



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

**Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
February 19, 2019
7:00 p.m.**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

John Persic, Jr.	Kevin Kirwin
Dennis Vice	Floyd Combes
Lisa Butler	Fran Tutor
Steve Evans	Frank Studer

IV. Approval of Minutes from the February 5, 2019 Regular City Council Meeting

V. Mayor's Report

1. Approve the Mayoral Appointment James W. Studer as City Clerk, with a term expiring May 1, 2021
2. Swearing in of James W. Studer
- ~~3. Approve the Mayoral Appointment of Part Time Police Officer removed from agenda~~
4. Announcement – Consideration to amend the ordinance that regulates the operation of golf carts on City streets to also include Utility Task Vehicles

VI. Public Comment

(State your full name clearly; limit 5 minutes each per Ordinance 17-10-17-05)

VII. Planning & Zoning Commission

1. Approval of the Planning & Zoning Commission's recommendation to approve the Site Plan for VFW Post 5422 with the following Conditions:
 - a. Final engineering and final planning review by the City Engineer and City Planner
 - b. Submittal and City Staff review of a site landscaping plan
 - c. Submittal and city Staff review of a site lighting plan
 - d. Submittal and City Staff review of an easement to the City/public over the sidewalk proposed along Baltimore Street
 - e. Submittal and City Staff review of a signage plan
 - f. Submittal and City Staff review of the materials for the proposed trash enclosure
2. The next regular scheduled meeting is Thursday, March 7, 2019 at 5:00 p.m.

VIII. Committee Reports

A. Buildings, Grounds, Parks, Health & Safety Committee *Co-Chairs – John Persic, Jr. & Steve Evans*

1. The next scheduled meeting is March 13, 2019 at 5:30 p.m.

B. Water, Sewer, Streets & Alleys Committee *Co-Chairs – Frank Studer & Kevin Kirwin*

1. The next scheduled meeting is Wednesday, March 13, 2019 at 6:00 .m.

C. Police & ESDA Committee *Co-Chairs – Frank Studer & Fran Tutor*

1. The next scheduled meeting is Tuesday, March 12, 2019 at 5:30 p.m.

D. Finance, Administration & Land Acquisition Committee
Co-Chairs – Frank Studer & Fran Tutor

1. Approve the Accounting Reports as Presented by the City Accountant
2. Approve Ordinance No. 19-02-19-02 – An Ordinance Authorizing the Execution of a Real Estate Sales Contract and the Purchase of Property Commonly Known as 212 N. Water Street, Wilmington, Illinois 60481
3. Approve the quote submitted by Zenner Performance Meters, Inc. for personnel assistance with the Water Meter Transmitter Replacement Program
4. The next scheduled meeting is Tuesday, March 19, 2019 at 6:00 p.m.

E. Ordinance & License Committee
Co-Chairs – Lisa Butler & Floyd Combes

1. Approve Ordinance No. 19-02-19-01 – An Ordinance Amending the Regulation of and Application for Small Wireless Facilities
2. The next scheduled meeting is Tuesday, March 12, 2019 at 6:00 p.m.

F. Personnel & Collective Bargaining Committee
Co-Chairs – John Persic, Jr. & Dennis Vice

IX. Attorney's Report

The next City Council meeting is Tuesday, March 5, 2019 at 7:00 p.m.

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**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
Thursday, February 5, 2019**

Call to Order

The Regular Meeting of the Wilmington City Council on February 5, 2019 was called to order at 7:00 p.m. by Mayor Roy Strong in the Council Chambers of the Wilmington City Hall.

Roll Call

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

Aldermen Present Tutor, Kirwin, Vice, Combes, Persic, Studer, Evans, Butler

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/Deputy City Clerk Joie Ziller, Director of Public Works Darin Fowler, Accountant Kim Doglio and Attorney Bryan Wellner, Police Chief Phillip Arnold

Approval of Minutes

Alderman Studer made a motion and Alderman Tutor seconded to approve the January 15, 2019 Regular City Council meeting minutes, as amended, and have them placed on file.

Upon roll call, the vote was:

AYES: 8 Studer, Persic, Evans, Tutor, Kirwin, Vice, Combes, Butler

NAYS: 0

The motion carried.

Mayor’s Report

Mayor Strong speaks on how the downtown area of Wilmington is so important and there needs to be ways to improve the future of the City. Finding area’s to park downtown is very important because that is where the main activities are held. The Mayor speaks about a lot that he hopes the City gets and says the City won’t ever get a chance for a spot like that again. There is even talks about making part of the lot a park area. Mayor Strong believes this is something the City needs to grab because he does not think something like this will become available for a while.

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1. Mayoral Appointment – Recommendation for City Clerk:

James Studer has lived in Wilmington, on Widows Road, for 23 years. He is very interested in getting into the process and figured this was a good place to start. Mr. Studer is looking forward to helping the City out in the role of City Clerk. The Mayor and the Aldermen are glad someone is interested in this position and everyone agrees that James is the right candidate for the job. The swearing in of James Studer will be done at the February 19, 2019 City Council Meeting.

Public Comment

Director of Public Works Darrin Fowler ask he needs to have the crews go downtown after big events and tidy up the area? The Mayor suggests making an ordinance saying no parking downtown, after 3 o'clock, from November thru March. Alderman Tutor notes that there are signs downtown and they should be enforced if the law is being broke.

Planning & Zoning Commission

Administrator Ziller says the Commission will be reviewing the site plan for the VFW, and if everything goes well it will go for full approval at the next City Council meeting. There will also be review and approval of the 2019 zoning map.

The next meeting is scheduled for Thursday, February 7, 2019 at 5:00 p.m.

Committee Reports

Buildings, Grounds, Parks, Health & Safety Committee

The next scheduled meeting is Wednesday, February 13, 2019 at 5:30 p.m.

Water, Sewer, Streets and Alleys Committee

The next scheduled meeting is Wednesday, February 13, 2019 at 6:00 p.m.

Police & ESDA Committee

The next scheduled meeting is Tuesday, February 12, 2019 at 5:30 p.m.

Finance, Administration & Land Acquisition Committee

Alderman Studer made a motion and Alderman Tutor seconded to approve the Accounts Payable reports dated February 5, 2019 in the amount of \$2,677,265.49

Upon roll call, the vote was:

AYES: 8 Studer, Persic, Evans, Kirwin, Vice, Combes, Butler, Tutor

NAYES: 0

ABSENT: 0

The motion carried.

The next scheduled meeting is Tuesday, February 19, 2019 at 6:00 p.m.

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Ordinance & License Committee

Alderman Butler made a motion and Alderman Combes seconded to approve Ordinance No. 19-02-05-01 – An Ordinance Adopting and Incorporating the Will County Stormwater Management Ordinance by Reference

Upon roll call, the vote was:

AYES: 8 Studer, Persic, Evans, Kirwin, Vice, Combes, Butler, Tutor

NAYES: 0

ABSENT: 0

The motion carried.

The next scheduled meeting is Tuesday, February 12, 2019 at 6:00 p.m.

Personnel & Collective Bargaining Committee

Nothing at this time.

Attorney's Report

Attorney Wellner says there is an Ordinance on record that is following the Illinois state statute. The big things that they set out are: time limits to approve small wireless facility applications, the rates that we can charge them and how we regulate them with esthetics and some location matters. The FCC put out a proposed order in November pulling everything back, saying that States, Municipalities, everyone, is over regulating these things and are in violation of Federal Law. Wellner hopes to get going with an Ordinance, amending the City's current Small Wireless Facility Ordinance on the next Agenda.

Executive Session

Alderman Persic made a motion and Alderman Tutor seconded to go into Executive Session at 7:23 p.m. to discuss the Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employee(s) [5 ILCS 120/2(c)(1)]

Upon roll call, the vote was:

AYES: 8 Studer, Persic, Evans, Kirwin, Vice, Combes, Butler, Tutor

NAYES: 0

ABSENT: 0

The motion carried.

Alderman Persic made a motion and Alderman Tutor seconded to move to close Executive Session at 8:25 p.m.

Upon roll call, the vote was:

AYES: 8 Studer, Persic, Evans, Kirwin, Vice, Combes, Butler, Tutor

NAYES: 0

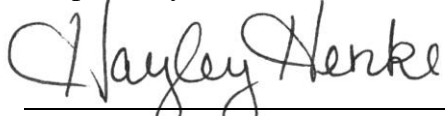
ABSENT: 0

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Adjournment

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman Kirwin. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on February 5, 2019 adjourned at 7:34 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Hayley Henke". The signature is written in a cursive style with a large initial "H".

Hayley Henke, Executive Secretary

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Minutes to the City of Wilmington
Planning and Zoning Commission Meeting
Wilmington City Hall
1165 South Water Street
Thursday, January 7, 2019 at 5:00 PM

Call to Order

The January 7, 2019 meeting of the Wilmington Planning & Zoning Commission was called to order at 5:14 p.m. by Chairman Bryan Humphries in the Council Chambers of the Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members answered “Here” or “Present”:

Commissioners Humphries, Jones, Kulpa, Wysocki, Tryner, Jones arrived at 5:29 pm.

Commissioner’s Absent

Clennon, Smith

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 Joie Ziller, City Engineer & Planner Rodney Tonelli

Approval of Minutes

Commissioner Kulpa made a motion and Commissioner Wysocki seconded to approve the December 6, 2018 Planning & Zoning meeting minutes as written and have them placed on file after amendment is made

Upon roll call, the vote was:

AYES: 4 Humphries, Kulpa, Wysocki, Tryner

NAYS: 0

ABSENT: 3 Clennon, Smith, Jones

Commissioners Review/Approval/Recommendation

Commissioner Tryner made a motion and Commissioner Kulpa seconded to approve the site plan for the VFW Post 5422, subject to the condition from City Staff and compliance with the six conditions in the City’s memo.

City Planner Rodney Tonelli reviews the site plan with the Commissioners. Thru the help of their consultants, the VFW Post 5422, has come up with a site plan. The new site plan shows the building is at just over 5,800 square feet and will now have over 64 parking

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spots. Attached is the Site Improvement Plans submitted by Chamlin & Associates, Inc. Permits need to be put in place before the building can start to be built. A man brings up three parking stalls, in the front parking lot, that slightly hang over into the third street right-o-way. The building will have sprinklers.

Upon roll call, the vote was:

AYES: 4 Humphries, Kulpa, Jones, Wysocki, Tryner

NAYS: 0

ABSENT: 2 Clennon, Smith


The motion carried.

Public Comment

Adjournment

Motion to adjourn the meeting made by Commissioner Tryner and seconded by Commissioner Wysocki. Upon voice vote, the motion carried. The Wilmington Planning & Zoning meeting held on January 7, 2019 adjourned at 5:30 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Joie Ziller". The signature is written in a cursive style and is positioned above a horizontal line.

Joie Ziller
Deputy City Clerk

Memorandum

To: Wilmington Planning and Zoning Commission
From: Rodney Tonelli, AICP
Date: January 31, 2019
RE: VFW Post 5422

Site Improvement Plans submitted by Chamlin & Associates, Inc. with a revision date of 11/20/2018 and Proposed Site Plan and Architectural Plans prepared by Jeff Jarvis Architect with a revision date of 11/27/2018 plan have been submitted for review and site plan approval for the proposed VFW Post 5422..

Summary

The applicant has submitted revised plans for the proposed VFW building to be located at 557 W. Baltimore Street. They have reduced the size of the building to 5,814 square feet. The previous plan that you reviewed in November 2018 showed the building at over 10,000 square feet. The previous plan did not allow all of the required parking to be provided on-site. In the new plan, the reduced building size allows the on-site parking to be increased to 64 spaces and no off-site parking is proposed. An overall site plan is attached showing the orientation of the building, the location of the parking areas, access drives and other site improvements.

Current Zoning

The property that the VFW will be built on is currently zoned B3 General Commercial. Banquet facilities, clubs, lodges and meeting halls are permitted uses within the B3 General Commercial zoning district.

Plan Review and Analysis

Staff has reviewed the submitted site plan and associated engineering documents and submitted review comments to the design engineer. No landscape plans or signage documents or drawings were received or reviewed as part of this memorandum.

The proposed building is a one-story building containing 5,814 square feet. The building is clad in an off-white color, corrugated metal siding. The north elevation and the entrance area of the west elevation will have a brick veneer wainscot. The rest of the building will have a red colored corrugated metal wainscot to contrast the main wall color. The roof material is proposed to be a metal roof in a green color.

The plan shows 64 on-site parking spaces. The site plan lists 172 restaurant occupants within the parking section and lists 1 space per 3 occupants for a total of 57 spaces required. The site plan shows the parking spaces in the main lot to extend slightly into the third street right-of-way. This is consistent with how the parking area had historically been used as there is no break in the pavement from the street to the parking area. The site plan has provided striping to provide



Ruettiger, Tonelli & Associates, Inc.

Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants

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for clear traffic circulation and distinguish between the end of the parking area and roadway pavement. Council approval of the site plan will confirm City approval of the extension of the parking stalls into the City right-of-way.

The proposed building in the B3 district requires a 40 foot front yard setback with no setback requirements for side or rear yards. The proposed building is setback 134 feet from the front lot line.

The proposed site plan shows access only to the 3rd Street right-of-way. A sidewalk is shown along the Baltimore Street frontage on the private side of the property line. An easement will be needed over this sidewalk for public use.

No landscape plan has been submitted or reviewed. Landscaping is required around all parking lots and drives and along the building. A landscape plan should be submitted for City review.

Parking lot lighting is required in all nonresidential use parking areas containing 5 or more parking stalls. No lightning is shown on the plans and a site lighting plan needs to be submitted.

A trash enclosure is proposed at the east end of the parking lot south of the building. No details were submitted regarding the design or materials to be used for constructing the enclosure. Staff would request that the enclosure be built out of sight proof materials such as board-on-board fencing.

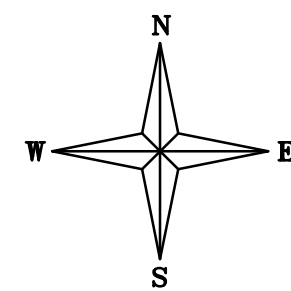
Recommended Actions

Staff is recommending that the Wilmington Planning and Zoning Commission make a motion to recommend that the City Council approve the site plan for VFW Post 5422 with the following conditions:

1. Final engineering and final planning review by the City Engineer and City Planner
2. Submittal and City staff review of a site landscaping plan
3. Submittal and City staff review of a site lighting plan
4. Submittal and City staff review of an easement to the City/public over the sidewalk proposed along Baltimore Street.
5. Submittal and City staff review of a signage plan
6. Submittal and City staff review of the materials for the proposed trash enclosure.

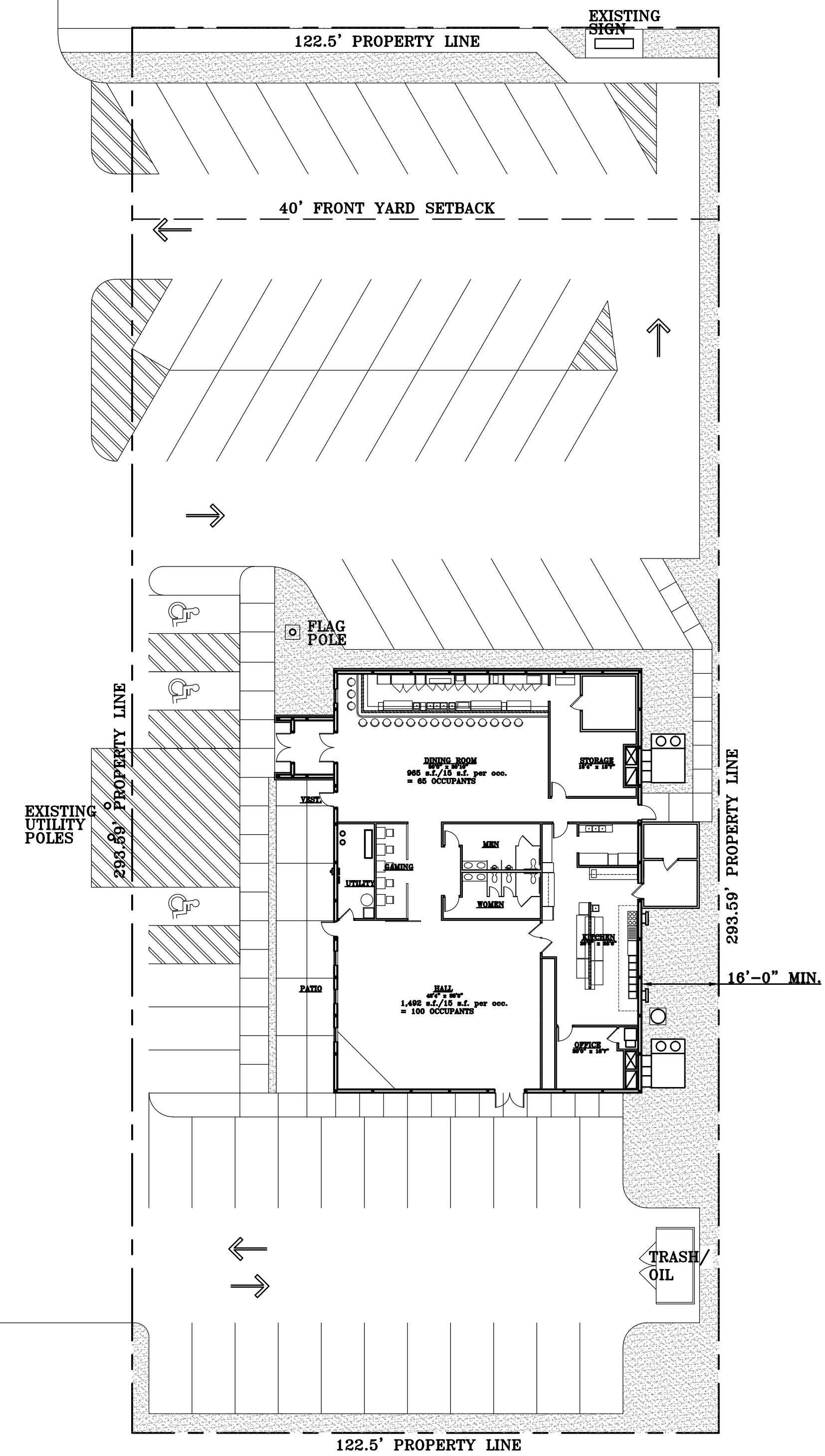


AERIAL REFERENCE PLAN
1" = 40'-0"

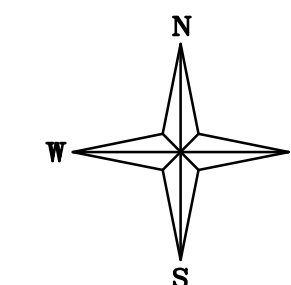


ZONING SUMMARY			
ZONED:		ACTUAL	ORDINANCE
B-3, GENERAL COMMERCIAL			
LOT AREA	35,964 s.f.		
BUILDING AREA	5,814 s.f.	16.2%	70% MAX.
FRONT YARD SETBACK		134'	40' MIN.
REAR YARD SETBACK		71'	NONE
SIDE YARD SETBACK		30'/16'	NONE
OFF STREET PARKING	RESTAURANT	64 Spaces	1 per 3 Seats 172 Occupants / 3 = 57 Spaces Req'd

WEST BALTIMORE STREET



SITE PLAN
1" = 20'-0"



JEFF JARVIS
Architect
2983 River Road
Kankakee, Illinois

VFW POST 5422
557 West Baltimore Street
Wilmington, Illinois

REFER TO CIVIL
DRAWINGS BY
CHAMLIN & ASSOC.
FOR SITE DRAINAGE,
TOPOGRAPHY AND
UTILITIES

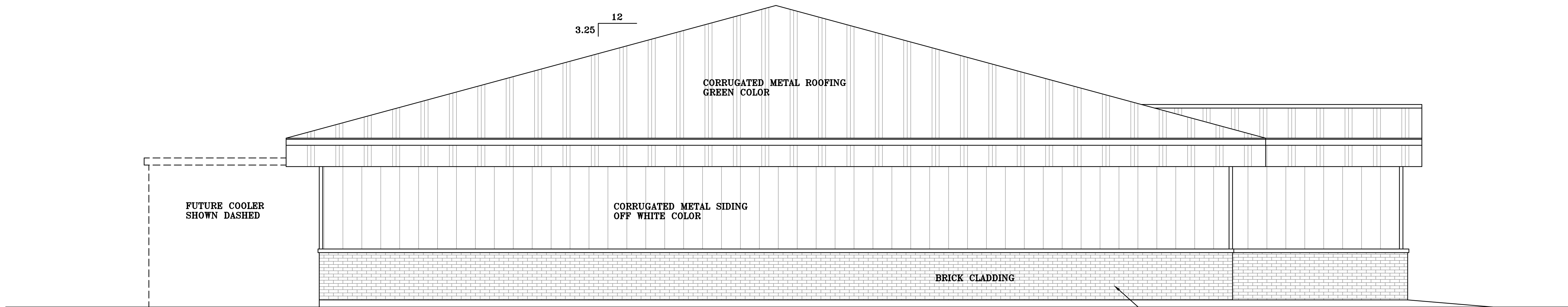
DATE	ISSUE
10/22/18	PRELIMINARY
10/31/18	PRELIMINARY
11/6/18	PRELIMINARY
11/27/18	REVISIONS

SITE PLAN

Sheet No.
A-2

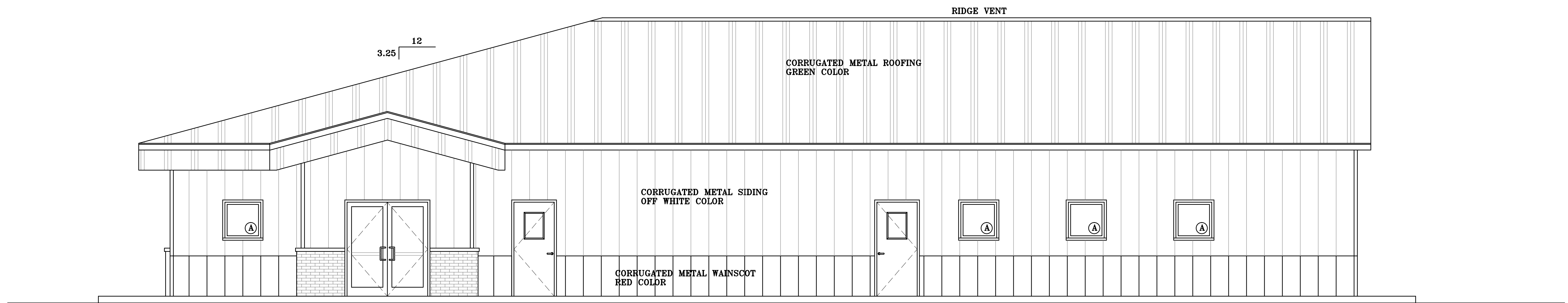
JEFF JARVIS
Architect
2983 River Road
Kankakee, Illinois

VFW POST 5422
557 West Baltimore Street
Wilmington, Illinois



A NORTH ELEVATION
1/4" = 1'-0"

ANCHOR MASONRY VENEER WITH WALL TIES
@ 24" HORIZ. AND 16" VERT.
INSTALL BASE COURSE FLASHING WITH
SASH CORD WEEPS @ 24"



B WEST ELEVATION
1/4" = 1'-0"

WINDOW SCHEDULE
A 36" x 36" AWNING UNIT

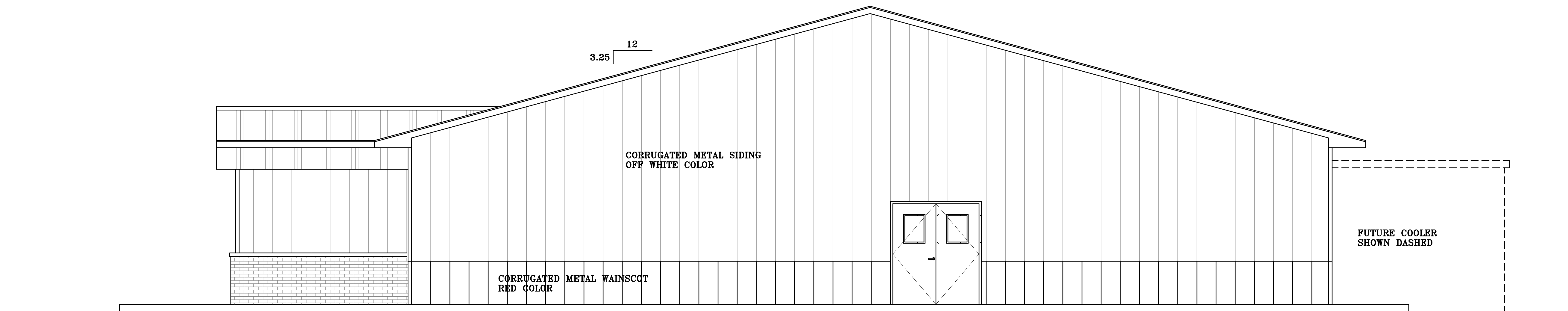
DATE	ISSUE
7/24/18	PRELIMINARY
7/27/18	PRELIMINARY
8/24/18	PRELIMINARY
10/2/18	PERMIT REVISIONS
10/27/18	REVISIONS

BUILDING
ELEVATIONS

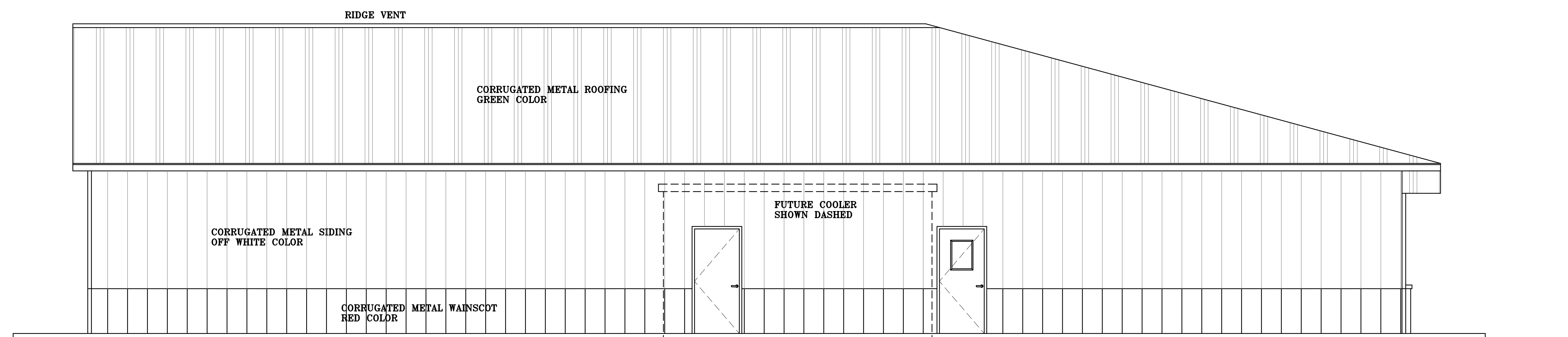
Sheet No.
A-5

JEFF JARVIS
Architect
2983 River Road
Kankakee, Illinois

VFW POST 5422
557 West Baltimore Street
Wilmington, Illinois



C SOUTH ELEVATION
1/4" = 1'-0"



D EAST ELEVATION
1/4" = 1'-0"

DATE	ISSUE
7/24/18	PRELIMINARY
7/27/18	PRELIMINARY
8/24/18	PRELIMINARY
10/2/18	PERMIT REVISIONS
10/27/18	REVISIONS

BUILDING
ELEVATIONS

Sheet No.
A-6

GENERAL NOTES

The Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, and Supplemental Specifications and Recurring Special Provisions (latest edition) and the "Standard Specifications for Water and Sewer Construction in Illinois" 7th Edition 2014 shall govern applicable portions of this project.

It shall be the responsibility of the Contractor to examine the Plans and Specifications, visit the work site, be informed of the work involved, be informed of federal, state, and local laws, local code requirements, ordinances, rules and regulations, and any other items which may affect the cost and/or time to complete the project. It is the Contractor's responsibility to notify the Engineer should any discrepancies be noticed between the Plans, Specifications, or work site.

The location of existing underground or overhead utilities if shown on the Plans is for the convenience of the Bidder only. The Owner and/or Engineer assumes no responsibility whatsoever with respect to the accuracy or completeness of the information shown. It shall be the responsibility of the Contractor to determine the actual location of all such utilities.

The Contractor shall be responsible for the proper protection of all existing public or private roadways, structures, and utilities prior to the start of construction and shall be responsible for any damage to said roadways, structures, and utilities. Any roadway, structure, or utility that is damaged during construction shall be repaired or replaced by the Contractor at the Contractor's expense.

When survey control points are set by the Engineer to establish the horizontal and vertical control required for the construction of the various contract items of work, the Engineer shall be responsible for the accuracy of the control points set. The Contractor shall assume full responsibility for all measurements taken or derived by the Contractor from control points set by the Engineer.

The Contractor shall protect and preserve all control points or reference stakes set by the Engineer. Should the Contractor disturb any control point or reference stake without the prior approval of the Engineer, the Engineer may deduct the direct engineering cost incurred in the re-establishment of the control point or reference stake from compensation due the Contractor.

Traffic control shall be in accordance with applicable portions of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, and Supplemental Specifications and Recurring Special Provisions (latest edition) and the latest edition of the "Illinois Manual for Uniform Traffic Control for Streets and Highways". The Contractor shall be solely responsible for use of appropriate Illinois Department of Transportation Highway Standards pertaining to traffic control for the entire duration of the project and solely liable for any accidents, which may occur due to inadequate traffic control.

All roadways and driveways shall remain open throughout the project unless prior consent is granted by the Municipality and/or the State for any Contractor-requested roadway closures. The Contractor shall make arrangements or schedule work so that access to properties within the work site is maintained at all times.

Unless otherwise provided, traffic control shall be considered incidental to the contract.

All field tiles encountered during construction shall be routed to the storm water system. The Contractor is required to consult with the Municipality regarding the disposition of any field tiles encountered.

Should hazardous materials be encountered during construction, the Contractor shall immediately notify the Owner or Owner's Representative.

All clean construction demolition debris (CCDD) certification/disposal (if required) shall be the responsibility of the Contractor.

Soil erosion and sediment control shall be in accordance with applicable portions of the Illinois Urban Manual, latest edition.

Provisions shall be made to minimize the transport of sediment by vehicular traffic from the construction site. All streets shall be cleaned daily or as necessary to keep clean of sediment and debris caused by construction activities. Adjacent properties shall be protected from sediment deposition by use of an acceptable erosion control practice such as vegetative buffer strips or sediment barriers. Should an erosion control item not be included as a Bid Item or not be addressed per Special Provision and be determined necessary by the Engineer, those items will be paid for at a pre-approved unit price.

For construction sites with one (1) acre or more of disturbance, all Contractors and Sub-Contractors will be required to certify a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP, if necessary, and all permits pertaining to soil and erosion control will be prepared and submitted by the Owner/Engineer.

It will be the Contractor/Sub-Contractor's responsibility to implement and follow the SWPPP.

When requested by the Owner, the Engineer shall provide construction inspection to ascertain the work is in substantial conformance with the Contract Documents and with the design intent. The Engineer's undertaking shall not relieve the Contractor from the Contractor's obligation to perform work in conformity with the Plans and Specifications and in a workmanlike manner, shall not make the Engineer an insurer of the Contractor's performance; and shall not impose upon the Engineer any obligation to ensure that the work is performed in a safe manner. The Contractor shall be totally responsible for safety for this project.

The Contractor shall record the vertical and horizontal locations of all pipe bends, valves, manholes, sewer service taps and all additional information necessary for the preparation of "As Constructed" plans. The "As Constructed" plans will be prepared by the Owner or Owner's Representative.

All pumped ground water shall be filtered before discharging onto ground.

WATER MAINS/WATER SERVICES

The Contractor shall provide all labor, materials, tools, and equipment necessary to construct the water main and services as detailed on the Plans and in the Specifications.

All water mains and services shall have a minimum cover of five and one-half feet (5.5').

Water service lines shall be protected from sanitary sewers, storm sewers, sewer service connections and drains in accordance with Title 35, Environmental Protection Agency Subtitle F; Public Water Supplies, Chapter 11; Environmental Protection Agency, Parts 651-654 Technical Policy Statements, Section 653.119.

Water mains shall be separated from septic tanks, leach disposal fields and seepage beds by a minimum distance of twenty-five (25) feet.

Water main construction shall be in strict accordance with the "Standard Specifications for Water & Sewer Main Construction in Illinois" 7th Edition 2014 except where noted otherwise on the Plans or in the Specifications.

Bedding, haunching, and initial backfill shall be supplied by the Contractor and placed in accordance with the Standard Specifications and shall be considered incidental to the water main/service installation. Class 1A material, crushed stone or crushed gravel, gradation (CA 7), shall be used for bedding, haunching, and initial backfill.

Final backfill shall be required for all water mains/services that are constructed under or within two (2) feet of the edge of existing or proposed pavements, sidewalks, curb and gutters, or other paved surfaces.

Where indicated on the Plans, controlled low strength material (CLSM) or "flowable fill" shall be used for final backfill in accordance with the Standard Specifications. In all other locations, final backfill shall consist of excavated material.

Where indicated on the Plans, select granular material (FA 6) shall be used for final backfill in accordance with the Standard Specifications.

Excavated material shall be used for final backfill for all areas not designated for select granular backfill or CLSM.

WATER MAIN & SERVICE PIPE MATERIAL

Water main pipe shall be asphalt coated, cement-lined Class 52 ductile iron pipe in accordance with AWWA C104, AWWA C-150, and AWWA C-151 with push-on joints in accordance with ASTM F477, or polyvinyl chloride (PVC) Type SDR-18, Class 150 pressure pipe in accordance with AWWA C-900, ASTM D 1784 for PVC compounds and ASTM D 3139 with push-on joints in accordance with ASTM F477.

The type of water main material to be used will be as specified on the plans and/or in the schedule of quantities.

Water service pipe shall be type K copper in accordance with ASTM B88 and ASTM B251. Tracer wire to be installed with all water mains and services.

WATER MAIN FITTINGS

The Contractor shall provide all labor, tools, and equipment necessary to install water main fittings at locations indicated on the Plans. Pipe fittings shall be cement lined mechanical joint ductile iron conforming to ANSI specifications, C 104 and C 110 with a pressure rating of two hundred fifty (250) pounds minimum. Fittings are considered incidental to the contract.

Retainer glands or anchor couplings ("Mega-Lug" or approved equal) shall be used with all mechanical joint connections and shall be designed for installation on the type of water main specified. All retainer glands shall have one (1) retainer bolt per flange bolt.

Solid concrete thrust blocks shall be supplied by the Contractor and installed at all fittings. Thrust blocking shall be positioned at locations as shown on the Standard Specifications, Typical Thrust Block Installations Standard Detail.

WATER MAIN TESTING AND DISINFECTING

The water main shall be disinfected in accordance with the Standard Specifications. The Contractor shall supply all materials, equipment, and labor necessary for testing and disinfecting the water main and shall be responsible for collecting water samples and having bacteriological testing performed as required by the Illinois Environmental Protection Agency. The Contractor shall furnish all test results necessary to the Engineer for submittal to the Environmental Protection Agency prior to placing the water main in service.

The Contractor is responsible for the coordination of testing and disinfecting the new water main and shall notify the Owner and Operator a minimum of twenty four (24) hours in advance of the requested time for observation of the pressure and leakage test. All testing shall be in accordance with the Standard Specifications.

SANITARY SEWERS / SANITARY SERVICES

GENERAL

The Contractor shall provide all labor, materials, tools, and equipment necessary to construct the sanitary sewer system as detailed on the Plans and in the Specifications.

Water service lines shall be protected from sanitary sewer, storm sewers, sewer service connections and drains in accordance with Title 35, Environmental Protection Agency Subtitle F; Public Water Supplies, Chapter 11; Environmental Protection Agency, Parts 651-654 Technical Policy Statements, Section 653.119.

Sanitary sewer main construction shall be in strict accordance with the "Standard Specifications for Water & Sewer Main Construction in Illinois" 7th Edition 2014 except where noted otherwise on the Plans or in the Specifications.

Pumping of groundwater, sanitary waste bypass pumping, or any other pumping shall be considered incidental to the cost of the sanitary sewer unless otherwise specified.

Any excess excavated material, removed structures, or debris shall be removed from the site and properly disposed of at the Contractor's expense.

Where requested by the Engineer, foundation material shall be placed at locations where unsuitable soils exist or other site conditions warrant foundation material use. Foundation material shall be Type B CA-7.

Bedding, haunching, and initial backfill shall be placed in accordance with ASTM Standard D2321-89 and shall be considered incidental to the sanitary sewer main. Class 1A material, crushed stone or crushed gravel, gradation (CA-7), shall be used for bedding, haunching, and initial backfill.

Final backfill shall be required for all mains that are constructed under or within two (2) feet of the edge of existing or proposed pavements, sidewalks, curb and gutters, or other paved surfaces.

Where indicated on the Plans, controlled low strength material (CLSM) or "Flowable Fill" shall be used for final backfill in accordance with the Standard Specifications.

Where indicated on the Plans, select granular material (FA 6) shall be used for final backfill in accordance with the Standard Specifications.

Excavated material shall be used for final backfill for all areas not designated for select granular backfill or CLSM.

SANITARY SEWER/SERVICE PIPE MATERIAL

Sanitary sewer and service pipe shall be polyvinyl chloride (PVC) type SDR-26 conforming to ASTM D-3034 or ASTM F-679-89, with flexible elastomeric joints conforming to ASTM D-3212. The type of sanitary sewer pipe material to be used will be as specified on the plans and/or in the schedule of quantities. Fittings are considered incidental to the contract and may not be called out on the plans. All services to be installed with a tracer line.

SANITARY SEWER SYSTEM TESTING

Sanitary sewer mains shall be tested in accordance with the Standard Specifications. The entire sanitary sewer system shall be tested and the following tests shall be performed:

DEFLECTION TESTING FOR FLEXIBLE THERMOPLASTIC PIPE
AIR TESTING

Manholes shall be air tested for leakage in accordance with ASTM C1244-02, Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test.

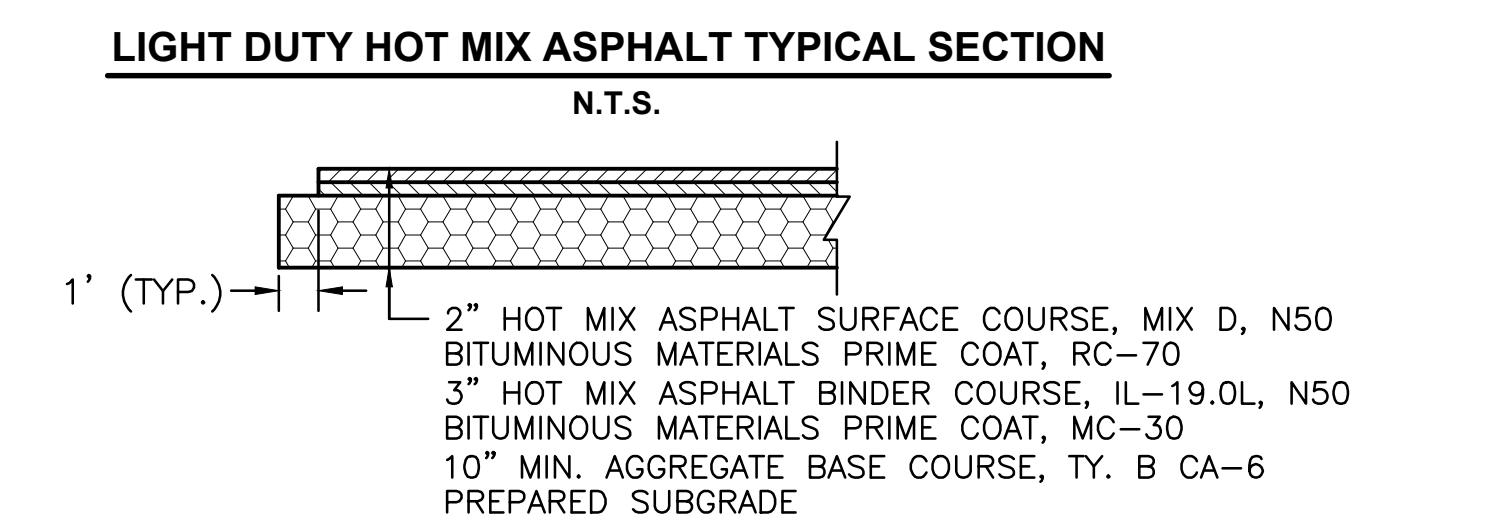
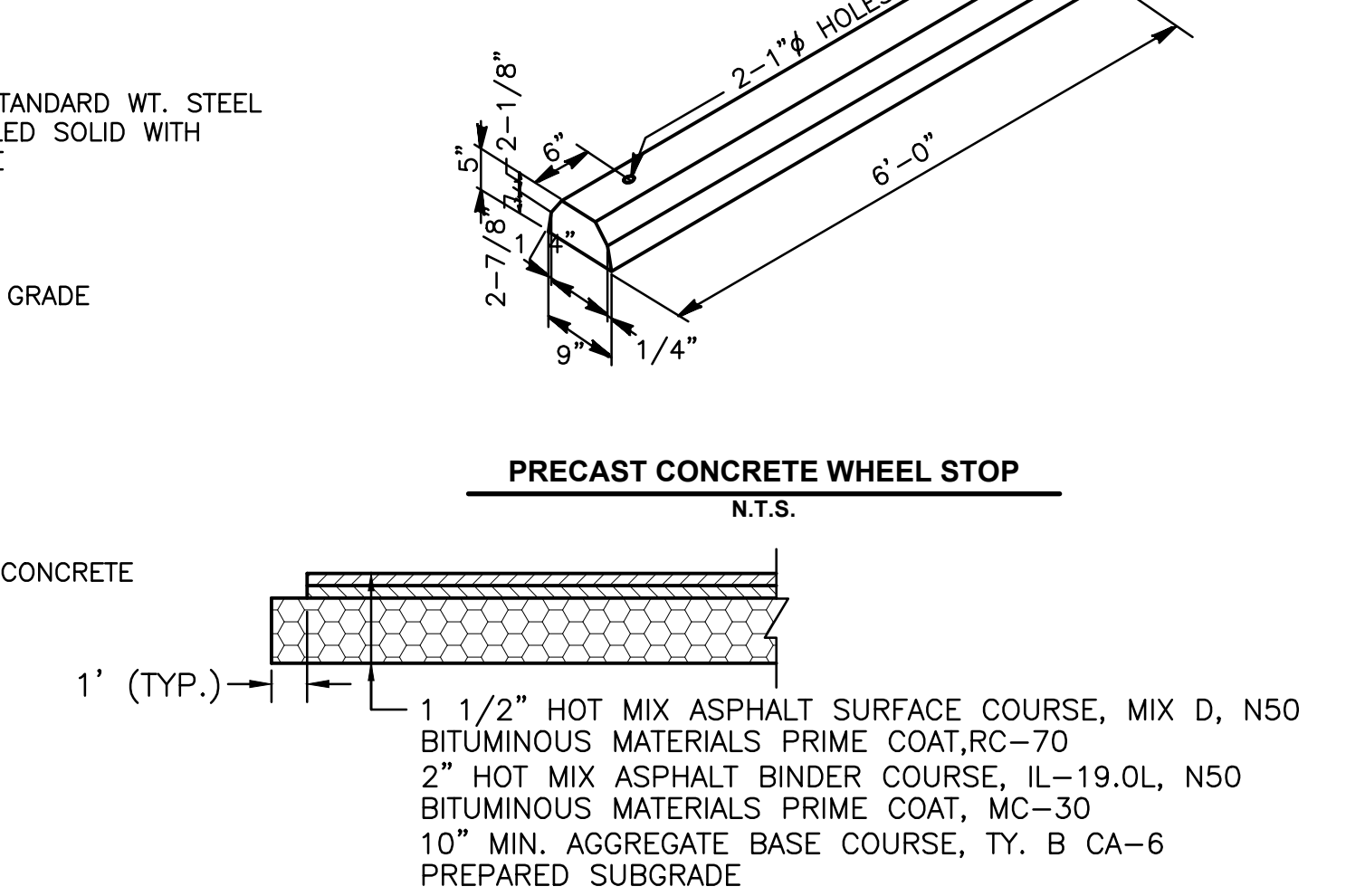
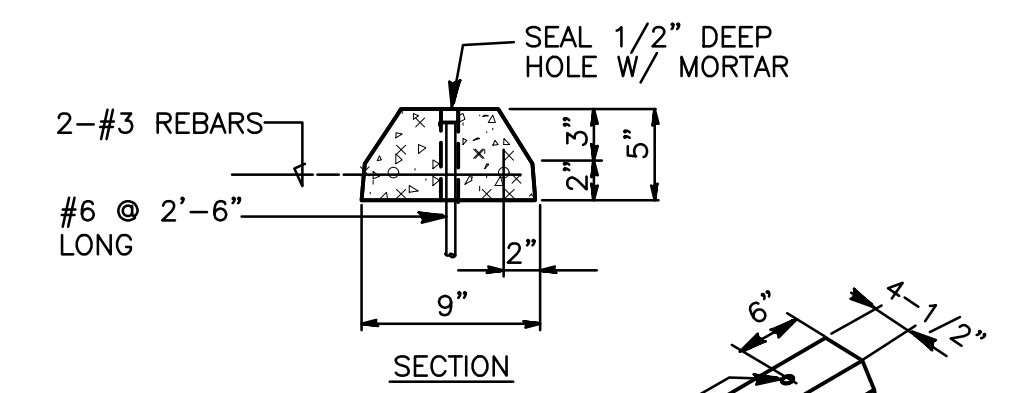
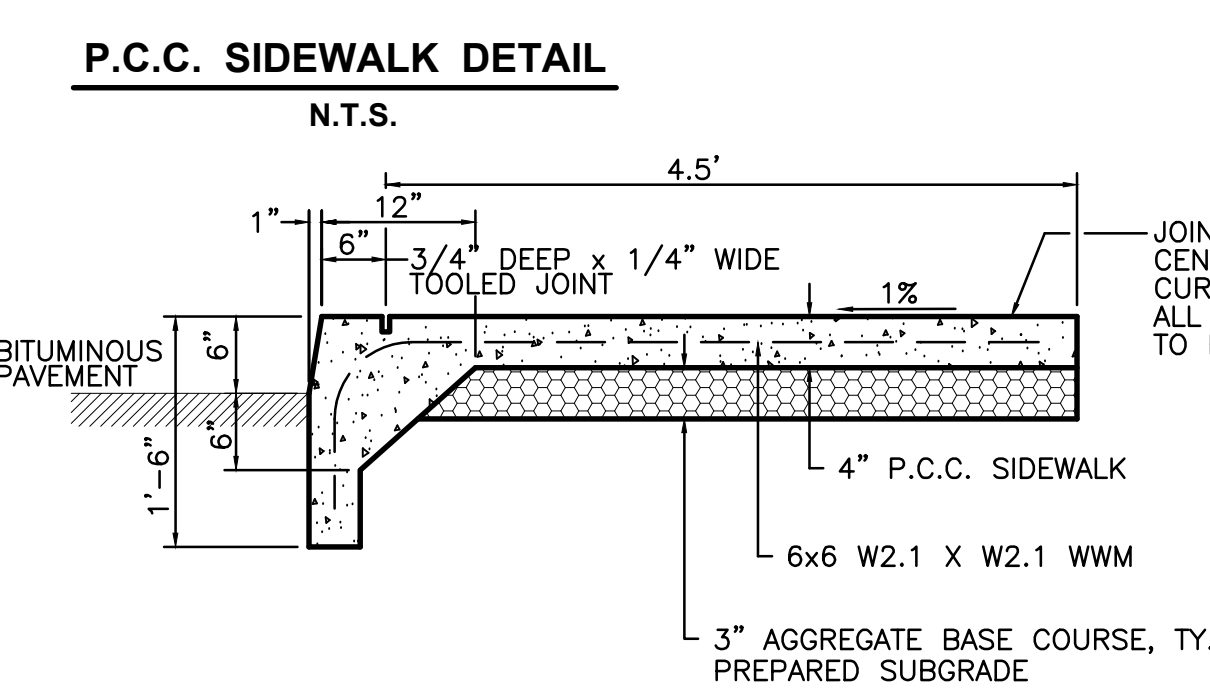
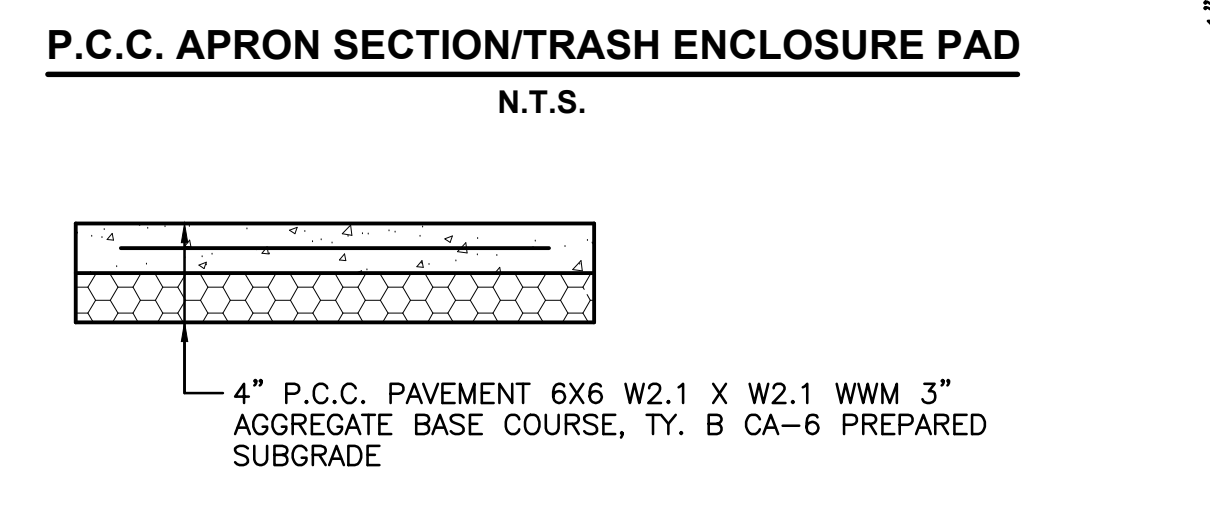
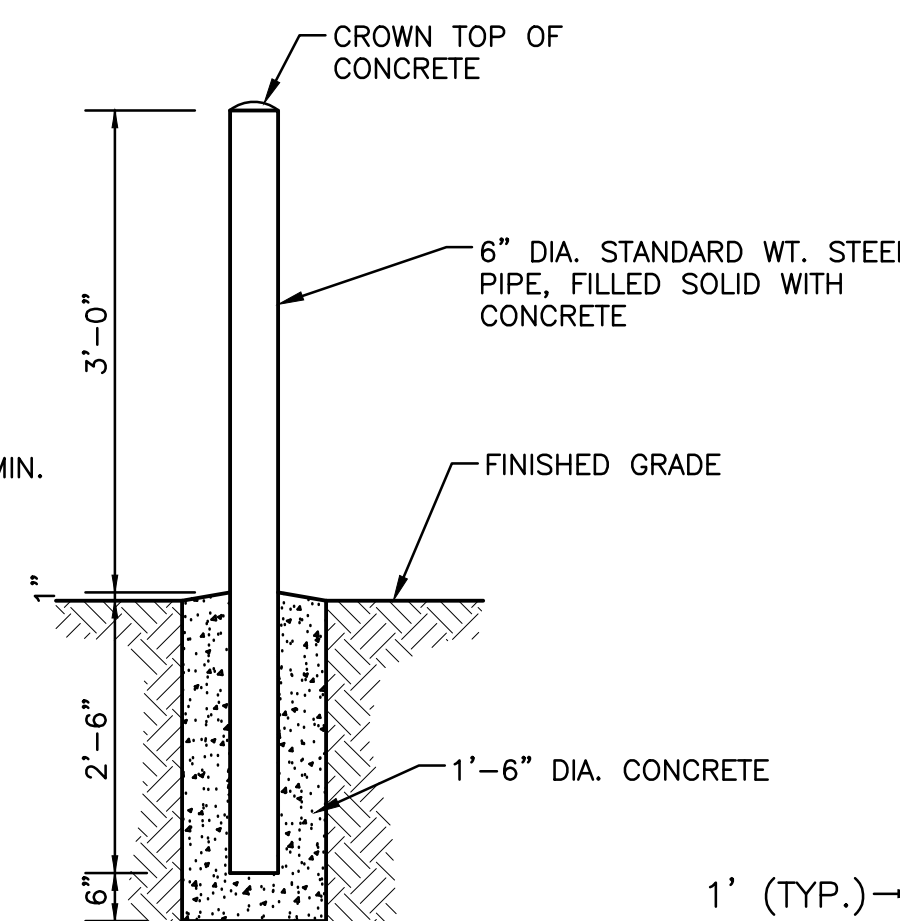
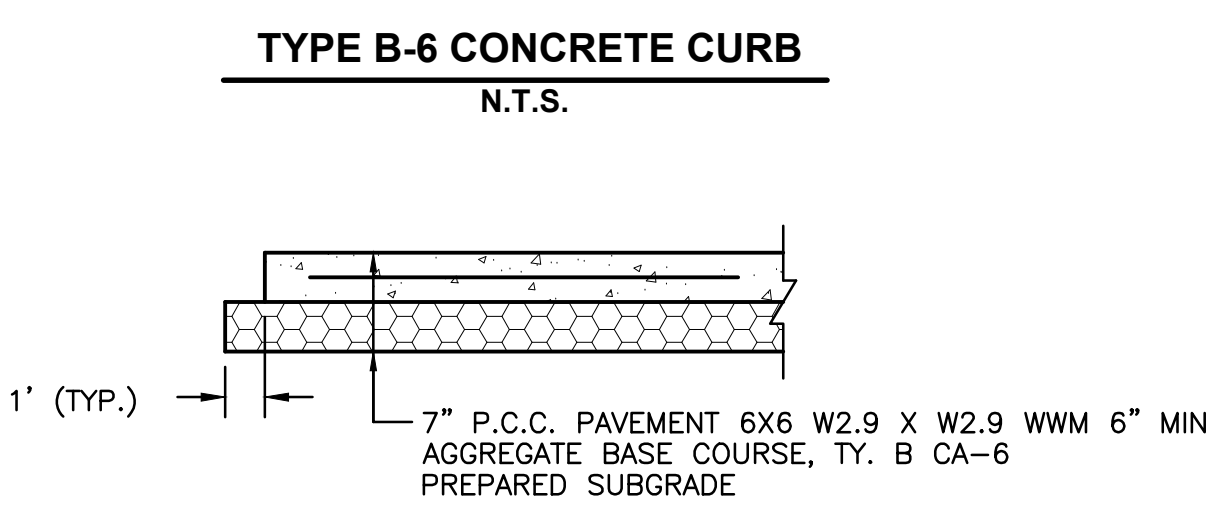
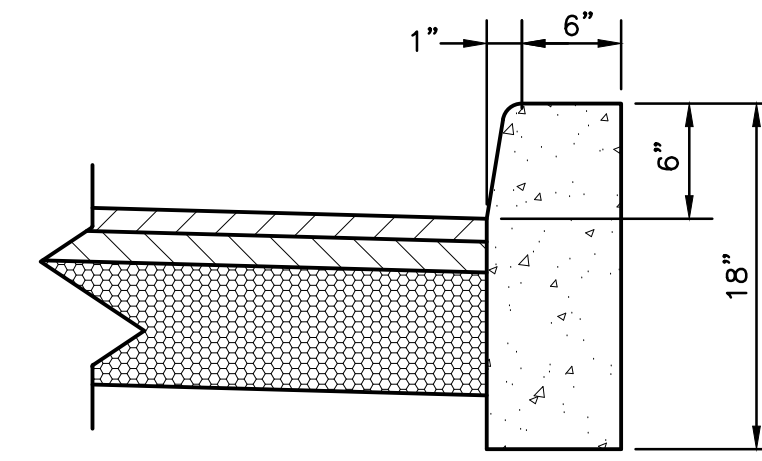
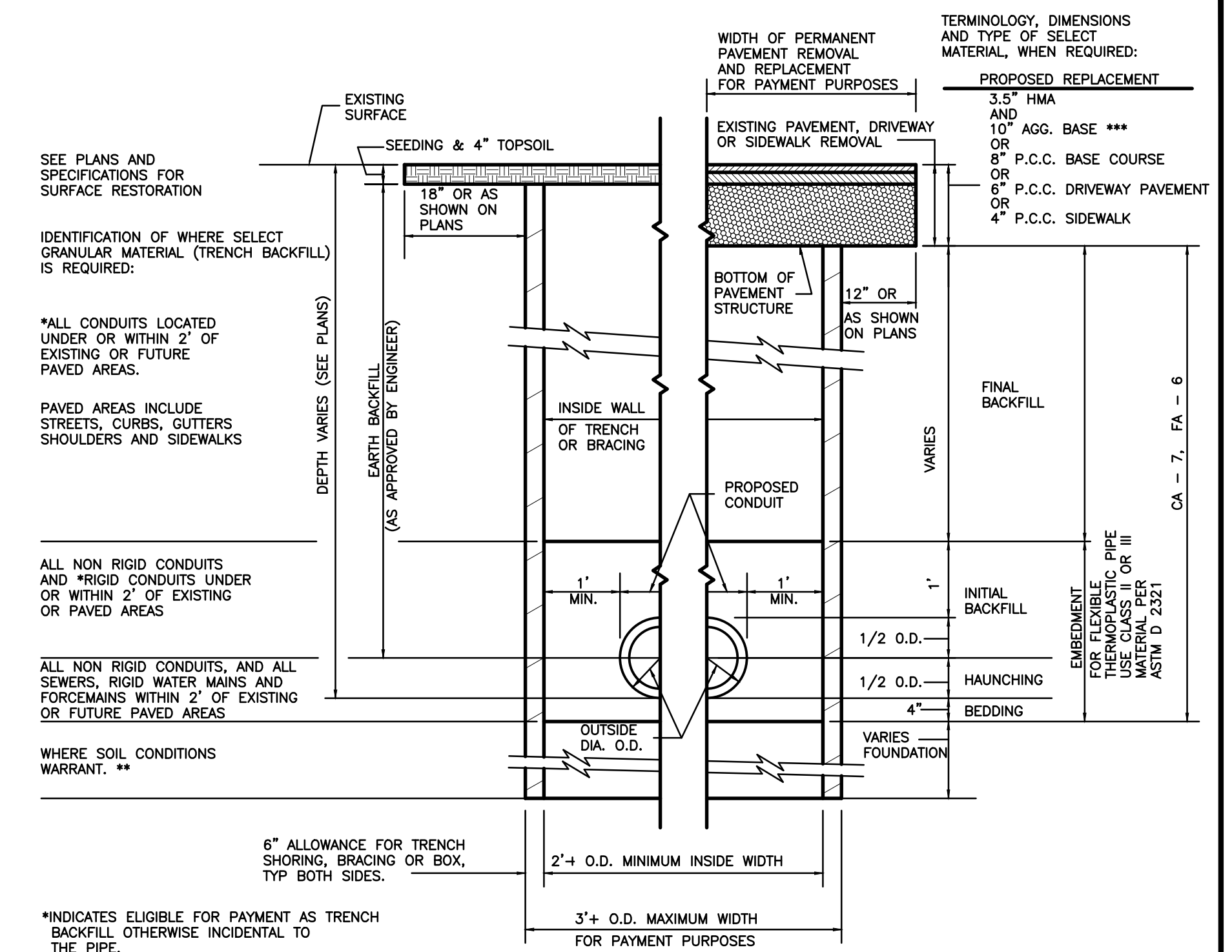
All manholes shall be constructed with at least one, but no more than three, precast concrete adjustment ring, maximum 12" height.

WHEN PROPOSED SEWER (OR WATER) IS LOCATED 10 FEET OR MORE FROM EXISTING WATER (OR SEWER), NO SPECIAL CONSTRUCTION REQUIRED. SEE SECTION 41-2.01B (1)

STORMS SEWERS

Storm Sewers to be constructed as specified in the IDOT Stand Specifications for Road and Bridge Construction, latest edition.

Storm sewer materials shall be as specified in the IDOT Stand Specifications for Road and Bridge Construction, latest edition.



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DRAWN BY: TRH	REVISIONS			
	LEVEL	BY	DATE	DESCRIPTION
CHECKED BY: TRH	1	TRH	8/31/18	REVISED PER OWNER
CREATED: 8/7/2018	2	TRH	11/20/18	REVISED PER OWNER

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ILLINOIS

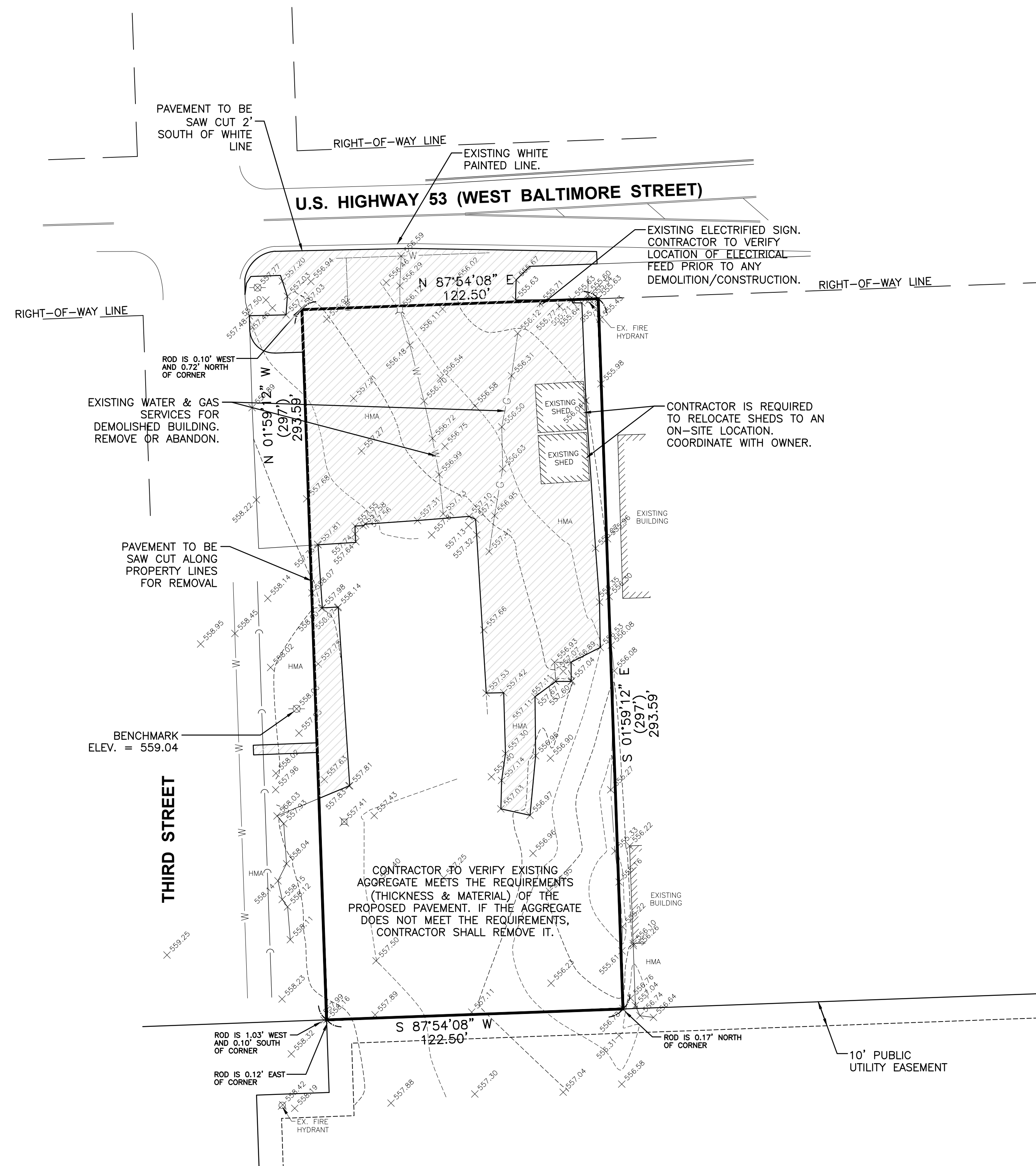
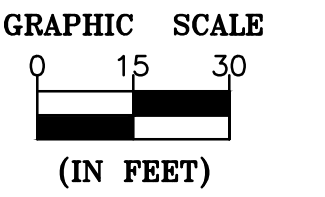
VFW POST 5422
557 WEST BALTIMORE STREET
WILMINGTON, ILLINOIS

NOTES & DETAILS

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NOT FOR CONSTRUCTION

CHAMLIN & ASSOCIATES JOB NO.: 3881.00	CURRENT AS OF: 11/19/18
SCALE: N/A	SHEET 2
FILE NO.: 14390	OF 6

Chamlin and Assoc., Inc.



EXISTING PAVEMENT TO BE REMOVED
(PAVEMENT SHALL BE SAW CUT
ALONG LIMITS OF REMOVAL)

- NOTES:
1. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE ROUTED AROUND THE SITE.
 2. NO FLOODPLAIN EXISTS ON SUBJECT PROPERTY PER FEMA FIRM MAP NUMBER 17197C0417 E, EFFECTIVE SEPTEMBER 6, 1995.
 3. NO WETLANDS EXISTS ON SUBJECT PROPERTY PER U.S. FISH & WILDLIFE NATIONAL WETLANDS INVENTORY
 4. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES WHICH SERVICED PREVIOUS BUILDING ARE SHUT OFF/DISCONNECTED PRIOR TO START OF CONSTRUCTION.
 5. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION DEBRIS FROM THE SITE.
 6. THE EXISTING UTILITIES THAT ARE TO REMAIN SHALL BE PROTECTED AS REQUIRED BY THE CONTRACTOR DURING DEMOLITION AND CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED UTILITIES.

CHAMLIN & ASSOCIATES, INC. © 2018
 Drawing Name: 141\AUG18\3118891-00_VFW POST 5422 SITE PLAN\CAD\03 DEMO PLAN.dwg Last Modified: Nov 20, 2018 - 10:42am Plotted on: Nov 20, 2018 - 1:44pm by timhejfy

DRAWN BY: TRH		REVISIONS			
LEVEL	BY	DATE	REVISIONS	DESCRIPTION	
1	TRH	8/31/18	REVISED PER OWNER		
2	TRH	11/20/18	REVISED PER OWNER		


 CHAMLIN & ASSOCIATES, INC.
 PERU MORRIS
 ILLINOIS

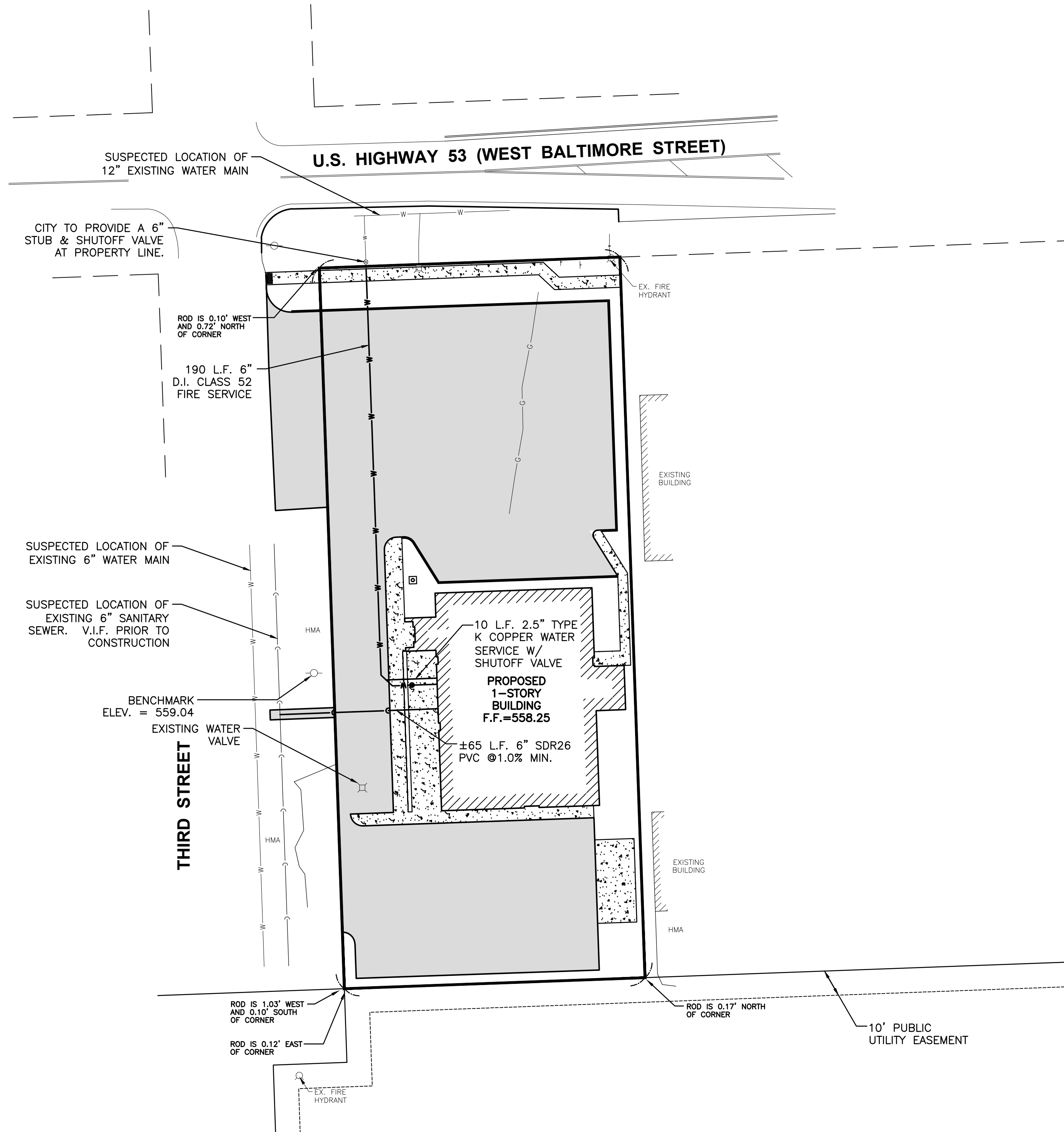
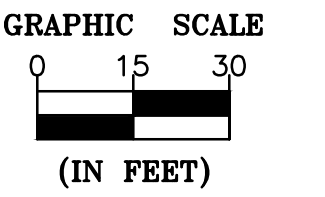
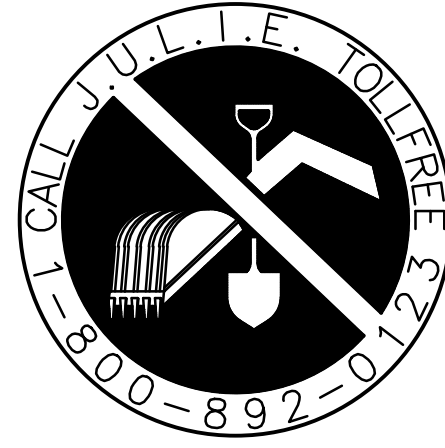
VFW POST 5422
557 WEST BALTIMORE STREET
WILMINGTON, ILLINOIS

EXISTING CONDITIONS
AND
DEMOLITION PLAN

DRAFT
 NOT FOR CONSTRUCTION

CHAMLIN & ASSOCIATES JOB NO.: 3881.00	
CURRENT AS OF: 11/20/18	
SCALE: 1" = 30'	SHEET 3
FILE NO.: 14390	OF 6

Chamlin and Assoc., Inc.



- NOTES:
1. THE EXISTING UTILITIES THAT ARE TO REMAIN SHALL BE PROTECTED AS REQUIRED BY THE CONTRACTOR DURING DEMOLITION AND CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED UTILITIES.
 2. EXISTING SIGN ALONG R.O.W. TO REMAIN. CONTRACTOR IS TO COORDINATE WITH ELECTRICIAN MEANS OF GETTING POWER SOURCE FROM PROPOSE BUILDING TO EXISTING SIGN.
 3. ALL WATER MAIN/SERVICES TO BE INSTALLED AT A DEPTH OF 5.5 FEET.
 4. CONTRACTOR SHALL COORDINATE ALL WORK ON THE WATER SERVICES, INCLUDING METER INSTALLATION, WITH THE CITY OF WILMINGTON.
 5. GREASE TRAP TO BE LOCATED ON THE INTERIOR OF THE BUILDING. SEE ARCHITECTURAL PLANS FOR DETAILS AND SPECIFICATIONS.

CHAMLIN & ASSOCIATES, INC. © 2018
 Drawing Name: 14399-00_VFW POST 5422 SITE PLAN\CAD\04 UTILITY PLAN.dwg Last Modified: Nov 20, 2018 - 1:43pm Plotted on: Nov 20, 2018 - 1:43pm by trmiejfy

DRAWN BY: TRH		REVISIONS	
LEVEL	BY	DATE	DESCRIPTION
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2	TRH	11/20/18	REVISED PER OWNER


 CHAMLIN & ASSOCIATES, INC.
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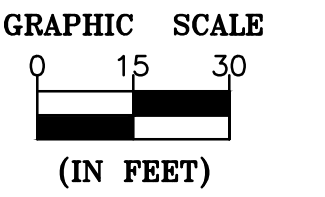
VFW POST 5422
557 WEST BALTIMORE STREET
WILMINGTON, ILLINOIS

UTILITY PLAN

DRAFT
 NOT FOR CONSTRUCTION

CHAMLIN & ASSOCIATES JOB NO.: 3881.00	
CURRENT AS OF: 11/20/18	
SCALE: 1" = 30'	SHEET 4
FILE NO.: 14390	OF 6

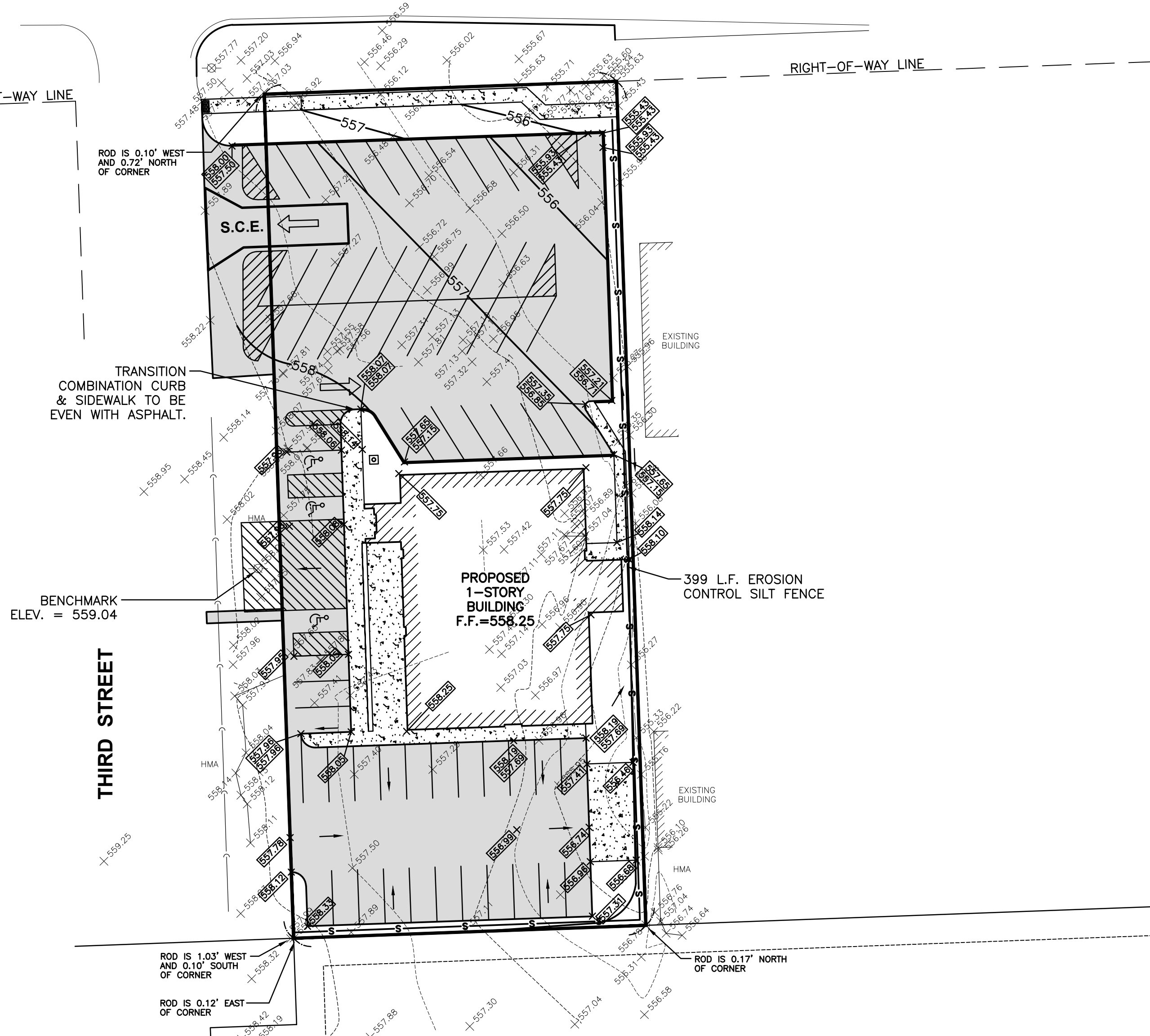
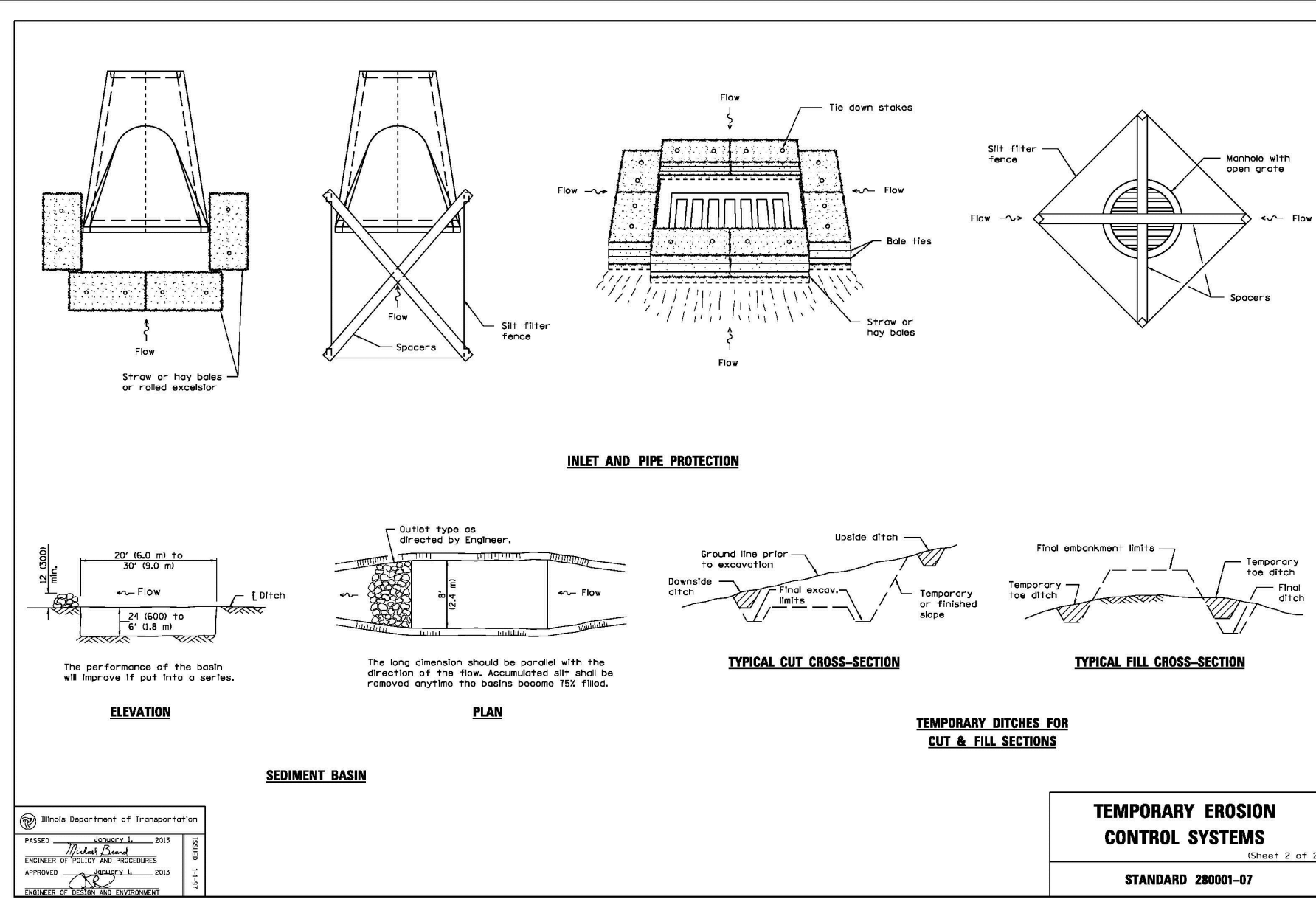
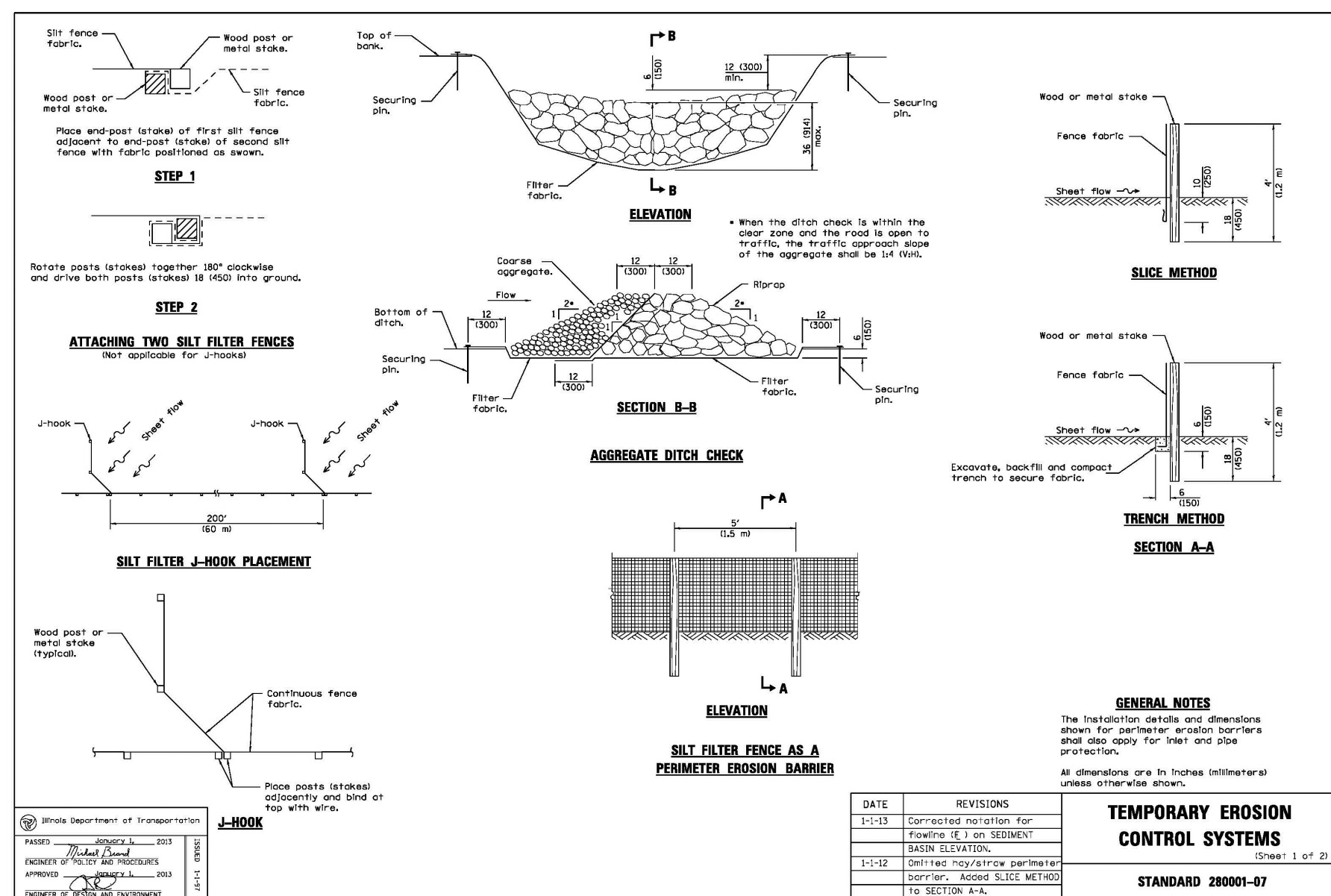
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U.S. HIGHWAY 53 (WEST BALTIMORE STREET)

RIGHT-OF-WAY LINE

RIGHT-OF-WAY LINE



LEGEND

- INLET & PIPE PROTECTION
 - GEOTEXTILE FABRIC AT ALL CURB INLETS
 - PERIMETER EROSION BARRIER AT ALL OTHER INLETS
- PERIMETER EROSION BARRIER
- STABILIZED CONSTRUCTION ENTRANCE (14'x70')
- EXISTING SITE CONTOUR
- PROPOSED SITE CONTOUR

BENCHMARKS
RAILROAD SPIKE IN UTILITY POLE, WEST LOT LINE:
ELEV=499.21
(EXISTING GROUND ELEVATIONS ARE BASED ON SITE ELEVATION DERIVED GPS INSTRUMENT)

- NOTES:**
- ADA PARKING STALLS TO HAVE A MAXIMUM OF 2% SLOPE IN ANY DIRECTION.
 - ALL DISTURBED AREAS NOT PAVED OR LANDSCAPED SHALL RECEIVE 4 INCHES OF TOP SOIL WITH IDOT CLASS 1 SEEDING, FERTILIZER NUTRIENTS AND IDOT METHOD 1 MULCH.
 - CONTRACTOR TO TAKE NECESSARY MEASURES TO PREVENT THE TRANSPORT OF SEDIMENT FROM THE SITE. THESE MEASURES INCLUDE BUT ARE NOT LIMITED TO SILT FENCE, INLET FILTER BASKETS AND STRAW WATTLES.
 - CONTRACTOR IS RESPONSIBLE TO KEEP OFF-SITE ROADWAYS CLEAN OF SILT AND DEBRIS. OFF-SITE ROADWAYS SHALL BE CLEANED AT THE END OF THE DAY OR AS DIRECTED BY THE MUNICIPAL REPRESENTATIVE.

CHAMLIN & ASSOCIATES JOB NO.: 3881.00

CHAMLIN & ASSOCIATES, INC. © 2018. DRAWING NUMBER: CHA18033-03 VFW POST 5422 SITE PLAN/CAD/C&G GRADING PLAN.dwg. Last Modified: Nov 20, 2018 - 1:23pm. Plotted on: Nov 20, 2018 - 1:41pm. By: timothy

DRAWN BY:	REVISIONS			
	LEVEL	BY	DATE	DESCRIPTION
CHECKED BY: TRH	1	TRH	8/31/18	REVISED PER OWNER
CREATED: 8/7/2018	2	TRH	11/20/18	REVISED PER OWNER

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PERU MORRIS ILLINOIS

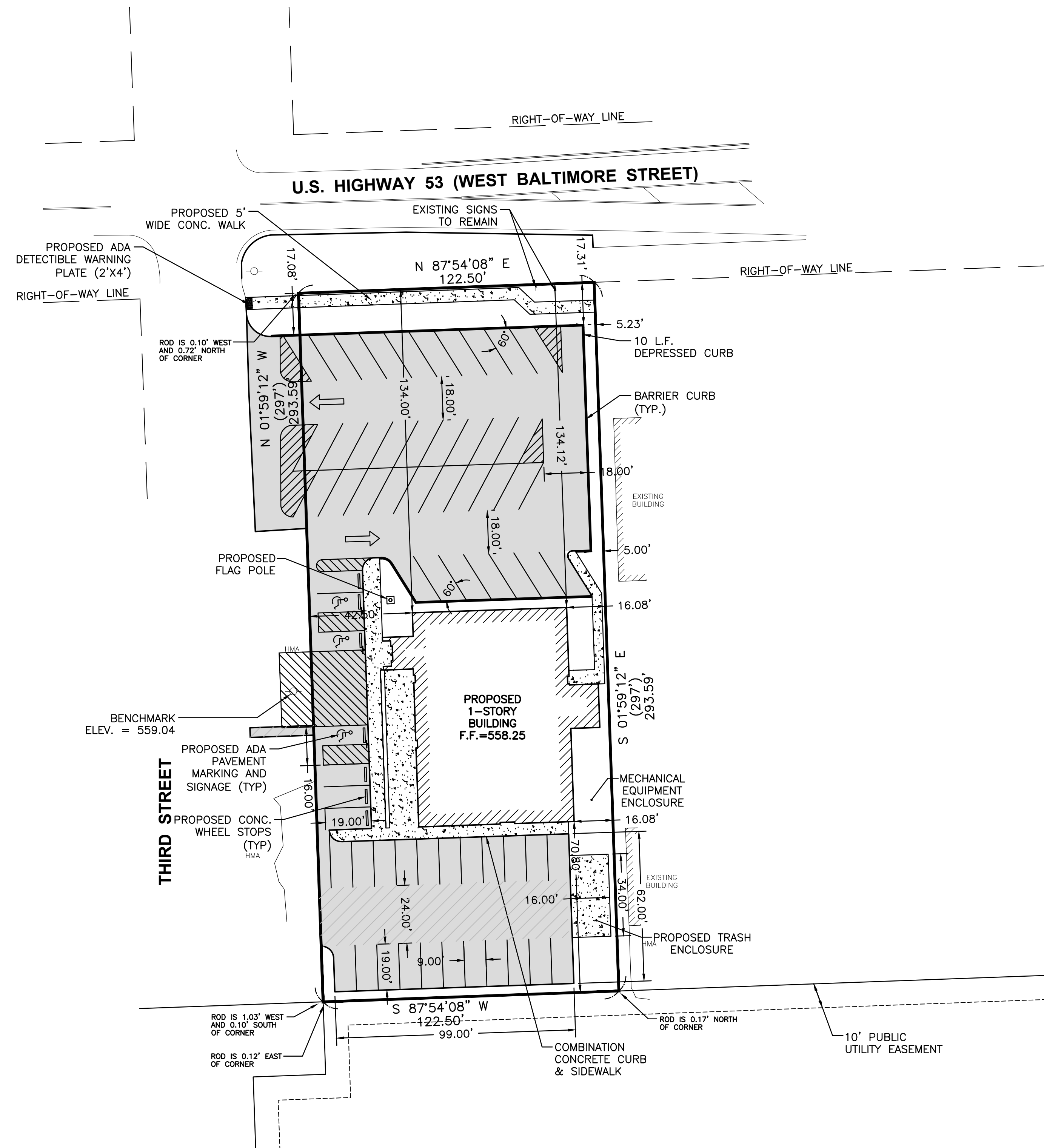
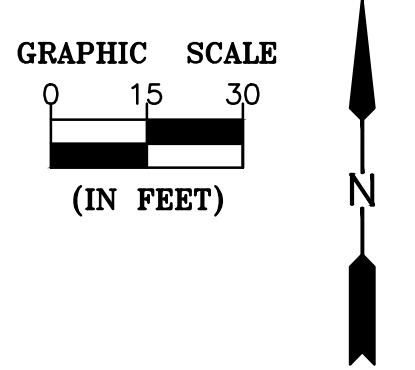
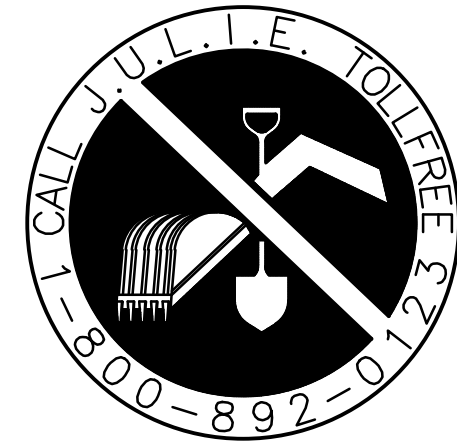
VFW POST 5422
557 WEST BALTIMORE STREET
WILMINGTON, ILLINOIS

GRADING & EROSION CONTROL PLAN



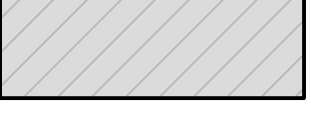
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CURRENT AS OF: 11/20/18	
SCALE: 1" = 30'	SHEET 5
FILE NO.: 14390	OF 6

Chamlin and Assoc., Inc.



SITE DATA
 SITE AREA = 35,965 SF (0.82 ACRES)
 EXISTING PERVIOUS = 9,189 SF
 EXISTING IMPERVIOUS = 26,776 SF
 PROPOSED PERVIOUS = 5,092 SF
 PROPOSED IMPERVIOUS = 30,879 SF
 PROPOSED REGULAR PARKING STALLS = 62
 PROPOSED ADA PARKING STALLS = 3

-  PROPOSED PCC SIDEWALK
-  PROPOSED LIGHT DUTY ASPHALT PAVING
-  PROPOSED HEAVY DUTY ASPHALT PAVING

- NOTES:**
- OWNER IS TO COORDINATE WITH IDOT THE STRIPING OF A CROSSWALK FOR PEDESTRIAN ACCESS TO OFF-SITE PARKING LOT.
 - ALL DEPRESSED CURBS TO HAVE DETECTABLE WARNING PLATES PER ADA REQUIREMENTS.
 - PROPOSED TRASH ENCLOSURE & MECH. EQUIPMENT ENCLOSURE TO MATCH PROPOSED BUILDING MATERIALS. SEE ARCHITECTURAL PLANS.
 - PROPOSED STRIPING TO BE 4" YELLOW PAINTED STRIPES.
 - SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - FLAG POLE MAKE/MANUFACTURER TO BE SPECIFIED BY OWNER/ARCHITECT.
 - EXISTING SIGN ALONG R.O.W. TO REMAIN. CONTRACTOR IS TO COORDINATE WITH ELECTRICIAN MEANS OF GETTING POWER SOURCE FROM PROPOSE BUILDING TO EXISTING SIGN.

CHAMLIN & ASSOCIATES, INC. © 2018
 DRAWING NUMBER: 14399 SITE PLAN/CD/06 GEOMETRY PLAN/REV 06
 DATE: Nov 20, 2018 11:49am Plotted on: Nov 20, 2018 1:41 pm by: timothy

DRAWN BY: TRH		REVISIONS	
LEVEL	BY	DATE	DESCRIPTION
1	TRH	8/31/18	REVISED PER OWNER
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557 WEST BALTIMORE STREET
WILMINGTON, ILLINOIS

GEOMETRY PLAN

DRAFT NOT FOR CONSTRUCTION	CHAMLIN & ASSOCIATES JOB NO.: 3881.00	
	CURRENT AS OF: 11/20/18	
	SCALE: 1" = 30'	SHEET 6
	FILE NO.: 14399	OF 6

City of Wilmington
Collector's Report of Deposits Other Than Taxes
For the Month Ended January 31, 2019

GENERAL CORPORATE

BUSINESS REGISTRATION FEE	820
ECONOMIC DEVELOPMENT FEE	1,783
CONTRACTOR'S REGISTRATION FEE	1,900
OPERATING LICENSES - MISC	50
OVERWEIGHT TRUCK PERMITS	1,000
LIQUOR LICENSES	-
OTHER MISC. REIMBURSEMENTS	2,528
HEALTH INSURANCE REIMBURSEMENTS	3,502
OTHER MISC. INCOME	3,566
DEVELOPERS REIMBURSEMENTS	38,480

BUILDING

BUILDING PERMIT FEES	530
BUILDING PERMIT INSPECTION FEES	570
PLANNING & ZONING FEE	-

POLICE

CLERK OF CIRCUIT COURT FINES	3,185
ORDINANCE/MISC FINES	2,014
IMPOUNDMENT FINES	-
K-9 DONATIONS	-

GENERAL CORPORATE TOTAL 59,928

WATER & SEWER

WATER DIST SYSTEM TAP-ON FEES	-
WATER SYSTEM CAPACITY USER FEES	-
WATER METER PURCHASES	700
SEWER SYSTEM CAPACITY USER FEES	-
SEWER COLLECTION SYSTEM FEES	-
LATE FEES/PENALTIES	7,674
OTHER MISC. INCOME	5,196
OTHER REIMBURSEMENTS - W&S	1,393
UTILITY BILLING CASH RECEIPTS	312,114

WATER & SEWER TOTAL 327,077

TOTAL MONTHLY RECEIPTS: 387,005

Fund	Description	YTD Balance Before Period	Revenues for Period	Expenses for Period	Year to Date Amount
01	General Corporate Fund	168,671.46	274,449.80	294,288.23	148,833.03
02	Water Operating M & R Fund	92,955.45	120,955.42	101,778.36	112,132.51
03	Sewer Capital Project Fund	306,642.13	92,097.39	0.00	398,739.52
04	Sewer Operating M & R Fund	(513,744.01)	73,903.90	72,793.40	(512,633.51)
05	DFC Federal Grant Fund	0.00	7,106.67	7,106.67	0.00
06	Motor Fuel Tax Fund	(134,948.50)	12,901.09	0.00	(122,047.41)
07	ESDA Fund	(6,967.21)	0.00	6,375.15	(13,342.36)
12	Debt Service Fund	30,049.99	2,693.16	33,374.22	(631.07)
17	Water Capital Project Fund	174,205.93	34,258.62	189.43	208,275.12
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	7,380.00	240.00	0.00	7,620.00
24	Capital Project Fund	132,851.98	747.29	0.00	133,599.27
25	RidgePort TIF#2 Fund	2,398,139.81	27.67	2,365,144.55	33,022.93
Report Totals:		2,655,237.03	619,381.01	2,881,050.01	393,568.03

General Ledger
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
01	General Corporate Fund					
	Property Tax Revenue	1,181,956.00	0.00	1,174,004.79	7,951.21	0.67
	Taxes-State Per Capita Revenue	701,000.00	62,951.89	528,388.62	172,611.38	24.62
	Tax Revenue - Other	1,123,800.00	101,622.86	874,673.48	249,126.52	22.16
	Utility Taxes	515,000.00	49,947.17	394,137.82	120,862.18	23.46
	License Fees	88,000.00	5,553.13	50,554.17	37,445.83	42.55
	Building Fees	574,000.00	1,100.30	76,087.02	497,912.98	86.74
	Franchise Fee	78,000.00	0.00	57,300.21	20,699.79	26.53
	Fines and Court Fees	135,000.00	5,198.87	75,375.19	59,624.81	44.16
	Revenue from Bonds/Loans	300,000.00	0.00	129,965.00	170,035.00	56.67
	Rental Income	500.00	0.00	119.00	381.00	76.20
	Interest Income	8,000.00	1,259.17	11,626.61	(3,626.61)	(45.33)
	Grants - Misc.	14,960.00	0.00	14,960.00	0.00	0.00
	Special Use Revenue	3,000.00	0.00	0.00	3,000.00	100.00
	Developer Reimbursements	506,500.00	38,479.69	280,314.39	226,185.61	44.65
	Other Reimbursements	25,000.00	2,528.11	27,199.14	(2,199.14)	(8.79)
	Employee Ins Reimb.	57,000.00	3,501.61	40,146.18	16,853.82	29.56
	Other Misc. Income	92,000.00	2,307.00	87,095.54	4,904.46	5.33
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,403,716.00	274,449.80	3,821,947.16	1,581,768.84	29.27
	Salary Expense	2,052,500.00	172,029.99	1,440,611.06	611,888.94	29.81
	Police Commission Exp	16,000.00	631.70	4,529.05	11,470.95	71.69
	Employee Health & Life Insuran	348,000.00	22,388.63	206,310.39	141,689.61	40.71
	Retired Empl Health Ins/Dental	120,000.00	7,020.64	77,282.20	42,717.80	35.59
	Oper Supplies and Tools	40,000.00	385.48	17,081.33	22,918.67	57.29
	Gasoline, Oil & Tolls	61,000.00	2,359.28	39,303.88	21,696.12	35.56
	Office Supplies	14,900.00	401.81	3,989.52	10,910.48	73.22
	Training Expenses & Mileage	25,000.00	240.16	14,179.55	10,820.45	43.28
	Property, Equip & Liability Ins	335,000.00	8,661.89	204,688.78	130,311.22	38.89
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	102,000.00	3,625.00	50,999.57	51,000.43	50.00
	Notices/Legal Publications	5,800.00	0.00	395.50	5,404.50	93.18
	Consulting /Service Fees	415,500.00	7,037.50	57,541.76	357,958.24	86.15
	Other Professional Services	334,400.00	23,424.48	248,454.59	85,945.41	25.70
	Computer Maint. & Prog. Fees	49,200.00	1,872.25	36,830.90	12,369.10	25.14
	Dues, Subserp. & Memberships	12,300.00	1,100.00	2,689.86	9,610.14	78.13
	Community Dev Expense	71,000.00	1,382.93	50,563.44	20,436.56	28.78
	Maintenance - Equipment	46,500.00	1,921.05	22,102.34	24,397.66	52.46
	Maintenance - Grounds/Building	153,000.00	3,823.34	107,563.54	45,436.46	29.69
	Vehicle Expenses	45,000.00	3,240.26	24,275.83	20,724.17	46.05
	Uniforms	30,000.00	1,163.91	18,370.42	11,629.58	38.76
	Rental of Equipment	8,500.00	0.00	920.00	7,580.00	89.17
	Utilities / Telephone Services	139,100.00	9,726.04	93,965.86	45,134.14	32.44
	Misc	158,000.00	0.00	105,634.51	52,365.49	33.14

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Expensed Equipment	24,242.00	0.00	15,378.56	8,863.44	36.56
	Leased Equipment	90,910.00	2,414.31	69,028.07	21,881.93	24.07
	Capital Equipment Purchases	406,000.00	0.00	193,342.77	212,657.23	52.37
	Transfers to Other Funds	132,000.00	0.00	0.00	132,000.00	100.00
	K-9 Program	7,000.00	45.00	665.01	6,334.99	90.50
	Payroll Tax/Pension Expenses	664,500.00	19,392.58	566,415.84	98,084.16	14.76
	EXPENSES Totals:	5,912,352.00	294,288.23	3,673,114.13	2,239,237.87	37.87
01	Totals:	(508,636.00)*	(19,838.43)*	148,833.03*	(657,469.03)*	129.26*
02	Water Operating M & R Fund					
	Garbage Collection Fees	470,000.00	37,727.34	341,296.88	128,703.12	27.38
	Utility Usage Fees	1,005,000.00	80,667.51	804,143.82	200,856.18	19.98
	Utility Base/DS Fees	0.00	0.00	0.00	0.00	0.00
	Meter Fees	16,000.00	700.00	5,749.00	10,251.00	64.06
	Utility Capacity Fees	30,000.00	0.00	4,400.00	25,600.00	85.33
	Interest Income	1,200.00	497.37	3,476.41	(2,276.41)	(189.70)
	Other Reimbursements	13,000.00	988.20	7,656.93	5,343.07	41.10
	Other Misc. Income	4,000.00	375.00	4,264.46	(264.46)	(6.61)
	Transfers From Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	REVENUE Totals:	1,639,200.00	120,955.42	1,170,987.50	468,212.50	28.56
	Salary Expense	421,503.00	31,128.04	282,644.54	138,858.46	32.94
	Employee Health & Life Insuran	98,000.00	7,163.90	57,877.36	40,122.64	40.94
	Oper Supplies and Tools	12,000.00	0.00	6,624.32	5,375.68	44.79
	Gasoline, Oil & Tolls	10,000.00	268.14	2,866.00	7,134.00	71.34
	Office Supplies	11,700.00	886.12	8,790.87	2,909.13	24.86
	Training Expenses & Mileage	4,000.00	9.86	298.86	3,701.14	92.52
	Property, Equip & Liability Ins	114,000.00	2,010.22	98,159.44	15,840.56	13.89
	Legal Services	5,000.00	0.00	666.25	4,333.75	86.67
	Notices/Legal Publications	1,500.00	0.00	902.00	598.00	39.86
	Consulting /Service Fees	8,500.00	696.81	6,512.73	1,987.27	23.38
	Other Professional Services	17,000.00	0.00	8,114.89	8,885.11	52.26
	Computer Maint. & Prog. Fees	14,500.00	430.65	8,126.14	6,373.86	43.95
	Dues, Subscrp. & Memberships	800.00	0.00	0.00	800.00	100.00
	Maintenance - Equipment	56,500.00	450.00	29,251.02	27,248.98	48.22
	Maintenance - Grounds/Building	29,500.00	1,552.79	16,138.72	13,361.28	45.29
	Vehicle Expenses	2,500.00	0.00	990.20	1,509.80	60.39
	Uniforms	2,000.00	0.00	134.95	1,865.05	93.25
	Rental of Equipment	13,000.00	0.00	0.00	13,000.00	100.00
	Utilities / Telephone Services	82,500.00	8,619.69	42,739.66	39,760.34	48.19
	Debt Service Bond Pymts	69,700.00	0.00	34,745.42	34,954.58	50.15
	Misc	22,500.00	0.00	0.00	22,500.00	100.00
	Expensed Equipment	1,000.00	0.00	416.33	583.67	58.36

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Leased Equipment	29,000.00	0.00	2,286.84	26,713.16	92.11
	Capital Equipment Purchases	8,000.00	0.00	3,094.51	4,905.49	61.31
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Chemical Treatment, Disposal	145,000.00	5,532.70	59,410.28	85,589.72	59.02
	Garbage Disposal Fee	470,000.00	37,810.90	339,534.62	130,465.38	27.75
	Payroll Tax/Pension Expenses	79,500.00	5,218.54	48,529.04	30,970.96	38.95
	EXPENSES Totals:	1,729,203.00	101,778.36	1,058,854.99	670,348.01	38.76
02	Totals:	(90,003.00)*	19,177.06*	112,132.51*	(202,135.51)*	224.58*
03	Sewer Capital Project Fund					
	Utility Usage Fees	43,000.00	4,065.89	32,738.19	10,261.81	23.86
	Utility Base/DS Fees	1,013,000.00	85,402.48	788,000.64	224,999.36	22.21
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp. Fees (TAP)	12,000.00	0.00	6,800.00	5,200.00	43.33
	Revenue from Bonds/Loans	1,000,000.00	0.00	0.00	1,000,000.00	100.00
	Rental Income	6,600.00	550.00	4,950.00	1,650.00	25.00
	Interest Income	7,000.00	2,079.02	16,285.41	(9,285.41)	(132.64)
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	24,000.00	0.00	26,697.00	(2,697.00)	(11.23)
	Transfers From Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	REVENUE Totals:	2,205,600.00	92,097.39	875,471.24	1,330,128.76	60.30
	Salary Expense	2,000.00	0.00	2,000.00	0.00	0.00
	Engineering Services	30,000.00	0.00	56,400.00	(26,400.00)	(88.00)
	Legal Services	5,000.00	0.00	0.00	5,000.00	100.00
	Other Professional Services	2,000.00	0.00	0.00	2,000.00	100.00
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Other Capital Projects	1,034,000.00	0.00	0.00	1,034,000.00	100.00
	Capital Equipment Purchases	25,500.00	0.00	16,000.00	9,500.00	37.25
	Construction Projects	50,000.00	0.00	102,331.72	(52,331.72)	(104.66)
	Transfers to Other Funds	903,000.00	0.00	300,000.00	603,000.00	66.77
	EXPENSES Totals:	2,071,500.00	0.00	476,731.72	1,594,768.28	76.98
03	Totals:	134,100.00*	92,097.39*	398,739.52*	(264,639.52)*	(197.34)*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	900,000.00	73,498.71	710,890.74	189,109.26	21.01
	Utility Base/DS Fees	0.00	0.00	(0.00)	0.00	0.00
	Utility Capacity Fees	100,000.00	0.00	15,750.00	84,250.00	84.25
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	16,000.00	405.19	5,163.11	10,836.89	67.73
	Other Misc. Income	0.00	0.00	564.45	(564.45)	0.00
	Transfers From Other Funds	903,000.00	0.00	300,000.00	603,000.00	66.77

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	REVENUE Totals:	1,919,000.00	73,903.90	1,032,368.30	886,631.70	46.20
	Salary Expense	356,000.00	22,702.83	236,577.33	119,422.67	33.54
	Employee Health & Life Insuran	90,000.00	3,928.17	46,544.10	43,455.90	48.28
	Oper Supplies and Tools	17,000.00	92.32	8,971.45	8,028.55	47.22
	Gasoline, Oil & Tolls	6,000.00	512.85	6,917.39	(917.39)	(15.29)
	Office Supplies	14,500.00	886.13	8,101.58	6,398.42	44.12
	Training Expenses & Mileage	12,500.00	49.87	1,056.98	11,443.02	91.54
	Property, Equip & Liability Ins	99,000.00	1,604.89	84,690.78	14,309.22	14.45
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	5,000.00	0.00	820.00	4,180.00	83.60
	Notices/Legal Publications	800.00	0.00	264.00	536.00	67.00
	Consulting /Service Fees	9,000.00	696.80	6,512.73	2,487.27	27.63
	Other Professional Services	30,000.00	513.00	15,933.00	14,067.00	46.89
	Computer Maint. & Prog. Fees	16,000.00	430.65	7,664.21	8,335.79	52.09
	Dues, Subscrp. & Memberships	1,200.00	0.00	738.60	461.40	38.45
	Maintenance - Equipment	58,500.00	3,861.80	25,086.00	33,414.00	57.11
	Maintenance - Grounds/Building	53,500.00	20,417.08	38,956.75	14,543.25	27.18
	Vehicle Expenses	8,500.00	0.00	15.37	8,484.63	99.81
	Uniforms	3,500.00	0.00	732.95	2,767.05	79.05
	Rental of Equipment	8,000.00	0.00	0.00	8,000.00	100.00
	Utilities / Telephone Services	111,500.00	8,176.08	56,995.67	54,504.33	48.88
	Debt Service Bond Pymts	903,000.00	0.00	902,113.72	886.28	0.09
	Misc	21,000.00	93.02	279.88	20,720.12	98.66
	Expensed Equipment	1,000.00	0.00	1,666.29	(666.29)	(66.62)
	Leased Equipment	3,000.00	0.00	1,272.14	1,727.86	57.59
	Capital Equipment Purchases	10,000.00	0.00	7,620.03	2,379.97	23.80
	Transfers to Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	Chemical Treatment, Disposal	95,000.00	5,008.71	44,399.19	50,600.81	53.26
	Payroll Tax/Pension Expenses	70,000.00	3,819.20	41,071.67	28,928.33	41.32
	EXPENSES Totals:	2,108,500.00	72,793.40	1,545,001.81	563,498.19	26.72
	04 Totals:	(189,500.00)*	1,110.50*	(512,633.51)*	323,133.51*	(170.51)*
05	DFC Federal Grant Fund					
	Grants - Federal	185,000.00	7,106.67	102,187.22	82,812.78	44.76
	REVENUE Totals:	185,000.00	7,106.67	102,187.22	82,812.78	44.76
	Misc	185,000.00	7,106.67	102,187.22	82,812.78	44.76
	EXPENSES Totals:	185,000.00	7,106.67	102,187.22	82,812.78	44.76
	05 Totals:	0.00*	0.00*	0.00*	0.00*	0.00*
06	Motor Fuel Tax Fund					

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Taxes-State Per Capita Revenue	147,000.00	12,432.33	111,220.66	35,779.34	24.34
	Interest Income	1,500.00	468.76	5,225.73	(3,725.73)	(248.38)
	Other Misc. Income	5,000.00	0.00	5,027.00	(27.00)	(0.54)
	REVENUE Totals:	153,500.00	12,901.09	121,473.39	32,026.61	20.86
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Road Construction Projects	10,000.00	0.00	0.00	10,000.00	100.00
	Road Repair Materials	329,000.00	0.00	243,520.80	85,479.20	25.98
	EXPENSES Totals:	344,000.00	0.00	243,520.80	100,479.20	29.20
06	Totals:	(190,500.00)*	12,901.09*	(122,047.41)*	(68,452.59)*	35.93*
07	ESDA Fund					
	Property Tax Revenue	3,000.00	0.00	3,002.34	(2.34)	(0.07)
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Grants - State- Other	6,000.00	0.00	30,500.00	(24,500.00)	(408.33)
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	500.00	0.00	402.09	97.91	19.58
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	Transfers From Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	64,500.00	0.00	33,904.43	30,595.57	47.43
	Salary Expense	9,000.00	0.00	6,750.00	2,250.00	25.00
	Oper Supplies and Tools	12,000.00	0.00	2,504.89	9,495.11	79.12
	Gasoline, Oil & Tolls	4,000.00	53.30	2,310.06	1,689.94	42.24
	Office Supplies	950.00	0.00	560.93	389.07	40.95
	Training Expenses & Mileage	4,000.00	0.00	700.00	3,300.00	82.50
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,500.00	29.55	1,506.10	4,993.90	76.82
	Dues, Subscrip. & Memberships	700.00	0.00	83.95	616.05	88.00
	Maintenance - Equipment	6,500.00	0.00	1,982.86	4,517.14	69.49
	Vehicle Expenses	4,000.00	0.00	1,217.99	2,782.01	69.55
	Utilities / Telephone Services	11,500.00	867.29	7,764.06	3,735.94	32.48
	Misc	6,500.00	0.00	15.85	6,484.15	99.75
	Expensed Equipment	1,500.00	0.00	0.00	1,500.00	100.00
	Leased Equipment	23,000.00	1,825.01	18,250.10	4,749.90	20.65
	Capital Equipment Purchases	6,000.00	3,600.00	3,600.00	2,400.00	40.00
	Transfers to Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	EXPENSES Totals:	101,350.00	6,375.15	47,246.79	54,103.21	53.38
07	Totals:	(36,850.00)*	(6,375.15)*	(13,342.36)*	(23,507.64)*	63.79*
12	Debt Service Fund					
	Property Tax Revenue	146,067.00	0.00	145,543.50	523.50	0.35

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Deer Ridge SSA Repayments	33,000.00	2,385.46	27,198.52	5,801.48	17.58
	Revenue from Bonds/Loans	140,000.00	0.00	140,000.00	0.00	0.00
	Interest Income	1,500.00	307.70	3,098.21	(1,598.21)	(106.54)
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	6,800.00	0.00	0.00	6,800.00	100.00
	REVENUE Totals:	327,367.00	2,693.16	315,840.23	11,526.77	3.52
	Consulting /Service Fees	6,000.00	0.00	5,490.00	510.00	8.50
	Debt Service Bond Pymts	312,000.00	33,374.22	310,981.30	1,018.70	0.32
	Misc	6,000.00	0.00	0.00	6,000.00	100.00
	Transfers to Other Funds	10,000.00	0.00	0.00	10,000.00	100.00
	EXPENSES Totals:	334,000.00	33,374.22	316,471.30	17,528.70	5.24
	12 Totals:	(6,633.00)*	(30,681.06)*	(631.07)*	(6,001.93)*	90.48*
17	Water Capital Project Fund					
	Utility Usage Fees	37,000.00	3,608.56	29,333.39	7,666.61	20.72
	Utility Base/DS Fees	260,000.00	22,032.51	207,255.45	52,744.55	20.28
	Meter Replacement Fees	76,500.00	6,373.08	57,690.65	18,809.35	24.58
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp. Fees (TAP)	4,000.00	0.00	2,800.00	1,200.00	30.00
	Revenue from Bonds/Loans	300,000.00	0.00	0.00	300,000.00	100.00
	Rental Income	6,600.00	550.00	4,950.00	1,650.00	25.00
	Interest Income	5,000.00	1,694.47	12,061.41	(7,061.41)	(141.22)
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	689,100.00	34,258.62	314,090.90	375,009.10	54.42
	Salary Expense	6,000.00	0.00	6,000.00	0.00	0.00
	Legal Services	5,000.00	0.00	358.75	4,641.25	92.82
	Consulting /Service Fees	35,000.00	0.00	15,450.00	19,550.00	55.85
	Other Professional Services	0.00	0.00	0.00	0.00	0.00
	Maintenance - Equipment	110,000.00	189.43	31,106.66	78,893.34	71.72
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	408,000.00	0.00	45,262.69	362,737.31	88.90
	Capital Equipment Purchases	22,000.00	0.00	7,637.68	14,362.32	65.28
	Transfers to Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	EXPENSES Totals:	696,000.00	189.43	105,815.78	590,184.22	84.79
	17 Totals:	(6,900.00)*	34,069.19*	208,275.12*	(215,175.12)*	3,118.48*
20	Building Deposit Holding Acct					
	Interest Income	0.00	0.00	0.00	0.00	0.00

General Ledger
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	15,000.00	0.00	0.00	15,000.00	100.00
	Misc	1,000.00	0.00	0.00	1,000.00	100.00
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	31,000.00	0.00	0.00	31,000.00	100.00
20	Totals:	(31,000.00)*	0.00*	0.00*	(31,000.00)*	100.00*
21	Mobile Equipment Fund					
	Fines and Court Fees	15,000.00	240.00	2,620.00	12,380.00	82.53
	Transfers From Other Funds	20,000.00	0.00	5,000.00	15,000.00	75.00
	REVENUE Totals:	35,000.00	240.00	7,620.00	27,380.00	78.22
	MEF FUND Purchases	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	0.00	0.00	0.00	0.00	0.00
21	Totals:	35,000.00*	240.00*	7,620.00*	27,380.00*	78.22*
24	Capital Project Fund					
	Revenue from Bonds/Loans	10,000.00	0.00	0.00	10,000.00	100.00
	Interest Income	3,000.00	747.29	5,403.41	(2,403.41)	(80.11)
	Grants - State IDOT/EDP	3,824,000.00	0.00	187,179.31	3,636,820.69	95.10
	Grants - State- Other	52,000.00	0.00	0.00	52,000.00	100.00
	Grants - Misc.	101,500.00	0.00	0.00	101,500.00	100.00
	Developer Reimbursements	301,000.00	0.00	0.00	301,000.00	100.00
	Other Reimbursements	331,000.00	0.00	0.00	331,000.00	100.00
	Other Misc. Income	60,000.00	0.00	86,031.50	(26,031.50)	(43.38)
	Transfers From Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	4,732,500.00	747.29	278,614.22	4,453,885.78	94.11
	Consulting /Service Fees	500.00	0.00	0.00	500.00	100.00
	Other Professional Services	50,000.00	0.00	32,110.00	17,890.00	35.78
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	391,000.00	0.00	0.00	391,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	4,430,000.00	0.00	112,904.95	4,317,095.05	97.45
	Bridge Cap Projects	73,000.00	0.00	0.00	73,000.00	100.00
	EXPENSES Totals:	4,954,500.00	0.00	145,014.95	4,809,485.05	97.07

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
24	Totals:	(222,000.00)*	747.29*	133,599.27*	(355,599.27)*	160.18*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	4,910,000.00	0.00	4,702,091.88	207,908.12	4.23
	Interest Income	15,000.00	27.67	18,601.48	(3,601.48)	(24.01)
	REVENUE Totals:	4,925,000.00	27.67	4,720,693.36	204,306.64	4.14
	Other Professional Services	50,000.00	50.00	55,340.47	(5,340.47)	(10.68)
	Community Dev Expense	4,890,000.00	2,365,094.55	4,632,329.96	257,670.04	5.26
	EXPENSES Totals:	4,940,000.00	2,365,144.55	4,687,670.43	252,329.57	5.10
	25 Totals:	(15,000.00)*	(2,365,116.88)*	33,022.93*	(48,022.93)*	320.15*
	REVENUE TOTAL	22,279,483.00**	619,381.01**	12,795,197.95**		
	EXPENSE TOTAL	23,407,405.00**	2,881,050.01**	12,401,629.92**		
	GRAND TOTAL	(1,127,922.00)**	(2,261,669.00)**	393,568.03**		

City of Wilmington

Check Register Meeting Date: February 19, 2019



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
0	2/15/2019	Payroll Sweep	83,434.45
0	2/15/2019	Paycor	139.33
0	2/15/2019	WEX Bank	2,714.40
0	2/15/2019	Misc Vendors	81.22
0	2/19/2019	Payroll Sweep	82,981.61
0	2/19/2019	Paycor	483.24
20774	2/19/2019	Air Gas USA, LLC	65.94
20775	2/19/2019	Altorfer Industries, Inc.	278.25
20776	2/19/2019	AT&T	67.33
20777	2/19/2019	Belson Steel Center Inc	358.60
20778	2/19/2019	Blue Cross Blue Shield of Illinois	1,323.00
20779	2/19/2019	Cintas First Aid & Safety	45.62
20780	2/19/2019	Comcast	777.57
20781	2/19/2019	ComEd	211.21
20782	2/19/2019	Constellation New Energy, Inc	6,989.04
20783	2/19/2019	D'Orazio Ford	48,955.97
20784	2/19/2019	Justin Dole	10.42
20785	2/19/2019	Kimberley Donald	400.00
20786	2/19/2019	DTW Inc	1,135.00
20787	2/19/2019	Fisher Auto Parts Inc	248.74
20788	2/19/2019	Harmonic Design Inc.	1,154.00
20789	2/19/2019	DS Waters of America Hinckley Springs	72.77
20790	2/19/2019	Il Fire & Police Commissioners Assoc	375.00
20791	2/19/2019	Illinois Assoc. of Chiefs of Police	349.00
20792	2/19/2019	Illinois Notary Discount Bonding Co.	53.95
20793	2/19/2019	IPELRA	450.00
20794	2/19/2019	Jcm Uniforms	589.68
20795	2/19/2019	Joshua Johnke	1,400.00
20796	2/19/2019	Kankakee Truck Equipment, Inc.	578.90
20797	2/19/2019	Konica Minolta	218.61
20798	2/19/2019	Konica Minolta	285.86
20799	2/19/2019	Mahoney Silverman & Cross LLC	3,856.25
20801	2/19/2019	Office Depot	65.23
20802	2/19/2019	Police Law Institute, Inc.	1,710.00
20803	2/19/2019	Ray O Herron Inc	437.85
20804	2/19/2019	Rush Truck Centers, Inc.	890.00
20805	2/19/2019	Secretary Of State	103.00
20806	2/19/2019	SERVPRO	1,650.00
20807	2/19/2019	Staples Advantage	28.88

20808	2/19/2019	Attn: Financial Services State Treasurer - Idot	1,462.50
20809	2/19/2019	Traffic Control & Protection, Inc.	279.25
20810	2/19/2019	United Communications Systems Inc	753.98
20811	2/19/2019	University of Illinois	1,225.00
20812	2/19/2019	Waste Management Of Il SW	706.01
20813	2/19/2019	WESCOM	20,121.70
20814	2/19/2019	Whitmore Investments Inc	169.42
20815	2/19/2019	Will County Recorder	41.00
20816	2/19/2019	Winter Equipment Company Inc.	487.10
TOTAL:			<u>270,215.88</u>

Fund	2	Water Operating M & R Fund	
0	2/15/2019	Payroll Sweep	19,675.17
0	2/15/2019	IL Funds	647.87
0	2/15/2019	INB	2.77
0	2/15/2019	USPS	568.25
0	2/15/2019	WEX Bank	196.50
0	2/19/2019	Payroll Sweep	18,094.27
10729	2/19/2019	Accela, Inc. #774375	428.50
10733	2/19/2019	Beglers Auto Repair	1,184.84
10734	2/19/2019	Comcast	209.70
10735	2/19/2019	DTW Inc	147.50
10736	2/19/2019	Fisher Auto Parts Inc	181.07
10737	2/19/2019	Ryan Foster	174.00
10739	2/19/2019	Konica Minolta	94.57
10740	2/19/2019	Linde Inc	1,078.80
10742	2/19/2019	Mooring Tech, Inc.	3,925.00
10744	2/19/2019	Nicor	981.62
10747	2/19/2019	Underground Pipe & Valve Co	1,531.00
10748	2/19/2019	United Communications Systems Inc	107.91
10750	2/19/2019	Viking Chemical Company	1,730.61
10751	2/19/2019	Waste Management Of Il SW	37,852.68
10752	2/19/2019	Whitmore Investments Inc	597.47
TOTAL:			<u>89,410.10</u>

Fund	4	Sewer Operating M & R Fund	
0	2/15/2019	Payroll Sweep	14,870.65
0	2/15/2019	IL Funds	647.87
0	2/15/2019	INB	2.77
0	2/15/2019	Misc Vendors	208.27
0	2/15/2019	USPS	568.25
0	2/15/2019	WEX Bank	269.92
0	2/19/2019	Payroll Sweep	13,634.36
10729	2/19/2019	Accela, Inc. #774375	428.50
10730	2/19/2019	Alarm Detection Systems, Inc.	126.84
10731	2/19/2019	AQUAFIX	2,684.11
10732	2/19/2019	Backflow Solutions, Inc.	900.00

10738	2/19/2019	Joliet Technologies, LLC	140.00
10739	2/19/2019	Konica Minolta	94.57
10741	2/19/2019	Menards-Joliet	342.48
10743	2/19/2019	Nestle Water North America	109.80
10745	2/19/2019	Staples Advantage	628.10
10746	2/19/2019	Steiner Electric Company	717.50
10748	2/19/2019	United Communications Systems Inc	180.35
10749	2/19/2019	USA Blue Book	661.83
10752	2/19/2019	Whitmore Investments Inc	824.20
10753	2/19/2019	Wilmington Overhead Door Co.	1,550.00

TOTAL: 39,590.37

Fund 5 DFC Federal Grant Fund

0	2/19/2019	Better Business Planning Inc.	2,566.54
1473	2/19/2019	Cardmember Service	339.49
1474	2/19/2019	Rex Tomey	61.48

TOTAL: 2,967.51

Fund 6 Motor Fuel Tax Fund

3658	2/19/2019	Cargill Incorporated	14,309.12
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TOTAL: 14,309.12

Fund 7 ESDA Fund

0	2/15/2019	WEX Bank	228.14
0	2/19/2019	Payroll Sweep	2,250.00
20780	2/19/2019	Comcast	93.19
20787	2/19/2019	Fisher Auto Parts Inc	89.95
20800	2/19/2019	Menards Bradley	99.76
20810	2/19/2019	United Communications Systems Inc	258.43
20813	2/19/2019	WESCOM	2,234.29
20814	2/19/2019	Whitmore Investments Inc	214.09

TOTAL: 5,467.85

GRAND TOTAL: 421,960.83

Dennis Vice

Floyd Combes

Steve Evans

John Persic, Jr.

Kevin Kirwin

Frank Studer

Lisa Butler

Fran Tutor

Approved: February 19, 2019

ORDINANCE NO. 19-02-19-02

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT AND THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 212 N. WATER STREET, WILMINGTON, ILLINOIS 60481

WHEREAS, pursuant to the provisions of Section 11-61-3, Section 11-71-1, and Section 11-76.1-1 of Article 11 of the Illinois Municipal Code, the City is authorized to purchase real property for public purposes including for the purpose of creating a parking facility; and

WHEREAS, the Mayor and Aldermen (“Corporate Authorities”) deem it advisable and necessary for the health, safety, and welfare of the residents of the City of Wilmington (“City”) to provide for the purchase of certain property known as 212 N. Water Street, Wilmington, Illinois 60481, more specifically described in Exhibit A (“Property”); and

WHEREAS, the City agrees to purchase the Property and Grundy Bank, as Trustee under the provisions of a Trust Agreement dated July 17, 2013 and known as Trust Number 1493 (“Seller”) agrees to sell the Property for the sum of Forty Thousand and 00/100 Dollars (\$40,000.00);

WHEREAS, the City intends to purchase and use the Property to provide public parking to the downtown business district; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS STATUTORY AND OTHER POWERS AS FOLLOWS AS FOLLOWS:

SECTION 1. RECITALS INCORPORATED

The foregoing recitals are incorporated herein as findings of the corporate authorities.

SECTION 2. PURCHASE AND CONVEYANCE.

The City of Wilmington is authorized to purchase from Seller the property described in Exhibit A to for the sum of Forty Thousand and 00/100 Dollars (\$40,000.00). The Real Estate Sales Contract attached hereto as Exhibit B, which sets forth the general terms of the purchase and sale for said Property is hereby approved and accepted subject to any attorney modifications.

SECTION 3. AUTHORIZATION

The Mayor and the City Administrator are authorized and directed to execute such documents as are required to satisfy the intent of this Ordinance and that is necessary to consummate the real estate closing for the purchase of the Property.

SECTION 4: SEVERABILITY

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

SECTION 5: REPEALER

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

SECTION 6: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law, specifically after the ordinance is published in one or more newspapers published in the City of Wilmington, or if no newspaper is published therein, then in one or more newspapers with a general circulation within the City of Wilmington, at least twice within thirty (30) days after this ordinance is passed and approved.

PASSED this 19th day of February, 2019 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Dennis Vice	_____	Floyd Combes	_____
Fran Tutor	_____	Lisa Butler	_____
Steve Evans	_____	Frank Studer	_____

Approved this 19th day of February, 2019

Roy Strong, Mayor

Attest:

James W. Studer, City Clerk

EXHIBIT A

PROPERTY

Common Address

212 N Water St, Wilmington, IL 60481

Parcel Identification Number

P.I.N.: 03-17-25-312-003-0000

Legal Description

LOT 3, IN BLOCK 5, IN WILMINGTON IN SECTION 36, TOWNSHIP 33 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

EXHIBIT B

PURCHASE AND SALE CONTRACT FOR 212 N. Water Street

THIS PURCHASE AND SALE CONTRACT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined) by and between the Grundy Bank, as Trustee under the provisions of a Trust Agreement dated July 17, 2013 and known as Trust Number 1493 (hereinafter "**Seller**"), and the City of Wilmington, an Illinois municipal corporation, (hereinafter "**Purchaser**").

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

Section 1. Certain Definitions.

For purposes of this Agreement, when used herein the following terms shall have the meaning ascribed to them as set forth below.

1.1 **Effective Date:** The date that this Agreement is executed by the Seller and has been approved by a majority vote of the Village Board and executed by the Village President and attested to by the Village Clerk. ("Effective Date").

1.2 **Earnest Money:** Upon execution of this Agreement, Purchaser shall deposit in an earnest money escrow ("Earnest Money Escrow") with Title Insurer (as hereinafter defined), as escrowee ("Escrowee"), the sum of Two Thousand Dollars (\$2,000.00) no later than five (5) business days after the Effective Date. The Earnest Money shall be held pursuant to Escrowee's standard form of earnest money escrow agreement. After the expiration of the Feasibility Period, as defined below, the Earnest Money is non-refundable, except in the event of a default by Seller, in which case the Earnest Money shall be fully refunded to the Purchaser pursuant to Paragraph 13 herein. This Earnest Money shall be applied against the Purchase Price on the Closing Date.

1.3 **Property:** The property commonly known as 212 N Water St, Wilmington, IL 60481 P.I.N.: 03-17-25-312-003-0000 ("Property") and more particularly described in the attached **Exhibit "A"**.

Section 2. Purchase Price.

2.1 Purchaser hereby agrees to purchase and the Seller hereby agrees to sell for the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) the real estate described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable general warranty deed with release of homestead rights, subject only to; (a) covenants, conditions and restrictions of record; (b) public, and utility easements, if any, (c) roads and highways, if any; (d) general real estate taxes for the year 2018 and subsequent years.

2.2 The Purchaser shall receive a credit at closing for all monies paid to Seller prior to the time of closing. The Purchaser shall pay the remainder of the Purchase Price to the Seller on the closing date in cash or by certified or bank cashier's check

Section 3. Closing

3.1 The closing of the purchase and sale of the Property shall be effected through an escrow with the Escrowee. Delivery of the deed and any other documents and payment of any unpaid portion of the Purchase Price for the Property shall be effected through such escrow. The terms of such escrow shall be pursuant to an escrow agreement in customary form utilized by the Title Company modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne equally by Purchaser and Seller. This Agreement shall not be merged into the escrow agreement, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto.

3.2 Purchaser shall be entitled to an inspection 48 hours prior to closing to determine that the Property is in the same condition as of the date hereof. If at the time of Purchaser's inspection, the Property is not in the same or substantially the same condition, the Purchaser shall have the option of declaring this Real Estate Agreement null and void and receiving the return of all the Earnest Money paid plus interest earned thereof or of receiving a credit at closing for the cost of repairing or replacing any unacceptable items.

3.3 Also, closing shall take place at the office of _____, Illinois. Closing shall take place thirty (30) days after the expiration of the Feasibility Period or at a time mutually agreeable to both parties.

Section 4. Survey

4.1 At Seller's sole cost and expense, Seller shall obtain an ALTA survey of the Property dated no more than six (6) months prior to the Effective Date. Seller agrees to provide Purchaser with a stamped sealed survey within twenty-one (21) days from the Effective Date.

4.2 The above-referenced Survey shall be prepared by a surveyor approved by the Purchaser and in conformity with Class A Minimum Detail Requirements and Standards for Land Title Surveys of the American Land Title Association and American Congress on Surveying and Mapping, and such standards as are required by the Title Company as a condition to the removal of any survey exceptions from the Commitment, certified to Purchaser, its lender, if any, and the Title Company after the date hereof by a surveyor licensed by the State of Illinois.

Section 5. Title Commitment

5.1 Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, within thirty (30) days from the Effective Date, a title commitment for American Land Title Association Owners Policy - 2006 and the underlying documents issued by a Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of

a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

5.2 If the title commitment discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to the Seller to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further actions of the parties.

Section 6. Feasibility Period

6.1 Purchaser shall have thirty (30) days after the Effective date ("Feasibility Period") to conduct and make such feasibility studies as Purchaser deems necessary, including but not limited to off-site utility availability, wetland delineation, endangered species studies, engineering studies, soil analysis, core drilling, environmental studies, zoning compatibility, noise abatement study and conduct any and all physical inspections of the property and the disclosure herein. Seller shall cooperate with Purchaser in making such inspections and allow Purchaser full access to the property for the purpose of such inspections.

6.2 Should Purchaser decide to terminate this Agreement for any reason at its sole discretion then Purchaser shall have the right, upon the Purchaser giving and the Seller receiving on or before 6:00 p.m. of the thirtieth (30th) day of the Feasibility Period written notice to terminate this Agreement, whereupon this Agreement will become null and void and of no further force and effect and the parties hereto shall have no further obligations to one another. The Earnest Money will then be refunded to Purchaser within two (2) business days.

6.3 In the event Sellers do not receive written notice of termination or written notice of an extension of this Agreement on or before 6:00pm of the thirtieth (30th) day of the Feasibility Period, the Earnest Money shall become non-refundable, except in the event of a breach by Seller.

Section 7. Seller's Responsibilities

- 7.1 Seller shall deliver to Purchaser the following at or prior to the Closing Date:
- a) General Warranty Deed subject to all conditions and exceptions contained in a commitment for title insurance and permitted herein;
 - b) Affidavit of Title

- c) ALTA Statement;
 - d) Closing Statement.
 - e) Transfer Declaration. Executed Transfer Declarations for the State, County and Village, as applicable.
 - f) Entity Transfer Certificate. Entity Transfer Certification confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
 - g) Its portion of the escrow fees charged by the Title Company as well as the costs of the title insurance policy, extended coverage and endorsements.
 - h) Any and all other documents required to convey title.
- 7.2 Seller agrees to cooperate fully with Purchaser, Purchaser's agent, and any governmental entities regarding any possible zoning changes which are necessary or required for Purchaser's intended use of the property prior to closing.
- 7.3 Seller shall be responsible for payment of all State, County and municipal transfer taxes, if any, and its own attorney fees.

Section 8. Representations and Indemnifications of the Purchaser

- 8.1 Purchaser hereby represents and warrants to Seller as follows:

Except as provided herein, that all costs and expenses associated with this transaction including but not limited to preparing soil tests and borings, preliminary engineering, topographical surveys, planning studies, and environmental studies shall be the sole responsibility of Purchaser. Seller shall not be obligated to pay any such costs or expenses and Purchaser shall hold Seller harmless and indemnify in regard thereto. All representations and covenants of the parties shall be deemed to be remade at closing and survive closing.

- 8.2 Purchaser shall pay the following costs:

- a) Its own attorneys' fees; and
- b) Its portion of the escrow fees charged by the Title Company.

Section 9. Affirmative Covenants of Seller

- 9.1 Maintenance of Property. Seller shall maintain the Property free from waste and neglect and in good order and repair and shall not permit any claim, lien or encumbrance to be recorded against the Property without the Purchaser's prior written consent.

9.2 Insurance. From the date hereof to the Closing Date, Seller shall maintain or cause to be maintained liability, casualty and other insurance upon and in respect to the Property against such hazards and in accordance with the insurance presently maintained by Seller.

9.3 Change of Circumstance. Seller shall promptly inform Purchaser in writing of any material event which Seller reasonably believes materially affects its ownership or operation of the Property, whether or not insured against.

9.4 Contracts. Seller shall not enter into any agreement which will be an obligation affecting Purchaser or the Property subsequent to the date of Purchaser's possession without Purchaser's prior written consent.

9.5 Equipment and records. Prior to the Closing Date, Seller shall remove or cause to be removed any and all medical records and equipment located on the Property.

Section 10. Representations of the Seller

10.1 Seller covenants and agrees with Purchaser that:

Before Closing, Seller shall pay in full all bills and invoices for labor, material and services which may cause a lien to be filed against the Property and provide proof of full payment as required by the Title Company.

10.2 In addition to the representations and warranties contained in other sections of the Agreement, Seller hereby makes the following representations and warranties as of the Effective Date and as of the Closing Date.

10.2.1 Seller owns the Property. This Agreement and all documents to be executed and delivered by Seller at Closing are duly executed and delivered, and are legal, valid, and binding obligations of Seller, and do not violate any provisions of any agreement to which Seller is a party or to which Seller is subject or any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body. No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate this transaction.

10.2.2 Seller has no knowledge of, and has received no notice of, (a) any threatened or pending litigation or proceeding by any organization, person, or governmental agency against Seller with respect to the Property or against the Property, (b) any violation of the Property's compliance with any ordinances, zoning ordinances or any other statutes, ordinances, laws, rules or regulations affecting the Property, (c) any proceedings that could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof, (d) any pending or threatened condemnation proceeding that would affect the Property, (e) any proceedings that could impose any requirement that the owner of the Property pay, directly or indirectly, any special fees, special assessments, taxes or contributions or incur any expenses or obligations in connection with the development of the Property or any portion thereof, other than any regular and nondiscriminatory local real estate or school taxes assessed

against the Property, (f) any proceedings that could cause an increase in the assessed value of the Property, or (g) any disputes regarding the boundary lines of the Property.

10.2.3 Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

10.2.4 Leases. There are no existing leases or other agreements with respect to the Property that will extend past the date of the Closing.

10.2.5 Environmental Matters. To the best of the Seller's knowledge and belief, but without independent investigation (a) no Hazardous Materials (as defined below) are or have been located on the Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Property; (b) no underground storage tanks are currently or have been located on the Property; (c) the Property is not or has never been used as a storage for waste or hazardous material; and (d) Seller has never used the Property in any manner which violated any environmental ordinances or regulations and the Seller has never been cited for any violation.

10.2.5.1 The term "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is: (a) defined as a "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law; (b) petroleum; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

10.3 No representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, be merged into the Deed, but shall survive closing for a period of twenty-four (24) months and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Section 11. Environmental Indemnification

Seller shall indemnify, defend and hold harmless the Purchaser, its employees, agents, and officers from any and all claims, liabilities, costs (including reasonable attorney's fees and expert witness' fees), and damages of whatsoever kind or nature, regardless of

culpability, on account of any release, threatened release, storage, generation, transportation, reclamation, recycling or disposal of any Hazardous Material or any non-compliance with any Environmental Laws or Regulations in either case arising out of any use of the Property (other than by or through Purchaser) during the period owned by Seller. This indemnification shall require Seller to remediate at Seller's sole cost and expense any such release or threatened release of Hazardous Materials so required to be remediated by the State of Illinois, Environmental Protection Agency or any other governmental entity having jurisdiction thereof, and shall require Seller to comply with all federal, state and local statutes, rules, regulations, ordinances, orders and permits relating thereto. This Section shall survive the Closing.

Section 12. Prorations

12.1 Real Estate Taxes. Prior to or concurrent with closing, Seller shall cause to be paid in full all real estate taxes for all prior years, due prior to closing, and all penalties and interest thereon. At closing, Purchaser shall receive a prorated credit for real estate taxes not yet due and owing, based upon the tax rate and assessed value contained in the most recently issued tax bill. Current general real estate taxes not yet due and payable shall be prorated at the time of closing based on one hundred five percent (105%) of the most recent ascertainable real estate tax bill. The proration shall be final.

Section 13. Default.

13.1 Default by Seller. If Seller defaults in any way Purchaser may, as Purchaser's sole and exclusive remedies either (a) terminate this Agreement by written notice forwarded to Seller on or prior to the Closing Date, in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser and Seller shall pay to Purchaser all out of pocket expenses incurred by Purchaser in connection with this Agreement and its inspection of the Property, or (b) Purchaser may pursue any remedies available in law and in equity and if the Purchaser should prevail, the Seller shall be responsible for the Purchaser's reasonable attorney's fees, court costs and expert witness fees. Should Purchaser seek a particular remedy, Purchaser shall not be precluded from pursuing any other remedies.

13.2 Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Property, then Seller's sole and exclusive remedy (and in lieu of any other remedy, legal or equitable in nature) shall be to terminate this Agreement and receive the Earnest Money and all interest as liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such damages. Seller shall have no other remedy for any default by Purchaser.

Section 14. Miscellaneous

14.1 This Agreement (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Agreement has no force or effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by both parties or their duly authorized agents, officers, or representatives.

14.2 This Agreement inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. The Seller may assign its rights or obligations under this Agreement without the Purchaser's consent, or notice so long as the Assignee agrees to be bound by the terms and conditions of this Agreement. The Purchaser may also transfer this Agreement without Seller's consent.

14.3 Time is of the essence in this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

14.4 If, prior to Closing, the Property becomes subject to a taking by virtue of eminent domain to any extent whatsoever Seller shall immediately notify Purchaser of such fact. In such event, Purchaser may, in Purchaser's sole discretion, either (a) terminate this Agreement and receive back the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except for those that expressly survive termination, or (b) proceed with the Closing of the transaction, in which event Seller shall assign to Purchaser all condemnation proceeds available as a result of such destruction or taking and shall pay to Purchaser the amount of any applicable deductible or co-insurance maintained by Seller.

14.5 LIKE-KIND EXCHANGE. If either party desires to exchange, for other property of like-kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the property which is the subject of this Agreement, such party expressly reserves the right to assign his rights, but not his obligations hereunder, to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) on or before the closing date. In such event, the other party shall, at no expense to such party, execute customary exchange documents, notices and assignments to effectuate such exchange.

14.6 The captions beside the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

14.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The obligations under the terms of the Agreement are performable in Will County, Illinois, and any and all payments under the terms of the Agreement are to be made in Will County, Illinois. Any dispute involving this Agreement shall be resolved and venue in the Circuit Court of Will County, Illinois.

14.8 If any provision in this Agreement is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14.9 Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

14.10 Notices. Any notice under this Agreement must be written. Notices must be either (a) hand-delivered to the address set forth below for the recipient; or (b) placed in the United States postal service mailbox and sent certified mail, return receipt requested, addressed to the recipient as specified below; (c) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (d) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

14.10.1 Seller's address for all purposes under this Agreement is:

Telephone: _____

Fax: _____

with copies to: _____

ph _____

14.10.2 Purchaser's address for all purposes under this Agreement is:

Attention: City of Wilmington
Roy Strong – Mayor
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Telephone: 815-476-2175

with a copy to:

Attention: Jean A. Kenol
Mahoney, Silverman & Cross, LLC.
822 Infantry Drive, Suite 100
Joliet, IL 60435

Telephone: (815)730-9500

Fax: (815)730-9598

Email: jkenol@msclawfirm.com

14.11 Prior to the Closing Date, both parties shall maintain in confidence the terms and conditions of the transaction proposed herein, as well as the identity of the parties hereto and any other aspect relating to this Agreement to the extent allowable by law.

14.12 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. Counterparts of this Agreement may be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however that if counterparts are so executed by facsimile machines, then upon request of either party original signatures will be exchanged promptly thereafter.

14.13 The provisions of this **Section 14** shall survive Closing.

Section 15. Exhibits. The following exhibits are incorporated herein:

Exhibit A: Legal Description

{signature page to follow}

EXECUTED as of the Effective Date.

SELLER

Grundy Bank, as Trustee under the provisions of a Trust Agreement dated July 17, 2013 and known as Trust Number 1493

By: _____

Date: _____

PURCHASER

City of Wilmington

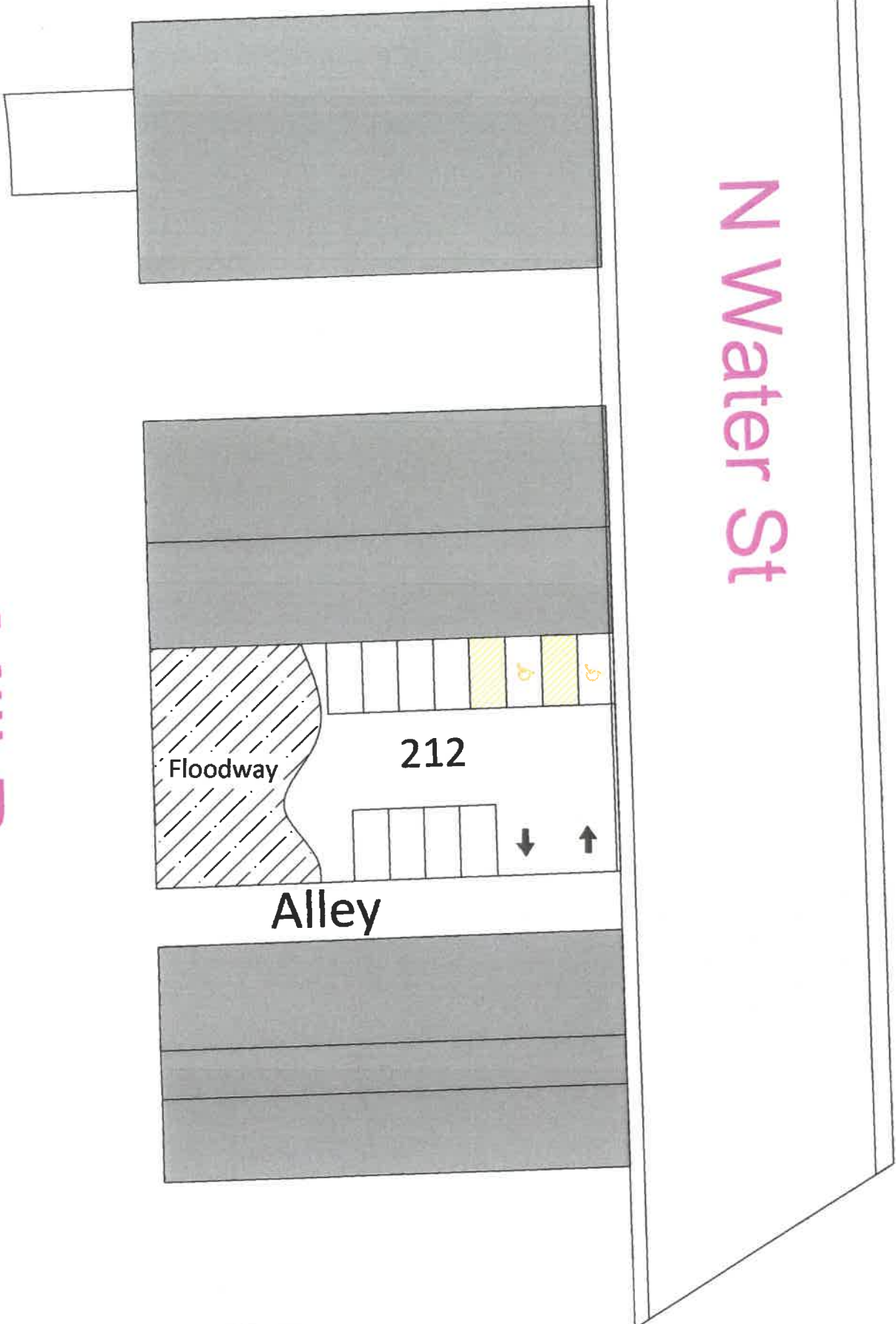
BY: _____
It's authorized agent

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

LOT 3, IN BLOCK 5, IN WILMINGTON IN SECTION 36, TOWNSHIP 33 NORTH, RANGE
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

N Water St

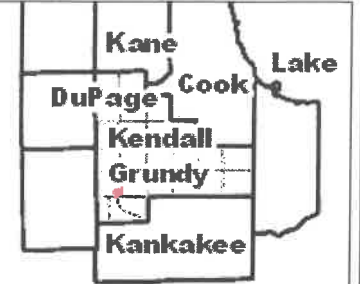


Mill Race

PRELIMINARY



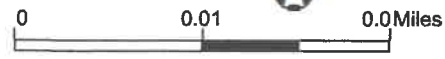
Aerial



Legend

- Address Points
- Roadways
 - Federal
 - State
 - County
 - Local and Private
- Parcels
 - Surrounding Counties
 - Townships

1:564

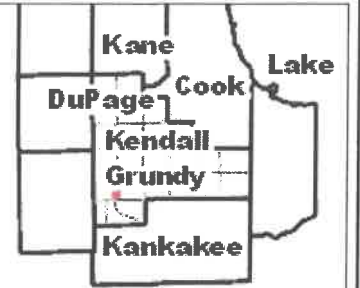


WGS_1984_Web_Mercator_Auxiliary_Sphere

Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyillinois.com.

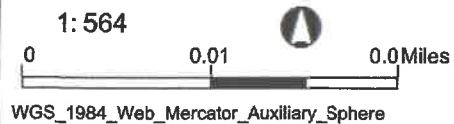
Notes

Flood Map



Legend

- Roadways**
 - Federal
 - State
 - County
 - Local and Private
- Parcels**
- ~ Base Flood Elevation Line
- Flood Hazard Area**
 - 1% Annual Chance Flood Hazard
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard
 - Area of Minimal Flood Hazard
 - Area with Reduced Risk Due to Lev 2014 - 2 Ft. Contour Lines



Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyillinois.com.

Notes

212 N. Water

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

02-06-19

Hello Joie,

Per our previous emails concerning the installation and programming of radios along with onsite training for the City of Wilmington billing and field personnel please find the detailed costs below and itemized quote attached. We have the following understanding:

- 1) Zenner personnel will swap out Datamatic Fireflies with ZENNER Stealth Readers and program Stealth radios.
- 2) Zenner Project Manager will train field and billing personnel.
- 3) City of Wilmington will set up all appointments with customers.
- 4) The cost of these services are as follows:

- Stealth Reader Installation and programming (\$700 per day) Note: City will make appointments. 1000 installs with an average of 3 per hour or 24 per day. 42 days to complete the project. $42 \times \$700 = \$29,400.00$

- Project Management onsite training. $\$750 \times 3 \text{ days} = \$2,250.00$

- 10 weeks Travel Expenses. Includes 1 week for Project Manager onsite visit. $\$1,060 \times 10 = \$10,600.00$

Grand Total: \$42,250.00

Note: No material costs are inclusive of the above. Stealth Readers are offered at \$80.50 each. This price includes installation supplies and enclosures. All Stealth Readers come with a full 10 year warranty and a 20 year prorated warranty.

Zenner appreciates the City of Wilmington and their business and we look forward to partnering on this project.

Respectfully,

Dan Pasternak
Sales Manager
620-330-6284



Customer Name: City of Wilmington
Billing Address: 1165 S. Water Street
City/State/Zip: Wilmington, IL 60481
Shipping Name: Same
Shipping Address:
City/State/Zip: Same
Email: ziller@wilmington-il.com
Phone: (815)476-2175

Salesman: Dan Pasternak
Attn: Zoie Ziller
Subject: ZENNER Quote
PO: Per email dated 10/09/18
Ship VIA: Best Way
FFA: No

Sales Quote

Date: 2/6/2019 **Multiplier**

Accept Partial Shipments: No

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes			
Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
Section	Outlet Connection	FHM Add-ons			Qty	Unit Price	Extended Price	Annual	List Price
2	Flanges/Gaskets/Bolts/Kits						\$0.00	\$0.00	
3	Radio Interface Units						\$0.00	\$0.00	
4	System Interface Development						\$0.00	\$0.00	
5	Handheld/Mobile/Probe						\$0.00	\$0.00	
6	AMI Hardware						\$0.00	\$0.00	
7	Software						\$0.00	\$0.00	
8	Project Management Installation/Training						\$42,250.00	\$0.00	
8.1	Project Management				3	\$750.00	\$2,250.00		
8.2	Stealth Radio Installation services- Indoor application				42	\$700.00	\$29,400.00		
Misc.	Travel Expenses				10	\$1,060.00	\$10,600.00		
9	Accessories and other items						\$0.00	\$0.00	
10	Hydrant Meter Accessories						\$0.00	\$0.00	
Total System Cost and Annual Maintenance							\$42,250.00	\$0.00	

Note: This sales order/sales quote is subject to terms of the Zenner Performance Meters, Inc License and Maintenance Agreement. All prices are valid for ninety (90) days unless otherwise extended in writing. Payment Terms are Net 30.

Shipping: All shipping is FOB Zenner Performance Meters, Inc's facility in Banning, California.

Sales Order/Sales Quote Accepted:

Authorized Signature: _____ **Date:** _____
 Signature

End of Document

ORDINANCE NO. 19-02-19-01

**AN ORDINANCE AMENDING THE REGULATION OF AND APPLICATION FOR
SMALL WIRELESS FACILITIES**

WHEREAS, the City of Wilmington (the “City”) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, July 17, 2018, the City adopted Ordinance No. 18-07-17-04, “An Ordinance Providing For The Regulation of and Application For Small Wireless Facilities” based on authority set forth in Public Act 100-0585; and

WHEREAS, on September 26, 2018, the Federal Communications Commission filed a Declaratory Ruling enacting preemption of State and local authority over small wireless facility deployment; and

WHEREAS, Public Act 100-0585 contained parts that do not comply with the FCC Declaratory Ruling; and

WHEREAS, the City finds it in the best interest of the municipality to amend its Small Wireless Facility ordinance to comply with the FCC Proposed Order.

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

**SECTION 1. AMENDMENTS TO CHAPTER 165: SMALL WIRELESS
FACILITIES**

CHAPTER 165: SMALL WIRELESS FACILITIES of TITLE XV: LAND USAGE is hereby deleted and replaced by the following:

165.01 Purpose and Scope.

Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, or outside the rights-of-way on property zoned by the City exclusively for commercial or industrial use, in a manner that is consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

165.02 Definitions.

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

Act –the Small Wireless Facilities Deployment Act (Public Act 100-0585).

Antenna – an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the provision of personal wireless service and any commingled information services. The antenna does not include an unintentional radiator, mobile station or device.

Applicable codes –uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code, as most currently adopted by the City.

Applicant – a person or entity that submits a siting application and the agents, employees and contractors of such person or entity.

Application – a written submission to the City requesting authorization for the deployment of a personal wireless facility at a specified location.

Collocate or collocation – (1) mounting or installing an antenna facility on a pre-existing structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the City in public rights-of-way.

Permit – a written authorization required by the City to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to, prevent, and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

Small wireless facility – a facility that: (1) is mounted on structures 50 feet or less in height including its antennas, or (2) is mounted on structures no more than 10% taller than other adjacent structures, or (3) does not extend existing structures on which they are located to a height of more than 50 feet or by more than 10%, whichever is greater. Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume. All other wireless equipment associated with the structure, including the wireless equipment

associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State of Illinois that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided it is using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

165.03 Regulation of Small Wireless Facilities.

- (A) **Permitted Use.** Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (C)(9) of this Section regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.
- (B) **Permit Required.** An applicant shall obtain one or more permits from the City to collocate a small wireless facility. While a pre-application discussion with the City Administrator is not required, it is suggested to help streamline the application process. All requests for a pre-application discussion will be accommodated in a timely fashion.

An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) Application Requirements. A wireless provider shall provide the following information to the City Administrator, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
 - a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared and certified by an Illinois Licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b. The location where each proposed small wireless facility or utility pole for the small wireless facility would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility. Photographs shall include sufficient perspective and detail to document the existing conditions to which the work area will be restored;
 - c. Photographs of each existing public or private pole located within a four hundred foot (400') radius of the proposed small wireless facility. Where multiple poles of the same type, material, size, and color exist within the radius, the applicant may substitute one photograph of each pole type together with a map depicting the multiple locations;
 - d. A written statement indicating whether the proposed location is on a historic landmark or within a historic district;
 - e. Specifications and drawings prepared and certified by an Illinois Licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, and photographs for and of each proposed small wireless facility covered by the application as it is proposed to be installed;
 - f. In the event that the proposed small wireless facility is proposed to be attached to a new utility pole or structure, specifications and drawings shall include depictions of the new utility pole or structure;
 - g. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - h. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;

- i. Copies of all licenses, permits, and approvals required by or from the City (i.e. zoning approval, where required), other agencies and units of government with jurisdiction over the design, construction, location, and operation of said small wireless facility. The applicant shall maintain such licenses, permits, and approvals in force and effect and provide evidence of renewal or extension thereof when granted;
- j. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation;
- k. Proof that the wireless provider is certified by the State of Illinois to provide wireless telecommunication service; and
- l. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

(2) Application Process. The City shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 60 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 45 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 60th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate (i) a small wireless facility that includes the installation of a new utility pole or (ii) a facility other than a small wireless facility using an existing structure shall be processed on a nondiscriminatory

basis and deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- d. An application to deploy a facility other than a small wireless facility using a new structure shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 150 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 135 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 150th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- e. The City shall deny an application which does not meet the requirements of this Ordinance.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the application to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- f. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement. Wilmington City Council delegates its authority to adopt, amend, and administer a master pole attachment agreement to the City Administrator or his/her designee consistent with the Act.

- (3) Completeness of Application. Within 10 days after receiving an application, the City Administrator shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 10 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines reset to Day 1 upon the applicant submitting the additional information requested by the City.

- (4) Tolling. The time period for applications may be further tolled by:

- a. An express written agreement by both the applicant and the City; or

- b. A local, State or federal disaster declaration or similar emergency that causes the delay.

- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

- (8) Pole Replacement. Permit approval shall be conditioned on the replacement of a utility pole or wireless support structure at the applicant's sole cost where such replacement is deemed necessary for compliance with the requirements all City regulations of this Chapter and Title, relative to the siting of small wireless facilities, or other applicable codes and regulations concerning public safety.

(C) Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses. The City hereby reserves, as a matter of policy, adequate space on each municipal utility pole for public safety uses and/or the City's electric utility uses, whether desired for use now or in the future, sufficient sections of the pole's interior to provide power,

wiring, and in some cases, the mounting of public safety apparatus, as the case may be. The reservation of adequate space for public safety uses is a condition precedent to the location of small wireless facilities and the City may, from time to time, require the relocation of small wireless facilities to another location or pole to provide public safety or electric utility uses as it deems necessary or desirable, provided however relocation shall not be required if both the public safety and/or electric utility use and the small wireless facility may physically and technically operate on or about the same pole. In the event the City decides it necessary or desirable to remove, relocate or change any of its municipal utility poles, the wireless provider shall relocate their equipment and service(s) at their own expense to a new appropriate location approved by the City, which shall be installed following the then current requirements.

- (2) Installation, Construction, and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair, in compliance with the requirements and conditions of this Ordinance and any other applicable City of Wilmington ordinance, including regulations set forth in Chapter 163 “Construction of Facilities in Public Rights of Way”, including but not limited to (i) Appearance Standards (Section 163.15(H)), (ii) removal, relocation or modification of facilities (Section 163.18), (iii) general construction standards (Section 163.15), and (iv) cleanup and restoration (Section 163.19), at the wireless provider’s sole cost and expense. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications or with traffic control devices.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including but not limited to powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The City may terminate a permit for a small wireless facility based

on such interference if the wireless provider is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The burden to establish the good faith effort shall be on the wireless provider, which shall timely deliver to the City all information necessary to demonstrate its efforts to resolve the interference consistent with the Code of Federal Regulations sections cited above. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.

- (6) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocation small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (7) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- (1) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility;
or
 - (2) 45 feet above ground level.
- (8) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in Sections 150.12 and 150.18 of Wilmington's Code of Ordinances.
- (9) A wireless provider shall not construct or maintain any wireless facility that:
- (1) Obstructs, impedes, or hinders the usual travel or public safety on a right-of-way;
 - (2) Obstructs the legal use of right-of-way by utility users;
 - (3) Violates nondiscriminatory applicable codes;
 - (4) Violates the Federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*)
- (10) Utility Metering. A wireless provider must provide for their own use an independently metered electric service. Where temporary and/or backup power sources are installed within two-hundred feet (200') of a residential property or structure intended for residential use, the wireless provider shall utilize silent standby power supplies only.
- (11) Contractual Design Requirements. The wireless provider shall further comply with any requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (12) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

- (13) Undergrounding Regulations. The wireless provider shall comply with City code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way.
- (14) Future Undergrounding. The City may from time to time make a decision to eliminate above ground utility poles of a particular type generally, such as electric utility poles, in all or a significant portion of the City. In the event that such a utility pole has a collocated wireless facility in place at the time of such decision, the City shall either:
- (1) Continue to maintain the utility pole, or install and maintain a reasonable utility pole or wireless support structure for the collocation of the small wireless facility;
 - (2) Offer to sell the utility pole to the wireless provider at a reasonable cost, or allow the wireless provider to install its own utility pole so it can maintain service from that location.
- (15) Site Restoration. A wireless provider shall be responsible to restore any disturbed land, landscaping, paving, or other improvements above or below ground, to the condition existing prior to the installation of a small wireless facility. In the event photographs submitted pursuant to the application requirements above are insufficient to determine the conditions present prior to the installation, the City shall have the sole authority to specify reasonable conditions for the restoration required.
- (16) Surety. Prior to installing a small wireless facility, a wireless provider shall provide the City a surety to remove and restore the facility in the event of abandonment. A wireless provider shall maintain the surety in continuous effect after the installation and shall provide the City one hundred twenty (120) day-notice, if cancelled, transferred, terminated, or otherwise not renewed.
- (17) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

(D) Application Fees. Application fees are imposed as follows:

- (1) Applicant shall pay an application fee of \$500 for an application to collocate up to five (5) small wireless facilities on an existing utility poles or wireless support structures, and \$100

for each small wireless facility addressed in a consolidated application to collocate more than five (5) small wireless facilities on existing utility poles or wireless support structures.

- (2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
 - (3) In addition to the application fees stated above, the applicant shall be responsible for any and all reasonable review costs incurred by the City, including but not limited to administrative, legal, engineering, and architectural review costs.
 - (4) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
 - (5) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance not requiring replacement of wireless facilities if the wireless provider notifies the City in writing at least forty-eight (48) hours prior to the planned maintenance;
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least ten (10) days prior to the planned replacement and includes equipment specifications, including (i) equipment type and model numbers, for the replacement of equipment consistent with equipment specifications information required on a permit application for the original installation; and (ii) information sufficient to establish that the replacement is substantially similar. The wireless provider shall provide all information necessary and requested by the City to establish that the replacement was substantially similar. The City has the sole right and responsibility to determine if a proposed small wireless facility is substantially similar to the existing small wireless facility; or
 - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
 - (6) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.
- (E) **Exceptions to Applicability.** Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately-owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

- (F) **Pre-Existing Agreements.** Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

- (G) **Annual Recurring Rate.** A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals

(i) \$270 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be \$270 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

(H) Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

165.04 Revocation of Permit.

A permit to collocate a wireless facility may be revoked for one or more of the following reasons:

- A. The wireless provider obtained approval by means or fraud or made a misrepresentation of a material fact with respect to the permit application or any required documentation or submittal;
- B. The wireless provider failed to construct the small wireless facility in accordance with the approved plans.
- C. The wireless provider failed to comply within any material condition of a permit issued.
- D. The wireless provider substantially expanded or altered the use or the structure of the small wireless facility beyond what was requested in the permit application or approved, without the approval of the City.
- E. The wireless provider failed to notify the City of the replacement of the small wireless facility as required by this Chapter.
- F. A substantial change of law has occurred affecting the wireless provider's authority to occupy or use the property upon which the small wireless facility is located.
- G. The small wireless facility interferes with vehicular or pedestrian use of the public right-of-way.
- H. The wireless provider has failed to make a safe and timely restoration of the right-of-way or property upon which the small wireless facility is located.
- I. The wireless provider has failed to properly maintain the wireless facility as required by this Chapter.

- J. The wireless provider has failed to abate interference with public safety communications in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- K. The small wireless facility has been abandoned and the wireless provider has failed to remove the wireless facilities as provided in this Chapter.

Written notification of the permit revocation shall be sent by certified mail or personal service to the wireless provider setting forth the basis for the revocation. The wireless provider shall, within 14 days of the notice of revocation, file a written response to the City Clerk setting forth the reasons why the permit should not be revoked along with such evidence in opposition to the allegations in the notice of revocation. Failure to file a response with the City Clerk shall be deemed an admission to the facts set forth in the notice of revocation and shall result in the automatic revocation of the permit. The Director of Public Works shall render findings and a decision within twenty-one (21) days of the date of receipt of the wireless provider's response, if any.

If the Director of Public Works revokes the permit, the wireless provider may file a written appeal with the City Clerk within twenty-one (21) days of the notification of the permit revocation. Such notice shall contain a response to the decision of the Director of Public Works. The City Administrator shall hear the revocation appeal and render a decision on such appeal.

165.05 Dispute Resolution.

The Circuit Court of Will County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

165.06 Indemnification.

A wireless provider shall indemnify and hold the City, its officers, employees, and agents, including but not limited to the City's engineers and attorneys, harmless against any and all liability or loss from personal injury, death, or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

165.07 Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (i) property insurance for its property's replacement cost against all risks;
- (ii) workers' compensation insurance, as required by law;

OR

(iii) commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of City improvements or rights-of-way, including coverage for bodily injury and property damage with limits not less than (1) five million dollars for bodily injury or death to each person; (2) five million dollars for property damage resulting from any one accident; and (3) five million dollars for all other types of liability.

The wireless provider shall include the City as an additional named insured with primary coverage on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

SECTION 2. SEVERABILITY

This Ordinance and every provision thereof shall be considered severable, and the invalidity of any section, clause, paragraph, sentence, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 3. REPEALER

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

SECTION 4. EFFECTIVE DATE

PASSED this 19th day of February, 2019 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Dennis Vice	_____	Floyd Combes	_____
Fran Tutor	_____	Lisa Butler	_____
Steve Evans	_____	Frank Studer	_____

Approved this 19th day of February, 2019

Roy Strong, Mayor

Attest:

James W. Studer, City Clerk