/or lot within any five (5) year period. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period. In no event shall the total City participation exceed Fifty Thousand Dollars (\$50,000) for all grants approved within a fiscal year.

SECTION ELEVEN: INDEMNIFICATION - The PROPERTY OWNER or BUSINESS OWNER agrees to defend and hold harmless the City and its Agents including but not limited to its Mayor, City Council, officers, officials, employees, staff, agents and representatives and their respective representatives, successors, assignees and heirs (hereinafter referred to as "Agents"), individually and collectively, from any suits and from any claims, demands, losses, damages, liabilities, expenses, judgments, or setoffs of any conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected directly or indirectly with the facade improvements, façade improvement program or agreement, or other actions arising therefrom including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30.01 et seq.). The obligation of the PROPERTY OWNER or BUSINESS OWNER hereunder shall include and extend to payment of reasonable attorney's fees for the representation of the City and its Agents in such litigation and includes related liabilities, expenses, costs of any kind, and fees; it being understood that the PROPERTY OWNER or BUSINESS OWNER shall have the right to employ all such attorneys to represent the City and its Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The PROPERTY OWNER or BUSINESS OWNER shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the City or its Agents in this respect, and the City shall join in any such appeal taken by the PROPERTY OWNER or BUSINESS OWNER.

SECTION TWELVE: PERFORMANCE OF AGREEMENT - It is agreed that the parties hereto may in law or equity, by suit, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the PROPERTY OWNER or BUSINESS OWNER shall not have a right to recover a judgment for monetary damages against any Agent of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which PROPERTY OWNER or BUSINESS OWNER have agreed to pay pursuant to this Agreement and which have become due and remain unpaid.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – The PROPERTY OWNER or BUSINESS OWNER shall be required to prominently display a poster identifying the property as receiving City funding. The poster will be provided by the City and shall be displayed from the day after final approval and reimbursement is made for a period of not less than 6 months.

SECTION FOURTEEN: COMPLIANCE WITH CITY ORDINANCES - At the time of reimbursement and throughout the term of this Agreement, the property subject to the grant and under the control of the PROPERTY OWNER or BUSINESS OWNER shall be in conformance with all applicable City ordinances, building codes, development codes, architectural guidelines, and any other related policies, rules, and regulations.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

PROPERTY OWNER

By: [Signature]  
Name: Stephen J Francis

CITY OF WILMINGTON

By: [Signature]  
Name: Ben Dietz  
Its: Mayor

BUSINESS OWNER ATTEST:

By: [Signature]  
Name: Stephen J Francis

By: [Signature]  
Name: Joie Ziller  
Its: City Clerk

Approved by City Council  
on Sept. 6, 2022

File Number: FG-22-08

CITY OF WILMINGTON  
FAÇADE IMPROVEMENT  
GRANT PROGRAM APPLICATION

Project Address: 205 - 207 South Water Street, Wilmington, IL 60481

Property Owner: 200 Block LLC Year Purchased: 2022

Business Name: Oak Knoll Financial Strategies, Oak Knoll Insurance & Tax Strategies, Frank J Meents, Attorney

Names of Tenant: N/A Lease Exp Date: N/A

Applicant Name: Stephen J Francis / Frank J Meents

Applicant Business Address: 205 - 207 South Water Street, Wilmington, IL 60481

Phone: 815/476-2105 Email: sjf205df@outlook.com

Number of Store Fronts: 1 (one)

Total Anticipated Cost: \$ 14,000

Total Anticipated Grant Request: \$ 5,000

Description of proposed improvements: \_\_\_\_\_

The planned changes are being scheduled for the main purpose of improving handicap accessibility to the two offices in the building. The main door on the city sidewalk serves both the Oak Knoll offices (205) and the Meents Law Office (207). Currently there are 2 sets of double doors for a windbreak, but the space between them makes it difficult for persons entering with a cane, crutches, walker or wheelchair and can be hazardous if carrying an umbrella, oxygen tank, or packages. The width of the door is not compliant with ADA guidelines, and remodel would solve this problem. The threshold is too high for wheelchairs (also an ADA issue). The interior set of doors should open "out" and will be removed. The plan is to have just one door, wider than ADA guidelines, and will have an automatic opening button installed. Cosmetically, the new door will be painted and fit in with the current appearance of the building.

\*Attached elevations of proposed improvements (if available)

Received

AUG 30 2022

City of Wilmington

File Number: 22-FG-08

I, Stephen J Francis hereby make an application to the City of Wilmington for a Façade Improvement Grant in the anticipated amount of \$ 5,000.00. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit, and Agreement provisions.

Stephen J Francis  
Applicant Signature

8/30/2022  
Date

Stephen J Francis  
Property Owner Signature

8/30/2022  
Date

*Please return the completed application to:*

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

*If you need assistance with the application and/or have any questions regarding this program, please contact the City Administrator at 1-815-476-2175.*

Received  
AUG 30 2022  
City of Wilmington

File Number: 22-FG-08

**INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE**

*Attached*



8/24/2022  
205 S. Water Street main entry doors



Representative of Proposed New Door





### Checklist of Items that must be submitted

- Completed and signed application
- Proof of Ownership
- Lease Agreement (if applicable)
- Renovation Plans
- Contractor Agreements
- Architect Agreement (if applicable)



**WUNDERLICH® DOORS, INC.**

300 W. Allen St  
Joliet, IL 60436  
Tel: 815-727-6430 Fax: 815-727-8880

# Invoice

Invoice # : **703034**  
Order # : **502873**  
Date : **Apr 5, 2023**

**Customer:**

Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481

**Ship To:**

Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481  
Tel: 815-476-2105

Account Code	: 2094	Quote #	: 403596
Terms	: PrePaid Only	Purchase Order #	:
Customer Job #	:	Shipped Via	: WDI Install
Salesperson	: Jason Thompson	Contact	: Jason Thompson
Order Name	: Exterior Entrance - Self Energizing Operator		

Quote includes new frame & doors for the exterior opening.

Quote also includes installing self energizing door operator w/ push pads on the exterior opening.

**Ordered      Shipped      Product Description**

- |   |   |   |
|---|---|---|
| 1 | 1 | 3468 DSL CRS 16G WELD 634   |
|   |   | Hollow Metal Double Sidelite Frame w/ an overall size of 74-3/4" x 81" x 6-1/4" & a RHR door pocket of 40" x 80" x 1-3/4" |
|   |   | -(3) heavy weight hinge preps - Ceco  |
|   |   | -4" sidelite sills  |
|   |   | -closer reinforced  |
| 1 | 1 | HMD OI 18 CRS 3468 F 1 3/4 LH (C1; LC1; MFGVP; MIG)   |
| 1 | 1 | 22" x 58" LT-B4D Low Profile Beveled GALV Dark Bronze   |
| 3 | 3 | Hinges T4A3386 4 1/2 X 4 1/2 NRP 32D  |
| 1 | 1 | Exit Device 2100 42" 630  |
| 1 | 1 | YALE AU 446F 626 CLASSROOM ROSE LEVER TRIM W/ SCHLAGE C KEYWAY - F/S #085181  |
| 1 | 1 | Protection Plate K1050 8" x 38" CSK US4   |
| 1 | 1 | Weatherstrip 303 DS 1 x 40" 2 x 80"   |
| 1 | 1 | 1/2" Rise x 5" Threshold 79A 48 28 - Notched  |
| 1 | 1 | Door Bottom Sweep 57 DV 40"   |

\*\*\*Exterior Opening\*\*\*

**Description**

- (1) 1" clear insulated glass - 10-lite pattern w/ internal muttins for front door
- (2) - 1" insulated clear tempered pieces of glass for exterior frame sidelites

Norton 5845xNPB Self Energizing Door Operator

Install (1) Self Energizing operator w/ push pads



WUNDERLICH® DOORS, INC.

300 W. Allen St  
Joliet, IL 60436  
Tel: 815-727-6430 Fax: 815-727-8880

# Invoice

Invoice # : 703034  
Order # : 502873  
Date : Apr 5, 2023

Customer:

Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481

APR 2023

Ship To:

Oak Knoll Financial Strategies, LLC.  
205 S. Water Street  
Wilmington, IL 60481  
Tel: 815-476-2105

Account Code	: 2094	Quote #	: 403596
Terms	: PrePaid Only	Purchase Order #	:
Customer Job #	:	Shipped Via	: WDI Install
Salesperson	: Jason Thompson	Contact	: Jason Thompson
Order Name	: Exterior Entrance - Self Energizing Operator		

Description

Removal/installation of Exterior Opening

Finish paint exterior double sidelite frame & door.  
S.W6861 Radish Red

Pre-Tax Total	:	14,006.62
IL RETAIL SALES TAX	:	716.33
Invoice Total	:	14,722.95
Less Payments/Deposits	:	14,722.95
<b>Amount Due</b>	:	<b>0.00</b>

**WUNDERLICH DOORS, INC.**

300 W. Allen St  
 Joliet, IL 60436  
 Tel: 815-727-6430 Fax: 815-727-8880

# Quote

Quote # : **403412**  
 Quote Date : **May 10, 2022**  
 Expiration Date : **May 11, 2022**

Customer:  
 New Customer  
 300 W. Allen St  
 Joliet, IL 60436

Ship To:  
 Oak Knoll Financial  
 205 S. Water St.  
 Wilmington, IL 60481

Account Code : 1033  
 Terms : PrePaidOnly  
 Customer Job # :  
 Salesperson : Jason Thompson  
 Order Name : Exterior Entrance

Purchase Order # :  
 Shipped Via : WDI Install

Quote includes new frame & doors for the exterior opening.

Quote also includes installing automatic handicap operator w/ push pads on the exterior opening. All electrical/wiring is to be brought to the opening by others. We will make all final connections and set operator.

**Qty Product Description**

- 1 3468 DSL CRS 16G WELD 634  
 Hollow Metal Double Sidelite Frame w/ an overall size of 74-3/4" x 79-7/8" x 6-1/4" & a LH door pocket of 40" x 80" x 1-3/4"  
 -(3) heavy weight hinge preps - Ceco  
 -4-7/8" ASA strike - Ceco  
 -4" sidelite sills  
 -closer reinforced
  - 1 HMD OI 18 CRS 3468 F 1 3/4 LH (C1; LC1; MFGVP; MIG)
  - 1 22" x 58" LT-B4D Low Profile Beveled GALV Dark Bronze
  - 3 Hinges T4A3386 4 1/2 X 4 1/2 NRP 32D
  - 1 Lockset PB 4707LN SCHLAGE "C" KEYWAY 606
  - 1 Protection Plate K1050 8" x 38" CSK US4
  - 1 Weatherstrip 303 DS 1 x 40" 2 x 80"
  - 1 1/2" Rise x 5" Threshold 79A 48 28 - Notched
  - 1 Door Bottom Sweep 57 DV 40"
- \*\*\*Exterior Opening\*\*\*

**Description**

- (1) 1" clear insulated glass - 10-lite pattern w/ internal muttins for front door
- (2) - 1" insulated clear tempered pieces of glass for exterior frame sidelites
- (1) Condor Swing automatic handicap operator w/ push pads

**Price**



**WUNDERLICH® DOORS, INC.**

300 W. Allen St  
Joliet, IL 60436  
Tel: 815-727-6430 Fax: 815-727-8880

Quote

Quote # : **403412**  
Quote Date : **May 10, 2022**  
Expiration Date : **May 11, 2022**

Customer:  
New Customer  
300 W. Allen St  
Joliet, IL 60436

Ship To:  
Oak Knoll Financial  
205 S. Water St.  
Wilmington, IL 60481

Account Code : 1033  
Terms : PrePaidOnly  
Customer Job # :  
Salesperson : Jason Thompson  
Order Name : Exterior Entrance

Purchase Order # :  
Shipped Via : WDI Install

<u>Description</u>	<u>Price</u>
Install (1) automatic operator w/ push pads	
·	
Removal/installation of Exterior Opening	
·	
Finish paint exterior double sidelite frame & door.	

Pre-Tax Total	:	13,319.77
IL01 - IL RETAIL SALES TAX	:	656.23
<b>Quote Total</b>	:	<b>13,976.00</b>

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

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

Metal Doors and Frames are primed unless otherwise noted. Finish painting by others is required. Building Permits are the responsibility of Customer.

Printed May 10, 2022 10:09 AM

Page 2 of 2



## INSTALLMENT AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of January, 2022, between **Jeffrey L. Fisher and Mary Theresa Fisher, husband and wife**, of ~~1860 Vista Drive,~~ 3175 N. Will Rd. <sup>Will Rd</sup> ~~Wilmington~~, Illinois, (hereinafter referred to as "Seller or Owner"); and **200 Block LLC** of ~~Wilmington~~, Illinois, (hereinafter referred to as "Purchaser").

1. **WITNESSETH**, that if Purchaser shall first make the payments and perform the terms and conditions of this Agreement, Seller agrees to convey to Purchaser in fee simple by Seller's recordable general Warranty Deed, the premises situated in the County of Will and State of Illinois, described as follows:

LOTS 5 AND 6, EXCEPT THE EASTERLY 40 FEET THEREOF, IN BLOCK 17 IN THE ORIGINAL TOWN OF WINCHESTER (NOW WILMINGTON), A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1836, IN BOOK A, PAGES 71 AND 72, IN WILL COUNTY, ILLINOIS.

Commonly known address: 203, 205, and 207 South Water Street, Wilmington, Illinois

P.I.N.: 17-25-325-018

**Personal Property:** Included in the sale shall be all improvements and fixtures thereon. All the foregoing items shall be left on the Premises, are included in the sales price and shall be transferred to the Purchaser by a Bill of Sale at the time of "final closing".

All personal property and the real estate are being sold in an "as is" condition, and there is no warranty or representation made as to the condition of said personal property and real estate.

Seller represents that all equipment and personal property to be conveyed delivered to Purchaser the same free and clear of any liens, indebtedness, liabilities, security interests, pledges, claims encumbrances and rights of others.

### 2. PURCHASE PRICE AND ESCROW FUNDS.

(a) Purchase price is **Four Hundred Fifty-Seven Thousand and 00/100ths Dollars (\$457,000.00)**. This purchase price includes a credit in the amount of \$18,000. Purchase price to be paid in consecutive monthly installments beginning January 1, 2022, in the amount of \$4,000.00 and the same amount on the 1st day of each consecutive month thereafter for 155 payments and a final payment of \$1,783.27 at which time the entire outstanding principal balance shall be paid in full, but not later than December 1, 2034.

Said monthly payments include 5% interest per annum that accrues on the outstanding balance. This monthly payment is based on a one hundred fifty-six (156) month amortization schedule as referenced above.

In addition to the monthly principal and interest payment, Purchaser shall be responsible to pay the annual real estate taxes, and the annual insurance premiums for the insurance coverages required to be kept and maintained by Purchaser and Seller, pursuant to subparagraph (b), below.

There shall not be an escrow account to pay real estate taxes and insurance since the

Purchaser shall pay these expenses when due.

**Late payment:** In the event Purchaser is more than five (5) days late on any monthly payment due as provided by this agreement, then Purchaser shall pay Seller the sum of **\$10.00** per day late fee commencing on the sixth day after its due date. Interest shall accrue on the outstanding monthly payment(s) more than 5 days past due at the rate of **9.0%** per annum.

**Right To Prepay:** Purchaser has the right to prepay any principal due without penalty and without consent of Seller.

**NSF check:** Any NSF check or canceled check issued by Purchaser and returned to Seller shall incur a **\$30.00** fee by Purchaser to be paid promptly to Seller.

3. **PRORATIONS AND TITLE INSURANCE.** Real estate taxes shall be prorated to February 1, 2022. Seller and Purchaser shall each pay their prorated portion of the 2022 tax bill when due. Purchaser shall be responsible for all subsequent real estate tax bills issued when due.

4. **CLOSING AND DEFINITIONS.** The "initial closing" as stated by this agreement shall occur on **January 1, 2022**. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed but not later than December 1, 2034.

5. **TITLE INSURANCE.** (a) Seller shall obtain and pay the expense for a commitment title insurance policy for an installment agreement for deed with respect to the premises on or before the date of "Final Closing". Seller shall pay the issuance fee and any later date fee for the title insurance policy in Purchaser's name. Purchaser shall take title subject to the standard and customary exceptions set forth in said title commitment as well as to (1) any title exceptions pertaining to a first mortgage lien or encumbrance of a definite or ascertainable amount which may be removed by the payment of money and which shall be removed at or prior to the final closing; and (2) and acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under Purchaser.

(b) Purchaser will accept the title commitment as conclusive evidence of good title therein shown, as to all matters insured by the policy subject only to special exceptions therein stated.

It is further expressly understood and agreed between the parties that conveyance to be made to Purchaser shall be expressly subject to the following:

- (1) General taxes for the year 2022 and subsequent years and all taxes levied after January 1, 2022;
- (2) The rights of all persons claiming by, through or under Purchaser;
- (3) Easements of record, as long as they don't interfere with the current use of said property;
- (4) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances, and homeowners' rules, regulations and bylaws; and
- (5) Roads, highways, streets and alleys, if any.

6. **PAYMENT WHEN DUE.** Seller shall pay the 2021 real estate taxes when due.

Seller shall pay Seller's tax transfer stamps upon delivery of closing documents when Purchaser has paid in full all amounts due under this agreement.

7. **GOOD REPAIR.** Prior to the final closing, Purchaser shall be responsible for any repairs and keep any and all improvements on the property in the same or better condition than it was on the date of the signing of this agreement and shall neither suffer nor commit any waste on or to the premises.

8. **UTILITIES.** Purchaser shall continue to be responsible for all utilities and waste disposal which may arise during the duration of the term of the installment contract which will commence at the time of the "initial closing" on January 1, 2022.

9. **LIENS.** Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the property, which shall or may be superior to the rights of Seller.

10. **IMPROVEMENTS.** If a building permit is required, Purchaser **may** undertake any new construction and remodeling to the premises without the express consent of Seller and all work authorized by Seller shall be at Purchaser's sole expense. The consent of Seller shall not be unreasonably withheld. Any improvements made must comply with the City of Wilmington building and zoning ordinances. Although the building permit will be in Seller's name as owner, any fees associated with acquiring the building permit shall be the responsibility of Purchaser.

11. **ASSIGNMENT AND LEASE.** Purchaser shall not transfer or assign this agreement to any other parties or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises.

Purchaser may lease the premises to a third party without the express written consent of the Seller, but Seller shall be provided with the name, address and background information on the tenant.

12. **TITLE RIGHTS.**

(a) No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

(b) In the event of the termination of the Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Purchaser or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefore or for any part thereof.

13. **CLOSING AND DEFINITIONS.**

The "initial closing" as stated by this agreement shall occur on January 1, 2022.

"Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed but not later than December 1, 2034.

14. **AMENDMENTS.** No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this Agreement and be signed by the parties hereto.

15. **DEFAULT.**

(a) **DEFAULT IN PAYMENT.** If Purchaser defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days after written notice to Purchaser to bring their payments current; or

(b) **DEFAULT WITH OTHER TERMS.** If Purchaser defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be corrected immediately); then:

Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all rights and remedies provided at law or in equity:

- (1) maintain any action for unpaid installments;
- (2) declare the entire balance due and maintain an action for such amount;
- (3) forfeit the Purchaser's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

If default is based upon the failure to pay taxes, assessments, insurance or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Purchaser to Seller.

(c) Anything contained in sub-paragraphs (a) and (b) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 30 days after such written notice of default, and at the option of Seller, Purchaser tenders to Seller the entire unpaid principal balance of the purchase price and any accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts of obligations of Purchaser under this Agreement.

16. **COSTS OF DEFAULT.** Purchaser shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this Agreement and which is caused by the Purchaser, and Purchaser will pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and reasonable attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this Agreement.

Provided further, Seller shall pay to Purchaser all costs and expenses including reasonable attorney's fees incurred by Purchaser in any action or proceeding to which Purchaser may be made a party by reason of Seller's breach of the terms of this Agreement.

17. **REMEDIES.** The remedy for forfeiture herein given to Seller shall not be exclusive

of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this Agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

3175 N. Will Rd

18. **NOTICES.** All notices and demands hereunder shall be in writing. The mailing or demand by registered mail addressed to Seller at his home address ~~1860 Vista Drive, Wilmington, IL~~ or any new address they advise Purchaser or to Purchaser at 207 South Water Street, Wilmington, IL or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

Code City

19. **TIMELINESS.** The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. **WARRANTIES.** Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, their principle or their agent within ten (10) years of the date of execution of this contract.

21. **INSURANCE.** At the sole expense of Purchaser, Purchaser shall keep and maintain a commercial basic form insurance for the premises that provides for general liability insurance of at least \$250,000.00 per occurrence, and replacement value of the existing building improvements and to designate Seller as "additional insured". Purchaser shall provide to Seller a copy of said insurance policy yearly or as renewed by Purchaser. If the improvements on said real estate are materially damaged or destroyed by fire or other casualty or any act or occurrence whether or not said loss is covered by insurance, and if the insurance proceeds are sufficient to make the necessary repairs, then the Purchaser shall use any insurance proceeds or his own funds to make the needed repairs. If the insurance proceeds are not sufficient to make complete repairs, then Purchaser shall have the option to contribute additional monies to make the necessary repairs. In the event Purchaser elect not to make the repairs, then the insurance proceeds can be used to offset any outstanding interest and principal balance owed by Purchaser to Seller.

Purchaser shall indemnify and hold Seller harmless in the event any third party is injured on the premises after Purchaser has assumed possession and there is no insurance coverage available or provided for the incident.

Seller and Purchaser waive all rights of subrogation which either party and/or their respective insurance carriers may have against the other party with respect to losses payable under either party's insurance coverages.

22. **ESCROW OF CLOSING DOCUMENTS.** There shall be an escrow of closing documents for the benefit of Seller and Purchaser.

23. **CAPTIONS AND PRONOUNS:** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only and are not to be construed as confining or limiting in any way to scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

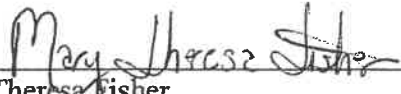
24. **PROVISIONS SEVERABLE:** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.


25. **SELLER REPRESENTATION AND WARRANTIES:** Seller represents and warrants: (a) That Seller has not entered into any other contract, lease or assignment of any personal property or trade fixtures being sold or transferred and/or assigned to Purchaser hereunder. (b) There is no litigation in law or in equity or any proceeding before any court, commission, or the governmental authority pending or to the best knowledge or Seller, threatened against or adversely affecting the Seller involving any judgment, order or other decision which might impair the ability of the Seller to consummate the transactions contemplated by this Agreement. (c) That all real property being transferred to Purchaser hereunder have been and is covered by liability and fire insurance.

26. **BROKER COMMISSION**


There is no broker's real estate commission due to a third party.

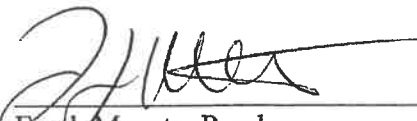
**IN WITNESS WHEREOF,** the parties to this agreement have signed two original agreements the day and year first written above.

  
\_\_\_\_\_  
Theresa Fisher,  
Seller

  
\_\_\_\_\_  
Judy Francis, Purchaser  
Individually and as Member of 200 Block LLC

  
\_\_\_\_\_  
Jeffrey Fisher,  
Seller

  
\_\_\_\_\_  
Stephen Francis, Purchaser  
Individually and as Member of 200 Block LLC

  
\_\_\_\_\_  
Frank Meents, Purchaser  
Individually and as Member of 200 Block LLC

**ORDINANCE NO. 22-05-17-01**

**AN ORDINANCE AMENDING THE FAÇADE IMPROVEMENT GRANT PROGRAM  
WITHIN THE CITY OF WILMINGTON, ILLINOIS**

WHEREAS, the City of Wilmington Council finds that offering incentives for aesthetic improvements to buildings located in the Downtown Business District with B2A-Central Business Zoning and along Water Street and IL State Route 53 with B3-General Business Zoning; and

WHEREAS, the City of Wilmington Council desires that Façade Improvement incentives shall be made in accordance with the written Development Agreement approved by the governing body; and

WHEREAS, the City of Wilmington Council passed Ordinance No. 06-07-05-02 on July 5, 2006, and had implemented a series of improvement projects in the Downtown Business District; and

WHEREAS, the City of Wilmington Council finds that the modified policy for the Façade Improvement Grant Program attached hereto as Exhibit "A" benefits the economic vitality and welfare of the City and is in the best interests of its citizens, property owners, businesses, and visitors.

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

**SECTION 1: FACADE IMPROVEMENT GRANT PROGRAM ESTABLISHED**

That a Façade Improvement Grant Program is hereby established for the Downtown Business District with B2A-Central Business Zoning and along Water Street and IL State Route 53 with B3-General Business Zoning in the City of Wilmington in accordance with the guidelines established in Exhibit A.

**SECTION 2: REPEALER**

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

**SECTION 3: SEVERABILITY**

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

**SECTION 4: EFFECTIVE DATE**

The City Clerk shall certify to the adoption of this ordinance it shall be in full force and effect from and after its passage, approval, and publication as provided by law.

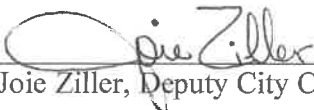
PASSED this 17<sup>th</sup> day of May 2022 with 8 members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

Kevin Kirwin	<u>aye</u>	Ryan Jeffries	<u>aye</u>
Dennis Vice	<u>aye</u>	Ryan Knight	<u>aye</u>
Leslie Allred	<u>aye</u>	Jonathan Mietzner	<u>aye</u>
Todd Holmes	<u>aye</u>	Thomas Smith	<u>aye</u>

Approved this 17<sup>th</sup> day of May 2022



Attest

  
\_\_\_\_\_  
Ben Dietz, Mayor  
\_\_\_\_\_  
Joie Ziller, Deputy City Clerk



**STEPHEN FRANCIS, CFP®**  
Financial Advisor - Branch Manager

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205 SOUTH WATER STREET - WILMINGTON, IL 60481  
815.476.2105 - STEVE.FRANCIS@RAYMONDJAMES.COM  
OAKKNOLLFINANCIAL.COM

Securities offered through Raymond James Financial Services, Inc.,  
member FINRA/SIPC. Oak Knoll Financial Strategies is not a broker dealer.

**FRANK J. MEENTS**  
**ATTORNEY AT LAW**

REAL ESTATE, FAMILY, BUSINESS,  
ESTATE PLANNING, PROBATE,  
BUSINESS SUCCESSION PLANNING





## May Inspections

Permit #	Address:	Day:	Inspection Time:	Date:	Pass/Fail	Inspection Type:
WI-23-002	335 N First St	M		9:30 5.1.23	P	RE-Building-Firestop
WI-23-002	335 N First St	M		11:30 5.1.23	P	Rough Plumbing
WI-22-204	Building VII	W		10:15 4.27.23	P	Under Ground Elec
WI-23-025	1212 N Joliet	Th		11:30 4.27.23	P	Insulation
WI-22-170	711 Kristin	F		7:30 4.28.23	P	Pre Pour Concrete
WI-22-201	502 S KKK	Th		9:30 5.4.23	F	Elec Reinspection
WI-22-134	923 Winchester Green	Th		10:00 5.4.23	F	Roughs- Not Ready
WI-23-060	30940 Slalom	Th		10:30 5.4.23	P	Water/Ice Barrier
WI-23-055	22301 W KKK Rvr Dr	Th		11:00 5.4.23	P	Pre Pour Concrete
WI-22-167	801 E KKK Rvr Dr	T		10:00 5.2.23	P	Pre Pour Curbs
WI-23-002	335 N First St	Th		11:30 5.4.23	P	Insulation
WI-22-201	502 S KKK	M		11:30 5.8.23	P	Elec Reinspection-Insulation
WI-22-073	215 Oak	M		10:30 5.8.23	P	Final Occupancy
WI-22-073	215 Oak	M		2:30 5.8.23	P	Final Plumbing
WI-22-201	502 S KKK	W		1:00 5.10.23	P	Insulation
WI-23-046	415 E KKK Rvr Dr	F		9:30 5.12.23	P	Post Hole Deck
WI-23-013	507 E Baltimore	Th		10:00 5.11.23	F	Final Occupancy
WI-22-173	604 S Outer	Th		11:00 5.11.23	F	Final Garage
WI-23-061	408N KKK	W		1:30 5.10.23	F	Water/Ice Barrier
WI-23-061	408 N KKK	Th	6:00P	5.11.23	P	Water/Ice Barrier
WI-22-204	30404 Graaskamp Bldng 7	F		11:30 5.12.23	P	Under Ground Plumbing
WI-22-076	405 Stewart Ct lot 125	Th		11:30 5.11.23	P	Plumbing Rough
WI-22-076	405 Stewart Ct lot 125	Th		9:30 5.4.23	P	Roughs/Housewrap/Insulati
WI-23-057	1514 Elwood	F		7:00 5.12.23	P	Post Hole Deck
WI-22-158	1705 Meadowview	M		10:30 5.15.23	P	Post Hole Deck
WI-22-134	923 Winchester Green	W		10:00 5.17.23	X	Roughs
WI-23-074	32851 Nikki Ln	W		11:00 5.17.23	P	Water/Ice Barrier
WI-23-013	507 E Baltimore	M		10:30 5.15.23	P	Final Occupancy
WI-23-013	507 E Baltimore	M		10:30 5.15.23	P	Final Plumbing
WI-22-167	801 E KKK Rvr Dr	Th		9:30 5.17.23	P	PrePour concrete Curbs
WI-22-134	923 Winchester Green					Rough Plumbing
WI-22-134	923 Winchester Green	F		11:30 5.19.23	X	Meeting w/High School Board
WI-23-064	19800 W Arsenal	F		7:30 5.19.23	P	PrePour Asphalt
WI-23-054	604 S Main	F		10:00 5.19.23	P	PrePour Concrete
WI-23-057	1514 Elwood	T		9:30 5.23.23	P	Final Deck
WI-23-076	905 Williams	M		11:00 5.22.23	F	Final Elec Service
Inspection	277 Jennifer	M		11:30 5.22.23	x	Roof
WI-23-031	419 Laurel	W		10:30 5.24.23	P	Final
WI-22-167	801 KKK Rvr Dr	W		7:00 5.24.23	P	PrePour Concrete
WI-22-167	801 KKK Rvr Dr	Th		7:00 5.25.23	P	PrePour Concrete
WI-22-167	801 KKK Rvr Dr	F		7:00 5.26.23	P	PrePour Concrete
WI-23-076	905 Williams	T		5:30 5.23.23	P	Final Elec Service
WI-23-056	30350 Graaskamp	W		1:00 5.24.23	F	Elec Service Changeout
WI-23-046	415 E KKK Rvr Dr	T		10:00 5.30.23	P	Final Deck
WI-23-078	829 Cambridge Ct	T		10:30 5.30.23	P	PrePour Concrete

WI-23-037	800 Wilshire Ct	T	10:45	5.30.23	P	Final Pool-Fence
WI-23-057	1514 Elwood	T	11:00	5.30.23	P	PrePour Concrete
WI-23-003	204 N Water	W	11:00	5.31.23	P	Final
WI-23-003	204 N Water	W	9:30	5.31.23	P	Final Plumbing
WI-22-150	223 N Water	W	9:00	5.31.23	P	Final Plumbing
WI-22-150	223 N Water	W	10:00	5.31.21	P	Final Building
WI-23-054	604 S Main	Th	7:30	6.1.23	P	Post Hole Fence
WI-23-079	833 Judy	Th	11:00	6.1.23	F	Post Hole Fence
WI-23-074	32851 Nikki Ln	W	11:30	5.31.21	P	Final Roof
WI-22-204	30404 Graaskamp Bldng 7	Th	1:30	6.1.23	P	Under Ground Plumbing
WI-22-167	801 E KKK Rvr Dr	Th	7:45	6.1.23	P	PrePour Concrete
WI-21-183	30350 Graaskamp Bldng 6	Th	9:00	6.8.23		Fire Pump Test
WI-23-081	913 Mae	W	3:00	5.31.23	P	Post Hole Fence



# 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 – May 2023

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

- 13 Pedestrian/Suspicious Stops were conducted
- 114 Business (Walk and Talk) Checks (officers entering businesses during normal hours)
- 6603 Premise Checks (officer checking cursory checks of businesses after hours)
- 2 misdemeanor and/or warrant arrests
- 2 felony arrests
- 76 written traffic citations (down from 105 last month)
- 89 written traffic warnings (down from 117 last month)
- 6 compliance/parking (local ordinance) tickets
- Officers handled an additional 405 calls for service and wrote 39 related reports.
- 20 trucks were weighed based on a suspicion of being overweight and fined accordingly

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

- Closed sixteen (6) cases: 1 administratively, 1 arrest, 1 No complaint from SA, 3 warrant issued
- (1) Case awaiting review/charges from the State's Attorney
- Added (5) new cases; assault with weapon, motor vehicle theft, fraud, CDP, and BMV
- Conducted (1) Victim Sensitive Interviews with Will County Child Advocacy Center
- Issues (6) subpoenas

### **Training:**

- (10) officers received firearm training – 23 drills, and 12 range days were utilized by visiting agencies.
- Officers participated in a total of 80 hours of off-site training, including 2 new Drone certifications
- Each officer participated in 24 Lexipol daily training scenarios.
- All members have completed one PLI online training course (approximately one (2) hour in length) on the topic of CIT and De-escalation.

### **Administration:**

- Lateral hiring job application posted; first applications already received.
- Accreditation Policy and Procedure modifications continues. Policies updated and approved: Incident Command Procedures, Emergency Management Plan, Dignitary Protection,
- 2 Officers trained and certified as drone pilots. Working to purchase drone and implement.
- Ofc. Reyes assigned to Investigations divisions temporarily, patrol schedules modified to account for shortages due to multiple officers on medical leave.
- Received award for Silver status in Lexipol policies; continue to improve our manual weekly.
- Training: First line supervisor, 2 drone operators, High-risk traffic stops (train-the-trainer)
- Cop-on-a-rooftop event was a huge success, receiving over \$7500 in donations for the special Olympics, in partnership with Dunkin and the Braidwood Police Department.

## Truck Enforcement May 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>
5/3/2023	OW - Axle	3,520	\$600	\$260	Lorenzo Rd/Frontage Rd	UTC	Rourke 109
5/3/2023	OW - Gross	6,440	\$1,950	\$260	Lorenzo Rd/Elion Blvd	UTC	Rourke 109
5/3/2023	OW - Axle	1,440	\$100	\$260	Rt 53/Peotone Rd	UTC	Rourke 109
5/4/2023	OW - Gross	2,320	\$100	\$260	Stripmine Rd/Rt 129	UTC	Jurgens 004
5/5/2023	No Safety Sticker		\$100		Rt 53/Peotone Rd	NTA	Rourke 109
5/10/2023	CMV Parking		\$100		700 W Baltimore St	NTA	Jurgens 004
5/16/2023	OW - Registration	53,480	\$1,798	\$260	Lorenzo Rd/I-55	UTC	Rourke 109
5/16/2023	OW - Registration	23,080	\$590	\$260	Peotone Rd/Riley Rd	UTC	Rourke 109
5/16/2023	OW - Registration	3,500	\$520	\$260	New River Rd/Rt 53	UTC	Rourke 109
5/16/2023	OW - Bridge	2,380	\$270	\$260	Rt 53/Peotone Rd	UTC	Rourke 109
5/18/2023	CMV Parking		\$100		700 W Baltimore St	NTA	Jurgens 004
5/18/2023	OW - Axle	2,560	\$330	\$260	New River Rd/Boathouse Rd	UTC	Soucie 118
5/24/2023	Overlength		\$175		Stripmine Rd/Rt 129	NTA	Rourke 109
5/24/2023	OW - Registration	7,180	\$730	\$260	New River Rd/Boathouse Rd	UTC	Rourke 109
5/24/2023	OW - Gross	13,640	\$4,200	\$260	Lorenzo Rd/Graaskamp Blvd	UTC	Rourke 109
5/26/2023	OW - Registration	2,520	\$330	\$260	New River Rd/Rt 53	UTC	Rourke 109
5/26/2023	OW - Gross	3,800	\$600	\$260	New River Rd/Rt 53	UTC	Rourke 109
5/30/2023	OW - Bridge	5,960	\$1,800	\$260	New River Rd/Rt 53	UTC	Rourke 109
5/31/2023	Disobeyed 12 Ton Sign		\$500		Murphy Rd/W Frontage Rd	NTA	Rourke 109
5/31/2023	OW - Bridge	5,800	\$1,800	\$260	Lorenzo Rd/Graaskamp Blvd	UTC	Rourke 109
			<b>\$16,693</b>				



# City of Wilmington Police Department

*Adam Zink, Chief of Police*

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To: Honorable Mayor Dietz and Wilmington City Council

From: Chief Adam Zink

Date: 13 June 2023

Re: Purchase of Portable Scale Storage Rack

Part of our 2023 grant award from IDOT includes the purchase of a custom-fabricated storage rack to hold the new portable truck scales. This rack will be mounted in our truck-enforcement squad car, to allow the safe storage and easy access to the scales by those officers assigned to enforce overweight trucks.

As this is a custom-built item, we are considering this a 'sole-source' situation, and therefore were unable to obtain 3 vendor quotes. Our truck enforcement officers reached out to local agencies and determined that the solution from Holohan Heating and Sheet Metal (attached) was ideal for meeting our needs.

My request is for the council to approve the purchase of the truck scale box from Holohan as quoted. Again, this will be funded by grant money that we have already received. Additionally, the budget for this item was \$5,000, so this will enable us to use the extra funds in other areas of the program.

Thank you for your consideration in this matter.

# "E-Mail" Quote From

 <p>Holoohan Heating &amp; Sheetmetal, Inc.          575 W Seneca Ave.          Kankakee, IL 60901          (815) 932-7711          FAX: (815) 932-2786          24 HR Service (815) 932-5572</p> <p><i>Over 50 Years of Dependable Service</i></p>	<b>To:</b> Wilmington Police Dept
	<b>ATT'N:</b>
	<b>FROM:</b> Jeff Holoohan
	<b>DATE:</b> 1/20/2023
	<b>E-Mail:</b>
	<b># PGS:</b>
<b>REF:</b>	scale storage box

## Quote Description:

provide labor and materials to fabricate and mount down truck scale box for back of squad car

material of box figured in aluminum with UHMW plastic rails

all labor figured on straight time

**Job cost-----** **\$3,000.00**

No "Over-time" costs are included in the JOB COST quoted above.

<small>This estimate is for completing the job described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has been started.</small>	<b>Quoted Cost is good for a period of 30 days from the date quoted</b>	Estimated Job Cost	<b>AS Shown Above</b>
		Estimated By	<b>Jeff Holoohan</b>

### Note: Quote does not include:

Installation Cost  
 Permit Cost

Freight and Delivery Costs  
 Sales Tax if Applicable

Overtime Costs  
 As Noted

Terms: \_\_\_\_\_ Delivery Time: \_\_\_\_\_

## Customer Acceptance

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

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

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



# Wilmington Emergency Services & Disaster Agency

## Wilmington ESDA

### Committee Report

June 13, 2023

5-13-23	Traffic/Hazardous Household Material Pickup Event
5-22-23	Rehab/ Missing Person/Mazon
5-23-23	Rehab/Missing Person/Mazon
5-27-23	Traffic/Mutual Aid Braidwood ESDA/ 5K run
5-27-23	Traffic/ Memorial Day Parade
5-29-23	Rehab/ Abraham Lincoln Cemetery/ Memorial Day Event

### Training:

Boat Training

Life Star Helicopter Landing Zone Setup



# MEMO

**Date:** June 13, 2023  
**To:** Honorable Mayor Dietz and City Council Members  
**From:** Jeannine Smith, City Administrator  
**Cc:** Joie Ziller, Deputy Clerk  
Nancy Gross, Finance Director  
**Re:** Discussion Regarding Business Registration Fees

**Budget Impact:** TBD

**History:** Last spring, Staff presented a restructuring of the business license program in an effort to streamline the process and create a fee structure that was more equitable to all businesses. The format proposed follows a fee based on total building square footage ranging from \$50 to \$1,500 for building greater than 100,000 square feet.

City Council received requests from the business community to have a greater discussion on the matter. Those discussions took place at regular City meetings as well as with the Chamber of Commerce and Downtown Merchants Association.

Businesses were then notified by mail of the proposed fee schedule and that the changes will be effective January 1, 2024 (see attached sample letter).

**Discussion:** Attached are "redlined" sections of the City's Municipal Code Title XI Business Regulations indicating the proposed changes as follows -

Section 110.38	<u>Commercial Filming Permit</u>	<i>Correct spelling of the word Commercial</i>
Section 111.04	<u>Outdoor Advertising</u>	<i>Increase the annual fee from \$25 to \$100</i>
Chapter 113	<u>Amusements</u>	<i>Repeal Sections 1 through 9</i>
Chapter 114	<u>Factories – Foreign Insurance Companies</u>	<i>Repeal entire Chapter 114</i>
Chapter 122	<u>Miscellaneous Licenses</u>	<i>Repeal entire Chapter 122</i>
Section 123.06	<u>Business Registration Fees</u>	<i>*Remove fee of \$25 and added fee chart *Remove \$15 set aside *Added language setting aside fees to be used for economic development</i>

**Request:** Staff respectfully requests the City Attorney create an ordinance incorporating the requested changes to be placed on the City Council agenda for July 18<sup>th</sup> to allow time for consideration of the proposed changes.

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(Ord. 13-11-12-01, passed 11-12-13)

## **Article 5. Commercial Filming Permit**

### **110.38 Commercial filming permit.**

Commented [BD1]: Incorrect spelling

There are hereby adopted policies and procedures with respect to issuance of a permit for Commercial Filming, copies of which are attached [to the ordinance from which this section derives] and incorporated by reference.

(Ord. 17-08-15-03, passed 8-15-17)

Editor's note(s)—Ord. No. 17-08-15-03, § 1, passed Aug. 15, 2017, established policies and procedures for the issuance of a commercial filming permit, but did not specifically amend the Code; hence, its inclusion herein was at the discretion of the editor.

### **110.99 Penalty.**

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

(Ord. 1574, passed 7-15-03)

## **Chapter 111 ADVERTISING**

### **Sections:**

### **Article 1. Outdoor Advertisers**

#### **111.01 Definition.**

As used in this chapter the following definition shall apply.

"Outdoor advertiser." Any person, firm or corporation engaged in the business of placing, posting, or painting any advertisements, notices, or displays in or on any place for the purpose of outdoor advertising so that the resultant display is visible from any street, alley, sidewalk, or other public place in the municipality.

('68 Code, § 111.001) Penalty, see Section 111.99

Cross-reference: Signs, see Ch. 96.

#### **111.02 License required.**

It shall be unlawful for any outdoor advertiser to do business as such in this municipality without having secured a license therefor as is herein required. No license issued under this chapter shall be construed to permit

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(Supp. No. 2022, S-115)

Created: 2023-01-26 10:28:32 [EST]

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the use of any structures, natural or artificial, which are located in any public street, sidewalk, alley, or other public place for advertising purposes.

('68 Code, § 111.005) Penalty, see Section 111.99

### **111.03 Application.**

Applications for advertising licenses shall be accompanied by a list of all places, including billboards or natural structures, where it is intended to place the signs or advertisements. This list shall be added to from time to time by the licensee as the right to post or place advertisements or signs on additional places is required.

('68 Code, § 111.010) Penalty, see Section 111.99

### **111.04 Fee.**

The annual fee for advertising licenses shall be ~~\$25~~ \$100.

('68 Code, § 111.015) Penalty, see Section 111.99

Commented [BD2]: Increase from \$25 to \$100 to align with other fees.

### **111.05 Use of billboards.**

No person shall post or maintain any advertisement or sign on any billboard or signboard which does not fully conform to the ordinances of this municipality.

('68 Code, § 111.020) Penalty, see Section 111.99

### **111.06 Consent of owner.**

No person shall post any advertisement on any premises without the consent of the owner or occupant of the premises. The consents must be in writing and be filed with the city clerk.

('68 Code, § 111.025) Penalty, see Section 111.99

### **111.07 Refuse.**

It shall be unlawful for any person engaged in the business of outdoor advertising to permit any refuse resulting from this work to accumulate anywhere in the municipality except by placing it in properly established refuse receptacles. It shall be unlawful to permit any loose or flapping combustible materials to hang from or be attached to any billboard or signboard or other place used for display or advertising purposes. All refuse resulting from the operation of the business must be carefully gathered up and properly disposed of.

('68 Code, § 111.030) Penalty, see Section 111.99

### **111.08 Weeds at base of billboards.**

It shall be the duty of every outdoor advertiser to keep all grass, weeds, and other growths excepting trees and ornamental shrubbery cut down so that the same shall not grow to a greater height than 10 inches within 6 feet of any billboard or signboard used by him or it. This obligation shall extend only to property controlled by the advertiser.

('68 Code, § 111.035) Penalty, see Section 111.99

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### 112.28 Sale of alcohol for off-premises consumption.

That notwithstanding anything to the contrary in the City of Wilmington Code of Ordinances, Class A, Class A1, Class D and Class D1 liquor licensees shall be permitted to sell alcoholic beverages for off-premises consumption subject to the following:

- (A) Definitions. In this section, the following terms and phrases when used in this section, shall have the following definitions:

"Cocktail" or "mixed drink" means any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.

"Manufacturer's Seal Product" shall mean that the container is in its original manufacturer's package, unopened, such as a bottle of wine or beer.

"Original Container" means, for the purposes of this section only, a container that is filled, sealed, and secured by a retail licensee's employee at the retail licensee's location with a tamper-evident lid or cap.

"Sealed Container" means a rigid container that contains a mixed drink, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamper-evident.

"Tamper-evident" means a lid or cap that has been sealed with tamper-evident covers, including, but not limited to, wax dip or heat shrink wrap.

- (B) Delivery and Carry Out of Mixed Drinks Permitted. A cocktail or mixed drink placed in a sealed container by a retail licensee at the retail licensee's location or a manufacturer sealed product may be transferred and sold for off-premises consumption if all of the following requirements are met:

- (1) The cocktail, mixed drink or manufacturer's sealed product is transferred within the licensed premises, by a curbside pickup, or by delivery by an employee of the retail licensee who:
  - (i) Was trained in accordance with applicable requirements at the time of the sale;
  - (ii) Is at least 21 years of age; and
  - (iii) Upon delivery, verifies the age of the person to whom the cocktail is being delivered.
- (2) If the employee delivering the product is not able to safely verify a person's age, the employee shall cancel the sale of alcohol and return the product to the retail license holder.
- (3) For transportation and delivery, the sealed container shall be placed in the trunk of the vehicle or if there is no trunk, in the vehicle's rear compartment that is not readily accessible to the passenger area. This subsection 3 does not apply to manufacturer's sealed products;
- (4) The sealed container shall be affixed with a label or tag that contains the following information:
  - (i) The cocktail or mixed drink ingredients, type, and name of the alcohol;
  - (ii) Name, license number, and address of the retail licensee that filled the original container and sold the product;
  - (iii) Volume of the cocktail or mixed drink in the sealed container;
  - (iv) Sealed container was filled less than 7 days before the date of sale; and
  - (v) Requirements of this subsection 4 shall not apply to manufacturer's sealed products.

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- (5) Third-party delivery services are not permitted to deliver cocktails, mixed drinks, or manufacturer's sealed products under this section.
  - (6) If there is an executive order of the governor in effect during a disaster, the employee delivering the manufacturer's sealed product, mixed drink or cocktail must comply with any requirements of that executive order, including, but not limited to, wearing gloves and a mask and maintaining distancing requirements when interacting with the public.
- (C) Prohibitions. Delivery or carry out is prohibited if:
- (1) A third party transports and/or delivers the cocktail, mixed drink, or manufacturer's sealed product;
  - (2) A container of a mixed drink or cocktail, or manufacturer's sealed product is not tamper-evident and sealed;
  - (3) A container of a mixed drink or cocktail is transported in the passenger area of a vehicle;
  - (4) A manufacturer's sealed product, mixed drink or cocktail is delivered by a person or to a person who is under the age of 21; or
  - (5) The person delivering the manufacturer's sealed product, a mixed drink or cocktail fails to verify the age of the person to whom the mixed drink of cocktail is being delivered.
- (D) Violations. Violations of this section shall be subject to any applicable penalties, including, but not limited to, Section 11-502 of the Illinois Vehicle Code (625 ILCS 5/11-502) or similar City of Wilmington Ordinances and Chapter 112 of the Wilmington Code of Ordinances and applicable sanctions with respect to Liquor License Violations.

(Ord. 20-06-16-01 , passed 6-16-20)

#### **112.99 Penalty.**

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

(Ord. 1574, passed 7-15-03)

## **Chapter 113 AMUSEMENTS**

### **Sections:**

### ***Article 1. Amusement Licenses***

#### ***113.01 Amusement license fee—Definitions.***

~~(A) —No person, firm, or corporation shall manage, conduct, produce, personally operate, or carry on any public amusement or public places of amusement without having obtained a license therefor.~~

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(B) For purposes of this chapter the following words and phrases shall have the following meanings ascribed to them respectively:

(1) "Public amusement" means any occasion to which the public generally may be admitted upon payment of an admission fee or other charge whether direct or indirect, to witness or participate in any theatricals, exhibitions, movies, amusements, circuses, carnivals, shows, dancing, or entertainment.

(2) "Public place of amusement" means any building, hall, theatre, room, place, or enclosure where public amusements are carried on.

(68 Code, § 113.001) Penalty, see Section 113.999

### **113.03 Tickets of admission.**

Admission to all public entertainment or amusement shall be by ticket. The ticket shall bear printed thereon in plain figures its price and no ticket shall be sold by or for any licensee for more than the price printed or stamped thereon.

(68 Code, § 113.010) Penalty, see Section 113.999

### **113.04 Obscene, lewd or immoral exhibitions.**

No obscene, lewd, or immoral exhibitions shall be given at any public place of amusement or include any public entertainment nor shall there be any dancing of an immoral character permitted in any dance hall.

(68 Code, § 113.015) Penalty, see Section 113.999

### **113.05 Fire exits.**

Every public place of amusement shall provide adequate exits in case of fire and shall at all times keep aisles or approaches to the exits free and unobstructed.

(68 Code, § 113.020) Penalty, see Section 113.999

*Gross reference: Fire prevention, see Ch. 93.*

### **113.06 Inspection for fire hazards.**

Places from time to time shall be inspected by the certified fire inspector of the fire protection district or chief of police who shall immediately report to the city council any conditions in any places which render them hazardous in case of fire. The council shall thereupon by appropriate resolution fix requirements as necessary to remove the hazard. The requirements shall immediately be communicated to and carried out by the licensee.

(68 Code, § 113.025; Am. Ord. 1627, passed 4-20-04) Penalty, see Section 113.999

*Gross reference: Fire prevention, see Ch. 93.*

### **113.07 Place of amusement to be in sanitary condition.**

Every public place of amusement shall be kept in a clean and sanitary condition with sufficient toilet and plumbing facilities for the health, safety, and comfort of its patrons and shall provide adequate ventilation to afford clean fresh air to its patrons at all times.



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(‘68 Code, § 113.030) Penalty, see Section 113.999

#### **113.08 Drunken or boisterous conduct.**

No person who is intoxicated, boisterous, or guilty of obscene, immoral, or lewd conduct shall be admitted or permitted to remain in any public place of amusement.

(‘68 Code, § 113.035) Penalty, see Section 113.999

#### **113.09 Faithful performance bond required.**

Every applicant for a license for a place of public amusement shall furnish a bond to the city in the sum equivalent to the license conditioned upon the faithful observance of all ordinances of the city relevant to the business or place and all regulations properly imposed thereon. It shall be conditioned to indemnify the city from any liability which may be imposed upon it by reason of the existence, use, or condition of repair of the place or approaches or abutting sidewalks.

(‘68 Code, § 113.040) Penalty, see Section 113.999

#### **113.10 Exemptions for charitable organizations.**

The license fee provisions of this chapter shall not apply to religious, educational, or charitable organizations or to any entertainment the entire net proceeds of which are donated to charity.

(‘68 Code, § 113.045) Penalty, see Section 113.999

### ***Article 2—Billiard Halls and Bowling Alleys***

#### **113.15 License required—Application—Fee.**

- (A) No person shall use, maintain, or conduct any public place for the playing of billiards, pool, or kindred games on billiard tables or supply, conduct, or offer for the use of the public any hall or bowling alley without having obtained a license therefor.
- (B) The license fee for the operation of a pool and billiard hall shall be \$100 per year plus an additional \$50 per year per table where more than two billiard or pool tables are used on the licensed premises.
- (C) The license fee for the operation of a bowling alley shall be \$15 per lane year.
- (D) An application for a license should be made to the mayor and on his approval of the application the license shall be issued and shall permit the operation of the pool and billiard hall or bowling alley.

(‘69 Code, § 113.100; Am. Ord. 977, passed 4-22-87; Am. Ord. 1147, passed 4-7-92) Penalty, see Section 113.999

#### **113.16 Minors restricted.**

- (A) No minors under the age of 18 years shall under any circumstances frequent, loiter, go to, or remain in any pool and billiard halls licensed hereunder unless it be on some lawful errand and sent by the direction and with the consent and knowledge of the parent, guardian, or other person having the lawful custody of the

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minor. It shall be unlawful to permit any minor to frequent, loiter, or remain within the hall in violation of this section.

- (B) No minor under the age of 12 years shall under any circumstances frequent, loiter, go to, or remain in any bowling alley licensed hereunder at any time except when sent by or with the knowledge and consent of the parent or guardian of the child. It shall be unlawful for the proprietor of any bowling alley to allow or permit any minor to frequent, loiter, or remain within the place in violation of the provisions of this section.
- (C) All billiard halls or bowling alleys shall be kept in a clean, healthful, and sanitary condition and shall comply with all ordinances now in force or which shall be hereinafter enacted regulating the same.

(68 Code, § 113.105) Penalty, see Section 113.999

### **113.17 Hours of operation.**

It shall be unlawful to operate a public pool or billiard hall or bowling alley or make the same available for business use between the hours of 12:00 midnight and 6:00 a.m. on any weekday, nor between 1:00 a.m. and 12:00 noon on any Sunday. However, this section is not to be construed to prohibit regular employees from performing necessary work in or upon the premises.

(68 Code, § 113.110) Penalty, see Section 113.999

## **Article 3. Circuses**

### **113.20 License required.**

No person, firm, or corporation shall conduct or operate a circus in the city without having obtained a license as provided in Sections 113.20 through 113.25.

(68 Code, § 113.125) Penalty, see Section 113.999

### **113.21 Application—Fee.**

The applications for licenses shall be made to the city clerk and shall specify the place in or on which the circus is to be conducted. The fee for circus licenses shall be as provided in Section 113.02.

(68 Code, § 113.130) Penalty, see Section 113.999

### **113.22 Sideshows and concessions.**

The license fee for each sideshow and concession operated in connection with circuses shall be as provided in Section 113.02.

(68 Code, § 113.135) Penalty, see Section 113.999

### **113.23 Provisions to be obeyed.**

It shall be the duty of every person licensed under Sections 113.20 through 113.25 to obey the provisions of Sections 113.01 through 113.10 and all other ordinance provisions relating to circuses or the premises occupied.

(68 Code, § 113.140) Penalty, see Section 113.999

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**113.24 Inspection.**

It shall be the duty of the chief of police and the certified fire inspector of the fire protection district to see that inspections as provided for in Sections 113.01 through 113.10 shall be made of all circus performances and of the premises used.

(‘68 Code, § 113.145; Am. Ord. 1627, passed 4-20-04) Penalty, see Section 113.999

**113.25 Cheating.**

It shall be unlawful for any person to cheat, shortchange, or otherwise defraud any person attending or about to attend a circus performance within the city.

(‘68 Code, § 113.150) Penalty, see Section 113.999

**Article 4. Motion Pictures and Theatricals**

**113.30 License required.**

It shall be unlawful to give, present, or conduct any motion picture or theatrical, for which an admittance fee is charged, except performances given solely for the benefit of and under the supervision and auspices of a religious, educational, or charitable organization, without having secured a license therefor as is provided herein.

(‘68 Code, § 113.175) Penalty, see Section 113.999

**113.31 Applications.**

Applications for licenses shall be made in conformance with the general provisions relating to applications and shall state, in addition to the other information required, the place of the intended performance and the seating capacity thereof.

(‘68 Code, § 113.180) Penalty, see Section 113.999

**113.32 Fees.**

(A) — Any person securing an annual license for motion pictures, naming a specific place or building in which the performances are to be presented, may present therein any number of performances, including theatricals, during the year for which the license was secured without having to pay an additional fee.

(B) — The annual license fee shall be \$25 per year.

(‘68 Code, § 113.185) Penalty, see Section 113.999

**113.33 Motion pictures in unlicensed premises.**

For motion pictures which are to be presented in premises which are not covered by an annual license, the fee to be paid shall be as provided in Section 113.02. However, no motion picture shall be presented in or on any premises or building which does not fully comply with the requirements of the ordinances for the construction or maintenance of buildings for this purpose.

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(‘68 Code, § 113.190) Penalty, see Section 113.999

**113.35 Crowding—Order.**

- (A) No person shall permit any person, except ushers or other theatre employees, to remain standing in a hall or room in which a motion picture is presented during the time of the performance.
- (B) It shall be unlawful to admit to any hall more persons than can be accommodated by the seating arrangements for the premises.

(‘68 Code, § 113.200) Penalty, see Section 113.999

**113.36 Scenery.**

It shall be unlawful to use any scenery in any theater other than nonflammable scenery or such as shall have been rendered nonflammable by application of 5 preventive coatings.

(‘68 Code, § 113.205) Penalty, see Section 113.999

**113.37 Building requirements.**

It shall be unlawful to present any public motion picture in any building or structure which does not contain the number of exits required by the current building codes of this municipality or by statute, or in premises in which the electric wiring does not fully comply with the current building codes. All places used for the exhibition of theatricals must be kept adequately ventilated during the performance and for so long a time as the audience may remain therein.

(‘68 Code, § 113.210; Am. Ord. 1627, passed 4-20-04) Penalty, see Section 113.999

**Article 5. Public Dances**

**113.45 License required.**

No person shall operate or conduct a public dance in the municipality without having obtained a license therefor as is provided herein.

(‘68 Code, § 113.225) Penalty, see Section 113.999

**113.46 Application—Investigation—Fee.**

- (A) Application for licenses shall be made in conformance with the provisions relating to licenses, and shall specify the location of the proposed dance or dances and the person or organization sponsoring the same.
- (B) No license shall be issued to a person who is not of good moral character, nor to a corporation or organization which is not represented in the municipality by a person of good moral character.
- (C) It shall be the duty of the chief of police to make or cause to be made an investigation into the character of each applicant and report the results of the investigation to the city clerk.
- (D) The annual fee for public dances shall be as provided in Section 113.02.

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(‘68 Code, §§ 113.230 and 113.235) Penalty, see Section 113.999

**113.47 Premises.**

No person shall conduct a public dance in any hall or place which is not equipped with sufficient and adequate exits. No hall or building which is not provided with at least 2 exits of 4 feet or more in width shall be used for such purpose.

(‘68 Code, § 113.240) Penalty, see Section 113.999

***Article 6. Skating Rinks***

**113.55 License required.**

No person shall operate or conduct a public skating rink in the municipality without having obtained a license therefor as provided herein.

(‘68 Code, § 113.250) Penalty, see Section 113.999

**113.56 Application—Investigation—Fee.**

- (A) Applications for licenses shall be made in conformance with the provisions relating to licenses, shall specify the location of the proposed skating rink, and the person or organization sponsoring the same.
- (B) No license shall be issued to a person who is not a person of good moral character, nor to a corporation or organization which is not represented in the municipality by a person of good moral character.
- (C) It shall be the duty of the chief of police to make or cause to be made an investigation into the character of each applicant and report the results of the investigation to the city clerk.
- (D) The annual fee for public skating rinks shall be as provided in Section 113.02.

(‘68 Code, §§ 113.255 and 113.260) Penalty, see Section 113.999

**113.57 Premises.**

No person shall conduct a public skating rink in any hall or building which is not equipped with sufficient and adequate exits. No hall or building which is not provided with at least 2 exits of 4 feet or more in width shall be used for such purpose.

(‘68 Code, § 113.265) Penalty, see Section 113.999

***Article 7. Rebound Tumbling Centers***

**113.65 Definitions.**

For purposes of this chapter the following words and phrases shall have the following meanings ascribed to them respectively.

~~(A) "Rebound tumbling center." Any business, establishment, or place where rebound tumbling equipment is provided or maintained for public use or where a fee is charged for the use of such equipment.~~

~~(B) "Rebound tumbling equipment." Any device or apparatus designed to provide resilience by virtue of its own elasticity or that provided by elastic or spring suspension or support to be used for jumping, bouncing, or acrobatic tumbling.~~

~~(68 Code, § 113.300)~~

#### **113.66 License required.**

~~(A) No person shall establish, conduct, or operate a rebound tumbling center in the city without having obtained a permit therefor, or in violation of the provisions of Sections 113.65 through 113.76. Application for a license shall be in compliance with the general ordinance provision relating to licenses.~~

~~(B) The annual fee for a license shall be \$25.~~

~~(68 Code, § 113.305) Penalty, see Section 113.999~~

#### **113.67 Equipment.**

~~(A) All rebound equipment in such place shall be maintained in good condition safe for the purpose for which it is intended. Each unit shall be placed so that there is 3 feet between the sides of the unit and any other unit or the nearest fence or wall and 5 feet between the end of the unit and the nearest other unit, fence, or wall.~~

~~(B) Pits for units shall be of a depth of not less than 3 feet nor more than 4 feet at the center and they shall be solidly framed.~~

~~(C) The frame of such equipment shall be padded with pads 2 inches thick filled with cotton linters or similar pads with equal resiliency.~~

~~(68 Code, § 113.310) Penalty, see Section 113.999~~

#### **113.68 Patrons under the influence of alcohol—Dangerous activities.**

~~(A) No person under the influence of alcohol shall use such equipment. No person shall permit such person to use any equipment.~~

~~(B) The person in charge of any center may at any time request a patron to cease any activity which is unduly dangerous to the patron or others; and may, upon refund of the fee paid, if any, cause the person to leave the premises upon failure to comply with the request.~~

~~(68 Code, § 113.315) Penalty, see Section 113.999~~

#### **113.69 Supervision required.**

~~At all times while an establishment is open to the public or is in use, there shall be one responsible adult for each eight units or fraction thereof in operation to supervise and enforce the regulations applicable to such use.~~

~~(68 Code, § 113.320) Penalty, see Section 113.999~~

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**113.70 Accidents to be reported.**

Every mishap resulting in injury to any person from the use of the equipment shall be promptly reported to the chief of police. There shall be maintained on the premises a first aid kit of at least 16 units as defined in the first aid manual of the American Red Cross.

(68 Code, § 113.325) Penalty, see Section 113.999

**113.71 Disturbing the peace—Noise.**

(A) It shall be unlawful to permit or cause any noise in a rebound tumbling center so loud or of such a nature as to disturb the peace.

(B) The operation of any amplifier on the premises shall comply with the general ordinance provisions relating to such devices.

(68 Code, § 113.330) Penalty, see Section 113.999

**113.73 Sanitary facilities.**

No rebound tumbling center shall be operated unless there are on the premises separate toilet accommodations for men and women and drinking water facilities complying with the general ordinances.

(68 Code, § 113.340) Penalty, see Section 113.999

**113.74 Public amusement regulations to apply.**

A rebound tumbling center shall be considered as a place of public amusement or entertainment and shall be subject to all general ordinances relating thereto.

(68 Code, § 113.345) Penalty, see Section 113.999

**113.75 Inspection.**

The building inspector shall make or cause to be made such inspections as are necessary to insure enforcement of the provisions of this chapter.

(68 Code, § 113.350) Penalty, see Section 113.999

**113.76 Liability insurance.**

No center shall be operated unless there is in force a public liability insurance policy to cover any injury suffered as a result of the use of the equipment or the operation of the center in the amount of \$50,000 for any one occurrence and \$25,000 for injury to any one person.

(68 Code, § 113.355) Penalty, see Section 113.999

***Article 8. Musical Entertainment***

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### **113.80 License required.**

Any public place, excluding churches and not for profit events, kept, used, maintained, advertised and held out in the public as a restaurant, eating place tavern or any public place where there is music, whether instrumental or by mechanical reproduction in the place, or where there is vocal music, shall be required to have a license as hereafter provided.

- (A) In the case where there is music by mechanical reproduction, an application shall be made as provided in Section 113.81 and the license fee as provided in that section shall be paid. For the purpose of this paragraph, and the fees to be assessed, the mechanical reproduction of music is intended to cover coin-operated machines and jukeboxes, but excludes music where a person or disc jockey is involved.
- (B) Where there is instrumental or vocal music, an application shall be made as provided in Section 113.81 and the license fee as provided in that section shall be paid. For the purpose of this paragraph, and the fees to be assessed, the instrumental or vocal music is intended to include music where a person or disc jockey is involved.
- (C) Any premises upon which alcoholic liquor is sold or offered for sale shall be required to state and disclose on the application for the liquor license that instrumental, mechanical, or vocal music shall be presented on the licensed premises and, in addition, shall state the type and nature of the instrumental, vocal, or mechanical music. The issuance of a license, as provided under this section, to any holder of a retail liquor dealer's license shall be issued at the sole discretion of the liquor commissioner of the city. If he determines that such a license is to be issued he shall so indicate in writing. Any retail liquor license shall on the face thereof indicate whether instrumental, vocal, or mechanical music is permitted.
- (D) No license for instrumental or vocal music shall be valid except between the following hours:
  - (1) Sunday through Thursday—12:00 noon to 12:30 a.m. the following day.
  - (2) Friday and Saturday—12:00 noon to 1:30 a.m. the following day.

(68 Code, § 113.400; Am. Ord. 688, passed 4-6-76; Am. Ord. 736, passed 10-3-78; Am. Ord. 87-7, passed 3-15-83; Am. Ord. 1010, passed 5-19-87; Am. Ord. 1017, passed 9-15-87; Am. Ord. 1034, passed 4-19-88; Am. Ord. 1572, passed 7-15-03) Penalty, see Section 113.999

### **113.81 Application for license—Fee.**

- (A) An application for a license permitting mechanical reproduction of music shall be made to the mayor and, on his approval of the application, a license shall be issued and shall permit music in the place. The annual fee for the license shall be \$100, payable in advance in two installments of \$50 each. The first installment will be due and payable with the application for license and the second installment shall be due and payable six months thereafter. The failure to pay any license fee shall be automatic cause for revocation thereof.
- (B) An application for a license for instrumental or vocal music shall be made to the mayor and, on his approval of the application, a license shall be issued and shall permit instrumental or vocal music in the place. The annual fee for the license shall be \$250, payable in advance in two installments of \$125 each. The first installment will be due and payable with the application for license and the second installment shall be due and payable six months thereafter. The failure to pay any license fee shall be cause for automatic revocation thereof.

(68 Code, § 113.405; Am. Ord. 688, passed 4-6-76; Am. Ord. 973, passed 4-22-86; Am. Ord. 1034, passed 4-19-88) Penalty, see Section 113.999

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**113.82 Place to be kept in clean condition.**

Every public place where music is furnished shall be kept in a clean and sanitary condition for the health, safety, and comfort of its patrons and shall provide adequate ventilation to afford clean, fresh air to its patrons at all times.

(68 Code, § 113.410) Penalty, see Section 113.999

**113.83 Fire exits.**

Every public place where music is furnished shall provide adequate exits in case of fire and shall at all times keep the exits free and unobstructed.

(68 Code, § 113.415) Penalty, see Section 113.999

*Cross-reference: Fire prevention code, see Ch. 93.*

**113.84 Inspection for fire hazards.**

Places from time to time shall be inspected by the fire marshal or the chief of police who shall immediately report to the city council any conditions on the premises which render the same hazardous in case of fire. The council shall thereupon by appropriate resolution fix requirements necessary to remove the hazard. The requirements shall immediately be communicated to and carried out by the licensee.

(68 Code, § 113.420) Penalty, see 113.999

*Cross-reference: Fire prevention code, see Ch. 93.*

***Article 9. Amusement Centers***

**113.90 License required.**

No person, firm, or corporation shall establish, conduct or operate an amusement center as hereinafter defined in the city without having obtained a license therefor. Application for such license shall be in compliance with the general ordinance provisions relating to licenses.

(Ord. 725, passed 4-18-78; Am. Ord. 841, passed 12-15-81) Penalty, see Section 113.999

**113.91 Definitions.**

For the purpose of Sections 113.90 through 113.98 the following definitions shall apply unless the context clearly indicates or requires a different meaning:

"Amusement center." A place or establishment where a pool table, ping-pong table, or amusement device is provided for use by customers and patrons thereof.

"Amusement device." Any type of manual, electronic, or mechanical game or machine operated as a game or contest of skill or for amusement.

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"School" or "schools." For the purpose of this subchapter, the definition of school or schools shall be the same as that defined in S.H.A. Ch. 122, Section 1-2, which operate within the confines of the Wilmington Community Unit District 209-U.

(Ord. 725, passed 4-18-78; Am. Ord. 841, passed 12-15-81; Am. Ord. 853, passed 5-4-82)

### **113.93 Inspection.**

The chief of police, any police officer, the mayor, or any person duly authorized by him shall have full and free access to the licensed premises at any time for the purpose of inspecting the same.

(Ord. 725, passed 4-18-78; Am. Ord. 841, passed 12-15-81) Penalty, see Section 113.999

### **113.94 Prohibited uses.**

- (A) No spirituous, malt liquors or other alcoholic beverages of any kind or description shall be kept, sold, used, consumed, or permitted on the licensed premises, except in those places that are also licensed under provisions of Chapter 112 of this code.
- (B) With the exception of video gaming for which a licensed entity has obtained a license pursuant to the Video Gaming Act, no gambling or wagering shall be permitted on the licensed premises. Nothing in Sections 113.90 through 113.98 shall be construed to authorize, permit, or license any gambling device of any nature whatsoever, nor shall anything in said sections be construed as prohibiting video gaming licensed pursuant to the Video Gaming Act.
- (C) No indecent show or other illegal or unlawful activity shall be permitted on the premises. (Ord. 725, passed 4-18-78; Am. Ord. 841, passed 12-15-81; Ord. 12-06-05-01, § 1, passed 6-5-12) Penalty, see Section 113.999

### **113.95 Hours of operation.**

- (A) No amusement located in any establishment or place licensed to serve alcoholic liquor pursuant to Chapter 112 of this code shall be open or allow any person to operate or use a pool table, a ping-pong table, or an amusement device during the hours during which sales of alcoholic liquor are prohibited as provided in Section 112.23.
- (B) No amusement center shall allow a person of less than 17 years of age to be present on the premises or operate a pool table, a ping-pong table, or an amusement device during the curfew hours specified in Section 132.12.
- (C) No amusement center shall allow a person of less than 16 years of age to be present on the premises or operate a pool table, a ping-pong table, or an amusement device between the hours of 8:00 a.m. and 3:00 p.m. on any day in which any public, parochial, or private school is in session.

(Ord. 725, passed 4-18-78; Am. Ord. 841, passed 12-15-81) Penalty, see Section 113.999

### **113.96 Supervision required.**

At all times an amusement center is open or in use there shall be one responsible person of at least 18 years of age to supervise and enforce the regulations applicable to such use.

(Ord. 725, passed 4-18-78; Am. Ord. 841, passed 12-15-81) Penalty, see Section 113.999

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**113.98 Revocation.**

In addition to any penalty imposed, the mayor or council may revoke the license for any violation of Sections 113.90 through 113.97 or of any ordinance pertaining to the conduct of such a business.

(Ord. 725, passed 4-18-78; Am. Ord. 841, passed 12-15-81)

Commented [BD3]: Remove Article 1-9

**Article 10. Video Gaming**

**113.100 Definitions.**

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Licensed establishment" means any licensed retail establishment where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises, whether the establishment operates on a nonprofit or for-profit basis. "Licensed establishment" includes any such establishment that has a contractual relationship with an inter-track wagering location licensee licensed under the Illinois Horse Racing Act of 1975, provided any contractual relationship shall not include any transfer or offer of revenue from the operation of video gaming under this Act to any licensee licensed under the Illinois Horse Racing Act of 1975. Provided, however, that the licensed establishment that has such a contractual relationship with an inter-track wagering location licensee may not, itself, be (i) an inter-track wagering location licensee, (ii) the corporate parent or subsidiary of any licensee licensed under the Illinois Horse Racing Act of 1975, or (iii) the corporate subsidiary of a corporation that is also the corporate parent or subsidiary of any licensee licensed under the Illinois Horse Racing Act of 1975. "Licensed establishment" does not include a facility operated by an organization licensee, an inter-track wagering licensee, or an inter-track wagering location licensee licensed under the Illinois Horse Racing Act of 1975 or a riverboat licensed under the Illinois Gambling Act, except as provided in this paragraph. The changes made to this definition by Public Act 98-587 are declarative of existing law.

"Licensed truck stop establishment" means a facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

"Licensed large truck stop establishment" means a facility located within 3 road miles from a freeway interchange, as measured in accordance with the Department of Transportation's rules regarding the criteria for the installation of business signs: (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 50,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 50,000 gallons per month.

"Video gaming terminal" means any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including, but not limited to, video poker, line up, and blackjack, as authorized by the board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

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(Supp. No. 2022, S-115)

## Chapter 114 FACTORIES—FOREIGN INSURANCE COMPANIES

Commented [BD5]: Remove Chapter 114

### Sections:

### Article 1. Factories and Slaughterhouses

#### 114.01 License required.

No person shall maintain or operate any rendery, tallow chandlery, soap factory, glue factory, tannery, packing plant, or slaughterhouse within the city limits or within one mile thereof without having secured a license as provided herein.

(68 Code, § 114.001) Penalty, see § 114.99

#### 114.02 Applications—Fees.

(A) Applications for licenses shall be made in writing to the clerk, subject to the general ordinance provisions relating to licenses.

(B) The annual fee for licenses shall be \$50.

(68 Code, §§ 114.005 and 114.010)

#### 114.03 Frontage consents.

(A) No person, firm, or corporation shall locate, build, construct, operate, or maintain any establishment named in Section 114.01 in any block in the city where a majority of the houses abutting on both sides of the street in the block are used exclusively for residence purposes, without having secured the written consent of the owners of a majority of the frontage abutting on the street on both sides within the block.

(B) The term "block" as used in this section includes that portion of the street between the 2 intersections with other public streets nearest the specified location on each side. However, if on either or both sides of the location there is no such intersection within 300 feet of the center of the specified location, the block shall be considered as terminating at a point 300 feet from the center.

(C) The term "street" as used in this section includes such highways as have been dedicated by either common law or statutory dedication as public streets and are actually in use as such. The term shall not be construed to include or mean service highways which are commonly known as alleys.

(68 Code, § 114.015) Penalty, see Section 114.99

#### 114.04 Zoning.

The provisions of Sections 114.01 through 114.04 shall not be construed to permit the establishment of any factory or place of business in any location where the factory or place of business is prohibited by the zoning code.

(68 Code, § 114.020) Penalty, see Section 114.99

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Cross-reference: Zoning code, see Ch. 150.

## **Article 2. Foreign Fire Insurance Companies**

### **114.10 License required.**

It shall be unlawful for any corporation or association not incorporated under the laws of the State of Illinois to engage in effecting fire insurance in the city or to transact any business of fire insurance in the city without fully complying with the provisions of Sections 114.10 through 114.13.

(68 Code, § 114.050) Penalty, see Section 114.99

### **114.11 Fees.**

Such corporation or association shall pay to the treasurer for the maintenance, use, and benefit of the fire department pension fund a sum of money equal to 2% of the gross receipts received each year for premiums by any and all agents of any corporation or association or received as premiums in any way for fire insurance policies on any property in this city. The payments shall be made for the year ending July 1 of each year.

(68 Code, § 114.055) Penalty, see Section 114.99

Cross-reference: Fire insurance fund, see Section 32.32.

### **114.12 Reports.**

Every person acting as representative for or on behalf of such company or association shall on or before July 15 of each year render to the treasurer a full, true, and just account, verified by his oath, of all premiums on fire insurance policies which have been received by him on behalf of the company during the year ending the preceding July 1.

(68 Code, § 114.060) Penalty, see Section 114.99

### **114.13 Time of payment.**

All payments under the provisions of Sections 114.10 through 114.13 shall be made on or before July 15 following the termination of the year from which the payments are due.

(68 Code, § 114.065) Penalty, see Section 114.99

### **114.99 Penalty.**

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which violations occurs or continues.

(Ord. 1574, passed 7-15-03)

## Chapter 115 FOOD DEALERS

### Sections:

### **Article 1. General Provisions**

Commented [BD6]: Removal of Article 1-4

#### **115.01 Definitions.**

For purposes of this chapter the following words and phrases shall have the following meanings ascribed to them respectively:

- (A) "Bakery." Any place or establishment used for any process of mixing, compounding, or baking, for sale or the purpose of a restaurant, bakery, or hotel, any bread, biscuits, pretzels, crackers, buns, rolls, macaroni, cake, pies, or any food product of which flour or meal is the principal ingredient shall be deemed a bakery for the purpose of this chapter. Restaurant kitchen stoves or ranges, and kitchens or rooms in dwellings where any of these food products are mixed and baked in an ordinary kitchen stove or range shall not be considered to be bakeries.
- (B) "Employee." Any person who handles food or drink during preparation or serving, who comes in contact with any eating or cooking utensils or who is employed at any time in a room in which food or drink is prepared or served.
- (C) "Food dealer." Every person, firm, or corporation engaged in conducting or operating any of the following businesses:
  - (1) Fruit store or establishment for the retail sale of fresh fruits or berries;
  - (2) Grocery store or establishment for the sale at retail of butter, cheese, vegetables, or other provisions;
  - (2) Ice cream parlor;
  - (4) Meat market or establishment for the retail sale of fresh meat, poultry, or fish;
  - (5) Retail beverage store or establishment for the sale at retail of any malted, cereal, or vinous nonintoxicating beverages as defined by law; or
  - (6) Bakery.
- (D) "Health officer." The Will County health department or its designated representatives.
- (E) "Itinerant restaurant." One operating for a temporary period in connection with a fair, carnival, circus, public exhibition, or other similar gathering.
- (F) "Restaurant." Restaurant, coffee shop, cafeteria, short order cafe, luncheonette, tavern, sandwich stand, soda fountain, and all other public eating and drinking establishments as well as all kitchens in which food and drink are prepared for sale to the public.
- (G) "Utensils." Any kitchenware, tableware, glassware, cutlery, utensils, containers, or other equipment with which food or drink comes in contact during storage, preparation, or serving.

(68 Code, §§ 115.001, 115.100, 115.300; Am. Ord. 956, passed 11-19-85)

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### **115.02 License required.**

(A) It shall be unlawful for any food dealer to engage in or do business in the city without having secured a license therefor. Applications for licenses shall be made in compliance with the general provisions of this code relating thereto, and shall state the kind of food intended to be sold or handled.

(B) The annual fee for licenses shall be as follows:

(1) Fruit store; \$30.

(2) Grocery store; \$50.

(3) Ice cream parlor; \$30.

(4) Meat market or establishment for the retail sale of fresh meat, poultry, or fish; \$30.

(5) Retail beverage store or establishment for the sale at retail of any malted, cereal, or vinous nonintoxicating beverage as defined by law; \$30.

{68 Code, § 115.005; Am. Ord. 975, passed 4-22-86; Am. Ord. 1002, passed 4-21-87}

### **115.03 Revocation.**

Any food dealer's license may be revoked by the city council for any violation of the provisions of this chapter or for any violations of any other ordinance provisions relating to the conduct of the business, the condition of the premises, or the license.

{68 Code, § 115.010} Penalty, see Section 115.99

### **115.04 Unwholesome food.**

(A) No person, firm, or corporation shall sell, offer for sale, or keep for the purpose of selling or offering for sale any food of any kind which is spoiled or tainted or is unwholesome and unfit for human consumption for any reason.

(B) All tainted or unwholesome food intended for human consumption may be condemned by the Board of Health and shall thereupon be seized and destroyed by the Board of Health or any police officer of the city.

{68 Code, § 115.015} Penalty, see Section 115.99

### **115.05 Adulteration.**

No person shall sell, offer for sale, or keep for such purposes, any food or drink intended for human consumption which has been adulterated by any material harmful in any way or which does not comply with the state statutes governing the same.

{68 Code, § 115.020} Penalty, see Section 115.99

### **115.06 Sanitary regulations.**

Premises used for the sale or storage of food intended for human consumption must be kept in a clean and sanitary condition. It shall be unlawful to permit any accumulation of refuse or waste of any kind thereon for more

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than 24 hours. It shall be unlawful to permit any decaying animal or plant matter or waste to remain on any such premises at all.

('68 Code, § 115.025) Penalty, see Section 115.99

#### **115.07 Inspections.**

The health officer shall inspect or cause to be inspected every place, building, or establishment used for the storage, handling, sale, or preparation of food or drink intended for human consumption. It shall be the duty of every food dealer to give to the health officer samples of each food or drink necessary for the purpose of making an analysis of the same to determine whether it is clean and wholesome.

('68 Code, § 115.030) Penalty, see Section 115.99

Cross-reference: Health officer, see Sections 32.50 through 32.53.

#### **115.08 Application for license.**

All applications for a license to conduct a business connected with the storage, handling, sale, or preparation of food or drink intended for human consumption shall be referred by the clerk to the health officer for investigation before a license shall be issued. The health officer shall inspect or cause to be inspected the premises used or intended to be used and shall report thereon, recommending or advising against the issuance of the license.

('68 Code, § 115.035) Penalty, see Section 115.99

#### **115.09 Flies and vermin.**

Premises used for the storage of food intended for human consumption shall be kept free from flies and vermin of all kinds.

('68 Code, § 115.040) Penalty, see Section 115.99

#### **115.10 Employees.**

All persons engaged in handling or coming in contact with food intended for human consumption shall keep themselves clean and shall keep their clothes clean. It shall be unlawful to permit any person afflicted with a contagious or venereal disease to handle any food intended for sale for human consumption.

('68 Code, § 115.045) Penalty, see Section 115.99

### **Article 2, Reserved<sup>2</sup>**

#### **115.15—115.20, Reserved.**

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<sup>2</sup>Editor's note(s)—Ord. No. 15-04-21-01, § 2, adopted April 21, 2015, repealed Art. 2, which pertained to food deliveries and derived from '68 Code, §§ 115.050—115.075 and Ord. 916, passed May 15, 1984.



### **Article 3. Bakeries**

#### **115.25 License required—Revocation.**

(A) No person shall conduct or operate a bakery in the city without having obtained a license therefor.

(B) Applications for licenses shall be referred to the health officer for such inspections as may be necessary to see that the provisions of Sections 115.25 through 115.37 are complied with.

(‘68 Code, § 115.105) Penalty, see Section 115.99

Cross-reference: Health officer, see Sections 32.50 through 32.53.

#### **115.26 Fee.**

The annual fee for licenses shall be \$30.

(‘68 Code, § 115.110; Am. Ord. 975, passed 4-22-86) Penalty, see Section 115.99

#### **115.27 Sanitary regulations.**

Every place used as a bakery shall be kept in a clean and sanitary condition. All parts of the bakery shall be adequately lighted at all times and shall be ventilated by means of windows, skylights, airshafts, ducts, or mechanical apparatus if necessary, to insure a free circulation of fresh air at all times. The ventilation construction and equipment shall be of such character that a complete change of air in all parts of the bakery may be made at least four times each hour. However, it shall not be necessary to ventilate at such times or in such manner that the process of mixing or raising dough shall of necessity be interfered with or prevented.

(‘68 Code, § 115.115) Penalty, see Section 115.99

#### **115.28 Floors.**

The floor of every place used as a bakery, if below street level, shall be constructed of concrete, cement, asphalt, or other impervious material of tile laid on cement. The floor may, if desired, be covered with a hardwood floor having tight joints or may be of any impervious material, as above provided.

(‘68 Code, § 115.120) Penalty, see Section 115.99

#### **115.29 Flies, rodents, and vermin.**

Every place used as a bakery shall be kept free from flies, rodents, and vermin of all kinds.

(‘68 Code, § 115.125) Penalty, see Section 115.99

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### **115.30 Sleeping facilities.**

No person shall sleep and no sleeping accommodations shall be maintained in any bakery, or in the rooms where flour or meal used in connection therewith or the food products made therein are handled or stored.

(68 Code, § 115.130) Penalty, see Section 115.99

### **115.31 Animals.**

No animals, except cats, shall be permitted in a bakery or where flour or meal is stored in connection therewith. Suitable provision shall be made to prevent nuisances from the presence of cats.

(68 Code, § 115.135) Penalty, see Section 115.99

### **115.32 Wearing apparel.**

All workmen and employees while engaged in the manufacture or handling of bakery products in a bakery shall provide themselves with slippers or shoes and a suit of washable material which shall be used for that purpose only. These garments shall be kept clean at all times.

(68 Code, § 115.140) Penalty, see Section 115.99

### **115.33 Expectoring.**

No person shall expectorate on the floor, walls or furniture of any bakery. Cuspidors sufficient in number to supply the need therefor shall be provided in every bakery and shall be cleaned daily.

(68 Code, § 115.145) Penalty, see Section 115.99

### **115.34 Tobacco.**

The use of tobacco in any form in a bakery is prohibited. Notices to this effect shall be placed in a prominent place in every bakery by the proprietor thereof. The absence of such notice shall not excuse any person for a violation of this provision.

(68 Code, § 115.150) Penalty, see Section 115.99

### **115.35 Storage of materials.**

All rooms for the storage of flour or meal for use in connection with any bakery shall be dry and well-ventilated. Every bakery and room used for the storage of materials and food products in connection therewith shall be arranged so that the shelves, cupboards, trays, troughs, bins, cases, and all other appliances for handling and storing the same can be easily removed and cleaned.

(68 Code, § 115.155) Penalty, see Section 115.99

### **115.36 Labels on bread.**

Each loaf of bread sold or offered for sale at retail shall bear a tag showing the true weight of the loaf.

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(‘68 Code, § 115.160) Penalty, see Section 115.99

#### **115.37 Inspections.**

It shall be the duty of the health officer to make or cause to be made such inspections as may be necessary to insure that the provisions of Sections 115.25 through 115.37 are fully complied with.

(‘68 Code, § 115.165) Penalty, see Section 115.99

Cross-reference: Health officer; see Sections 32.50 through 32.53

### **Article 4. Restaurants**

#### **115.60 License—Revocation.**

(A) No person shall operate a restaurant in the city if he does not possess an unrevoked license from the city and if the permit is not posted in a conspicuous place in the place of business. Only persons who comply with the requirements of Sections 115.60 through 115.70 shall be entitled to receive and retain such license. The fee for the license shall be \$50 per year.

(B) The license may be suspended by the health officer or revoked after an opportunity for a hearing by the health officer on the violation by the holder of any of the terms of Sections 115.60 through 115.70.

(‘68 Code, § 115.305; Am. Ord. 956, passed 11-19-85; Am. Ord. 974, passed 4-22-86) Penalty, see Section 115.99

#### **115.61 Placarding or public display of grade notice.**

Every restaurant shall display at all times in a place designated by the health officer a notice approved by the health officer stating the grade of the establishment.

(‘68 Code, § 115.310) Penalty, see Section 115.99

#### **115.62 Examination and condemnation of unwholesome or adulterated food or drink.**

Samples of food and drink may be taken and examined by the health officer as often as he deems necessary for the detection of unwholesomeness or adulteration. The health officer may condemn and forbid the sale of or cause to be removed or destroyed any food or drink which he deems unwholesome or adulterated.

(‘68 Code, § 115.315) Penalty, see Section 115.99

#### **115.63 Inspection of restaurants.**

(A) At least once every six months the health officer shall inspect every restaurant located within the city. In case the health officer discovers the violation of any item of sanitation required for the grade then held, he shall make a second inspection after the lapse of such time as he deems necessary for the defect to be remedied. The second inspection shall be used in determining compliance with the grade requirements of this chapter. Any violation of the same item of this chapter on two consecutive inspections shall call for immediate degrading or suspension of license.

(B) One copy of the inspection report shall be posted by the health officer upon an inside wall of the restaurant. The inspection report shall not be defaced or removed by any person except the health officer. Another copy of the inspection report shall be filed with the records of the health department.

(C) In addition to the posting of the copy of the inspection report, there shall also be posted in the window or on the exterior of the door of the restaurant a placard:

This will certify that

(Insert name of restaurant)

located at

(Insert address of restaurant)

has complied with the City of Wilmington's standards for a grade

(Insert grade)

restaurant.

City Health Officer

(68 Code, § 115.320) Penalty, see Section 115.99

#### 115.64 Grading of restaurants.

The grading of all restaurants shall be based on the following standards:

(A) Sanitation requirements for grade A restaurants. All grade A restaurants shall comply with all of the following items of sanitation:

- (1) Floors. The floors of all rooms in which food or drink is stored, prepared, or served, or in which utensils are washed, shall be of such construction as to be easily cleaned, shall be smooth, and shall be kept clean and in good repair.
- (2) Walls and ceilings. Walls and ceilings of all rooms shall be kept clean and in good repair. All walls and ceilings of rooms in which food or drink is stored or prepared shall be finished in light color. The walls of all rooms in which food or drink is prepared or utensils are washed shall have a smooth, washable surface up to the level reached by splash or spray.
- (3) Doors and windows. When flies are prevalent all openings into the outer air shall be effectively screened and doors shall be self-closing, unless other effective means are provided to prevent the entrance of flies.
- (4) Lighting. All rooms in which food or drink is stored or prepared or in which utensils are washed shall be well-lighted.
- (5) Ventilation. All rooms in which food or drink is stored, prepared, or served, or in which utensils are washed shall be well-ventilated.
- (6) Toilet facilities. Every restaurant shall be provided with adequate and conveniently located toilet facilities for its employees, conforming with the ordinances of the city. In restaurants hereafter constructed toilet rooms shall not open directly into any room in which food, drink, or utensils are handled or stored. The doors of all toilet rooms shall be self-closing. Toilet rooms shall be

kept in a clean condition, in good repair and shall be well-lighted and well-ventilated. Handwashing signs shall be posted in each toilet room used by employees. In case privies or earth closets are permitted and used, they shall be separate from the restaurant building, and shall be of a sanitary type constructed and operated in conformity with the standards of the State Board of Health.

- (7) Water supply. The water supply shall be easily accessible to all rooms in which food is prepared or utensils are washed. It shall be adequate and of safe, sanitary quality.
- (8) Lavatory facilities. Adequate and convenient hand-washing facilities shall be provided including warm water, soap, and approved sanitary towels. The use of a common towel is prohibited. No employee shall resume work after using the toilet rooms without washing his hands.
- (9) Construction of utensils and equipment. All multi-use utensils and all show and display cases or windows, counters, shelves, tables, refrigerating equipment, sinks, and other equipment or utensils used in connection with the operation of a restaurant shall be so constructed as to be easily cleaned. They shall be kept in good repair.
- (10) Cleaning and bactericidal treatment of utensils and equipment.
  - (a) All equipment including display cases or windows, counters, shelves, tables, refrigerators, stoves, hoods, and sinks, shall be kept clean and free from dust, dirt, insects, and other contaminating material. All cloths used by waiters, chefs, and other employees shall be clean. Single-service containers shall be used only once.
  - (b) All multi-use eating and drinking utensils shall be thoroughly cleaned and effectively subjected to an approved bactericidal process after each usage. All multi-use utensils used in the preparation or serving of food and drink shall be thoroughly cleaned and effectively subjected to an approved bactericidal process immediately following the day's operation. Drying cloths, if used, shall be clean and shall be used for no other purpose.
- (11) Storage and handling of utensils and equipment. After bactericidal treatment no utensil shall be stored except in a clean dry place protected from flies, dust, or other contamination and no utensil shall be handled except in a manner to prevent contamination as far as practicable. Single-service utensils shall be purchased only in sanitary containers, shall be stored therein in a clean dry place until used, and shall be handled in a sanitary manner.
- (12) Disposal of wastes. All wastes shall be properly disposed of and all garbage and trash shall be kept in suitable receptacles in such manner as not to become a nuisance.
- (13) Refrigeration. All readily perishable food or drink shall be kept at or below 50° F. except when being prepared or served. Waste water from refrigeration equipment shall be properly disposed of.
- (14) Wholesomeness of food and drink. All food and drink shall be wholesome and free from spoilage. All milk, fluid-milk products, ice cream, and other frozen desserts served shall be from sources approved by the health officer. Milk and fluid-milk products shall be served in the original containers in which they were received from the distributor or from a bulk container equipped with an approved dispensing device. This requirement shall not apply to cream, which may be served from the original bottle or from a dispenser approved for such services. All oysters, clams, and mussels shall be from approved sources.
- (15) Storage and display of food and drink. All food and drink shall be stored and displayed to be protected from dust, flies, vermin, unnecessary handling, droplet infection, overhead leakage, and other contamination. No animals or fowls shall be kept or allowed in any room in which food or drink is prepared or stored. All means necessary for the elimination of flies shall be used.

(16) Cleanliness of employees. All employees shall wear clean outer garments and shall keep their hands clean at all times while engaged in handling food, drink, utensils, or equipment.

(17) Miscellaneous. The premises of all restaurants shall be kept clean and free of litter or rubbish. None of the operations connected with a restaurant shall be conducted in any room used as living or sleeping quarters. Adequate lockers or dressing rooms shall be provided for employees' clothing and shall be kept clean. Soiled linens, coats, and aprons shall be kept in containers provided for this purpose.

(B) Grade B restaurants. Grade B restaurants are those which fail to comply with items 1, 2, 4, 5, or 17 of (A) above but which conform with all other items of sanitation required for grade A restaurants.

(C) Grade C restaurants. Grade C restaurants are those which fail to comply with either the grade A or the grade B requirements.

(D) Itinerant restaurants. Itinerant restaurants shall be constructed and operated in a manner approved by the health officer.

(68 Code, § 115.325) Penalty, see Section 115.99

#### **115.65 Grades of restaurants which may operate.**

(A) No restaurant shall be operated within the city or its police jurisdiction, unless it conforms with the grade A or grade B or approved itinerant restaurant requirements of this article. When any restaurant fails to qualify for any of these grades, the health officer is authorized to revoke the license or, in lieu thereof, to degrade the restaurant and permit its operation during a temporary period not exceeding 30 days.

(B) Any restaurant designated grade C shall be permitted to operate under that grading for a period of 30 days only. At the expiration of the 30-day period the restaurant shall be reinspected. If upon reinspection the restaurant has not qualified for an A or B grade, then its license or permit shall thereupon be immediately revoked and it shall immediately cease to operate within the city.

(68 Code, § 115.330) Penalty, see Section 115.99

#### **115.66 Reinstatement of permit—Supplementary regrading.**

(A) Any restaurant, the grade of which has been lowered and for which all grade displays have been changed or the permit of which has been suspended, may at any time make application for regrading or the reinstatement of the permit.

(B) Within one week after the receipt of a satisfactory application accompanied by a statement signed by the applicant to the effect that the violated item or items of the specifications have been conformed with, the health officer shall make a reinspection and thereafter as many additional reinspections as he may deem necessary to assure himself that the applicant is again complying with the higher grade requirements. In case the findings indicate compliance, he shall award the higher grade or reinstate the permit.

(68 Code, § 115.335) Penalty, see Section 115.99

#### **115.67 Poisonous substances.**

No article, polish, or other substance containing any cyanide preparation or other poisonous material shall be used for the cleansing or polishing of utensils.

(68 Code, § 115.340) Penalty, see Section 115.99

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**115.68 Notification of disease.**

Notice shall be sent to the health officer immediately by the restaurant manager or by the employee concerned if he or any employee contracts any infectious, contagious, or communicable disease or has a fever, a skin eruption, a cough lasting more than 3 weeks, or any other suspicious symptom. It shall be the duty of any employee to notify the restaurant manager immediately when any of the aforementioned conditions exist. If neither the manager nor the employee concerned notifies the health officer immediately when any of the conditions exist, they shall be held jointly and severally to have violated this section. A placard containing this section shall be posted in all toilet rooms.

(68 Code, § 115.345) Penalty, see Section 115.99

**115.69 Procedure when infection suspected.**

When suspicion arises as to the possibility of the transmission of infection from any restaurant employee, the health officer is authorized to require any or all of the following measures:

- (A) The immediate exclusion of the employee from all restaurants;
- (B) The immediate closing of the restaurant concerned until in the opinion of the health officer no further danger of disease outbreak exists;
- (C) Adequate medical examinations of the employee and of his associates, with such laboratory examinations as may be indicated.

(68 Code, § 115.350) Penalty, see Section 115.99

**115.70 Enforcement.**

Sections 115.60 through 115.69 shall be enforced by the health officer of the city. If any provision of Sections 115.60 through 115.69 shall conflict with any law, rule, or regulation of the county health department or of the state, then such law, rule, or regulation shall control to the extent of such conflict.

(68 Code, § 115.355; Am. Ord. 956, passed 11-19-85) Penalty, see Section 115.99

**Article 5. Food Trucks**

**115.80 Definitions.**

For purposes of this article, the following terms shall have the meanings indicated:

"Food truck." Any trailer or motorized vehicle used for selling food or drink of any kind.

"Event." See Chapter 99, Event, for the definition of an event and for event approval.

"Owner." Any person, corporation, partnership, or any other entity that controls and/or operates a food truck, including but not limited to any individual applying for the food truck permit.

(Ord. 18-08-21-02, passed 8-21-18)

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### **115.81 Permit required.**

- A. All owners of food trucks that operate within the City of Wilmington must submit an application for a food truck permit to the city administrator. The application for a food truck permit must be made on a form made available at Wilmington City Hall.

(Ord. 18-08-21-02, passed 8-21-18)

### **115.82 Conditions of approval and operation.**

After submitting a completed application, if the owner and the food truck meet the conditions of approval and operation, the city of Wilmington will issue a food truck permit to operate. All permits to operate are conditional upon the owner and food truck remaining in compliance with all conditions of approval and operation and not violating any provisions of Section 115.86—Suspension or Revocation of license. Unless otherwise exempt, the individual applying for and who is issued the permit to operate is subject to the following conditions:

- A. All applicable fees shall be paid upon application for a permit.
- B. Food trucks shall not park in fire lanes, handicap parking spaces, or in any other location that will impede traffic flow or create unsafe conditions for pedestrians or motor vehicle traffic.
- C. Food trucks may not operate in a residential zoning district without a permit.
- D. Food trucks must comply with all noise regulations of the city.
- E. Food trucks must provide receptacles for refuse and properly dispose of all waste.
- F. The food truck's Illinois business tax (IBT) number shall be provided to the city of Wilmington accounting department upon application. The food truck's point of sale shall be noted as Wilmington for sales tax.
- G. Owners of food trucks must carry, at its own cost and expense, comprehensive and general liability and casualty insurance related to its operation within the city of Wilmington, including food service, restaurant operation, and vehicle operation, with minimum policy limits of one million dollars (\$1MM). A certificate of insurance must be provided upon application.
- H. Upon application to the city of Wilmington, owners of food trucks must provide proof of a presently valid and must maintain a valid mobile food vender operating permit and food establishment permit/license from the division of environmental health at the Will County Health Department, shall comply with the Will County food service and retail food store sanitation ordinances, and shall display its certifications and permits/licenses on the food truck in an area plainly visible to customers at all times during operation.
- I. Owners must at least annually pass a food establishment safety inspection by division of environmental health at the Will County Health Department.
- J. Owners must notify the city of Wilmington if the food truck fails to be certified, fails to be approved by, or fails an inspection from the division of environmental health at the Will County Health Department.
- K. Owners must maintain records of all inspections, permits, and certifications related to this article, records of sales, hours of operation, and any other operational related records.
- L. Owners must provide the city of Wilmington with all records required by this article, as requested.

(Ord. 18-08-21-02, passed 8-21-18; Am. Ord. 18-10-16-01, passed 10-16-18)

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(Supp. No. 2022, S-115)



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### 115.83 Permit Fees.

- A. Annual license (January 1 through December 31) - \$100.
- ~~B. Daily License - \$25.~~
- C. All fees required pursuant to this article shall be paid to the City of Wilmington prior to issuance of the permit.

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(Ord. 18-08-21-02, passed 8-21-18)

### 115.84 Exemptions.

- A. Food trucks may be exempt from permit fees under one or more conditions if the food truck is operating:
  - (1) The food truck is operating at an event, as defined under Chapter 99; or
  - (2) The food truck is operating under contract with one of the following:
    - (i) An educational institution and operating solely on the educational institution's property;
    - (ii) The City of Wilmington and operating solely on city property; or
    - (iii) An Illinois-registered not-for-profit organization.
- B. All food trucks, regardless of whether they meet one or more of the exceptions above, must apply for a permit.
- C. To apply for an exemption, the request must be made in writing to the city administrator and the exemption must be approved by a majority of the then existing corporate authorities at a city council meeting.

(Ord. 18-08-21-02, passed 8-21-18)

### 115.85 Denial of license.

An applicant may be denied a food truck license under any of the following conditions:

- A. The applicant failed to properly complete the permit application.
- B. The applicant failed to comply with Section 115.82 - Conditions of approval.
- C. The applicant violated any provision of this article.
- D. The applicant failed to qualify for any other license, permit, or certification required by this article.

(Ord. 18-08-21-02, passed 8-21-18)

### 115.86 Suspension or revocation of license.

The mayor of City of Wilmington may suspend or revoke any issued food truck license under any of the following conditions:

- A. The owner or food truck violated any provision of this article, or any ordinance, law, code, or regulation of the City of Wilmington, State of Illinois, or County of Will relating to public health, safety, or fire protection.
- B. The owner made a false material statement in the application.

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- C. The owner or food truck failed to comply with the terms or conditions of the permit issued pursuant to this article.
  - D. The property owner notifies the city in writing that the food truck no longer has permission to operate on the permitted property.

(Ord. 18-08-21-02, passed 8-21-18)

### 115.99 Penalty.

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

(Ord. 850, passed 4-6-82; Am. Ord. 956, passed 11-19-85; Ord. 1574, passed 7-15-03)

## Chapter 116 JUNK DEALERS

Commented [BD8]: Remove Chapter 116

### Sections:

#### 116.01 License required.

No person shall operate or carry on the business of junk dealer or keep any junk shop, store, or place for the purchase or sale of junk, rags, old rope, paper or bagging, old iron, brass, copper, or empty bottles without having obtained a license therefor as is hereinafter provided.

('68 Code, § 116.001) Penalty, see Section 116.99

#### 116.02 Applications.

Applications for licenses shall be made in conformance with the provisions of the ordinances relating to licenses.

('68 Code, § 116.005) Penalty, see Section 116.99

#### 116.03 Fee.

The fee to be paid for an annual license shall be \$100 and an additional fee of \$10 for each wagon used in the conduct of the business. However, a junk dealer not maintaining a store or yard in the city shall pay \$10 per vehicle used.

('68 Code, § 116.010) Penalty, see Section 116.99

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#### **116.04 Stolen goods.**

Every keeper of a junk shop who receives or is in possession of any goods, articles, or things of value which may have been lost or stolen shall upon demand produce the articles or things to any member of the police department for examination.

(‘68 Code, § 116.015) Penalty, see Section 116.99

#### **116.05 Vehicles.**

Every vehicle used by a junk dealer in the conduct of his business shall bear thereon in legible characters the name and address of the owner and proprietor thereof.

(‘68 Code, § 116.020) Penalty, see Section 116.99

#### **116.06 Location—Frontage consents.**

(A) No person, firm, or corporation shall locate, build, construct, operate, or maintain any junkyard in any block in the city where a majority of the houses abutting on both sides of the street in the block are used exclusively for residence purposes without having secured the written consent of the owners of a majority of the frontage abutting the street on both sides within the block.

(B) As used in this section the following definitions shall apply.

- (1) "Block." That portion of the street between the 2 intersections with other public streets nearest the specified location on each side. If, on either or both sides of the location there is no such intersection within 300 feet of the center of the specified location, the block shall be considered as terminating at a point 300 feet from the center.
- (2) "Street." Highways which have been dedicated by either common law or statutory dedication as public streets and which are actually in use as such; the term shall not be construed to include or mean service highways which are commonly known as alleys.

(‘69 Code, § 116.025) Penalty, see Section 116.99

#### **116.07 Zoning.**

The provisions of Sections 116.01 through 116.06 shall not be construed to permit the establishment of a junk yard or junk dealers in any location where the junk yard or junk dealers are prohibited in the zoning ordinances.

(Ord. 1603, passed 12-2-03) Penalty see Section 116.99

#### **116.99 Penalty.**

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

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### 121.12 Compliance with state and county requirements.

The operator of a tattoo establishment shall comply with all state and county health requirements applicable to such establishments, and if there is any conflict between the provisions of this chapter and such state or county requirements, the state or county requirements shall control.

(Ord. 960, passed 12-3-85) Penalty, see Section 121.99

### 121.13 Insurance requirements.

The operator shall keep and maintain malpractice insurance in an amount of at least \$1,000,000, and shall provide evidence of such insurance upon application for or renewal of each license.

(Ord. 960, passed 12-3-85) Penalty, see Section 121.99

### 121.99 Penalty.

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

(Ord. 960, passed 12-3-85; Ord. 1574, passed 7-15-03)

## Chapter 122 MISCELLANEOUS LICENSES

Commented [BD9]: Remove Chapter 122

### Sections:

#### 122.01 Service stations.

Any person, firm or corporation desiring to install, maintain or operate an automobile service station or self-service gas station in the city shall first make application therefor. Such application shall specify the location and ownership and shall be accompanied by the license fee. If a part of a station is to be a full service and a part to be self-service station, only one license fee shall be charged. If such service station has convenience food items for sale, the fee shall be an additional amount as specified in this chapter.

(Ord. 1002, passed 4-21-87)

#### 122.02 Fees.

The fee for a service station without convenience food items shall be \$25. The fee for a service station with convenience food items shall be \$50. For the purpose of Section 122.01 and this section, "convenience food items" excludes pop, candy and cigarette or tobacco items, but includes any place that sells any item of bread, milk, canned goods or other perishable or nonperishable food items.

(Ord. 1002, passed 4-21-87)

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**122.99 Penalty.**

Whoever violates any of the provisions of this chapter shall be fined not less than \$25 nor more than \$500, and a separate offense shall be deemed committed on each day that a violation occurs or continues.

{Ord. 1002, passed 4-21-87}

## Chapter 123 BUSINESS REGISTRATION

### Sections:

#### 123.01 Intent.

It is the intent of this chapter to require that all businesses register with the city. The intent of the business registration program is to provide the city with complete identifying information concerning businesses and their owners and the owners of the premises upon which the businesses are located in order to protect the business in case of emergency; and to protect the public or other businesses in case of complaints alleging code violations.

(Ord. 1508, passed 1-21-03)

#### 123.02 Definitions.

As used in this chapter, unless the context otherwise requires, the terms specified have the meanings ascribed to them.

- (A) "Business." A building, structure, area or premises, or a portion thereof, that the principal use of which is:
  - (1) The rendering of personal or material services for profit;
  - (2) The wholesale or retail sale or distribution of material goods or chattels for profit;
  - (3) The manufacture or sale of any item for profit; or
  - (4) The storing of personal or material goods, items or chattels for profit.
- (B) "City." The city of Wilmington.
- (C) "Code." The city of Wilmington Code of Ordinances.
- (D) "Owner." Any person, individual, firm, association, partnership, corporation, trust or any other legal entity having sufficient proprietary interest to maintain and manage its operation.
- (E) "Person." An individual, firm, association, partnership, corporation, trust or any other legal entity.

(Ord. 1508, passed 1-21-03)

#### 123.03 Registration application.

- (A) Registration applications shall be made to the city in writing on the form provided for that purpose. Each application shall contain the minimum:
  - (1) Business name;
  - (2) A description of the type of business;

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(Supp. No. 2022, S-115)

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- (3) The location or proposed location of the business;
  - (4) Business telephone numbers; and
  - (5) Business owner.
- (B) Any person desiring to operate a business shall file an application with the city not less than two business days prior to the time said person desires to commence the business operation. Thereafter, a renewal application shall be filed for each subsequent year.

(Ord. 1508, passed 1-21-03; Am. Ord. 06-03-21-06, passed 3-21-06)

### 123.04 Forms.

Forms for business registrations, and applications therefor, shall be prepared and kept on file by the city clerk.

(Ord. 1508, passed 1-21-03)

### 123.05 Signatures.

Each new business registration issued shall bear the signatures of the city clerk and mayor and/or zoning officer.

(Ord. 1508, passed 1-21-03; Am. Ord. 06-03-21-06, passed 3-21-06)

### 123.06 Fees.

The fee for a business registration shall be \$25.00 set forth as follows per year (December 15--January 31) and shall be paid in advance to the city clerk at the time of application. \$15.00 of this will be put into the economic development account. The fee for a business registration issued on or after November 1 of any year shall be \$15.00 pro-rated and will be put into the general finance account. License fees shall be used to fund economic development activities.

**Commented [BD10]:** Remove \$25 and add language to reference fee schedule below

**Commented [BD11]:** Removed \$15 set aside sentence.

**Commented [BD12]:** Added new language to set aside for economic development

- (A) Total Square Footage of less than 999 square feet including home-based businesses: \$50
- (B) Total square footage of greater than 1,000 but not exceeding 4,999 square feet: \$100
- (C) Total square footage of greater than 5,000 but not exceeding 9,999 square feet: \$250
- (D) Total square footage of greater than 10,000 but not exceeding 19,999 square feet: \$500
- (E) Total square footage of greater than 20,000 but not exceeding 49,999 square feet: \$750
- (F) Total square footage of greater than 50,000 but not exceeding 99,999 square feet: \$1,000
- (G) Total square footage of greater than 100,000 square feet: \$1,500

(Ord. 1508, passed 1-21-03)

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**123.07 Term of business registration.**

A business registration shall be valid until December 31 of the calendar year in which the business registration was issued.

(Ord. 1508, passed 1-21-03)

**123.08 Business registration required.**

No person shall engage in any business activity in the city without having obtained a business registration.

(Ord. 1508, passed 1-21-03)

**123.09 Registration not assignable—Change of location.**

- (A) No business registration may be assigned, sold, loaned, transferred, used as collateral, or otherwise encumbered.
- (B) The location of any registered business may be changed, provided 10 days' notice thereof is given to the city clerk and in the absence of any provisions to the contrary. However, the business premises must comply with the provisions of the building code, zoning ordinance and other applicable ordinances and regulations of the city.

(Ord. 1508, passed 1-21-03)

**123.10 Posting registration.**

It shall be the duty of any person conducting a registered business in the city to keep his business registration posted in a prominent place on the premises used for such business at all times.

(Ord. 1508, passed 1-21-03)

**123.11 Alteration of registration.**

No person shall alter, deface, forge, or counterfeit any business registration issued by the city.

(Ord. 1508, passed 1-21-03)

**123.99 Penalty.**

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

(Ord. 1508, passed 1-21-03; Ord. 1574, passed 7-15-03)

Mayor  
Ben Dietz

City Administrator  
Jeannine Smith

Chief of Police  
Adam Zink



**City of Wilmington**  
1165 S. Water Street – Wilmington IL 60481

**Aldermen**  
Kevin Kirwin – 1<sup>st</sup> Ward  
Ryan Jeffries – 1<sup>st</sup> Ward  
Dennis Vice – 2<sup>nd</sup> Ward  
Ryan Knight – 2<sup>nd</sup> Ward  
Leslie Allred – 3<sup>rd</sup> Ward  
Jon Mietzner – 3<sup>rd</sup> Ward  
Todd Holmes – 4<sup>th</sup> Ward  
Thomas Smith – 4<sup>th</sup> Ward

June 13, 2023

Dear Business Owner,

Enclosed please find your recently renewed business license certificate. Please take a moment to review the certificate in its entirety and if you find any discrepancies, please contact Deputy City Clerk Joie Ziller at 1-779-279-3228 or [jziller@wilmington-il.com](mailto:jziller@wilmington-il.com) and a new certificate will be provided. The City requires that this certificate be posted for public viewing.

Please note, in 2024, annual business license fees will increase for all businesses based square footage of the building where the business is based as shown in the chart below:

**2024 Business License Fees:**

1 – 4,999 sq ft	=	\$50
5,000 – 9,999 sq ft	=	\$100
10,000 – 24,999 sq ft	=	\$250
25,000 – 49,999 sq ft	=	\$500
50,000 – 99,999 sq ft	=	\$750
100,000 – 249,999 sq ft	=	\$1,000
250,000 – 749,000 sq ft	=	\$1,250
750,000 sq ft and beyond	=	\$1,500

**No changes were made to the fees associated with liquor, tobacco, and video gaming terminals. These fees will be invoiced accordingly at the time of renewal.**

Sincerely,

Ben Dietz  
Mayor

BD:jz



**jziller@wilmington-il.com**

---

**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

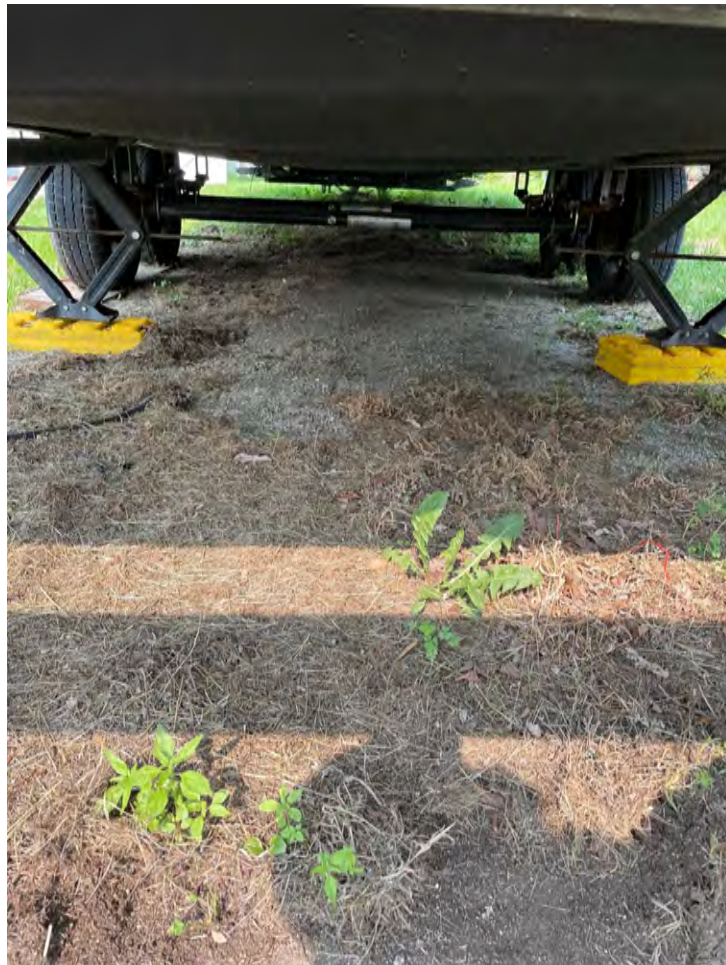
I am requesting a variance for my travel trailer which is parked on the side of my property. It is on a gravel pad. It is off of the right of way and does not impede the side walk. Included are pictures of where my travel trailer is parked and what my yard looks like beyond it.

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







# NIMEC Group Bid Results

## June 6th, 2023



# Group Bid Members

- 16th annual group bid
- Over 150 governmental organizations
  - 67 municipalities in this bid
- Manage \$20 million annually

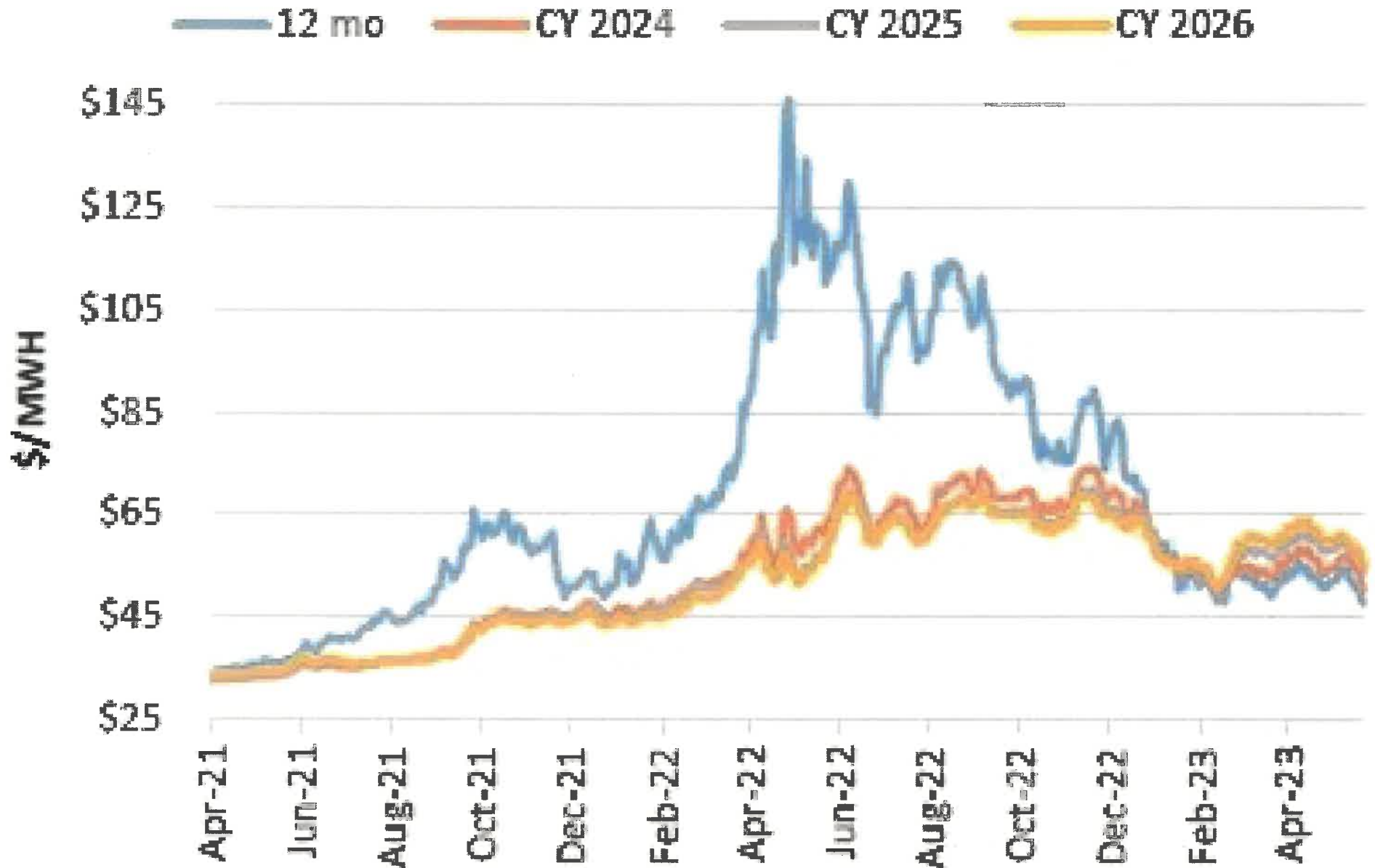
# Results

	1 yr	2 yr	3 yr
<b>AEP</b>	3.77¢	3.94¢	4.09¢
<b>Constellation</b>	4.04¢	4.20¢	4.33¢
<b>Dynegy</b>	4.13¢	4.31¢	4.46¢

# Individual Results

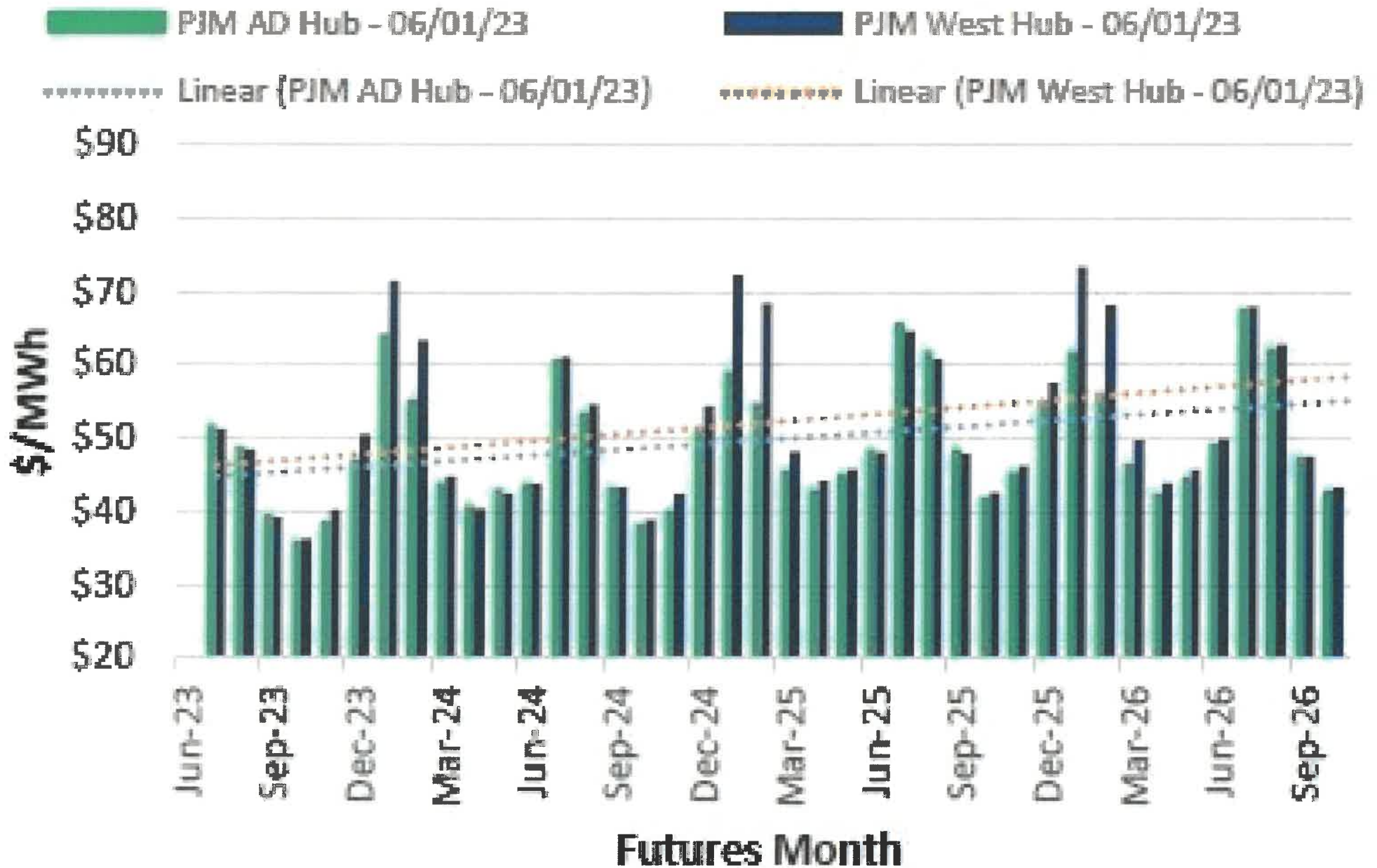
<b>Current Price</b>	<b>1yr</b>	<b>2yr</b>	<b>3yr</b>
<b>3.097¢</b>	<b>3.782</b>	<b>3.954</b>	<b>4.114</b>

# Historical - PJM West Hub - On Peak

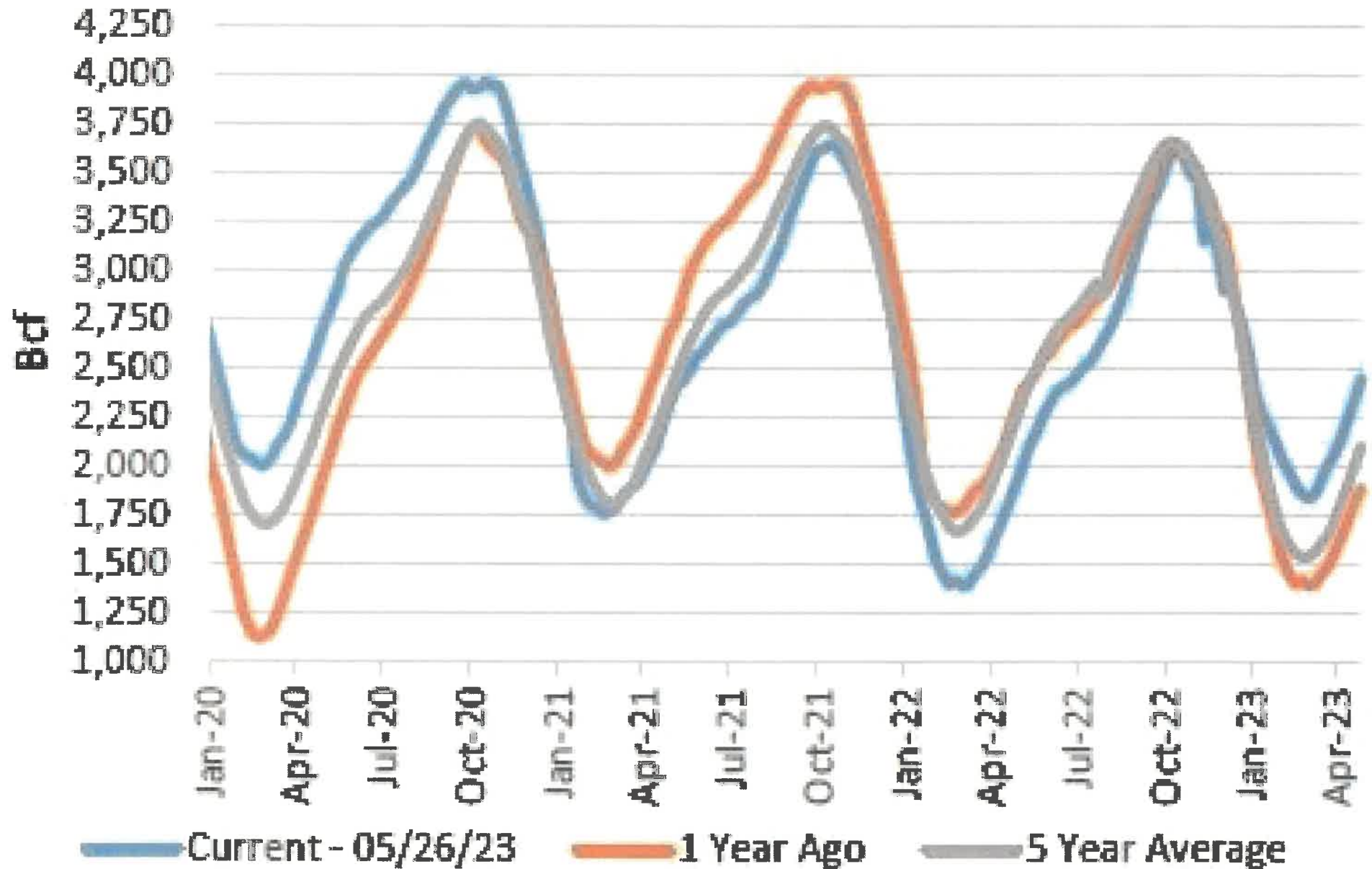




# PJM On-Peak Power Futures Prices



# Historical Natural Gas Storage



Natural gas (USD/MMBtu) 2.2808 +0.1086 (+5.00%)



2014

2016

2018

2020

2022

2.2808



**NIMEC St. Light Results**

2 messages

Adam Hoover <[ahoover@nimec.net](mailto:ahoover@nimec.net)>

Mon, Jun 5, 2023 at 4:56 PM

To: Jeannine Smith <[jsmith@wilmington-il.com](mailto:jsmith@wilmington-il.com)>, David Hoover <[dhoover@nimec.net](mailto:dhoover@nimec.net)>

Jeannine,

We are pleased to report that AEP has provided the most aggressive pricing for this year's street light bid. You have or will receive an email from Alicia Armenta ([aarmenta@aepenergy.com](mailto:aarmenta@aepenergy.com)) with your individual contracts for the group bid. Below you will find the weighted average bid results, as the bid group as a whole, which we used to determine the winner. Prices are listed in ¢/kWh.

	1 yr	2 yr	3 yr
AEP	3.77¢	3.94¢	4.09¢
Constellation	4.04¢	4.20¢	4.33¢
Dynegy	4.13¢	4.31¢	4.46¢

Below is your individual pricing. Remember, everyone in NIMEC receives their own, individual pricing. We do not conduct a "one price for all" bid. Prices below include energy and transmission charges; all charges except ComEd's delivery fees. You will find your current price, followed by your options for a 1, 2, and 3 yr deal, followed by green energy options if requested.

Current Price	1yr	2yr	3yr
2.461¢	3.704	3.86	4.004

We will be hosting two online calls on Tuesday to review the results, give a brief summary, discuss the market, and open it up for questions. These optional meetings on Google Meet will be around 20 minutes long. They are identical; choose which one better accommodates your schedule.

[10:30am NIMEC Group Bid Call 1](#)[1:30pm NIMEC Group Bid Call 2](#)

To submit your selected contract, please choose one of the contracts in Alicia's email. Please select the contract you want (1, 2, 3yr). On the sixth page, under the "Customer Information" section you will be able to update your billing information there. AEP has already ensured that you are enrolled in consolidated billing, as well as marked as a government entity to ensure that you have 60 day payment terms.

Please return your selected contract to Alicia Armenta ([aarmenta@aepenergy.com](mailto:aarmenta@aepenergy.com)) and CC myself by Tuesday by 4:00pm. Pricing will expire at that time. Email will be the best way to reach us should you have any other questions.

--

Adam Hoover  
Director, Strategic Accounts  
847-732-2515  
[ahoover@nimec.net](mailto:ahoover@nimec.net)  
[www.nimec.net](http://www.nimec.net)

# Attachment A-1

## Product and Pricing Summary



Customer Identifier	<b>City of Wilmington</b>	Earliest Anticipated Start Date*	<b>7/20/2023</b>
Utility/EDC	<b>ComEd - IL</b>	Term	<b>36 Months</b>
No. of Service Location(s)	<b>1</b>	Days to Pay	<b>60</b>
Generation Date	<b>6/2/2023</b>	Offercode	<b>910295586A161534622</b>
Pricing Expiration Time	<b>6/6/2023 3:00 CPT</b>		
Billing Method	<b>Single Bill - Supplier Consolidated Billing</b>		
Product Name	<b>Fixed Price All Inclusive</b>		

\*Reference the Customer Service Location Information table for Service Location-specific Anticipated Start Date(s).

### Pricing Details

**Energy Price** 0.04004 \$/kWh

Energy Price Includes:	Component Details	Component Description
✓ <b>Energy</b>	Included in Energy Price.	
✓ <b>Capacity</b>	Included in Energy Price.	Capacity obligations are administered by the applicable RTO and determined for Customer using applicable rates and its capacity peak load contribution (PLC), as provided by the EDC for each Service Location. This pricing incorporates all relevant published PJM Interconnection (PJM) Reliability Pricing Model (RPM) Base Residual Auction (BRA) and incremental auction zonal clearing prices for capacity and will not be increased based solely on any subsequent PJM RPM BRA and incremental auction clearing prices for these Service Location(s).
✓ <b>Transmission</b>	Included in Energy Price.	Transmission charges are associated with delivering electricity over network lines and equipment from the supply source to the Delivery Point. AEP Energy shall secure Customer's transmission service from the RTO. The Network Integration Transmission Service (NITS) or transmission obligations are administered by the RTO and determined for each Service Location using its network service peak load (NSPL) contribution and applicable rates.
✓ <b>Energy Losses</b>	Included in Energy Price.	Energy losses are costs associated with Retail Energy delivery as prescribed in the applicable transmission and distribution tariffs and incurred based on the difference between EDC meter volumes and RTO settlement volumes.
✓ <b>Ancillary Services</b>	Included in Energy Price.	Ancillary services costs include all other applicable RTO and Open Access Transmission Tariff (OATT) charges necessary to facilitate the transmission of Retail Energy to the EDC and not otherwise included in another cost component.
<b>RPS</b>	RPS is a non-bypassable charge billed by the EDC.	Renewable Portfolio Standards (RPS) costs are associated with compliance with applicable laws intended to incentivize the increased production of energy from certain renewable energy sources.

The Energy Price is charged on all Retail Energy usage under this Attachment A-1.

### Additional Terms

*These additional terms and conditions are applicable to this Attachment A-1 only.*

Subject to any modification set forth herein, this Attachment A-1 (including any attached rider) is subject to the General Terms and Conditions and any exhibit thereto most recently entered into between the parties on or prior to the date hereof (the "Agreement"), which become a part of, and govern, this Attachment A-1. Any term used, but not defined herein, has the meaning given in the Agreement. The pricing on this Attachment A-1 does not include any EDC or otherwise non-bypassable charge or any applicable (and not expressly included) tax.

**Regulatory Disclosure:** AEP Energy is a licensed Alternative Retail Electric Supplier (ARES). While it is an independent supplier of power certified by the Illinois Commerce Commission, AEP Energy is not soliciting on behalf of, endorsed by, acting on behalf of, and is not an agent of your electric utility, any governmental body, or consumer group, AEP Energy is not the same entity as your electric delivery company. You are not required to enroll with AEP Energy.

This Attachment A-1 is not a firm offer and will not become effective unless and until executed by both parties. Each of the parties has caused this Attachment A-1 to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the date hereof.

**CITY OF WILMINGTON**

*Jeannine Smith*

Customer Signature

*Jeannine Smith*

Name (Print)

*City Administrator*

Title

*6/6/23*

Date

**AEP ENERGY, INC.**

Signature

**Scott D. Slisher**

Name

**SVP Customer Solutions**

Title

Date

Customer Identifier: City of Wilmington  
 Offercode: 910295586A161534622



**Customer Service Location\* Information**

\* In the event that any Account Number below is revised, AEP Energy may, but is not required, to substitute and enroll any such substitute account number during the Term without further action or consent of Customer. To the extent required, Customer expressly consents to any such enrollment or substitution made by AEP Energy.

No.	Account Number	Service Location Address	Bill Cycle No.	Anticipated Start Date	Anticipated End Date	PLC as of 6/1/2023 (kW)	PLC as of 12:00:00 AM (kW)	NSPL as of 1/1/2023 (kW)
1	2703025158	0 S Corner Joliet Rt/23, Mill	15	7/20/2023	7/20/2026	0.00		0.00
<b>Total</b>						<b>0.00</b>		<b>0.00</b>

**Estimated Customer Usage Table (kWh)**

Account Number	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2703025158	11,269	10,005	9,604	8,913	8,886	8,615	8,760	9,086	9,657	10,770	10,831	12,129	118,524
<b>Total</b>	<b>11,269</b>	<b>10,005</b>	<b>9,604</b>	<b>8,913</b>	<b>8,886</b>	<b>8,615</b>	<b>8,760</b>	<b>9,086</b>	<b>9,657</b>	<b>10,770</b>	<b>10,831</b>	<b>12,129</b>	<b>118,524</b>



# 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:** May Director's Report  
**Date:** June 13, 2023

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## **Buildings and Grounds:**

- The exterior of City Hall has been cleaned.
- The epoxy flooring at City Hall is completed.
- The garage doors at the South Island cinder block garage have been replaced.
- The traffic barrier gates have been installed at North and South Island Park.

## **Sewer Department:**

- City staff has been working with Metropolitan Pump and Gaskill & Walton Construction to receive a proposal for the North Island Lift Station rehabilitation.
- 64 utility locates
- Replace 20 shut off valves in the City Hall restrooms

## **Street Department:**

- Completed 53 work orders
- Dangerous tree removal at Kahler and Wildcat
- Repair water main break at 1490 Widows Road
- Install Hometown Hero banners
- Install new water service at 609 W. Baltimore Street
- Remove brush and saplings from west bank of S. Island Park
- Six sanitary sewer cleanings
- 10 DOT vehicle inspections
- 4 vehicle/equipment repairs
- 3 concrete restorations

## **Water Department:**

- Flushed and inspected 485 fire hydrants
- Painted 85 fire hydrants
- 12 service orders

MEMORANDUM

DATE: June 13, 2023

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

FROM: Casey J. McCollom

SUBJECT: City of Wilmington  
FY 2023-2024 MFT Maintenance

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Bids were received and were publicly opened and read today for the FY 2023-2024 MFT Maintenance. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	AMOUNT
Gallagher Asphalt Corporation	\$683,476.00
Austin Tyler Construction, Inc.	\$724,579.75
D Construction, Inc.	\$808,470.50
PT Ferro Construction Co.	\$848,234.75

Based on the proposals received, we recommend the project be awarded to the low, responsive, responsible bidder, Gallagher Asphalt Corporation in the amount of \$683,476.00 .

Enclosure

CJM/am

Project # 66445.00



**CITY OF WILMINGTON  
FY 2023-2024 MFT MAINTENANCE**

**Project No. 66445.00**

**10:00PM, Tuesday, June 13, 2023**

**BID TABULATION**

<b>Bidder &amp; Address</b>	<b>Total Bid</b>	<b>Bid Security</b>	<b>Acknowledge Addenda</b>	<b>Comments</b>
Gallagher Asphalt Corp. 18100 South Indiana Ave. Thornton, IL 60476	\$683,476.00	Bid Bond	Yes	
Austin Tyler construction, Inc. 23343 S. Ridge Road Elwood, IL 60421	\$724,579.75	Bid Bond	Yes	
D Construction Inc. 1488 South Broadway Coal City, IL 60450	\$808,470.50	Bid Bond	Yes	
PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433	\$848,234.75	Bid Bond	Yes	

**BID LETTING:** City of Wilmington  
 FY 2023-2024 MFT Maintenance

10:00PM, Tuesday, June 13, 2023

BIDDER & ADDRESS				PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433		Gallagher Asphalt Corp. 18100 South Indiana Ave. Thornton, IL 60476		Austin Tyler construction, Inc. 23343 S. Ridge Road Elwood, IL 60421		D Construction Inc. 1488 South Broadway Coal City, IL 60450	
BID DEPOSIT				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
ACKNOWLEDGE ADDENDA				Yes		Yes		Yes		Yes	
NO.	QTY	UNIT	ITEM	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	6000	SY	Class D Patching	\$35.00	\$210,000.00	\$20.00	\$120,000.00	\$45.00	\$270,000.00	\$50.00	\$300,000.00
2	18000	SY	HMA Surf Remov, Variable Depth	\$4.00	\$72,000.00	\$4.80	\$86,400.00	\$2.00	\$36,000.00	\$2.70	\$48,600.00
3	8500	LB	Prime Coat (SS-1)	\$0.01	\$85.00	\$1.00	\$8,500.00	\$0.01	\$85.00	\$0.01	\$85.00
4	900	TON	HMA Binder Course IL-4.75	\$135.00	\$121,500.00	\$125.00	\$112,500.00	\$102.00	\$91,800.00	\$105.00	\$94,500.00
5	1800	TON	HMA Surface Course IL-9.5	\$115.00	\$207,000.00	\$96.00	\$172,800.00	\$90.00	\$162,000.00	\$81.00	\$145,800.00
6	950	TON	Aggregate Shoulders Type B	\$32.00	\$30,400.00	\$36.70	\$34,865.00	\$32.00	\$30,400.00	\$30.00	\$28,500.00
7	40	FT	Curb & Gutter Rem. & Repl.	\$125.00	\$5,000.00	\$180.00	\$7,200.00	\$50.00	\$2,000.00	\$100.00	\$4,000.00
8	500	SF	Sidewalk Removal	\$4.00	\$2,000.00	\$6.00	\$3,000.00	\$2.50	\$1,250.00	\$5.00	\$2,500.00
9	500	SF	PCC Sidewalk 5"	\$18.00	\$9,000.00	\$13.00	\$6,500.00	\$8.00	\$4,000.00	\$15.00	\$7,500.00
10	60	SF	Detectable Warnings	\$20.00	\$1,200.00	\$40.00	\$2,400.00	\$25.00	\$1,500.00	\$30.00	\$1,800.00
11	5550	FT	Thermoplastic Pavement Mark, 4"	\$0.80	\$4,440.00	\$1.00	\$5,550.00	\$0.80	\$4,440.00	\$0.90	\$4,995.00
12	1500	FT	Thermoplastic Pavement Mark, 6"	\$1.30	\$1,950.00	\$1.50	\$2,250.00	\$1.30	\$1,950.00	\$1.45	\$2,175.00
13	600	FT	Thermoplastic Pavement Mark, 12"	\$2.60	\$1,560.00	\$3.00	\$1,800.00	\$2.60	\$1,560.00	\$2.90	\$1,740.00
14	165	FT	Thermoplastic Pavement Mark, 24"	\$5.15	\$849.75	\$6.00	\$990.00	\$5.15	\$849.75	\$5.70	\$940.50
15	600	SF	Pavement Marking Removal	\$1.50	\$900.00	\$0.01	\$6.00	\$1.50	\$900.00	\$1.65	\$990.00
16	12	EACH	Structures to be Adjusted	\$600.00	\$7,200.00	\$400.00	\$4,800.00	\$600.00	\$7,200.00	\$700.00	\$8,400.00
17	6500	SY	Preparation of Base	\$7.00	\$45,500.00	\$9.00	\$58,500.00	\$2.50	\$16,250.00	\$2.00	\$13,000.00
18	2000	SY	Aggregate Base Repair	\$13.00	\$26,000.00	\$0.01	\$20.00	\$14.00	\$28,000.00	\$30.00	\$60,000.00
19	3000	GAL	Bituminous Material (Prime MC 30)	\$8.50	\$25,500.00	\$7.50	\$22,500.00	\$5.00	\$15,000.00	\$5.50	\$16,500.00
20	85	TON	Seal Coat Aggregate	\$95.00	\$8,075.00	\$84.00	\$7,140.00	\$42.00	\$3,570.00	\$47.00	\$3,995.00
21	3000	GAL	Bituminous Material (Prime HFE 150)	\$7.50	\$22,500.00	\$6.20	\$18,600.00	\$4.00	\$12,000.00	\$4.40	\$13,200.00
22	85	TON	Cover coat Aggregate	\$95.00	\$8,075.00	\$84.00	\$7,140.00	\$45.00	\$3,825.00	\$50.00	\$4,250.00
23	1500	TON	Aggregate Surface Course, Ty B	\$25.00	\$37,500.00	\$0.01	\$15.00	\$20.00	\$30,000.00	\$30.00	\$45,000.00
TOTAL					\$848,234.75		\$683,476.00		\$724,579.75		\$808,470.50



# MEMO

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**Date:** June 13, 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:** Source Water Protection Plan

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**Budget Impact:** \$10,000 Water Professional Fees Engineering Line Item 02-17-6390

**Request:** Approve Chamlin and Associates proposal to develop a Source Water Protection Plan.

**Discussion:** The Illinois EPA has mandated that all communities that provide water to its residents create a Source Water Protection Plan (SWPP). This plan is required to include: Source Water Protection Program vision, characterization of source water and the source water protection area, source water protection goals, source water protection action plan and program implementation. In addition to these required criteria, it will be mandated that the City of Wilmington revisits and updates this plan every 5 years. The SWPP is due to the Illinois EPA July 26<sup>th</sup> of this year. This is a budgeted request.

**Motion:** Approve Chamlin and Associates proposal to develop a source water Protection Plan not to exceed \$10,000.

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

June 1, 2023

City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481

ATTENTION: James Gretencord, Director of Public Works

RE: Source Water Protection Plan

Dear James,

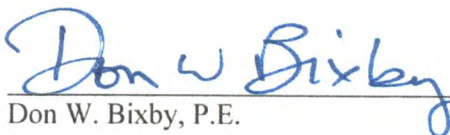
We understand the City of Wilmington wishes to prepare and submit a Source Water Protection Plan, as mandated by the IEPA to be submitted no later than July 26, 2023.

Chamlin & Associates, Inc. proposes to provide to the City of Wilmington such services as necessary to prepare and submit the necessary Plan for time and material, not to exceed the price of \$10,000.00 (see attached schedule). We will attempt to provide the work for the least possible price, but we believe this proposed amount represents a reasonable maximum budget.

If you wish for us to proceed with this work, please have your mayor sign and return this letter to us at your convenience.

Thank you,

CHAMLIN & ASSOCIATES, INC.

  
Don W. Bixby, P.E.

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

DWB:mrc

Cc: File No. 09000.00

Enclosure



Chamlin & Associates

## HOURLY RATE SCHEDULE March 27, 2023 thru March 31, 2024

Principal	\$ 170.00 /Hr.
Sr. Project Engineer II	\$ 165.00 /Hr.
Sr. Project Manager	\$ 165.00 /Hr.
Sr. Structural Engineer	\$ 165.00 /Hr.
Sr. Project Engineer I	\$ 159.00 /Hr.
Structural Engineer	\$ 156.00 /Hr.
Project Engineer	\$ 155.00 /Hr.
Professional Land Surveyor Engineer	\$ 128.00 /Hr.
Project Manager	\$ 142.00 /Hr.
Engineer (EIT)	\$ 128.00 /Hr.
Designer	\$ 120.00 /Hr.
Inspector I	\$ 112.00 /Hr.
Inspector II	\$ 108.00 /Hr.
GIS Coordinator	\$ 112.00 /Hr.
Chief Engineering Aide	\$ 102.00 /Hr.
Sr. Engineering Aide	\$ 130.00 /Hr.
Engineering Aide	\$ 102.00 /Hr.
Draftsman	\$ 93.00 /Hr.
Sr. Party Chief	\$ 83.00 /Hr.
Party Chief	\$ 120.00 /Hr.
Instrument Operator	\$ 102.00 /Hr.
Rodman	\$ 94.00 /Hr.
Admin. Support Staff	\$ 63.00 /Hr.
Vehicle	\$ 46.00 /Hr.
Total Station	\$ 12.00 /Hr.
Survey Equipment	\$ 13.00 /Hr.
Inspection Vehicle	\$ 33.00 /Hr.
Mileage	\$ 9.00 /Hr.
Computer & Plotter	State Rate /Mi.
UTV Rental	\$ 18.00 /Hr.
Drone Usage Fee	\$ 350.00 /Day
Drone Roof Survey (Including Usage Fee)	\$ 110.00 Flat Rate
Drone Ground Control (Including Usage Fee)	\$ 150.00 Flat Rate
	\$ 155.00 Flat Rate

The hourly rates itemized above shall be effective the date the parties, upon entering an agreement, have affixed their signatures and shall remain in effect until March 31, 2024. In the event that services of the engineer extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.

4152 Progress Boulevard  
Peru, IL 61354  
(815) 223-3344  
(815) 223-3348 - Fax  
peru@chamlin.com

221 W. Washington Street  
Morris, IL 60450  
(815) 942-1402  
(815) 942-1471 - Fax  
morris@chamlin.com

218 W. Lafayette Street  
Ottawa, IL 61350  
(815) 434-7225  
(815) 434-2831 - Fax  
ottawa@chamlin.com

903 Main Street  
Mendota, IL 61342  
(815) 539-8137  
(815) 224-8575 - Fax  
mendota@chamlin.com

# Water Systems' Multiple Barriers to Protect Public Health



## Barrier #1: Risk Prevention

The first barrier in a water system's multiple barrier approach is risk prevention. Risk prevention focuses on the selection and protection of drinking water sources. Systems should be aware of potential contamination caused by agricultural drainage, urban runoff, organic materials, and other factors.

When selecting sources, systems should examine:

- The quality of the raw water (e.g., does it contain pathogens, chemicals, radionuclides, nitrates, or high turbidity?).
- The risk of contamination (e.g., will development encroach on the water source?).
- The ability of the supply to meet current and future needs.

Water systems, unless they are new systems, rarely have the opportunity to select their water source. But existing systems can and should take steps to protect their water sources, including:

- Identifying sources of contamination in watersheds and recharge areas.
- Identifying the conditions under which the risks increase.
- Developing and implementing source water protection strategies.

By properly selecting and protecting its water source, a system can reduce its need for and reliance on treatment and increase the reliability of its water quality and quantity.

The financial incentive for systems to prevent risks is significant. It is almost always more cost-effective for a water system to protect its source water from contamination than to remove or inactivate contamination during treatment.

## Barrier #2: Risk Management

Risk management barriers focus on the protection provided by water treatment and system operations. Public water systems traditionally have relied on treatment to prevent waterborne disease. Treatment continues to play a central role in protecting public health.

Water treatment:

- Removes and inactivates contaminants present in source water.
- Leads to improved finished water quality.

No single treatment technology or process can solve every water quality problem, so a water system should consider using a combination of treatment technologies and processes if necessary.

To provide adequate protection of public health, a water system:

- Must meet its state's minimum design and construction standards.
- Should develop asset management plans that help provide sound infrastructure.
- Must meet federal and state drinking water standards.

In addition to using the appropriate treatment, water systems should make sure that their operators are properly certified and know how to apply treatment concepts to the specific circumstances facing their system. Water systems should also test the treatment process that they are using to be certain that the treatment is working correctly.

The risk management barrier also includes developing and putting in place appropriate security arrangements and comprehensive plans to respond to emergencies, thus reducing the risk of serious consequences from a security breach or other emergency.

A wide range of financial assistance and incentives are available to help systems fund upgrades or replacement of their treatment components. Contact information for some key providers of financial assistance is listed on the last page of this brochure.

## Barrier #3: Monitoring and Compliance

Under the monitoring and compliance barrier, systems aim to detect and fix problems in the source and/or distribution system as early as possible. They accomplish this by collecting information about:

- The presence of contaminants.
- The effectiveness of current treatment processes.
- Any deterioration in the quality of source or treated water.

Monitoring the quality of water is very important in the distribution system, as well as throughout the entire water system. Even if water from an extremely clean source is adequately treated, breakdowns in the distribution system can lead to waterborne illnesses. In particular, the contamination of treated water can result from:

- Line breaks.
- Inadequate water pressure.
- Deficiencies in storage tanks.
- Inadequate separation of water supply lines and sewers.

Part of the strategy for this barrier should include a cross-connection detection and control program as well as efforts to make sure that all distribution system components are properly sized and maintained. Water systems must also monitor water in the distribution system for the formation of byproducts from disinfection and for the leaching of lead and copper from household plumbing.

Monitoring programs should be developed around the needs and characteristics of individual water systems, and they should comply with all regulatory requirements. The monitoring and compliance barrier helps a system maintain the physical integrity of its components and make adjustments as necessary to provide a consistent, safe supply of water.

From a financial perspective, operators who have data on the performance and condition of their system's components (as part of an asset management plan) can increase the useful life of system components and quickly identify and respond to small problems before they become large and expensive.

## Barrier #4: Individual Action

Consumer awareness and participation are key components in the multiple barrier approach.

A community water system is required to prepare and provide to their customers, at least annually, Consumer Confidence Reports (Annual Water Quality Reports) that discuss:

- The condition of the system's source water.
- The level of contaminants in the system's drinking water.

The reports are a way to raise consumer awareness about drinking water, and they can be used as a tool to encourage dialogue between consumer and the water system.

Water systems are also required to notify the public of any violations of national drinking water standards. Public notification makes sure that:

- Consumers are informed of any health risks in a timely manner.
- Water systems build trust with consumers by sharing information.

Beyond information sharing, systems can benefit greatly from involving the public in a variety of activities. For example:

- Systems can further their source water protection efforts by helping the public form watershed associations.
- Systems can encourage the public to notice and report activities that could represent contamination or sabotage threats to the water system.

Informed and involved consumers can become advocates for improvements in their water system's operations. Public education and participation can also help consumers become more aware of the true cost and value of water.

From a financial perspective, customers who have a better understanding of their water system, the true cost and value of water, and the role they play will be more likely to support rate increases and bond issues needed to fund multiple barrier approach activities.



# MEMO

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**Date:** June 13, 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:** Stewart Street Lift Station Pump Rebuild

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**Budget Impact:** \$5,714.75 Line-Item Maintenance Sewer-Collections 04-00-6560

**Request:** Approve Xylem to rebuild the failed Stewart Street Lift Station Pump

**Discussion:** Our Stewart Street lift station recently had a pump fail. City staff quickly replaced this pump with a spare we keep on the shelf. We are requesting permission to rebuild the failed pump in order to retain a spare. This is a budgeted request.

**Motion:** Approve Xylem's proposal to rebuild the failed Stewart Street lift station pump for a total cost of \$5,714.75.

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



**Xylem Water Solutions USA, Inc.  
Flygt Products**

June 1, 2023

9661 194th Street  
Mokena, IL 60448  
Tel (708) 342-0484  
Fax (708) 342-0491

CITY OF WILMINGTON  
1165 S WATER ST  
WILMINGTON IL 60481-1671

Quote # R2023-CHI-0050  
Project Name: WO-00200359 Wilmington 3171.095-2050003  
Job Name:  
Contact: Pat Nugent  
Phone: 815-476-2175

Work Order: WO-00200359

**Product Identification**

Product Number: 00-31710950069

Serial Number: 3171.095-2050003

**Repair/Service Requirements and remarks**

Seal failure water tripped the FLS. Basic repair kit needed.

**Block 1**

Qty	Description
1	KIT,REPAIR BASIC 3171.090/180+ NITRILE
1	SLEEVE UNIT
7	LABOR,SVC FLYGT,NO TAX Z2-TP MODELS: 3000,7000,8000
1	ENV FEE 11-50HP TP ENVIRONMENTAL FEE
1	SHOP SUPPLIES-MEDIUM PUMPS TP MISC SUPPLIES FOR REPAIR

**Total Price \$ 5,714.75**

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.





**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Sincerely,

Matthew Dove  
Customer Experience Specialist  
Phone: 708-781-0097

matthew.dove@xylem.com  
Fax: 708-342-0491



**Customer Approval**

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount  Repair  Replacement shown above.

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

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

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

PO #: \_\_\_\_\_

Ship To:  Will Pick Up  Deliver  Ship To

Ship/Delivery Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bill To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Taxable:  Yes  No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.





# MEMO

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**Date:** June 13, 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:** Cummins Generator Service Agreement

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**Budget Impact:** \$1786.75 Water Line Item 02-21-6510, 4,617.75 Sewer Line Item 04-00-6510

**Request:** Approve the Cummins service agreement to inspect and service 5 emergency generators.

**Discussion:** The Water and Sewer Department's generators need to be serviced and inspected. This is an annual occurring maintenance agreement for the period of 1 year. This will cover inspections and all needed maintenance on 5 emergency generators. This will also include inspections on 2 generator port inspections. This contract is through Cummins at a price of \$6,404.51. This is a budgeted request.

**Motion:** Approve the Cummins service agreement for \$6,404.51 to inspect and service 5 emergency generators.

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



# Sales and Service

CHICAGO IL BRANCH  
7145 SANTA FE DRIVE  
HODGKINS, IL 60525  
Phone: 708-579-9222

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF WILMINGTON 1165 S WATER ST Wilmington, IL 60481	Contact: Patrick Nugent Phone: 815 4765663 Fax: 815 4762276 Cust Id: 18020	Quote Date: 23-MAY-23 Quote Expires: 23-OCT-23 Quote Num: 197586 Quoted By: John D Prill Quote Term: 1 Year(s)

### Site Information

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	WATER DEPARTMENT	745 WIDOWS RD	WILMINGTON	IL	60481	
2	JOLIET ARSENAL	41.335600, -88.122000	WILMINGTON	IL	60481	
3	RIDGEPORT LIFT STATION	30370 W FRONTAGE RD	WILMINGTON	IL	60481	
4	STEWART ST. LIFT STATION	210 STEWART ST	WILMINGTON	IL	60481	
5	WASTE WATER PLANT	601 E KANKAKEE RIVER DR	WILMINGTON	IL	60481	

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	745 WIDOWS	GENERAC	GEN SET	SD0300KG17103D18F	3000378147	ST
2	ARSONAL L/S	ONAN	GENERATOR	150DGFA-5754407/R	C060898861	STANDBY
3	LIFT STATION	KOHLER	GENSET	100REZGD	SGM326KPH	ST
4	STEWART ST	KOHLER	GENSET	100RZG	2213934	ST
5	WATER PORT 1	CATERPILLAR	GENSET	D50P2	OLY00000VNP041	ST
5	WATER PORT 2	KOHLER	GENSET	20ROZJ71	361345	ST
5	WATER WASTE	MTU ONSITE ENER	GENSET	742RSL4050	WA-566084-0708	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	745 WIDOWS	STANDARD PM FULL SERVICE	1	982.44	982.44
2	ARSONAL L/S	STANDARD PM FULL SERVICE	1	804.32	804.32
3	LIFT STATION	STANDARD PM FULL SERVICE	1	577.60	577.60
4	STEWART ST	STANDARD PM FULL SERVICE	1	588.39	588.39
5	WATER PORT 1	INSPECTION	1	416.84	416.84
5	WATER PORT 2	INSPECTION	1	416.84	416.84
5	WATER WASTE	STANDARD PM FULL SERVICE	1	2,618.08	2,618.08

\*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

GENERATORS: 745 WIDOWS, ARSONAL L/S, LIFT STATION, STEWART ST AND WASTE WATER:

FULL SERVICE IN OCTOBER OF 2023.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF WILMINGTON 1165 S WATER ST Wilmington, IL 60481	Contact: Patrick Nugent Phone: 815 4765663 Fax: 815 4762276 Cust Id: 18020	Quote Date: 23-MAY-23 Quote Expires: 23-OCT-23 Quote Num: 197586 Quoted By: John D Prill Quote Term: 1 Year(s)

**GENERATORS: WATER PORT 1 AND WATER PORT 2:**

**INSPECTION IN OCTOBER OF 2023.**

**For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:**

**Dan Prill, Cummins Inside Sales at john.prill@cummins.com, Phone: 651-286-2223 or fax 651-286-2163**

**\*\*\*Auto Renewal Option\*\*\***

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt IN to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

**\*\*\*Payment Info\*\*\***

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# \_\_\_\_\_

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639  
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

Joe Mulcahy-Territory Manager  
Office Phone 708-579-9222, Cell: 708-567-4822, Email Joe.Mulcahy@Cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF WILMINGTON 1165 S WATER ST Wilmington, IL 60481	Contact: Patrick Nugent Phone: 815 4765663 Fax: 815 4762276 Cust Id: 18020	Quote Date: 23-MAY-23 Quote Expires: 23-OCT-23 Quote Num: 197586 Quoted By: John D Prill Quote Term: 1 Year(s)
	<b>Standard Agreement Amount</b>	<b>\$6,404.51</b>
	<b>Proposal Total</b>	<b>\$6,404.51</b>

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

**Customer Approval** \_\_\_\_\_

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

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

**CUMMINS INC** \_\_\_\_\_

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

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

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins; and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE OF SERVICES, PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY.** THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**8. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**9. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**10. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**11. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**12. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

**16.** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300 5(a) and 60-741 5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

# Generator Planned Equipment Maintenance



## INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional - Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

INCLUDES INSPECTION

### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.





# MEMO

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**Date:** June 13, 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:** Private sewer cleaning

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**Budget Impact:** To be determined.

**Request:** Review current City of Wilmington practice regarding the cleaning of private sanitary sewers and give staff direction.

**Discussion:** City of Wilmington Ordinance 52.21.1 states property owners are responsible for the repair, maintenance, restoration and replacement of their sanitary sewer, from their building to the connection point of the city's sanitary sewer main. It is current practice that the Public Works Department will clean and rod these privately owned portions of infrastructure if the property has a sanitary cleanout on the exterior of the building, during our regular business hours. In doing this, the city could be perceived as liable if our equipment causes further damage to the existing private infrastructure --which could result in thousands of dollars in additional repairs.

A recent example, our staff was rodding a privately owned sewer when the cable of our rodding machine broke. City staff spent 16 labor hours fishing the broken section of the rodder cable from the sanitary sewer and required entrance into the home to do so. In addition to possible repair costs, there is no incentive for a property owner to fix their sewer properly. From May 1<sup>st</sup> of 2022 to May 1<sup>st</sup> of 2023 Public Works responded to exactly 50 sewers that needed to be cleaned immediately. Of these 50 work orders 25 of them were cleaning of privately owned sanitary sewers resulting in the total of 101.5 labor hours spent cleaning sewers that are not owned by the City of Wilmington. These labor hours do not accurately reflect the time lost of redirecting City staff to move from one project to another.

**Motion:** Give staff direction on the cleaning of privately owned sanitary sewers.  
*Thank you in advance for your consideration of this request.*



# City of Wilmington Police Department

*Adam Zink, Chief of Police*

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To: Honorable Mayor Dietz and Wilmington City Council  
From: Chief Adam Zink  
Date: 13 June 2023  
Re: Deputy Chief Appointment

Sergeant Justin Dole has served as 2<sup>nd</sup> in command of the Police Department since my appointment in January, learning and performing many of the administrative duties consistent with those of a Deputy Chief for our city. In this time, he has proven himself to be a leader within the department, and fully capable of fulfilling the role of Deputy Chief.

In his 10 years with the Wilmington Police Department, Justin Dole has proven himself to be an asset to our city, serving in a variety of leadership positions throughout his career. Since his promotion to sergeant in 2017, he has further developed his skills, attending Northwestern's School of Police Staff and Command, and has successfully served as a supervisor/leader/mentor for the entirety of the police department.

I respectfully request the council's approval and support in appointing Sergeant Justin Dole to the position of Deputy Chief, where I'm confident he will thrive. This is an important position to fill as we pursue the continued growth and development of the Wilmington Police Department.