

12. Personnel & Collective Bargaining
Co-Chairs Alderperson Mietzner & Alderperson Holmes
 - a. Other Pertinent Information

13. Adjournment

The next Committee of the Whole meeting is scheduled for Tuesday, November 14, 2023, at 5:30 PM.

Minutes of the Committee of the Whole
Wilmington City Hall
1165 South Water Street
September 12, 2023

Call to Order

The Committee of the Whole meeting on September 12, 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, Jeffries, Knight, Vice, Allred, Mietzner, Holmes, Smith

Quorum

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

Other Officials in Attendance

Also, in attendance was the City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief of Police Adam Zink, Director of Public Works James Gretencord, ESDA Director Dennis Housman, Deputy City Clerk Joie Ziller

Approve Previous Meeting Minutes

Aldersperson Kirwin made a motion and Aldersperson Mietzner seconded to approve the August 8, 2023 meeting minutes and have them placed on file. Upon the voice vote, 7 yes, 1 pass by Aldersperson Allred, the motion carried.

Public Comment

Steven Miskell stated his concerns related to the City's open burn ordinance and recommended some changes.

Woody Stiltner of Hands of Hope of Illinois introduced himself and informed us that they recently purchased the building at 660 N Kankakee Street and are in the process of making improvements to both the outside and inside of the building.

Mayor's Report

Mayor Dietz reminded the Committee that Council picture day is September 19th at 5:30 PM.

Administrator's Report

Discussion and Direction of Holiday Banners

Administrator Smith presented the Committee with a quote for new holiday banners. The City will be purchasing ten and the Chamber of Commerce will be purchasing ten. The Committee reviewed a quote from A&J Signs, Inc. in the amount of \$897.20 and agreed to move this to the September 19, 2023 City Council agenda for full approval.

Discussion and Direction Regarding RT 66 Monument Sign Location

Administrator Smith requested direction from the Committee on where to place the RT 66 Monument Sign. Locations and pictures were provided in her memo and included in the agenda packet. The Committee was in favor of placing the monument sign at the new South Island Park entrance being proposed and agreed to move this to the September 19, 2023 City Council agenda for full approval.

Discussion and Direction Regarding \$250,000 Economic Development Grant

The Committee reviewed and discussed the options for which the grant dollars could specifically be used. After their discussion, they agreed that the \$250,000 Economic Development Grant be utilized to cover the cost associated with the Police Officer Body Cameras and Comprehensive Plan Consultants fees. This will be on the September 19, 2023, City Council agenda for full approval.

Discussion and Direction Regarding \$95,000 Capital Project Grant

The Committee reviewed and discussed the options for which the grant dollars could specifically be used. After their discussion, they agreed that the \$95,000 Capital Project Grant received from Representative DeLuca be utilized to cover the cost associated with proposed improvements to the South Island Park entrance. This will be on the September 19, 2023 City Council agenda for full approval.

Other Pertinent Information

Administrator Smith informed the Committee that she has been involved with the study related to the Will County Paratransit Integration and Efficiency Study. The Committee members, knowing there is a need for these services in our area, were in agreement for Administrator Smith to represent and speak on behalf of the City at future meetings in an effort to have services provided in our community.

Building Inspector's Report

August Report

The Committee reviewed the report as included in the agenda packet.

Discussion and Direction Regarding Arnie Bauer Chevy GMC Temporary Sign Variance

The Committee reviewed the memo and supporting documents included with the agenda packet and agreed to allow for the temporary sign, up to one year at the establishment. This will be on the September 19, 2023, City Council agenda for full approval.

Police & ESDA

Co-Chairs Alderpersons 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.

Director of ESDA Monthly Summary Report

The Committee reviewed the ESDA Report as prepared by Director Housman. No further discussion was had regarding the report.

Other Pertinent Information

No other pertinent information was discussed.

Ordinance & License Committee

Co-Chairs Alderpersons Kirwin & Alderman Knight

Consideration to Approve the Ordinance Amending the Regulation of Mobile Food Vendors

The Committee reviewed the draft ordinance as presented in the agenda packet. The Committee was in favor of moving this to the September 19, 2023, City Council meeting for a full vote.

Discussion and Consideration to Add an Additional Class D1 Liquor License for A.J.'s

Mayor Dietz informed the Committee that he recently received a request from A.J.'s Hotdogs & Gyros for a Class D1 Liquor License. Mayor Dietz explained this license is for restaurants to serve on-premise beer and wine only. Michael Stack representing the business informed the Committee that while this will offer patrons additional beverage options, they will also be installing video gaming terminals. Mayor Dietz requested that this ordinance be placed on the September 19, 2023, City Council agenda for consideration.

Other Pertinent Information

Administrator Smith informed the Committee that an amendment to the open burn ordinance is being drafted by the Attorney and that this will be on the October agenda for Committee review.

Buildings, Grounds, Parks, Health & Safety Committee

Co-Chairs Alderpersons Jeffries & Alderman Smith

Discussion and Consideration to Approve the Proposal from Uni-Max Management Corp. for Cleaning Services at City Hall and Police Departments

The Committee reviewed the proposal as provided in the agenda packet. After some discussion, the Committee agreed that this be placed on the September 19, 2023, City Council agenda for full approval.

Discussion and Consideration to Approve the Quote from Wolf's Sealcoating, Inc. to Sealcoating and Crack Seal the City Hall Parking Lot for the Cost of \$9,350.00

The Committee reviewed the quote as provided in the agenda packet. After some discussion, the Committee agreed that this be placed on the September 19, 2023, City Council agenda for full approval

Other Pertinent Information

No other pertinent information was discussed.

Water, Sewer, Streets and Alleys Committee

Co-Chairs Alderpersons Vice & Alderman Holmes

Director of Public Works Monthly Summary Report

The Committee reviewed Director Gretencord's monthly report included in the agenda packet.

Discussion and Consideration to Approve Quote from Midwest Paving Equipment, Inc. to Rehabilitate the 2013 Falcon RME Hot Patch Trailer for the Cost of \$6,657.81

The Committee reviewed the memo prepared by Director Gretencord. The Committee agreed to move forward with accepting the quote from Midwest Paving Equipment, Inc. and move it to September 19, 2023, City Council agenda for full approval.

Discussion and Consideration to Approve the Quote from Brieser Construction Company to Construct and Install Track and Industrial Curtain Around the Lime Feed Equipment at a Cost of \$17,163.00

Director Gretencord requested that this item be tabled until the October meeting.

Discussion and Consideration to Approve the Purchase of a Hach DR3900 Spectrophotometer from USA Bluebook at a Cost of \$6,777.42

The Committee reviewed the memo prepared by Director Gretencord. The Committee agreed to move forward with this purchase and move it to September 19, 2023, City Council agenda for full approval.

Discussion and Consideration to Approve the Proposal from Seconds Matter Safety Solutions to Replace the Fire Alarms at the Water Reclamation Plant for a Total Cost of \$21,100

The Committee reviewed the memo prepared by Director Gretencord. The Committee agreed to move forward with accepting the proposal from Seconds Matter Safety Solutions and move it to September 19, 2023, City Council agenda for full approval.

Discussion and Consideration to Approve the Purchase of a Booster Pump from USA Bluebook and the Electrical Installation of the Pump by Clennon Electric for a Total Cost of \$10,483.89

The Committee reviewed the memo prepared by Director Gretencord. The Committee agreed to move forward with accepting the purchase and installation related to the above project and move it to September 19, 2023, City Council agenda for full approval.

Discussion and Recommend a Contractor to Replace the Roofs at the Water Reclamation Plant

The Committee reviewed the memo prepared by Director Gretencord. The Committee agreed to move forward with accepting the quote from Mueller Roofing Inc. in the amount not to exceed \$48,500 and move it to September 19, 2023, City Council agenda for full approval.

Other Pertinent Information

Administrator Smith informed the Committee that Director Gretencord recently received his Class A Drinking Water Operator Certification. Congratulations James!

Personnel & Collective Bargaining Committee

Co-Chairs Alderpersons Mietzner & Alderman Holmes

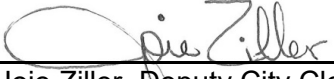
Other Pertinent Information

No other pertinent information was discussed.

Adjournment

The motion to adjourn the meeting was made by Alderperson Knight and seconded by Alderperson Jeffries. **Upon the voice vote, the motion carried.** The Committee of the Whole Meeting held on September 12, 2023, adjourned at 6:52 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

Resolution

A Resolution Designating Meeting Dates and Times and Holiday Observances in 2024 for the Corporate Authorities and Commissions of the City of Wilmington

Whereas, Section 42.03 of Chapter 102 of the Illinois Revised Statutes (1989) requires the City of Wilmington to prepare and make available a schedule of all regular meetings for the coming calendar year listing the times and places of such meetings; and

Whereas, it is therefore necessary for the Mayor and the City Council to set dates and times for the regular meetings of the Corporate Authorities in 2024.

Now therefore, be it resolved by the Mayor and the City Council of the City of Wilmington:

1. That the dates of the regular meeting of the Mayor and the City Council of the City of Wilmington in 2024 shall be on the first and third Tuesday of the month at 7:00 pm unless otherwise noted.
2. That the dates of the Finance Administration and Land Acquisition Committee of the City of Wilmington in 2024 shall be on the third Tuesday of the month at 6:30 pm unless otherwise noted.
3. That the dates of the Committee of the Whole of the City of Wilmington in 2024 shall be on the second Tuesday of the month at 5:30 pm unless otherwise noted.
4. That the dates of the Planning and Zoning Commission of the City of Wilmington in 2024 shall be on the first Thursday of the month at 5:00 pm unless otherwise noted.
5. That the schedule of the Holiday Observances of the City of Wilmington in 2024 shall be as follows:

New Year's Day	Monday, January 1
Good Friday	Friday, March 29
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Day After Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25

6. That all regular meetings for the Mayor and the City Council and Commissions and Committees of the City of Wilmington shall be held at Wilmington City Hall, 1165

S. Water Street, Wilmington unless a notice designating a different place is posted at the Wilmington City Hall.

- 7. That all Commissions and Committees will meet at the time and on the date depicted on the attached lists. The City Clerk is hereby directed to post a copy of this Resolution on the bulletin board at the Wilmington City Hall immediately upon the passage of the said resolution.
- 8. That the City Clerk is hereby directed to supply a copy of this Resolution to any news medium that has filed an annual request for such notices.

PASSED this 17th day of October 2023 with _____ members voting aye, _____ members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

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

Approved this 17th day of October 2023

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

City of Wilmington Regular City Council Meetings 2024

The City of Wilmington City Council has set the first and third Tuesday of each month, unless otherwise noted for the 2024 regular meeting dates. All meetings begin at 7:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

First Tuesday

January 2

February 6

March 5

April 2

May 7

June 4

July 2

August 6

September 3

October 1

November 5

December 3

Third Tuesday

January 16

February 20

March 20 (moved to Wednesday due to election)

April 16

May 21

June 18

July 16

August 20

September 17

October 15

November 19

December 17

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

City of Wilmington
Finance Administration and Land Acquisition Committee
Meetings 2024

The City of Wilmington City Council has set the third Tuesday of each month, unless otherwise noted for the 2024 Finance Administration and Land Acquisition Committee meeting dates. All meetings begin at 6:30 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 16

February 20

March 20 (moved to Wednesday due to election)

April 16

May 21

June 18

July 16

August 20

September 17

October 15

November 19

December 17

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

City of Wilmington Committee of the Whole Meetings 2024

The City of Wilmington City Council has set the second Tuesday of each month unless otherwise noted for the 2024 Committee of the Whole meeting dates. All meetings begin at 5:30 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 9

February 13

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 8

November 12

December 10

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

City of Wilmington Planning and Zoning Commission Meetings 2024

The City of Wilmington City Council has set the first Thursday of each month unless otherwise noted for the 2024 Planning and Zoning Commission meeting dates. All meetings begin at 5:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 11

(moved per Commission due to holiday)

February 1

March 7

April 4

May 2

June 6

July 11

(moved per Commission due to holiday)

August 1

September 6

October 3

November 7

December 5

The Planning & Zoning Commission approved the 2024 meeting dates at their meeting on October 5, 2023. These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.



City of Wilmington Police Department

Departmental Memorandum

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

During the month the patrol division had the following activity:

- 1 Pedestrian/Suspicious Stops were conducted
- 154 Business (Walk and Talk) Checks (officers entering businesses during normal hours)
- 7413 Premise Checks (officer checking cursory checks of businesses after hours)
- 1 misdemeanor and/or warrant arrests
- 1 felony arrests
- 36 written traffic citations
- 73 written traffic warnings
- 15 compliance/parking (local ordinance) tickets
- Officers handled an additional 416 calls for service and wrote 39 related reports.
- 9 trucks were weighed based on a suspicion of being overweight and fined accordingly

Investigations Division had the following activity:

- Closed (13) cases: 4 administratively, 1 unfounded, 2 referred, several waiting decision from S.A.
- Added (13) new cases; applied for (3) new search warrants,
- Arrest warrants issues on (2) existing cases.
- Background investigations in process for new applicants, including lateral hires.

Training:

- (14) officers received firearm training – 25 drills, and 4 range days were utilized by visiting agencies.
- Each officer participated in 25 Lexipol daily training scenarios.
- All members have completed one PLI online training course (approximately two hours in length) on the topic of “Illinois Legal Updates”
- (2) officers attended training and are now certified to serve as Field Training Officers (FTO).
- (2) Sergeants attended ‘Adaptive Supervisor’ training.

Administration:

- Hiring process continues; one offer accepted, working to find a 2nd new hire for January academy
- Accreditation: process continues as we work with ILEAP to tweak policies and procedures
- LEADS audit was completed by ISP – our department was found to be in full compliance in all areas.
- Chief attended IML conference in Chicago, September 21-23
- Sergeant promotional process continues; all 3 remaining applicants were interviewed, and Chiefs met with Police Commission to discuss our next promotion to fill the vacant spot left by Sgt. Brimer.

Truck Enforcement

WILMINGTON PD TRUCK REPORT: SEPTEMBER 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>
9/5/23	O/L		\$175		Murphy & Kavanaugh	NTA	Rourke #109
9/5/23	OW - Registration	16,680	\$590	\$260	1st St. & E Baltimore St.	UTC	Rourke #109
9/5/23	OW - Registration	29,520	\$942	\$260	New River & RT53	UTC	Rourke #109
9/7/23	OW - Registration	28,040	\$942	\$260	I55 & New River	UTC	Rourke #109
9/7/23	OW - Axles	2,300	\$270	\$260	New River & Boathouse	UTC	Rourke #109
9/7/23	OW - Registration	2,580	\$238	\$260	Lorenzo & Graaskamp	UTC	Rourke #109
9/7/23	O/L		\$175		Murphy & Kavanaugh	NTA	Rourke #109
9/7/23	O/L		\$175		Stripmine & RT 129	NTA	Rourke #109
9/20/23	Suspended CDL				New River & RT53	NTA	Rourke #109
9/20/23	OW - Gross	1,720	\$100	\$260	New River & RT53	NTA	Rourke #109
9/20/23	No Valid Safety Test		\$100		New River & Boathouse	UTC	Rourke #109
9/20/23	No Valid Safety Test		\$100		Elion & Graaskamp	UTC	Rourke #109
9/20/23	No Valid Safety Test		\$100		Lorenzo & I55	UTC	Rourke #109
9/20/23	No Valid Safety Test		\$100		New River & Boathouse	UTC	Rourke #109
9/21/23	OW - Registration	25,360	\$590	\$260	I55 & New River	NTA	Rourke #109
9/26/23	OW - Registration	29,380	\$942	\$260	RT53 & S. Arsenal	NTA	Rourke #109
9/28/23	OW - Registration	28,920	\$330	\$260	Lorenzo & Elion	NTA	Rourke #109
9/28/23	No Valid Safety Test		\$100		New River & Boathouse	UTC	Rourke #109
TOTAL			\$5,969				

Code Enforcement

PENDING

2023 Seniority List

<u>Name</u>	<u>Hire Date</u>	<u>Rank</u>
Adam Zink	12/17/2007	Chief
Justin Dole	06/04/2013	Adm. Sergeant D.C.
Daniel Brimer	07/08/1991	Sergeant Retired
Kristopher Hopper	09/03/2013	Sergeant
Karl Jurgens	05/07/2014	Sergeant
Samantha Sullivan	07/05/2016	Sergeant
David Soucie	02/07/2006	Patrolman
Matthew Kiebles	09/24/2007	Patrolman Wrk Comp
Fabian Reyes	12/17/2015	Patrolman
Eric Runions	05/28/2019	Patrolman
Sean Liaromatis	07/09/2021	Patrolman
Curtis Knippen	01/10/2022	Patrolman
Michael Pitsenberger	04/05/2022	Patrolman Resigned
Brandon Warick	04/05/2022	Patrolman
Hunter Imhof	10/03/2022	Patrolman
Phillip Bukovic	04/28/2016	Patrolman (PT)
Anthony Ritz	10/04/2016	Patrolman (PT)
Nicholas Vancura	06/08/2022	Patrolman (PT) Resign
Joseph Rourke	06/10/2022	Patrolman (PT)

2024 Seniority List

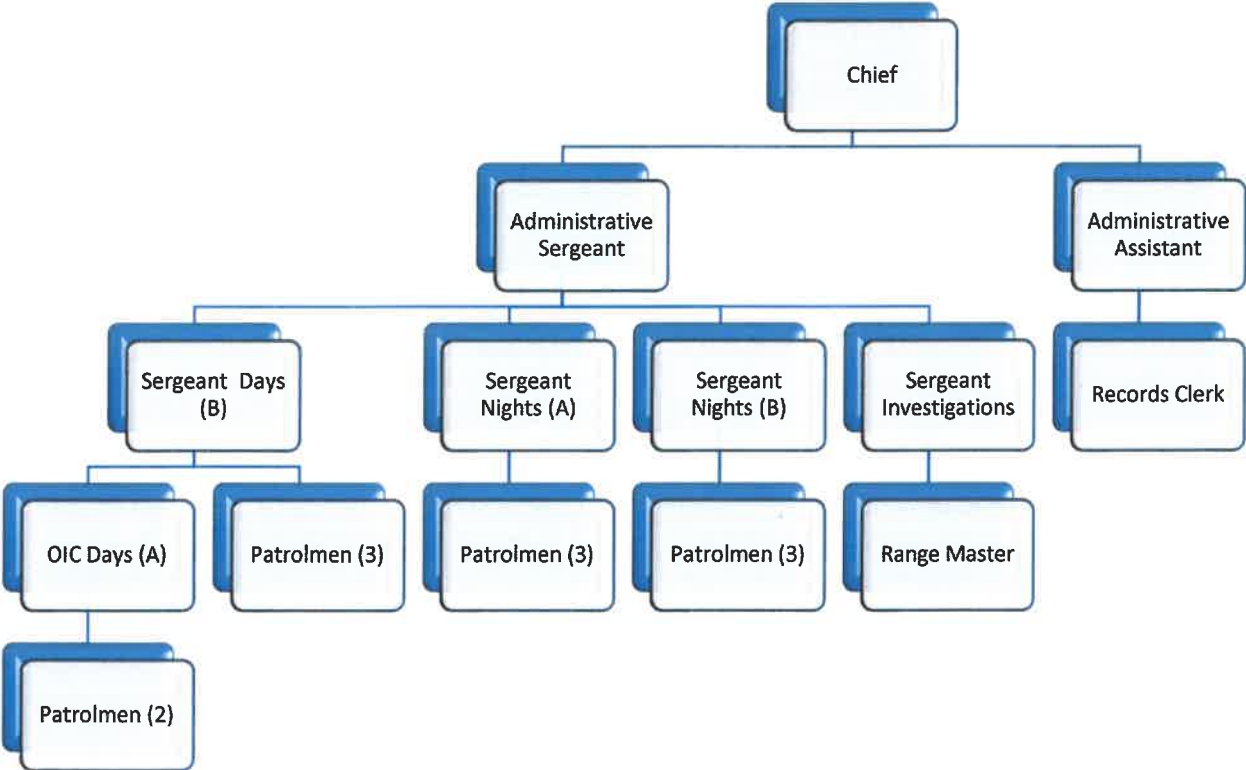
<u>Name</u>	<u>Hire Date</u>	<u>Rank</u>
Adam Zink	12/17/2007	Chief
Justin Dole	06/04/2013	Deputy Chief
Kristopher Hopper	09/03/2013	Sergeant
Karl Jurgens	05/07/2014	Sergeant
Samantha Sullivan	07/05/2016	Sergeant
David Soucie	02/07/2006	Patrolman
Matthew Kiebles	09/24/2007	Patrolman
Fabian Reyes	12/17/2015	Patrolman
Eric Runions	05/28/2019	Patrolman
Sean Liaromatis	07/09/2021	Patrolman
Curtis Knippen	01/10/2022	Patrolman
Brandon Warick	04/05/2022	Patrolman
Hunter Imhof	10/03/2022	Patrolman
Jacob Jasnosz	01/02/2023	Patrolman
Kollin Salazar	01/03/2023	Patrolman
Michael Whitney	08/01/2023	Patrolman
Maxwell Pinski	08/15/2023	Patrolman
Phillip Bukovic	04/28/2016	Patrolman (PT)
Anthony Ritz	10/04/2016	Patrolman (PT)
Joseph Rourke	06/10/2022	Patrolman (PT)

Major Changes since 11/1/2022

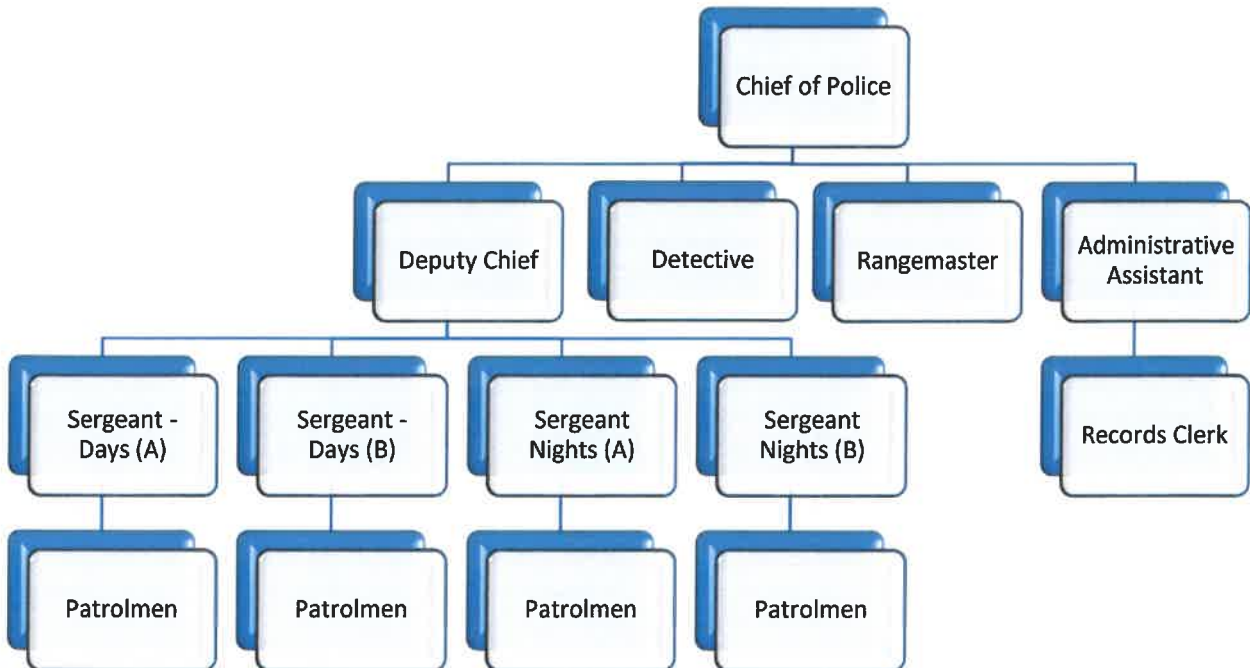
- 11/04/22 - Chief Mitchell resigned
- 12/20/22 – Ofc. Jurgens promoted to Sergeant
- 12/29/22 – Ofc. Jacob Schwartz resigned (Yorkville PD)
- 01/02/23 – Jacob Jasnosz hired
- 01/03/23 – Kollin Salazar hired
- 02/01/23 – Ofc. Matthew Kiebles out on medical (no expected return)
- 03/06/23 – Ofc. Thomas Allen hired
- 04/27/23 – Sgt. Brimer retired
- 05/08/23 – Ofc. Thomas Allen resigned (Academy)
- 06/20/23 – Sgt. Dole appointed to Deputy Chief
- 07/23/23 – PT Ofc. Nicholas Vancura resigned
- 08/01/23 – Michael Whitney hired
- 08/16/23 – Maxwell Pinski hired
- 08/16/23 – SRO Brimer hired
- 08/16/23 – Ofc. Michael Pitsenberger resigned (Evansville PD)

- *11/07/23 – Sergeant promotion (fill Brimer's slot)
- *12/05/23 – Swear in (2) new patrolmen
- 01/01/24 – Detective rotation

2023 Organizational Chart



2024 Organizational Chart



Additional Responsibilities

- **Day-shift Sergeant A:** Range instructor, member of Will County Major Crimes Task-force, FTO, assist with new Detective transition, Supervise Code Enforcement
- **Day-shift Sergeant B:** Canine handler/program coordinator, Fleet Management
- **Night-shift Sergeant A:** Oversees truck enforcement program, Evidence Vault, FTO
- **Night-shift Sergeant B:** FTO program administrator, department training, Firearms instructor, background investigations for new hires
- **Patrolmen:** Drone pilots, truck enforcement officers, evidence technicians, juvenile specialists, mental-health program, designated marksman, etc..

Future Goals

- RETAIN GOOD EMPLOYEES!!!
- Hire and train our next (3) officers (already in progress)
- Hire 1-2 additional part-time officers
- Continue developing range instructors, prepare the next rangemaster
- Assign 1-2 officer(s) to specialty unit (DEA task force, Auto theft unit, etc..)
- Add (1) Detective position to our Investigations division
- Eventually increase staffing to (1) Sergeant and (3) patrol officers per shift, as the department grows

WILMINGTON EMERGENCY SERVICES& DISASTER AGENCY

WILMINGTON ESDA

COMMITTEE REPORT

10-10-23

9-9-23	Traffic/Mutual Aid Braidwood ESDA/ Homecoming Parade
9-20-23	Rehab/ Wilmington Fire/ Structure Fire
9-22-23	Traffic/ Wilmington Homecoming Parade
9-22-23	Traffic/ Park vehicles Wilmington Football Game
10-1-23	Rehab/ Rockdale/ Structure Fire
10-1-23	Special Event/ Wilmington Police Event



City of Wilmington Public Works

To: Honorable Mayor Dietz and City Council Members
From: James Gretencord, Director of Public Works
Subject: September Director's Report
Date: October 10, 2023

City Crew:

- Completed 45 work orders
- Installed storm sewer and catch basin in the alley between the 200 block of N. Main and N. Water Street
- Installed a sewer by-pass on the forced main for the North Island Lift Station rehabilitation project
- Ran new water service to 213 Fulton Street
- Repaired water main break on Marion Drive
- Removed the wooden barriers at South Island Park
- Completed Sidewalk Share Program on Lafayette Street

Sewer Department:

- Completed 74 Utility Locates
- Drained cleaned and maintenance the West Clarifier

Water Department:

- Drained, maintained, inspected and removed lime build up on #1 ClariCone.
- Replaced the grit valve on #1 ClariCone
- Replaced the blow-down valve on #1 ClariCone
- Replaced the meter at the Arsenal Road booster station
- 20 service orders

Other:

- Mueller Roofing will be on site October 9th to begin to replace the roof at the Water Reclamation Plant. This is scheduled to take three days weather permitting.
- The Seal Coating to the City Hall parking lot has been completed.
- Our portion of work has been completed to the North Island Lift Station. City Staff is working with Bowman, ComEd and Wesa to schedule the remainder of the rehabilitation.
- City Staff has met with CMAP to review the road ratings they have collected. The next steps include the creation of a maintenance plan and five-year Capital Improvement Plan tailored to our needs and budget restraints. This will all be followed by a presentation before City Council.



MEMO

Date: October 10, 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: Approve the Lead Service Line Inventory Engineering Agreement with Chamlin and Associates.

Budget Impact: Total Impact of \$44,000.
\$40,000 will be reimbursed by the IEPA Lead Service Inventory Grant.
The City will incur \$4,000 line item 02-17-6337 Water Capital

Request: Approve the engineering agreement for the Lead Service Line Inventory with Chamlin and Associates.

Discussion: The City of Wilmington has been awarded a \$40,000 grant by the Illinois EPA to hire a third party to complete a Lead Service Line Inventory. The work that needs to be completed to create an accurate LSLI is: mailing questionnaires to residents, reviewing historical data, and on-site inspections. Chamlin and Associates is working with multiple neighboring communities to complete the same scope of work. In addition to this, Chamlin and Associates are familiar with the City of Wilmington's infrastructure. It is for these reasons I am recommending the approval of the Lead Service Line Inventory Engineering Agreement with Chamlin and Associates. This work is to be completed and reported to the IEPA by April 15, 2024. This is a budgeted request.

Motion: Approve the engineering agreement for the Lead Service Line inventory with Chamlin and Associates not to exceed the total cost of \$44,000.

Thank you in advance for your consideration of this request.

Clerk
Chamlin Engineer
IEPA
PDF to Chamlin
Acctg.

AGREEMENT FOR ENGINEERING SERVICES

CITY OF WILMINGTON LEAD SERVICE LINE INVENTORY

This AGREEMENT, made this _____ day of _____, _____, by and between the City of Wilmington, Illinois hereinafter referred to as the OWNER, and Chamlin & Associates, Inc., hereinafter referred to as the ENGINEER:

The OWNER intends to complete a Lead Service Inventory in accordance with IEPA Lead Service Inventory Grant requirements.

The following tasks will be performed in order to provide for the necessary elements required:

1. Identify Water Users – Preliminary Findings Phase
 - a. Get list of billing from City.
 - b. Prepare and send questionnaire, paper and/or online.
 - c. Collect and enter returned questionnaire information in IEPA spreadsheet template.
2. Identify Historical Data
 - a. Meet with Public Works to review known areas of lead services and other pertinent information.
 - b. Provide GIS mapping to digitally catalogue collected data.
 - c. Update maps/GIS with recent projects that have new services.
3. On-Site Inspection Phase
 - a. Determine locations of unknown service line material using questionnaire and historical data.
 - b. Schedule inspections with residents and City as needed, and if possible.
 - c. Facilitate potholing strategic locations around service area via sub-contractor.
 - d. Update database and maps/GIS.
4. Report Phase
 - a. Finalize collected data in the IEPA spreadsheet template.
 - b. Submit final results to IEPA.

Plan is to be completed by April 15, 2024.

SECTION A - GENERAL PROVISIONS

1. General

- a. This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party

of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- b. The ENGINEER will attend conferences and/or public hearings with the OWNER, representatives of the IEPA, or other interested parties and provide assistance in connection with such undertakings as may be reasonably necessary for this Project.

2. Responsibilities of the ENGINEER

- a. The ENGINEER shall be responsible for professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER's duties under this Agreement. The ENGINEER shall promptly, and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services.
- b. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER's control.
- c. The ENGINEER hereby agrees to save, indemnify and hold harmless the OWNER from any and all claims, demands, causes of action or the like arising from any act, omission or otherwise by said ENGINEER under this Agreement.
- d. The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for services directly provided by the ENGINEER.

3. Responsibilities of the OWNER

- a. The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.
- b. The OWNER shall provide the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

4. Changes

- a. The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives

the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

- b. No services for which the ENGINEER will charge any additional compensation shall be furnished without the written authorization of the OWNER.

5. Termination of Contract

- a. This Agreement may be terminated in whole or in part by writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within ten (10) days, copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party in Agreement to complete the work under this Agreement.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

6. Payment

- a. The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER.
- b. Payment for ENGINEERING SERVICES is due and payable upon submission of a detailed statement of charges. The lump sum fee may be broken out into two invoices of equal amounts.
- c. No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the ENGINEER under this Agreement. The ENGINEER shall prepare the estimates of work performed and shall supplement them with such supporting data as the OWNER may require.
- d. Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

7. Audit and Access to Records

- a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER shall provide facilities for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.
- f. The ENGINEER agrees to include subsections a.-e. above in all his contracts and all subcontracts directly related to project performance which are in excess of \$25,000.

8. Subcontracts

- a. Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.
- b. The ENGINEER may not subcontract services in excess of thirty (30) percent of the contract price to subcontractors or consultants without the OWNER's prior written approval.

9. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

10. Nondiscrimination Clause

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

11. Covenant Against Contingent Fees

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the OWNER (loan recipient) shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

12. Remedies

Unless otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to his Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the OWNER is located.

13. Assurance Against Debarment

See Form EPA 5700-49 "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" attached herein.

14. Lobbying

Article XI from Intergovernmental Grant Agreement

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had a procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of Article XI - Lobbying in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) 2 CFR Part 200, Grantee shall forward all disclosure by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SECTION B - ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in the task list of this AGREEMENT, unless otherwise mutually agreed to in writing by both parties.
2. Engineering services provided in Section B will take effect upon execution of this agreement.

SECTION C – ADDITIONAL ENGINEERING SERVICES

Compensation for additional services beyond the scope of services described in Section B shall be in accordance with the ENGINEER's fee schedule current at the time such services are rendered. The fee schedule as of the date of this Agreement is included as Attachment II.

The engineering services provided by this Agreement will conclude with the submittal of the Lead Service Inventory Report. Further assistance and involvement with any additional work relative to the replacement of lead service lines shall be subject to a separate agreement, subject to the Engineer's current fee schedule, as of the time when the work is provided.

If the scope of the project expands beyond that indicated in the task list, an Amendment to this Agreement may be negotiated, as agreed to by the Engineer and Owner, on a time and materials basis.

SECTION D – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below:

Executed by the OWNER:

CITY OF WILMINGTON, ILLINOIS

ATTEST:

BY: _____
Joie Ziller, City Clerk


BY: _____
Ben Dietz, Mayor

DATE: _____

DATE: _____

(SEAL)

Executed by the ENGINEER:

BY: 

Casey J. McCollom, Director

ATTACHMENT I

COMPENSATION FOR SECTION B – ENGINEERING SERVICES

1. Compensation for ENGINEERING SERVICES as described in Section B shall be on a lump sum basis for services described in Section B as follows:

LUMP SUM FEE: \$40,000

2. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.
3. Compensation for additional engineering services, as described in Section C, is not included in the lump sum engineering fees outlined herein.

ATTACHMENT II - FEE SCHEDULES

1. SCHEDULE OF HOURLY RATES

The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Travel and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the OWNER, the ENGINEER may subcontract part of the services provided under this Agreement. If the ENGINEER subcontracts part of this work, the OWNER will pay the actual cost to the ENGINEER. "Cost to the ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work.

2023-2024 RATE SCHEDULE				
Grade Classification	Hourly	Grade Classification	Hourly	
<u>of Employee</u>	<u>Rate</u>	<u>of Employee</u>	<u>Rate</u>	
Principal	170.00	Sr. Party Chief	120.00	
Sr. Project Engineer II	165.00	Party Chief	102.00	
Sr. Project Manager	165.00	Instrument Operator	94.00	
Sr. Structural Engineer	165.00	Rodman	63.00	
Sr. Project Engineer I	159.00	Admin. Support Staff	46.00	
Structural Engineer	156.00			
Project Engineer	155.00	Vehicle	12.00	
Professional Land Surveyor	128.00	Total Station	13.00	
Engineer	142.00	Survey Equipment	33.00	
Project Manager	128.00	Inspection Vehicle	9.00	
Engineer (EIT)	120.00	Mileage	State Rate	
Designer	112.00	Computer & Plotter	18.00	
Inspector I	108.00	UTV Rental	350.00	/Day
Inspector II	112.00	Drone Usage Fee	110.00	Flat Rate
GIS Coordinator	102.00	Drone Roof Survey (Including Usage Fee)	150.00	Flat Rate
Chief Engineering Aide	130.00	Drone Ground Control (Including Usage Fee)	155.00	Flat Rate
Sr. Engineering Aide	102.00			
Engineering Aide	93.00			
Draftsman	83.00			

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.



XXXXXX

SRF Project Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Casey J. McCollom, Director – Chamlin & Associates, Inc.

Typed Name and Title of Authorized Representative

10/2/2023

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

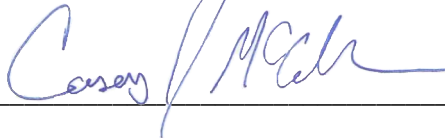
SUBJECT: City of Wilmington
Lead Service Inventory

To Whom It May Concern:

Chamlin & Associates will not be utilizing subconsultants during this project.

Respectfully submitted,

CHAMLIN & ASSOCIATES, INC.



Casey J. McCollom, P.E.

10/2/2023

Date

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