



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

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
March 21, 2017  
7:00 p.m.**

**I. Call to Order**

**II. Pledge of Allegiance**

<b>III. Roll Call by City Clerk</b>	John Persic, Jr.	Kevin Kirwin
	Kirby Hall	Larry Hall
	Joe VanDuynes	Fran Tutor
	Steve Evans	Frank Studer

*Mayor Orr: I declare that the regular meeting of the City Council on March 21, 2017 is now in session at \_\_\_\_\_ p.m.*

**IV. Approval of Minutes of the March 7, 2017 Regular City Council Meeting**

**V. Mayor's Report**

1. The CMAP Downtown Plan Public Kick-off Event will be held from 6:00 PM to 8:00 PM on March 22<sup>nd</sup> at City Hall
2. City Hall is a polling place on Tuesday, April 4<sup>th</sup> therefore the next Regular City Council meeting is Wednesday, April 5<sup>th</sup>
3. Waste Management Yard Waste Pickup begins Thursday, April 6<sup>th</sup> and runs until Friday, November 24<sup>th</sup>

**VI. Citizens Comments**

*All citizens wishing to speak please state your name and/or sign in with the City Clerk for record keeping purposes*

*Posting Date:  
3/17/2017 12:01 PM jjz*

## **VII. Planning & Zoning Commission**

1. Approve and Adopt the Official City of Wilmington 2017 Zoning Map
2. The next scheduled meeting is Thursday, April 6, 2017 at 5:00 p.m.

## **VIII. Committee Reports**

### **A. Buildings, Grounds, Parks, Health & Safety Committee** *Co-Chairs – John Persic, Jr. & Joe VanDuyne*

1. The next scheduled meeting is Wednesday, April 12, 2017 at 5:30 p.m.

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

1. The next scheduled meeting is Wednesday, April 12, 2017 at 6:00 p.m.

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

1. The next scheduled meeting is Tuesday, April 11, 2017 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 the payments of Net TIF Increment due to the Owner/Assignment Entities of the Ridgeport Intermodal Terminal Facility Area of the Wilmington TIF Number 2, not to exceed the 2015 Tax Increment Paid 2016 in the amount not to exceed \$990,484.86
3. Approve the Request to Reduce/Eliminate Building Permit Fees for VFW New Construction
4. Approve the Electric Service Agreement offered by Dynegy Energy Services, LLC [NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC)]
5. Approve the Authorization to purchase a vehicle in the amount not to exceed \$67,000 for ESDA
6. Approve the Annexation Agreement with Barney Castillo, PIN 03-137-35-100-003-0000

7. Approve An Ordinance Annexing Certain Territory to the City of Wilmington, Will County, Illinois (03-17-35-100-003-0000, Petitioner Castillo)
8. Approve An Ordinance Rezoning Annexed Property ó I2 Light Industrial (03-17-35-100-003-0000, Petitioner Castillo)
9. The next scheduled meeting is Tuesday, April 18, 2017 at 6:00 p.m.

**E. Ordinance & License Committee**

***Co-Chairs – Kirby Hall & Steve Evans***

1. Approve Ordinance No. 17-03-21-01 ó An Ordinance Amending Provisions of Chapter 118 of the Wilmington Code of Ordinances Related to Peddlers, Solicitors and Street Vendors
2. Approve Ordinance No. 17-03-21-02 ó An Ordinance Amending Provisions of Chapter 76.99 of the Wilmington Code of Ordinances Related to Minimum Fines for Parking Violations
3. Approve Ordinance No. 17-03-21-03 ó An Ordinance Amending Provisions of Chapter 76.02 of the Wilmington Code of Ordinances Related to No Parking Places
4. The next scheduled meeting is Tuesday, April 11, 2017 at 6:00 p.m.

**F. Personnel & Collective Bargaining Committee**

***Co-Chairs – Larry Hall & John Persic, Jr.***

Nothing to report at this time

**IX. City Engineer's Report – *see attached report***

**X. City Administrator's Report – *see attached report***

**XI. Attorney's Report**

**XII. Adjournment**

**The next regular City Council meeting is Wednesday, April 5, 2017 at 7:00 p.m.**

*DRAFT*

**Minutes of the Regular Meeting of the  
Wilmington City Council**  
Wilmington City Hall  
1165 South Water Street  
Tuesday, March 7, 2017

**Call to Order**

The Regular Meeting of the Wilmington City Council on March 7, 2017 was called to order at 7:00 p.m. by Mayor Orr 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** Persic, L. Hall, Tutor, Kirwin, K. Hall, Evans, Studer, Van Duyne

**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 Interim City Administrator Frank Koehler, Deputy City Clerk Joie Ziller and Attorney John Urban

**Approval of Minutes**

Alderman Studer made a motion and Alderman Tutor seconded to approve the February 21, 2017 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

**AYES:**       **8** Aldermen Studer, Tutor, Persic, K. Hall, Kirwin, Evans, L. Hall, Van Duyne

**NAYS:**       **0**

The motion carried.

**Mayor's Report**

Mayor Orr reported that the Forum on "Heroin-a beautiful life down a vein" held last week was very powerful and educational and thanked the WCHC for bringing this event to the City.

Mayor Orr announced the Candidates' Forum being held on Wednesday, March 15, 2017 at City Hall. This will begin at 6:30 and is hosted by the Chamber of Commerce.

**Citizen Comments**

No comments were made.

**Planning & Zoning Commission**

The next meeting is scheduled for Thursday, April 6, 2017 at 5:00 p.m.



***DRAFT***

**Committee Reports**

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

*Co-Chairs – John Persic Jr. & Joe VanDuyne*

The next scheduled meeting is Wednesday, March 15, 2017 at 5:30 p.m.

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

*Co-Chairs – Frank Studer & Kevin Kirwin*

The next scheduled meeting is Wednesday, March 15, 2017 at 6:00 p.m.

**Police & ESDA Committee**

*Co-Chairs – Frank Studer & Fran Tutor*

The next scheduled meeting is Tuesday, March 14, 2017 at 5:30 p.m.

**Finance, Administration & Land Acquisition Committee**

*Co-Chairs – Frank Studer & Fran Tutor*

Alderman Tutor made a motion and Alderman K. Hall seconded to approve the Accounts Payable Report dated March 7, 2017 in the amount of \$645,613.37 as presented by the City Accountant

Upon roll call, the vote was:

**AYES:**     8 Aldermen Studer, Tutor, Persic, K. Hall, Kirwin, Evans, L. Hall, Van Duyne

**NAYS:**     0

The motion carried.

The next scheduled meeting is Tuesday, March 21, 2017 at 6:00 p.m.

**Ordinance & Licensing Committee**

*Co-Chairs – Kirby Hall & Steve Evans*

Alderman Evans announced the seconded reading of the revisions to Chapter 118-Peddlers, Solicitors and Street Vendors

The next scheduled meeting is Tuesday, March 14, 2017 at 6:00 p.m.

**Personnel & Collective Bargaining Committee**

*Co-Chairs – Larry Hall & John Persic Jr.*

Nothing at this time.

**Interim City Administrator's Report**

Interim City Administrator Koehler summary is attached for reference.

*DRAFT*

**Attorney's Report**

Attorney Urban informed the Council that since the last meeting he has been working on the closing documents with Openlands and reviewing the MOU with IDOT.

**Executive Session**

Alderman L. Hall made a motion and Alderman K. Hall seconded to go into Executive Session at 7:07 p.m. for Matters of Personnel and Pending Litigation

Upon roll call, the vote was:

**AYES:**     8 Aldermen Studer, Tutor, Persic, K. Hall, Kirwin, Evans, L. Hall, Van Duyne

**NAYS:**     0

The motion carried.

Alderman L. Hall made a motion and Alderman Kirwin seconded to come out of Executive Session at 7:13 p.m.

Upon roll call, the vote was:

**AYES:**     8 Aldermen Studer, Tutor, Persic, K. Hall, Kirwin, Evans, L. Hall, Van Duyne

**NAYS:**     0

The motion carried.

**Action Taken Following Executive Session**

No action taken

**Adjournment**

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman L. Hall. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on March 7, 2017 adjourned at 7:13 p.m.

Respectfully submitted,

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



# WILMINGTON

## WE WANT TO HEAR FROM YOU!

**Wednesday  
March 22, 2017  
6:00 to 8:00 p.m.**

**Wilmington City Hall  
1165 S. Water St.  
Wilmington, IL 60481**

***What should Downtown  
Wilmington look like in 2030?  
Share your thoughts and ideas!  
Bring your friends and neighbors.***

The City of Wilmington is leading an effort to develop a Downtown Plan, which will outline the community's vision for the future of the downtown as well as the policies and strategies that will allow it to achieve that vision. The Downtown Plan will highlight approaches to support economic growth and increase safety, connectivity, and ease of access along the two main corridors. The study area extends along IL Route 53, from Forked Creek to Island Park, and IL Route 102, from the Union Pacific Railroad to Wabash Street.

In addition to providing a roadmap to achieving Wilmington's community goals for the downtown, the Plan will explore changing community trends, identify emerging challenges, and promote new opportunities.

Please join us on **Wednesday, March 22**, for a public kick-off event. Share your concerns and ideas about how to make Downtown Wilmington a thriving, robust area. All residents, business owners, and other stakeholders from the community are invited to participate. Doors open at 6:00 p.m. and the meeting will begin at 6:30 p.m. with a presentation followed by small-group activities.

For more information, contact Katanya Raby-Henry at [khenny@cmap.illinois.gov](mailto:khenny@cmap.illinois.gov) or **312-386-8628**. If you are unable to join us for this meeting, please check the project web page at <http://cmap.is/lta-wilmington> for additional opportunities for engagement and to take an online survey.



In partnership with



Chicago Metropolitan Agency for Planning

Sponsored by the Federal Highway Administration, Federal Transit Administration, U.S. Department of Housing and Urban Development, Illinois Department of Transportation, and The Chicago Community Trust.



City of Wilmington Residents,

Waste Management will begin collecting yard waste materials (i.e. tree branches, leaves, grass clippings and brush) April 6, 2017. Yard waste is collected by Waste Management once per week on the same day as the refuse collection. All yard waste items placed out for collection by residents must be at the curb by 6:00 a.m.

Yard waste materials can be placed in kraft paper bags, which can be purchased at local retail stores. 96-gallon yard waste carts are available for rent from Waste Management by contacting the Customer Service Center at 1-800-796-9696.

Branches and brush must be cut into 4-foot lengths and bundled with string or twine. Each bundle must not exceed 50 lbs. Unbundled brush will not be collected. Whole trees and limbs greater than 4 inches in diameter and stumps are not included in the weekly pickup. Please note that sod, whole trees, stumps and dirt are not part of the weekly yard waste program.

This program runs until November 24, 2017.



Schoppe Design Associates, Inc.  
LAND PLANNING & LANDSCAPE ARCHITECTURE



### **STAFF AND CONSULTANT REPORT**

**DATE:** March 14, 2017

**TO:** Mayor and City Council

**FROM:** Carrie L. Hansen, City Planning Consultant

**SUBJECT:** Adoption of 2017 Official Zoning Map

Per State Statute, each year the City is required to formally adopt and approve its official Zoning Map, reflecting the annexation and zoning changes that have occurred since the previous year's official Zoning Map was adopted. Approval of the map is to be completed by March 31<sup>st</sup> of each year.

To that end, we have prepared the updated 2017 City of Wilmington Official Zoning Map for City Council review and approval. The changes reflected on this year's map include:

- Ordinance No. 16-03-16-01: Approving Map Amendment at 627 S. Water Street from R2 to R3; passed March 16, 2016
- Ordinance No. 16-04-06-01: Annexing Certain Territory (10 acres) in the Ridgeport Logistics Park; passed April 6, 2016
- Ordinance No. 16-04-06-02: Rezoning Certain Territory (10 acres) in the Ridgeport Logistics Park to I5 PID; passed April 6, 2016
- Ordinance No. 16-11-01-02: Annexing Certain Territory (48 acres) in the Ridgeport Logistics Park; passed November 1, 2016
- Ordinance No. 17-02-21-01: Rezoning Certain Territory (48 acres) in the Ridgeport Logistics Park to I5 PID; passed February 21, 2017

Included in your packet for reference are both the 2016 and proposed 2017 versions of the map. You will note that there are some graphic changes made to this year's

126 S. Main Street  
Oswego, IL 60543  
p: 630 551-3355  
f: 630 551-3639  
schoppedesign.net

version, i.e. the removal of the underlying aerial layer, done in an effort to make the map cleaner and easier to read.

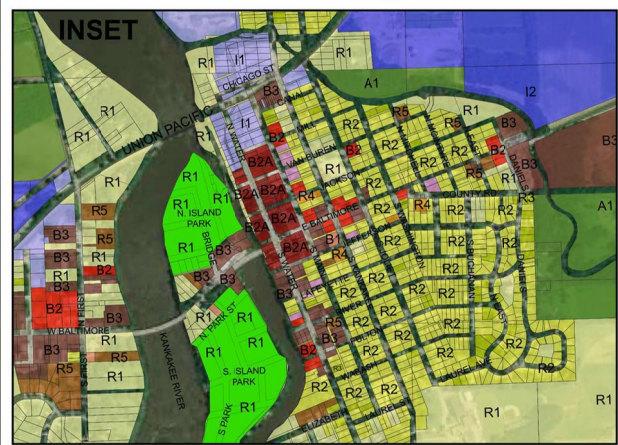
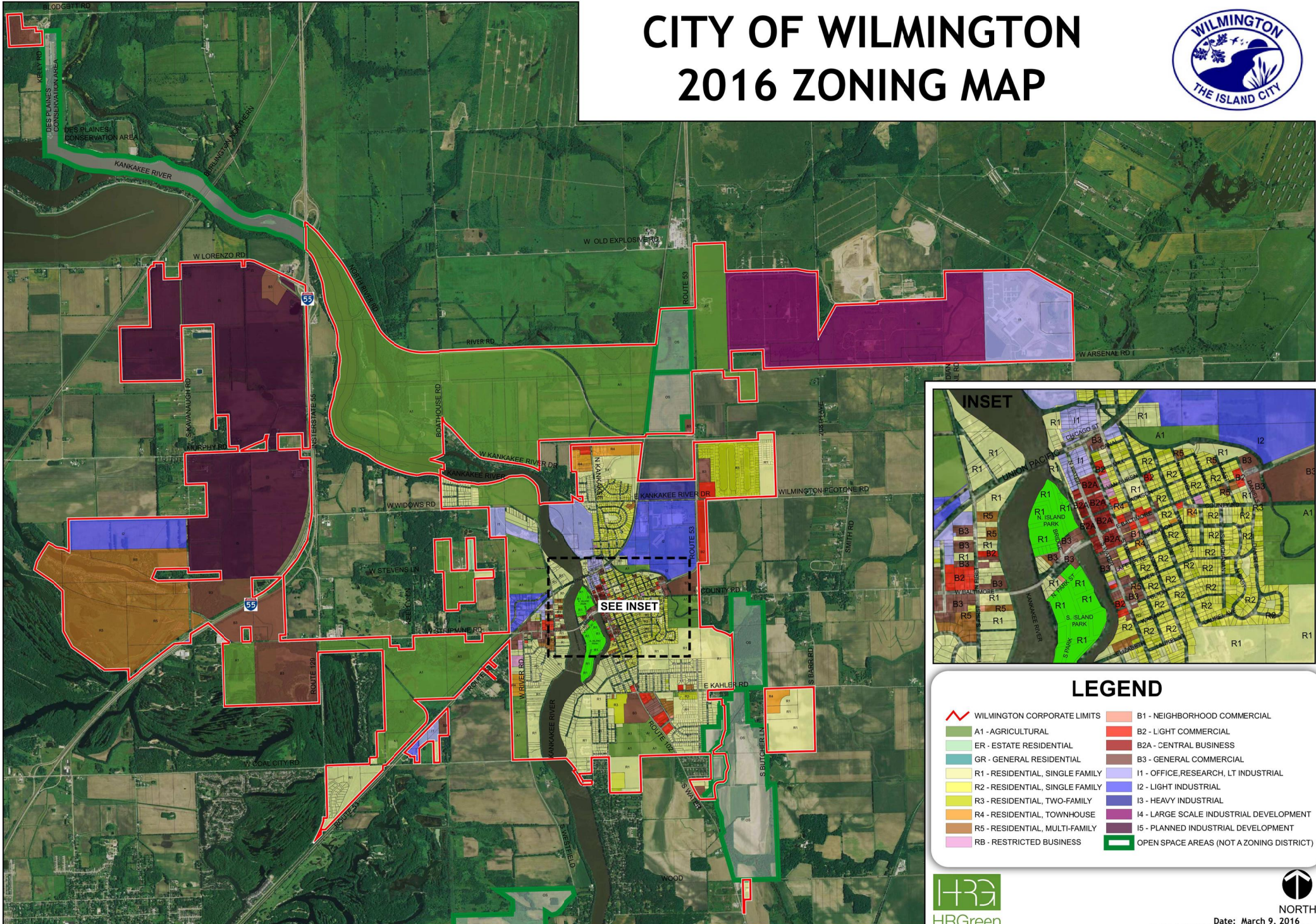
The draft 2017 Zoning Map was presented to the Planning and Zoning Commission at its March 2, 2017 meeting, at which time approval was recommended. The Commission requested that the boundaries between the adjoining municipalities, i.e. Diamond, Coal City and Braidwood, be more clearly identified, and this change is reflected on the map being presented for approval.

It is therefore recommended that the City Council approve and adopt the Official City of Wilmington 2017 Zoning Map.

CLH:



# CITY OF WILMINGTON 2016 ZONING MAP



## LEGEND

- WILMINGTON CORPORATE LIMITS
- A1 - AGRICULTURAL
- ER - ESTATE RESIDENTIAL
- GR - GENERAL RESIDENTIAL
- R1 - RESIDENTIAL, SINGLE FAMILY
- R2 - RESIDENTIAL, SINGLE FAMILY
- R3 - RESIDENTIAL, TWO-FAMILY
- R4 - RESIDENTIAL, TOWNHOUSE
- R5 - RESIDENTIAL, MULTI-FAMILY
- RB - RESTRICTED BUSINESS
- B1 - NEIGHBORHOOD COMMERCIAL
- B2 - LIGHT COMMERCIAL
- B2A - CENTRAL BUSINESS
- B3 - GENERAL COMMERCIAL
- I1 - OFFICE, RESEARCH, LT INDUSTRIAL
- I2 - LIGHT INDUSTRIAL
- I3 - HEAVY INDUSTRIAL
- I4 - LARGE SCALE INDUSTRIAL DEVELOPMENT
- I5 - PLANNED INDUSTRIAL DEVELOPMENT
- OPEN SPACE AREAS (NOT A ZONING DISTRICT)

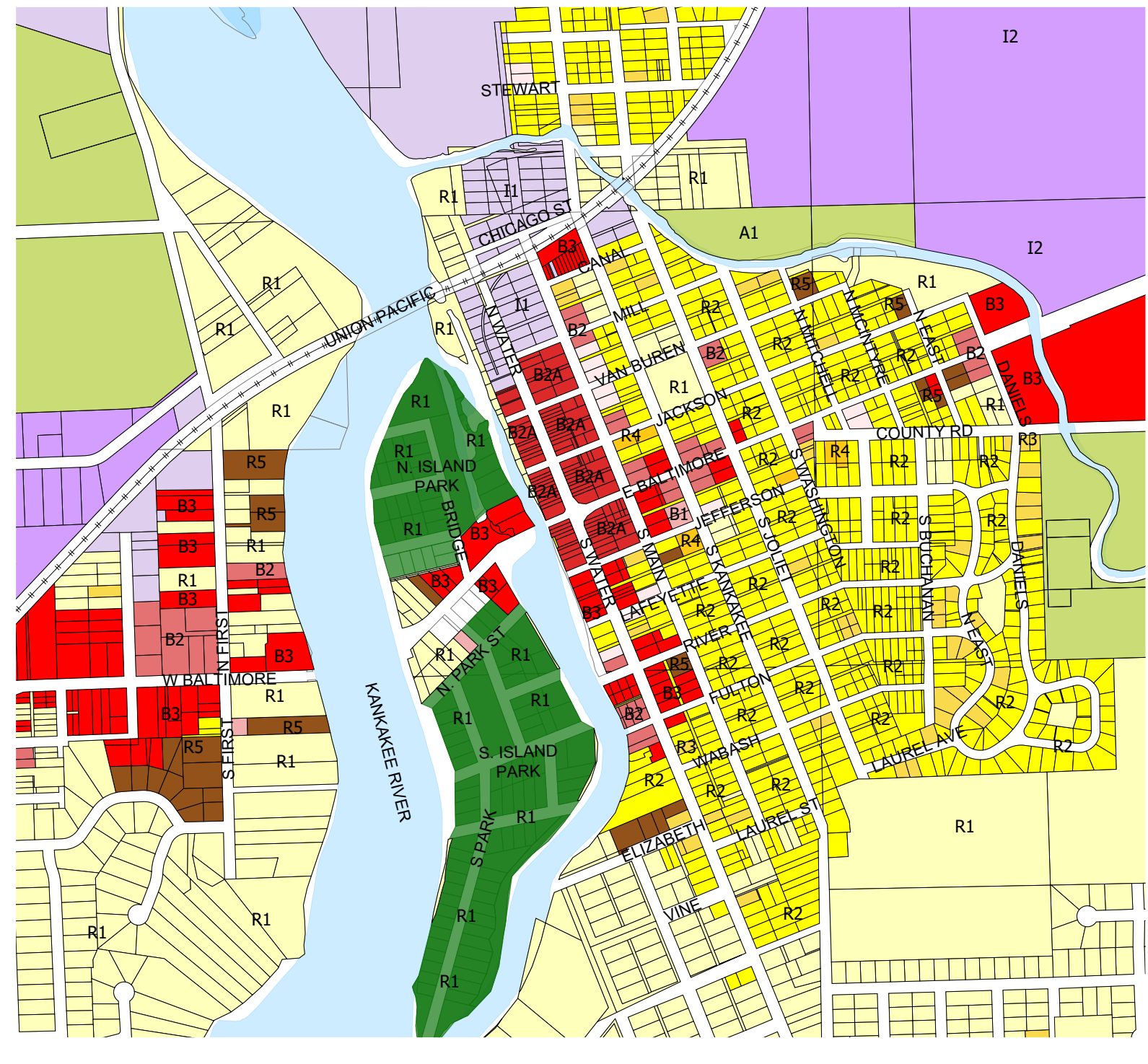
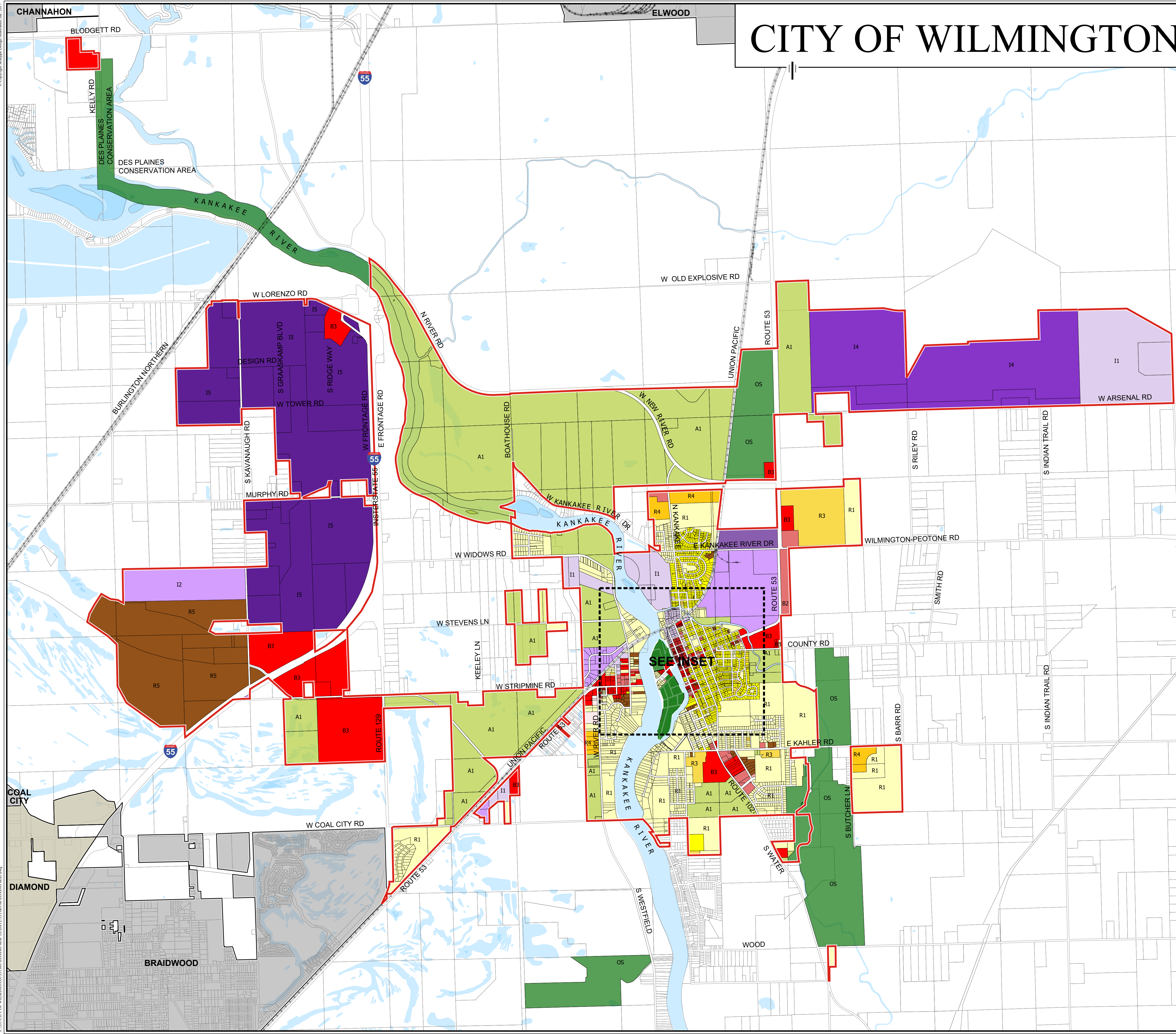


Date: March 9, 2016

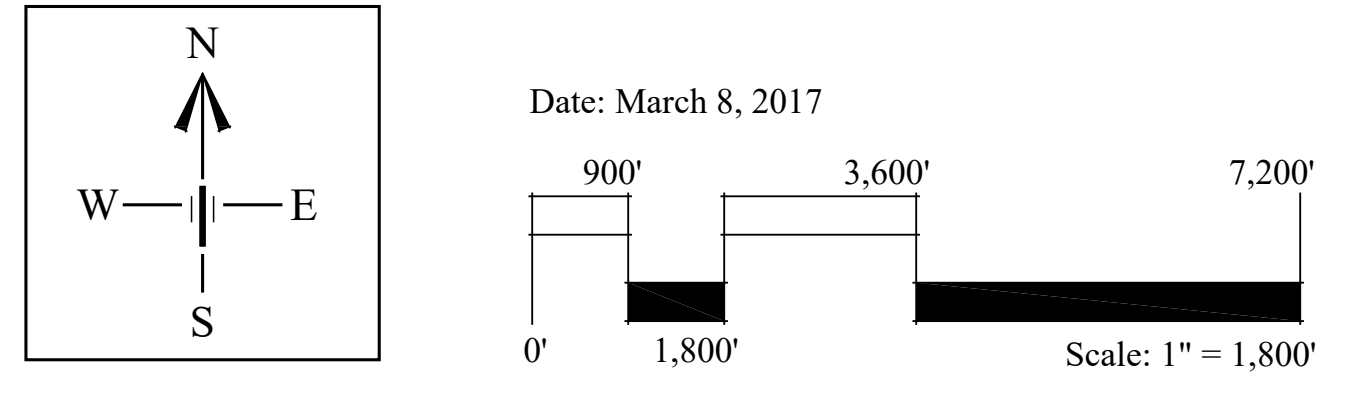
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# CITY OF WILMINGTON - 2017 ZONING MAP



- LEGEND**
- WILMINGTON CORPORATE LIMITS
  - A1 - AGRICULTURAL
  - ER - ESTATE RESIDENTIAL
  - GR - GENERAL RESIDENTIAL
  - R1 - RESIDENTIAL, SINGLE FAMILY
  - R2 - RESIDENTIAL, SINGLE FAMILY
  - R3 - RESIDENTIAL, TWO FAMILY
  - R4 - RESIDENTIAL, TOWNHOUSE
  - R5 - RESIDENTIAL, MULTI-FAMILY
  - RB - RESTRICTED BUSINESS
  - B1 - NEIGHBORHOOD COMMERCIAL
  - B2 - LIGHT COMMERCIAL
  - B2A - CENTRAL BUSINESS
  - B3 - GENERAL COMMERCIAL
  - I1 - OFFICE, RESEARCH, LIGHT INDUSTRIAL
  - I2 - LIGHT INDUSTRIAL
  - I3 - HEAVY INDUSTRIAL
  - I4 - LARGE SCALE INDUSTRIAL DEVELOPMENT
  - I5 - PLANNED INDUSTRIAL DEVELOPMENT
  - OS - OPEN SPACE AREAS (NOT A ZONING DISTRICT)



PUBLISHED BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF WILMINGTON, ILLINOIS 60481

Parcel boundaries are to be used only as a reference and may change without notice. True property boundaries are shown in official legal descriptions and plats on file with the Will County Recorder of Deeds.

The Data is provided without warranty or any representation of accuracy, timeliness, or completeness. It is the responsibility of the "Requester" to determine accuracy, timeliness, completeness, and appropriateness of its use. The City of Wilmington makes no warranties, expressed or implied, to the use of the Data. Parcel data provided by Will County GIS

Prepared For:

Prepared By:



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# City of Wilmington

Check Register Meeting Date: March 21, 2017



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
18744	3/14/2017	CGS-NIU	75.00
18745	3/14/2017	Kris Hopper	1,000.00
0	3/21/2017	Will County CED	160.00
0	3/21/2017	Payroll Sweep	69,580.27
0	3/21/2017	Paycor	441.94
0	3/21/2017	WEX Bank	2,462.33
0	3/21/2017	ICMA	515.00
0	3/21/2017	Il Funds	0.74
0	3/21/2017	Misc Vendors - Public Works	40.97
0	3/21/2017	Misc Vendors - WPD	2,986.24
18746	3/21/2017	Air Gas USA, LLC	51.55
18747	3/21/2017	Alarm Detection Systems, Inc.	484.98
18748	3/21/2017	AT&T	55.00
18749	3/21/2017	Blue Cross Blue Shield of Illinois	1,272.00
18750	3/21/2017	Brown's Towing Inc.	60.00
18751	3/21/2017	Cintas Corporation	511.40
18752	3/21/2017	Clark Baird Smith, LLC	502.50
18753	3/21/2017	Comcast	159.35
18754	3/21/2017	ComEd	50.73
18755	3/21/2017	D'Orazio Ford	1,651.90
18756	3/21/2017	Delta V Technologies, Inc.	300.00
18757	3/21/2017	Kimberley Donald	400.00
18758	3/21/2017	DTW Inc	643.74
18759	3/21/2017	Fisher Auto Parts Inc	73.63
18760	3/21/2017	G & D Tire Alignment	96.00
18761	3/21/2017	G W Communications	475.20
18762	3/21/2017	GovTemps USA, LLC	4,536.00
18764	3/21/2017	DS Waters of America Hinckley Springs	67.40
18765	3/21/2017	Illinois Power Marketing	6,589.43
18766	3/21/2017	Illinois Public Risk Fund	12,724.00
18767	3/21/2017	Karl Jurgens	10.00
18768	3/21/2017	K & M Tires, Inc.	500.76
18769	3/21/2017	Keslin Engineering Inc	103,456.51
18770	3/21/2017	Konica Minolta	411.73
18771	3/21/2017	Raymond Larson	230.00
18773	3/21/2017	Marlin Business Bank	1,386.00
18774	3/21/2017	William McCluskey	15.00
18775	3/21/2017	Richard Quigley	37.90
18776	3/21/2017	Rush Truck Centers, Inc.	266.95
18777	3/21/2017	Schoppe Design Associates, Inc.	4,223.00

18778	3/21/2017	TA Operating, LLC	176.00
18779	3/21/2017	Traffic Control & Protection, Inc.	346.60
18780	3/21/2017	United Communications Systems Inc	618.75
18781	3/21/2017	John Urban	1,554.00
18782	3/21/2017	Verizon Wireless	1,049.40
18783	3/21/2017	Water Products Company	415.00
18784	3/21/2017	Whitmore Investments Inc	612.35
18785	3/21/2017	Will County Animal Control	200.00
18786	3/21/2017	Will County Clerk	10.00
<b>TOTAL:</b>			<u>223,487.25</u>

<b>Fund</b>	<b>2</b>	<b>Water Operating M &amp; R Fund</b>	
0	3/21/2017	Payroll Sweep	15,180.24
0	3/21/2017	IL Funds	430.33
0	3/21/2017	INB	7.29
0	3/21/2017	JPMorgan Chase	132.97
0	3/21/2017	WEX Bank	254.82
9704	3/21/2017	Accela, Inc. #774375	355.50
9705	3/21/2017	Alarm Detection Systems, Inc.	377.37
9706	3/21/2017	Comcast	95.35
9709	3/21/2017	Illinois Enviromental Protection Agency	20,476.51
9710	3/21/2017	Illinois Public Risk Fund	2,450.00
9711	3/21/2017	Jack Henry & Associates, Inc.	44.80
9714	3/21/2017	PDC Labs Inc	225.00
9715	3/21/2017	Polydyne Inc	1,800.00
9718	3/21/2017	United Communications Systems Inc	97.48
9719	3/21/2017	USA Blue Book	135.39
9720	3/21/2017	Verizon Wireless	250.32
9721	3/21/2017	Viking Chemical Company	3,916.95
9722	3/21/2017	Waste Management Of Il SW	35,483.47
9723	3/21/2017	Whitmore Investments Inc	91.98
9725	3/21/2017	Illinois Enviromental Protection Agency	14,268.91
<b>TOTAL:</b>			<u>96,074.68</u>

<b>Fund</b>	<b>3</b>	<b>Sewer Capital Project Fund</b>	
0	3/21/2017	Payroll Sweep	453.20
<b>TOTAL:</b>			<u>453.20</u>

<b>Fund</b>	<b>4</b>	<b>Sewer Operating M &amp; R Fund</b>	
0	3/21/2017	Payroll Sweep	11,516.14
0	3/21/2017	IL Funds	430.34
0	3/21/2017	INB	7.28
0	3/21/2017	JPMorgan Chase	132.98
0	3/21/2017	WEX Bank	105.39
0	3/21/2017	Misc Vendors	617.20
9704	3/21/2017	Accela, Inc. #774375	355.50
9707	3/21/2017	Darin Fowler	100.57
9708	3/21/2017	G W Communications	36.00

9710	3/21/2017	Illinois Public Risk Fund	1,770.00
9711	3/21/2017	Jack Henry & Associates, Inc.	44.81
9712	3/21/2017	Nestle Water North America	81.21
9713	3/21/2017	Nicor	577.46
9716	3/21/2017	John Sadrakula	449.00
9717	3/21/2017	Steiner Electric Company	1,883.73
9718	3/21/2017	United Communications Systems Inc	155.45
9720	3/21/2017	Verizon Wireless	258.88
9723	3/21/2017	Whitmore Investments Inc	390.58
TOTAL:			<u>18,912.52</u>

<b>Fund</b>	<b>5</b>	<b>DFC Federal Grant Fund</b>	
0	3/21/2017	Better Business Planning Inc.	2,569.60
TOTAL:			<u>2,569.60</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	3/21/2017	WEX Bank	71.25
18759	3/21/2017	Fisher Auto Parts Inc	46.33
18763	3/21/2017	Mutual Aid Association Greater Will Co Emerg Services	100.00
18772	3/21/2017	Liberty Fire Equipment Inc	582.00
18780	3/21/2017	United Communications Systems Inc	231.75
18782	3/21/2017	Verizon Wireless	163.17
18784	3/21/2017	Whitmore Investments Inc	158.20
TOTAL:			<u>1,352.70</u>

<b>Fund</b>	<b>17</b>	<b>Water Capital Project Fund</b>	
0	3/21/2017	Payroll Sweep	1,359.60
9724	3/21/2017	Zenner Performance	8,975.12
TOTAL:			<u>10,334.72</u>

<b>Fund</b>	<b>25</b>	<b>RidgePort TIF#2 Fund</b>	
1108	3/21/2017	Peckham Guyton Albers & Viets, In	437.50
TOTAL:			<u>437.50</u>
GRAND TOTAL:			<u><u>353,622.17</u></u>

\_\_\_\_\_  
Larry Hall

\_\_\_\_\_  
Kirby Hall

\_\_\_\_\_  
Steve Evans

\_\_\_\_\_  
John Persic, Jr.

\_\_\_\_\_  
Kevin Kirwin

\_\_\_\_\_  
Frank Studer

\_\_\_\_\_  
Joe VanDuyne

\_\_\_\_\_  
Fran Tutor

**Approved: March 21,2017**

**City of Wilmington**  
**Collector's Report of Deposits Other Than Taxes**  
**For the Month Ended February 28, 2017**

**GENERAL CORPORATE**

BUSINESS REGISTRATION FEE	470.00
ECONOMIC DEVELOPMENT FEE	1,258.13
CONTRACTOR'S REGISTRATION FEE	1,200.00
OPERATING LICENSES - MISC	
LIQUOR LICENSES	50.00
OTHER MISC. REIMBURSEMENTS	
HEALTH INSURANCE REIMBURSEMENTS	3,638.67
OTHER MISC. INCOME	2,724.15
DEVELOPERS REIMBURSEMENTS	13,169.50

**BUILDING**

BUILDING PERMIT FEES	525.00
BUILDING PERMIT INSPECTION FEES	450.00
CITY ENGINEER SERVICES BLDG DEPT	9,067.50
CITY ENGINEER SERVICES P & Z	
PLANNING & ZONING FEE	

**POLICE**

CLERK OF CIRCUIT COURT FINES	5,697.13
ORDINANCE/MISC FINES	4,875.20
IMPOUNDMENT FINES	
K-9 DONATIONS	

GENERAL CORPORATE TOTAL	43,125.28
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**WATER & SEWER**

WATER DIST SYSTEM TAP-ON FEES	0.00
WATER SYSTEM CAPACITY USER FEES	0.00
WATER METER PURCHASES	0.00
SEWER SYSTEM CAPACITY USER FEES	0.00
SEWER COLLECTION SYSTEM FEES	0.00
LATE FEES/PENALTIES	5,878.96
CITY ENGINEER SERVICES	0.00
OTHER MISC. INCOME	2,117.34
OTHER REIMBURSEMENTS - W&S	1,584.09
UTILITY BILLING CASH RECEIPTS	281,673.68

WATER & SEWER TOTAL	291,254.07
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<b><u>TOTAL MONTHLY RECEIPTS:</u></b>	<b>\$334,379.35</b>
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General Ledger  
Revenue vs. Expenses Summary

<u>Fund</u>	<u>Description</u>	<u>YTD Balance Before Period</u>	<u>Revenues for Period</u>	<u>Expenses for Period</u>	<u>Year to Date Amount</u>
01	General Corporate Fund	309,319.72	301,066.23	306,895.69	303,490.26
02	Water Operating M & R Fund	103,623.51	121,744.87	107,965.91	117,402.47
03	Sewer Capital Project Fund	(76,863.38)	4,140.89	3,936.40	(76,658.89)
04	Sewer Operating M & R Fund	37,233.47	142,426.32	50,771.54	128,888.25
05	DFC Federal Grant Fund	(0.00)	8,995.60	8,995.60	(0.00)
06	Motor Fuel Tax Fund	113,555.42	13,002.86	0.00	126,558.28
07	ESDA Fund	(8,552.75)	13.03	3,155.43	(11,695.15)
12	Debt Service Fund	10,488.20	2,802.48	0.00	13,290.68
17	Water Capital Project Fund	426,917.26	13,323.02	4,837.45	435,402.83
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	2,713.00	480.00	0.00	3,193.00
24	Capital Project Fund	1,894,420.54	75,296.14	316,509.45	1,653,207.23
25	RidgePort TIF#2 Fund	955,646.06	455.73	462.08	955,639.71
	Report Totals:	3,768,501.05	683,747.17	803,529.55	3,648,718.67

<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	1,140,154.00	0.00	1,115,032.00	25,122.00	2.20
	Taxes-State Per Capita Revenue	719,514.00	11,670.25	550,094.32	169,419.68	23.54
	Tax Revenue - Other	1,163,000.00	85,113.73	914,209.14	248,790.86	21.39
	Utility Taxes	674,000.00	83,599.02	434,506.17	239,493.83	35.53
	License Fees	61,300.00	2,978.13	35,717.37	25,582.63	41.73
	Building Fees	786,720.00	10,042.50	811,993.29	(25,273.29)	(3.21)
	Franchise Fee	75,000.00	77,557.95	77,557.95	(2,557.95)	(3.41)
	Fines and Court Fees	131,000.00	10,572.33	115,942.85	15,057.15	11.49
	Rental Income	1,000.00	0.00	175.00	825.00	82.50
	Interest Income	600.00	246.39	1,912.08	(1,312.08)	(218.68)
	Grants - Misc.	9,000.00	0.00	9,056.00	(56.00)	(0.62)
	Special Use Revenue	0.00	0.00	33,787.61	(33,787.61)	0.00
	Developer Reimbursements	412,500.00	13,169.50	252,444.00	160,056.00	38.80
	Other Reimbursements	50,000.00	0.00	23,443.23	26,556.77	53.11
	Employee Ins Reimb.	70,000.00	3,638.67	53,936.78	16,063.22	22.94
	Other Misc. Income	25,000.00	2,477.76	18,522.73	6,477.27	25.90
	Transfers From Other Funds	75,000.00	0.00	14,313.25	60,686.75	80.91
	REVENUE Totals:	5,393,788.00	301,066.23	4,462,643.77	931,144.23	17.26
	Salary Expense	2,080,200.00	132,619.95	1,596,074.83	484,125.17	23.27
	Police Commission Exp	17,500.00	135.00	3,931.86	13,568.14	77.53
	Employee Health & Life Insuran	340,000.00	26,821.47	237,974.50	102,025.50	30.00
	Retired Empl Health Ins/Dental	125,000.00	7,665.02	88,263.27	36,736.73	29.38
	Oper Supplies and Tools	36,500.00	2,435.48	23,791.37	12,708.63	34.81
	Gasoline, Oil & Tolls	82,000.00	6,719.18	45,194.72	36,805.28	44.88
	Office Supplies	20,850.00	1,423.40	9,853.51	10,996.49	52.74
	Training Expenses & Mileage	25,000.00	1,738.75	14,732.08	10,267.92	41.07
	Property, Equip & Liabilty Ins	328,000.00	12,724.00	269,799.00	58,201.00	17.74
	Engineering Services	61,000.00	0.00	6,801.30	54,198.70	88.85
	Legal Services	103,000.00	14,772.25	65,029.48	37,970.52	36.86
	Notices/Legal Publications	4,000.00	96.80	1,850.00	2,150.00	53.75
	Consulting /Service Fees	465,700.00	3,958.63	398,220.90	67,479.10	14.49
	Other Professional Services	281,500.00	30,959.59	263,254.00	18,246.00	6.48
	Computer Maint. & Prog. Fees	49,000.00	6,724.68	49,534.53	(534.53)	(1.09)
	Dues, Subscrp. & Memberships	12,400.00	1,475.00	10,528.48	1,871.52	15.09
	Community Dev Expense	42,000.00	1,723.11	14,081.58	27,918.42	66.47
	Maintenance - Equipment	40,800.00	5,505.73	26,105.38	14,694.62	36.01
	Maintenance - Grounds/Building	175,000.00	8,280.43	163,752.24	11,247.76	6.42
	Vehicle Expenses	51,700.00	6,939.30	33,434.41	18,265.59	35.33
	Uniforms	29,000.00	1,487.06	28,923.14	76.86	0.26
	Rental of Equipment	10,400.00	0.00	3,359.45	7,040.55	67.69
	Utilities / Telephone Services	132,800.00	11,432.70	97,904.16	34,895.84	26.27
	Misc	175,500.00	439.40	5,242.30	170,257.70	97.01
	Expensed Equipment	13,000.00	1,409.48	5,789.80	7,210.20	55.46

<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>
	Leased Equipment	105,100.00	1,917.54	100,083.02	5,016.98	4.77
	Capital Equipment Purchases	8,000.00	0.00	3,205.92	4,794.08	59.92
	Transfers to Other Funds	105,000.00	0.00	15,000.00	90,000.00	85.71
	Payroll Tax/Pension Expenses	662,000.00	17,491.74	577,438.28	84,561.72	12.77
	EXPENSES Totals:	5,581,950.00	306,895.69	4,159,153.51	1,422,796.49	25.48
	01 Totals:	(188,162.00)*	(5,829.46)*	303,490.26*	(491,652.26)*	261.29*
02	Water Operating M & R Fund					
	Garbage Collection Fees	478,000.00	35,701.16	358,194.12	119,805.88	25.06
	Utility Usage Fees	905,000.00	71,125.46	790,885.47	114,114.53	12.60
	Utility Base/DS Fees	168,000.00	13,802.21	138,265.44	29,734.56	17.69
	Meter Fees	30,000.00	0.00	10,907.69	19,092.31	63.64
	Utility Capacity Fees	38,700.00	0.00	44,325.00	(5,625.00)	(14.53)
	Interest Income	50.00	18.86	214.30	(164.30)	(328.60)
	Other Reimbursements	10,700.00	897.18	8,853.20	1,846.80	17.26
	Other Misc. Income	8,000.00	200.00	4,550.00	3,450.00	43.12
	Transfers From Other Funds	85,000.00	0.00	0.00	85,000.00	100.00
	REVENUE Totals:	1,723,450.00	121,744.87	1,356,195.22	367,254.78	21.30
	Salary Expense	397,000.00	28,875.44	314,908.25	82,091.75	20.67
	Employee Health & Life Insuran	91,000.00	7,059.81	63,073.54	27,926.46	30.68
	Oper Supplies and Tools	13,000.00	216.23	3,908.55	9,091.45	69.93
	Gasoline, Oil & Tolls	20,000.00	336.94	5,131.25	14,868.75	74.34
	Office Supplies	13,000.00	538.09	8,541.71	4,458.29	34.29
	Training Expenses & Mileage	5,200.00	115.00	3,172.76	2,027.24	38.98
	Property, Equip & Liabilty Ins	113,000.00	2,450.00	97,538.00	15,462.00	13.68
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	700.00	0.00	541.20	158.80	22.68
	Consulting /Service Fees	6,000.00	635.58	5,314.73	685.27	11.42
	Other Professional Services	18,500.00	561.75	11,090.25	7,409.75	40.05
	Computer Maint. & Prog. Fees	13,000.00	340.23	10,581.97	2,418.03	18.60
	Dues, Subscrp. & Memberships	1,300.00	0.00	524.60	775.40	59.64
	Maintenance - Equipment	55,750.00	950.00	16,473.15	39,276.85	70.45
	Maintenance - Grounds/Building	50,000.00	2,879.41	73,134.60	(23,134.60)	(46.26)
	Vehicle Expenses	1,000.00	40.39	321.88	678.12	67.81
	Uniforms	2,500.00	138.45	1,402.92	1,097.08	43.88
	Rental of Equipment	9,000.00	0.00	0.00	9,000.00	100.00
	Utilities / Telephone Services	71,500.00	9,114.31	49,512.55	21,987.45	30.75
	Debt Service Bond Pymts	70,700.00	0.00	29,108.95	41,591.05	58.82
	Misc	22,500.00	0.00	232.98	22,267.02	98.96
	Expensed Equipment	500.00	0.00	0.00	500.00	100.00
	Leased Equipment	29,000.00	366.79	7,712.14	21,287.86	73.40
	Capital Equipment Purchases	10,000.00	0.00	0.00	10,000.00	100.00



<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>
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	50,000.00	3,454.97	34,554.01	15,445.99	30.89
	Chemical Treatment, Disposal	129,000.00	7,799.61	73,614.12	55,385.88	42.93
	Garbage Disposal Fee	478,000.00	36,122.39	367,699.05	110,300.95	23.07
	Payroll Tax/Pension Expenses	82,200.00	5,970.52	60,699.59	21,500.41	26.15
	EXPENSES Totals:	1,755,350.00	107,965.91	1,238,792.75	516,557.25	29.42
	02 Totals:	(31,900.00)*	13,778.96*	117,402.47*	(149,302.47)*	468.03*
03	Sewer Capital Project Fund					
	Utility Usage Fees	38,000.00	3,093.12	33,124.91	4,875.09	12.82
	Utility Exp, Fees (TAP)	6,000.00	0.00	6,000.00	0.00	0.00
	Utility Eng. Fee for Service	1,000.00	0.00	190.00	810.00	81.00
	Rental Income	6,600.00	550.00	5,500.00	1,100.00	16.66
	Interest Income	500.00	497.77	3,469.67	(2,969.67)	(593.93)
	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	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	102,100.00	4,140.89	48,284.58	53,815.42	52.70
	Salary Expense	12,500.00	906.40	9,438.00	3,062.00	24.49
	Engineering Services	175,000.00	3,030.00	111,230.00	63,770.00	36.44
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Capital Equipment Purchases	30,500.00	0.00	4,275.47	26,224.53	85.98
	Construction Projects	15,000.00	0.00	0.00	15,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	253,000.00	3,936.40	124,943.47	128,056.53	50.61
	03 Totals:	(150,900.00)*	204.49*	(76,658.89)*	(74,241.11)*	49.19*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	820,000.00	64,159.53	696,193.55	123,806.45	15.09
	Utility Base/DS Fees	960,000.00	77,579.88	785,654.49	174,345.51	18.16
	Utility Capacity Fees	160,000.00	0.00	188,930.00	(28,930.00)	(18.08)
	Interest Income	50.00	0.00	0.00	50.00	100.00
	Other Reimbursements	10,000.00	686.91	15,023.46	(5,023.46)	(50.23)
	Other Misc. Income	2,000.00	0.00	2,620.20	(620.20)	(31.01)
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	1,952,050.00	142,426.32	1,688,421.70	263,628.30	13.50
	Salary Expense	310,000.00	21,199.36	229,521.78	80,478.22	25.96
	Employee Health & Life Insuran	82,000.00	5,590.42	47,718.91	34,281.09	41.80
	Oper Supplies and Tools	15,000.00	1,128.07	9,243.63	5,756.37	38.37
	Gasoline, Oil & Tolls	8,000.00	319.07	1,911.16	6,088.84	76.11



<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>
	Office Supplies	14,500.00	907.37	9,373.92	5,126.08	35.35
	Training Expenses & Mileage	7,500.00	0.00	2,652.74	4,847.26	64.63
	Property, Equip & Liabilty Ins	88,000.00	1,770.00	80,622.00	7,378.00	8.38
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	1,000.00	0.00	441.00	559.00	55.90
	Consulting /Service Fees	7,000.00	635.57	5,282.67	1,717.33	24.53
	Other Professional Services	20,000.00	502.80	16,000.00	4,000.00	20.00
	Computer Maint. & Prog. Fees	17,000.00	340.24	8,124.27	8,875.73	52.21
	Dues, Subscrp. & Memberships	1,100.00	0.00	401.00	699.00	63.54
	Maintenance - Equipment	88,000.00	905.00	48,418.76	39,581.24	44.97
	Maintenance - Grounds/Building	52,000.00	1,741.94	33,336.83	18,663.17	35.89
	Vehicle Expenses	2,500.00	0.00	447.86	2,052.14	82.08
	Uniforms	3,000.00	236.53	1,246.94	1,753.06	58.43
	Rental of Equipment	3,000.00	0.00	0.00	3,000.00	100.00
	Utilities / Telephone Services	112,000.00	10,547.92	73,891.55	38,108.45	34.02
	Debt Service Bond Pymts	902,300.00	0.00	902,113.72	186.28	0.02
	Misc	12,500.00	65.27	263.67	12,236.33	97.89
	Expensed Equipment	500.00	0.00	0.00	500.00	100.00
	Leased Equipment	4,000.00	366.79	2,230.16	1,769.84	44.24
	Capital Equipment Purchases	5,000.00	0.00	114.00	4,886.00	97.72
	Transfers to Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	Chemical Treatment, Disposal	70,500.00	328.29	47,087.03	23,412.97	33.21
	Payroll Tax/Pension Expenses	62,000.00	4,186.90	39,089.85	22,910.15	36.95
	EXPENSES Totals:	1,945,400.00	50,771.54	1,559,533.45	385,866.55	19.83
	04 Totals:	6,650.00*	91,654.78*	128,888.25*	(122,238.25)*	(1,838.16)*
05	DFC Federal Grant Fund					
	Grants - Federal	185,000.00	8,995.60	116,675.75	68,324.25	36.93
	REVENUE Totals:	185,000.00	8,995.60	116,675.75	68,324.25	36.93
	Misc	185,000.00	8,995.60	116,675.75	68,324.25	36.93
	EXPENSES Totals:	185,000.00	8,995.60	116,675.75	68,324.25	36.93
	05 Totals:	0.00*	0.00*	0.00*	(0.00)*	0.00*
06	Motor Fuel Tax Fund					
	Taxes-State Per Capita Revenue	148,250.00	12,908.20	127,923.83	20,326.17	13.71
	Interest Income	200.00	94.66	534.00	(334.00)	(167.00)
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	153,450.00	13,002.86	128,457.83	24,992.17	16.28
	Misc	1,000.00	0.00	0.00	1,000.00	100.00

<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>
	Road Construction Projects	5,000.00	0.00	1,899.55	3,100.45	62.00
	Road Repair Materials	16,000.00	0.00	0.00	16,000.00	100.00
	EXPENSES Totals:	22,000.00	0.00	1,899.55	20,100.45	91.36
	06 Totals:	131,450.00*	13,002.86*	126,558.28*	4,891.72*	3.72*
07	ESDA Fund					
	Property Tax Revenue	1,414.00	0.00	1,426.09	(12.09)	(0.85)
	Interest Income	30.00	0.00	0.00	30.00	100.00
	Grants - State- Other	16,600.00	0.00	9,390.00	7,210.00	43.43
	Special Use Revenue	0.00	0.00	820.00	(820.00)	0.00
	Other Reimbursements	1,000.00	13.03	462.68	537.32	53.73
	Other Misc. Income	500.00	0.00	0.00	500.00	100.00
	Transfers From Other Funds	30,000.00	0.00	15,000.00	15,000.00	50.00
	REVENUE Totals:	49,544.00	13.03	27,098.77	22,445.23	45.30
	Salary Expense	9,000.00	2,250.00	8,275.00	725.00	8.05
	Oper Supplies and Tools	10,200.00	274.00	2,445.85	7,754.15	76.02
	Gasoline, Oil & Tolls	4,000.00	161.84	1,995.96	2,004.04	50.10
	Office Supplies	1,300.00	0.00	144.11	1,155.89	88.91
	Training Expenses & Mileage	5,500.00	0.00	870.00	4,630.00	84.18
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,000.00	36.36	1,027.30	4,972.70	82.87
	Dues, Subscrp. & Memberships	1,100.00	0.00	233.95	866.05	78.73
	Maintenance - Equipment	5,500.00	0.00	5,141.93	358.07	6.51
	Vehicle Expenses	5,000.00	46.84	1,457.83	3,542.17	70.84
	Utilities / Telephone Services	4,500.00	386.39	3,971.85	528.15	11.73
	Misc	3,500.00	0.00	0.00	3,500.00	100.00
	Expensed Equipment	1,500.00	0.00	184.24	1,315.76	87.71
	Capital Equipment Purchases	7,500.00	0.00	13,045.90	(5,545.90)	(73.94)
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	64,800.00	3,155.43	38,793.92	26,006.08	40.13
	07 Totals:	(15,256.00)*	(3,142.40)*	(11,695.15)*	(3,560.85)*	23.34*
12	Debt Service Fund					
	Property Tax Revenue	145,700.00	0.00	143,984.63	1,715.37	1.17
	Deer Ridge SSA Repayments	32,000.00	2,743.21	38,502.89	(6,502.89)	(20.32)
	Revenue from Bonds/Loans	140,000.00	0.00	140,000.00	0.00	0.00
	Interest Income	100.00	59.27	582.80	(482.80)	(482.80)
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	322,800.00	2,802.48	323,070.32	(270.32)	(0.08)

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Consulting /Service Fees	7,500.00	0.00	5,500.00	2,000.00	26.66
	Debt Service Bond Pymts	305,225.00	0.00	304,279.64	945.36	0.31
	Misc	3,000.00	0.00	0.00	3,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	315,725.00	0.00	309,779.64	5,945.36	1.88
	12 Totals:	7,075.00*	2,802.48*	13,290.68*	(6,215.68)*	(87.85)*
17	Water Capital Project Fund					
	Utility Usage Fees	32,000.00	2,785.84	28,502.68	3,497.32	10.92
	Meter Replacement Fees	74,500.00	6,231.50	62,371.00	12,129.00	16.28
	Utility Exp, Fees (TAP)	2,000.00	0.00	2,000.00	0.00	0.00
	Utility Eng. Fee for Service	1,000.00	0.00	380.00	620.00	62.00
	Revenue from Bonds/Loans	160,000.00	0.00	0.00	160,000.00	100.00
	Rental Income	6,600.00	550.00	5,500.00	1,100.00	16.66
	Interest Income	300.00	300.71	1,541.11	(1,241.11)	(413.70)
	Other Reimbursements	0.00	0.00	17,200.00	(17,200.00)	0.00
	Other Misc. Income	400,000.00	0.00	400,000.00	0.00	0.00
	Transfers From Other Funds	50,000.00	3,454.97	34,554.01	15,445.99	30.89
	REVENUE Totals:	726,400.00	13,323.02	552,048.80	174,351.20	24.00
	Salary Expense	36,200.00	2,719.20	28,314.00	7,886.00	21.78
	Employee Health & Life Insuran	0.00	0.00	0.00	0.00	0.00
	Engineering Services	100,000.00	0.00	0.00	100,000.00	100.00
	Legal Services	10,000.00	0.00	0.00	10,000.00	100.00
	Other Professional Services	6,000.00	0.00	5,007.00	993.00	16.55
	Maintenance - Equipment	82,100.00	2,118.25	57,281.51	24,818.49	30.23
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Other Capital Projects	190,000.00	0.00	22,179.95	167,820.05	88.32
	Capital Equipment Purchases	40,000.00	0.00	3,863.51	36,136.49	90.34
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	484,300.00	4,837.45	116,645.97	367,654.03	75.91
	17 Totals:	242,100.00*	8,485.57*	435,402.83*	(193,302.83)*	(79.84)*
20	Building Deposit Holding Acct					
	Interest Income	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:	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

<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>
	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	5,000.00	480.00	3,193.00	1,807.00	36.14
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Developer Reimbursements	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:	5,000.00	480.00	3,193.00	1,807.00	36.14
	MEF FUND Purchases	40,000.00	0.00	0.00	40,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	40,000.00	0.00	0.00	40,000.00	100.00
	21 Totals:	(35,000.00)*	480.00*	3,193.00*	(38,193.00)*	109.12*
24	Capital Project Fund					
	Revenue from Bonds/Loans	0.00	0.00	0.00	0.00	0.00
	Interest Income	500.00	1,026.53	4,207.20	(3,707.20)	(741.44)
	Grants- State IDOT/EDP	5,733,655.00	62,324.26	2,291,711.80	3,441,943.20	60.03
	Grants - State- Other	251,000.00	0.00	0.00	251,000.00	100.00
	Grants - Misc.	78,000.00	0.00	0.00	78,000.00	100.00
	Developer Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	325,000.00	11,945.35	99,102.87	225,897.13	69.50
	Other Misc. Income	301,000.00	0.00	10,000.00	291,000.00	96.67
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	6,689,155.00	75,296.14	2,405,021.87	4,284,133.13	64.04
	Consulting /Service Fees	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	515,000.00	287,042.75	519,600.93	(4,600.93)	(0.89)
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	350,000.00	16,380.35	139,671.42	210,328.58	60.09
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	5,976,655.00	13,086.35	91,635.61	5,885,019.39	98.46
	Bridge Cap Projects	80,000.00	0.00	906.68	79,093.32	98.86
	EXPENSES Totals:	6,931,655.00	316,509.45	751,814.64	6,179,840.36	89.15
	24 Totals:	(242,500.00)*	(241,213.31)*	1,653,207.23*	(1,895,707.23)*	781.73*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	1,021,900.00	0.00	991,017.34	30,882.66	3.02
	Interest Income	100.00	455.73	2,487.96	(2,387.96)	(2,387.96)



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>
	REVENUE Totals:	1,022,000.00	455.73	993,505.30	28,494.70	2.78
	Other Professional Services	25,000.00	462.08	23,552.34	1,447.66	5.79
	Community Dev Expense	922,000.00	0.00	0.00	922,000.00	100.00
	Transfers to Other Funds	75,000.00	0.00	14,313.25	60,686.75	80.91
	EXPENSES Totals:	1,022,000.00	462.08	37,865.59	984,134.41	96.29
	25 Totals:	0.00*	(6.35)*	955,639.71*	(955,639.71)*	0.00*
	REVENUE TOTAL	18,324,737.00**	683,747.17**	12,104,616.91**		
	EXPENSE TOTAL	18,632,180.00**	803,529.55**	8,455,898.24**		
	GRAND TOTAL	(307,443.00)**	(119,782.38)**	3,648,718.67**		

**ELECTRIC SERVICE AGREEMENT**

**EXHIBIT A – Fixed, Indexed or Combined Pricing  
Issued: MARCH 9, 2017**

This offer is presented to **City of Wilmington** ("Customer") by **Dynegy Energy Services, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed on the attached Account Information Sheet (each service location referred to as an "Account" herein). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Delivery Service Provider ("DSP") noted in Table 1 which will allow Supplier to provide Retail Power to each Account.

**THIS EXECUTABLE OFFER EXPIRES AT MIDNIGHT ON THURSDAY, MARCH 09, 2017!**

TABLE 1						
<b>Delivery Term Begins:</b>	May 2017					
<b>Delivery Term Ends:</b>	<i>Customer Initial in one box below to elect Term and associated Price:</i>					
	May 2018		May 2019		May 2020	<input checked="" type="checkbox"/>
<b>Percent Product Quantity (%)</b>	100%		100%		100%	
<b>Percent Energy Price</b>	On-Peak	Off-Peak	On-Peak	Off-Peak	On-Peak	Off-Peak
	3.632¢/kWh	3.632¢/kWh	3.515¢/kWh	3.515¢/kWh	3.453¢/kWh	3.453¢/kWh
<b>Index Energy Price Adder</b>	N/A		N/A		N/A	
<b>Distribution Losses</b>	Included in Percent Energy Price		Included in Percent Energy Price		Included in Percent Energy Price	
<b>Transmission Charge</b>	0.455¢/kWh		0.475¢/kWh		0.495¢/kWh	
<b>Ancillary Services</b>	Included in Transmission Charge		Included in Transmission Charge		Included in Transmission Charge	
<b>Capacity Charge</b>	0.898¢/kWh		1.149¢/kWh		1.191¢/kWh	
<b>Mandatory Renewable Charge (RPS)</b> (Through May 31, 2019)	0.019¢/kWh		0.015¢/kWh		0.014¢/kWh	
<b>Additional Voluntary Charge</b>	N/A		N/A		N/A	
<b>Voluntary Renewable Quantity (%)</b>	N/A		N/A		N/A	
<b>Delivery Service Provider:</b>	ComEd ("DSP" or "Utility")					
<b>Regional Transmission Organization:</b>	PJM ("RTO")					
<b>Agent/Broker/Consultant (If blank, N/A):</b>	NIMEC					

**Percent Energy and Index Energy:** The Percent Energy Price in Table 1 shall apply to the Percent Product Quantity elected at the time of execution ("Percent Energy"). Such Percent Energy represents a percentage of Customer's full requirements energy in any and all hours of operation. Index Energy, if any, is the quantity of metered usage during any hour of delivery that exceeds the Percent Energy ("Index Energy") and is calculated by applying the sum of the Percent Energy to the total kWh in any hour, and subtracting that amount from Customer's total hourly-metered energy quantity. The hourly price for Index Energy (the "Index Energy Price") will equal the sum of the RTO Day Ahead Locational Marginal Price for the Utility zone ("DA LMP") and the Index Energy Price Adder indicated in Table 1. If during the Term of this Agreement the DA LMP ceases to exist then its replacement index shall be used for the remaining Term of the Agreement. On an hourly basis all Percent Energy kWh deliveries will be metered before any Index Energy kWh deliveries.

The Percent Energy Price and the Index Energy Price include charges for energy, scheduling and load forecasting associated with the delivery of Percent Energy and Index Energy. The Percent Energy Price may include distribution energy losses if elected in Table 1. The Percent Energy Price and Index Energy Price do not include transmission, or capacity nor do they apply to any charges assessed by DSP, all of which are the responsibility of Customer, including, but not limited to the following: charges for services under DSP's applicable delivery service tariffs and riders, facilities charges, taxes (either billed by DSP or customer self-assessed) and other DSP charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time. On-Peak and Off-Peak pricing, if applicable, shall be applied for such periods as follows: 1) On-Peak Period means the hours from 6 A.M. until 10 P.M. Central Prevailing Time ("CPT"), Monday through Friday except New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or if one of the

preceding holidays occurs on a Sunday, the Monday immediately following the holiday and 2) Off-Peak Period means all hours other than those included in the Peak Period.

**Distribution Losses:** Charges for distribution energy losses will be included in the Percent Energy Price or as a Pass-Through which will appear as a separate line item on Customer's monthly invoice and calculated by applying the distribution energy loss factor indicated under DSP's applicable delivery service tariffs to the metered kilowatt-hours ("kWh") each hour.

*If a quantity of 100% is elected and Distribution Losses are Pass-Through,* Distribution Losses charge will be billed at the Percent Energy Price.

*If a quantity other than 100% is elected,* Distribution Losses will automatically be a Pass-Through and billed at the Index Energy Price.

**Transmission:** Customer acknowledges that Supplier will incur RTO transmission charges on Customer's behalf to deliver Retail Power to the Delivery Point. Charges for transmission are based upon the RTO's Open Access Transmission Tariff ("OATT") and business practices for the DSP zone. Charges will appear as a separate line item on Customer's monthly invoice and shall be billed as follows.

*If the Transmission Charge in Table 1 is a fixed number,* then the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term. If the RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the Transmission Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Transmission Charge.

*If the Transmission Charge in Table 1 is noted as Pass-Through,* then the monthly charge will be dependent upon 1) the current rate charged by RTO at time Retail Power is delivered, 2) Customer's peak demand (or peak load) as determined by RTO, and 3) depending upon the RTO, the number of days in the billing period or the number of months per year. Supplier will be invoiced directly by the RTO for service and Customer agrees to pay to Supplier the Transmission Charge.

**Ancillary Services:** Customer acknowledges that Supplier (as the RTO Market Participant) will incur market related charges regarding ancillary services as set forth in the applicable RTO OATT and for other RTO costs not otherwise included in any of the defined cost components in this Agreement ("Ancillary Services"). The cents/kilowatt-hour charge noted in Table 1 will appear as a separate line item on Customer's monthly invoice. If the applicable RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the Ancillary Services Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Ancillary Services Charge.

**Capacity Charge:** Supplier will secure capacity relative to the supply of all Retail Power during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows.

*If the Capacity Charge in Table 1 is a fixed number,* then the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term.

*If the Capacity Charge in Table 1 is noted as Pass-Through,* then the monthly charge will be dependent upon 1) Customer's then current capacity obligation, or Capacity Peak Load Contribution ("PLC") as determined by DSP including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

**Mandatory Renewable Portfolio Charge ("RPS"):** The Illinois Public Utilities Act requires that all Illinois Alternative Retail Electric Suppliers ("ARES") have renewable energy sources as a percentage of their supply portfolio. The RPS Charge identified in Table 1 represents Supplier's charge for compliance with such Act. If during the Term of this Agreement any rule, regulation, tariff, ordinance, statute, or law affecting the Supplier's obligation pertaining to renewable energy resources are amended or otherwise implemented by the applicable regulatory agency, and Supplier can verify to Customer that the change has a material effect on Supplier's costs of procuring renewable energy then, notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the RPS Charge and add or reduce such charges incurred on Customer's behalf to comply with the change in effect during the corresponding period, as applicable. [Such RPS Charge imposed on ARES is due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, Supplier will no longer charge an RPS Charge.]

**Additional Voluntary Renewable Energy Charge:** *If selected in Table 1,* Customer's monthly invoice shall include a line item equal to the cents/kilowatt-hour charge noted in Table 1 for all metered kWh throughout the Term. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1. The renewable energy resource shall be selected by Supplier from any of the sources listed and provided for in 20 ILCS 687/6-3(f), as may be amended from time to time. In relation thereto, Supplier shall retire a sufficient number of Renewable Energy Certificates that will



correspond to the Total Renewable Energy Commitment, as a portion of the Retail Power delivered in a given billing cycle. "Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia howsoever entitled, created by a program or certification authority recognized by the RTO or the applicable agency of the State in which the Account is located, indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source. A REC may include some or all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or certified by the same or different verification authorities or certification authorities that originally recognized the REC. The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. At the request of Customer, Supplier will provide related information pertaining to the REC, including the identity of the renewable energy resource, the date of creation and retirement of the REC, and the identity of the renewable energy facility. The delivery of additional voluntary renewable energy shall begin in the first billing cycle that follows the execution of this Agreement.

**Percent Product Quantity:** *If a quantity other than 100% is elected in Table 1*, then upon Customer's request, Supplier will provide Customer with a written price quote for Customer's uncommitted/remaining load. Such requests shall be made in 25% increments of Customer's annual load profile, up to the full uncommitted portion of Customer's annual load, not to exceed 100%. If Customer wishes to accept a quote, then Supplier will issue a Confirmation Letter setting forth the price, duration and the portion of Customer's hourly load (excluding the initial volume or load set forth in the Agreement) to which the Confirmation Letter will be applicable. Customer may elect to accept any such Confirmation Letter prior to midnight on the day it is issued by signing and returning said written confirmation. Upon written acceptance by Customer and Supplier, the Confirmation Letter will then be incorporated as part of this Agreement. In the event Customer fails to confirm 100 percent of load elections prior to the first delivery of retail power under this Agreement, any uncommitted load shall be priced as Index Energy, as described above. Customer's resultant Percent Energy Price for the Term shall then be calculated as the weighted average of all Percent Energy Prices confirmed prior to delivery and billed as first through the meter. Then subsequent intra-term elections shall be billed as second through the meter. SUPPLIER DOES NOT GUARANTEE THE RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE WILL BE EQUAL TO OR LESS THAN THE ENERGY PRICE FOR 100% OF THE LOAD THAT SUPPLIER MAY HAVE OFFERED TO THE CUSTOMER AT THE TIME OF EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES AND ACKNOWLEDGES THE VOLATILITY IN THE RETAIL POWER MARKET AND ACCEPTS THE RISK OF THE HIGHER RESULTANT WEIGHTED AVERAGE POWER PRICE.

**Conditional Contingency:** This offer is contingent on acceptance by the DSP of Supplier's DASR(s) for all listed accounts.

**IN WITNESS WHEREOF**, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<p><b>Dynergy Energy Services, LLC ("Supplier")</b></p>	<p><b>City of Wilmington ("Customer")</b></p> <p>By: <u><i>Kim Doglio</i></u></p> <p>Name: <u>KIM DOGLIO</u></p> <p>Title: <u>ACCOUNTANT / TREASURER</u></p> <p>Date: <u>3-9-17</u></p> <p>Signatory certifies authorization from Customer has been granted to enter in to this Agreement.</p>
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<b>CUSTOMER BILLING OPTIONS and CONTACT INFORMATION</b>		FEIN or DUNS#: <u>36-6006159</u>
<input checked="" type="checkbox"/> Check here if Customer is a local government entity, as defined by 50 ILCS 505 / Local Government Prompt Payment Act.		
<input checked="" type="checkbox"/> Check here to receive combined billing of Supplier and DSP charges, subject to Section 11.		
<input checked="" type="checkbox"/> Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.		
<input type="checkbox"/> Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.		
<p><b>Notices</b></p> <p>Attn: <u>ACCOUNTING</u></p> <p>Street: <u>1165 S. WATER ST.</u></p> <p>City, ST ZIP: <u>WILMINGTON IL 60481</u></p> <p>E-mail: <u>kdoglio@wilmington-il.com</u></p> <p>Phone: <u>815-476-2175</u></p>	<p><b>Invoices (if different from Notices)</b></p> <p>Attn:</p> <p>Street:</p> <p>City, ST ZIP:</p> <p>E-mail:</p> <p>Phone:</p>	

*Upon signature and completion above, please return all pages of this Agreement by E-mail to your Sales Representative and [RetailContractAdmin-Confirms@dynergy.com](mailto:RetailContractAdmin-Confirms@dynergy.com).*



**ELECTRIC SERVICE AGREEMENT  
ACCOUNT INFORMATION SHEET FOR  
CITY OF WILMINGTON  
AS OF March 9, 2017**

Utility/DSP: ComEd	
	Account #
1	0534045013
2	2047050020
3	7194153017
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**ELECTRIC SERVICE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

**1. ELECTRIC ENERGY SERVICES**

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power, as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Delivery Services Provider's ("DSP") distribution system ("Delivery Point"). The DSP will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the DSP's distribution system is subject to the terms and conditions of the DSP's tariff relating to delivery and metering. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the DSP whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable. Customer authorizes Supplier to receive current and historical energy billing and usage data from DSP and such authorization shall remain in effect during the entire Term if this Agreement unless Customer provides notice to Supplier that rescinds such authorization. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization.

**2. TERM OF AGREEMENT**

Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under Delivery Term Begins in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under Delivery Term Ends in Table 1, unless the Parties mutually agree to extend the term of this Agreement in writing ("Term"). Regularly scheduled meter reading dates are defined by the DSP Bill Group. If it is not possible to begin deliveries on the regularly scheduled meter reading date due to the DSP switching rules, Customer may request that Supplier perform an off-cycle switch, in which case Customer will receive an off-cycle switching charge from the DSP.

**3. TAXES**

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power services performed under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

**4. CONFIDENTIALITY**

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

**5. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims, to the Delivery Point. **THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. DSP WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY DSP OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT,**

**UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.**

**6. FORCE MAJEURE**

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

**7. CHANGES IN LAW OR REGULATION**

In the event that any change in or enactment of any rule, regulation, DSP's operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation pertaining to renewable energy resources of any kind or nature, of Retail Power to Customer (including but not limited to any administrative ruling, interpretation, or judicial decision) alters to the detriment or benefit of Supplier its ability to deliver Retail Power at the pricing set forth in this Agreement, as determined in its sole discretion and judgment, Supplier shall, except in the instances where the change or enactment relates to the pricing or charges associated with the Transmission Charge, Ancillary Services Charge or RPS Charge as provided for in Exhibit A, whereby those terms are controlling, 1) provide written notice to Customer of the change; 2) identify the change in pricing necessary to accommodate the impact of the change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period.

**8. ASSIGNMENT/CUSTOMER NAME CHANGE**

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement. If Customer undergoes a change of legal name during the Term, Customer is responsible for notifying the DSP and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the DSP to continue as Supplier's customer or to re-enroll with Supplier.

**9. WAIVER**

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

**10. CREDIT**

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 12. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition, for certain larger customers with peak load in excess of approximately five mega-watts (5) MW, the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 12.

**11. PAYMENTS/INVOICES**

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the DSP as soon as practicable after the end of each Monthly Billing Cycle in which



service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within sixty (60) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by DSP, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the DSP's delivery service charges, in which case the Due Date shall be sixty (60) days. All payments shall be made via an electronic method or check, to the account specified on each invoice.

Should the DSP fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill, to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, Business Day shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and Calendar Day shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays. If Customer elects a Percent Product Quantity other than 100%, then all meters associated with the Account(s) must be hourly interval data recording meters. The monthly invoice will be a summary invoice for the aggregated hourly interval load of all meters on the Account(s). In addition to the aggregated summary invoice, individual Account usage detail will be included and an interval file in Comma Separated Values ("CSV") format will likewise be made available. The pricing option will not include charges by Account.

If, however, Customer is a local government entity as defined by 50 ILCS 505/ Local Government Prompt Payment Act (the "Act"), then in such event the Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this Section remain the same and are in effect.

## 12. EVENTS OF DEFAULT

**Definition:** An "Event of Default" shall mean, with respect to a Defaulting Party, the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive), if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice; (d) such Party 1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, 2) makes an assignment or any general arrangement for the benefit of creditors, 3) otherwise becomes bankrupt or insolvent (however evidenced), or 4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 10 of this Agreement; or: (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness/collateral requirement set forth in Section 10 of this Agreement.

**Suspension and Early Termination:** If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement, at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus, the positive difference (if any) of the Energy Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Energy Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition and without prejudice to any right of setoff,

recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 5 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

## 13. NOTICES

Except for Suspension or Early Termination Notices required under Section 12, all other notices to be provided under this Agreement may be sent by U.S. mail, E-mail, personal delivery, fax, or orally in the case of an emergency (with a written confirmation following any notice due to an emergency). In the case of U.S. mail, notices shall be deemed given five (5) days after deposit in the U.S. Mail; for all other methods, notices shall be deemed given and received when transmitted. However, all Suspension and Early Termination Notices must be given by certified mail return receipt requested or by overnight delivery and shall be effective only upon actual receipt of notice. Notices to Supplier should be sent to Attn: Contract Administration, 1500 Eastport Plaza Drive, Collinsville, IL 62234, fax: (888) 354-9837 or E-mail: Retail Contract Admin-Confirms@DYNEGY.com. Notices to Customer shall be sent to the representative and address identified on the attached Exhibit A.

## 14. FORWARD CONTRACT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

## 15. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

## 16. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a request by either Party. If within fifteen (15) days after that meeting, the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

## 17. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

## 18. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

## 19. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Business Care Department by calling toll-free to the number listed on the invoice or by e-mail at [BusinessCare@Dynergy.com](mailto:BusinessCare@Dynergy.com). To report a service outage, please contact your DSP directly.



## Legal Disclosure

Section 454.90 of the Public Utilities Act (220 ILCS 5/16 – 115C) requires all agents, brokers and consultants engaged in the procurement or sale of electricity supply for third parties to: a) Disclose in plain language in writing the nature of the services offered by the ABC; b) Disclose in plain language in writing to all persons it solicits the total anticipated remuneration to be paid to it by any third party over the period of the proposed underlying customer contract. Any such disclosure must be made prior to entering into the contract and signed by the customer; c) Not hold itself out as independent or unaffiliated with any RES, or both, or use words calculated to give that impression, unless the person or entity offering service under this Section 16-115C of the Act has no contractual relationship with any RES or its affiliates regarding retail electric service in Illinois; d) Not utilize false, misleading, materially inaccurate, defamatory, or otherwise deceptive language or materials in the soliciting or providing of its services; e) Maintain copies of all marketing materials disseminated to third parties for a period of not less than three years; f) Maintain copies of all disclosure statements required in subsections (a) and (b) for a period of not less than three years; g) Not present electricity pricing information in a manner that favors one supplier over another, unless a valid pricing comparison is made utilizing all relevant costs and terms; and h) Comply with the requirements of Sections 2EE, 2FF, 2GG, and 2HH of the Consumer Fraud and Deceptive Business Practices Act [815 ILCS 505/2EE, 2FF, 2GG, and 2HH].

The Northern Illinois Municipal Electric Collaborative ("Collaborative") has been organized to solicit bids on behalf of its membership. The Collaborative will endeavor to aggregate the members' electricity supply and bid out the collective volumes with at least three electric suppliers. Any bids solicited by the Collaborative are from third party suppliers that are approved by the Illinois Commerce Commission. The Collaborative then determines which supplier has the lowest priced bid (based upon a weighted average) for the entire bid group, then presents the lowest bid from that supplier to each member for their acceptance or rejection. Each member of the Collaborative is under no obligation to accept the bid presented by the Collaborative.

There are no contracts or other written obligations between the Collaborative and its members. As such, each member is under no binding obligation to the Collaborative.

Any contracts signed are between the Collaborative member and the power supplier. The Collaborative has not expressed an opinion as to the quality of the supplier contracts.

The Collaborative believes the rates that it submits to its members are competitive.

The Collaborative does not solicit from all the ICC approved suppliers, and we do not discourage our members from independently soliciting additional bids on their own behalf from suppliers not engaged by the Collaborative.

The Collaborative receives no compensation from the power suppliers, nor from its membership, other than a nominal one-time membership fee. The Collaborative engages the professional consulting services from Glenview Consulting, Ltd. In exchange for this, Glenview Consulting receives a fee from the suppliers of \$0.002 per kilowatt hour for the NIMEC volume for the account(s) booked today. Each member is able to calculate the expected remuneration to Glenview by multiplying its annual consumption by the supplier fee.

In the Collaborative's opinion, this fee is more than offset by the value of the aggregation. When the members' load is aggregated, power suppliers are willing to bid more aggressively on the larger load than on the individual member's load. Additionally, many suppliers are willing to lower their margin as the account was not originated by their own sales force.

No employee from the Collaborative or Glenview Consulting is an employee of Commonwealth Edison.

Any information given to us by customers is confidential and solely distributed to those suppliers that are engaged by the Collaborative. Likewise, this Disclosure statement is to remain confidential; it is not to be shared with outside parties, unless required by law.

Received By:

Kim Doglio

Date:

3-9-17

Name (print):

Kim Doglio

Municipality/Library:

City of Wilmington

Quotes for Wilmington ESDA Service Truck

**Manteno Ford**

**222 S. Locust Street / RT. 50**

**Manteno IL. 60950**

2017 2WD F450 Regular Cab & 11' Service Box	\$39,932.27
2017 2WD F450 Super Cab & 11' Service Box	\$41,932.27
2017 2WD F450 Crew Cab & 11' Service Box	\$42,691.27

**Court Street Ford**

**558 William Latham drive**

**Bourbonnais IL. 60914**

2017 2WD F450 Regular Cab & 11' Service Box	\$44,225.15
2017 2WD F450 Super Cab & 11' Service Box	\$46,327.15
2017 2WD F450 Crew Cab & 11' Service Box	\$ 47,121.15

**Rod Baker Ford**

**16101 S. Lincoln Highway Court St. Ford**

**Plainfield IL. 60586**

2017 2WD F450 Regular Cab & 11' Service Box	\$45,128.15
2017 2WD F450 Super Cab & 11' Service Box	\$47,135.15
2017 2WD F450 Crew Cab & 11' Service Box	\$47,894.15

**D'Orazio Ford**

**1135 S. Water St.**

**Wilmington IL. 60481 (Quoted Chassis Only)**

2017 2WD F 450 Regular Cab Chassis	\$39,435.00
Plus Reading Classic 11' Service Box	<u>\$14,156.00</u>
	<b>\$53,591.00</b>
2017 2WD F450 Super Cab Chassis	\$41,195.00
Plus Reading Classic 11' Service Box	<u>\$14,156.00</u>
	<b>\$55,351.00</b>
2017 2WD F450 Crew Cab Chassis	\$42,235.00
Plus Reading Classic 11' Service Box	<u>\$14,156.00</u>
	<b>\$56,391.00</b>

(Service Box Quote from Monroe Truck Equipment Joliet IL.)

**Taylor Chrysler Jeep Dodge**

**1497 North State Rt. 50**

**Bourbonnais IL. 60914**

2017 Ram 4500 Tradesman Regular Cab & 11' Service Box	<b>\$47,352.28</b>
2017 Ram 4500 Tradesman Crew Cab & 11' Service Box	<b>\$ 50,023.41</b>

**Community GMC**

**317 S. Water St.**

**Wilmington, IL. 60481**

2017 GMC Sierra 3500 HD 2WD Regular Cab & 11' Service Box	<b>\$27,821.00</b>
2017 GMC Sierra 3500 HD 2WD Crew Cab & 9' Service Box	<b>\$29,821.00</b>

**Lettering the truck**

J&S Vinyl Design

205 School St.

Wilmington IL.

**\$1015.00**

**Emergency Lights & Sirens**

Fleet Safety

P.O. Box 649

Naperville IL.

**\$7474.36**

**Installation Emergency Lights & Siren**

CAMZ Communication Inc.

24020 S. Northern Illinois Drive/ Unit

Channahon IL> 60410

**\$3375.00**

**ORDINANCE NO. 17-03-21-01**

**AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 118  
OF THE WILMINGTON CODE OF ORDINANCES  
RELATED TO PEDDLERS, SOLICITORS AND STREET VENDORS**

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Wilmington as follows:

**SECTION 1:** That Chapter 118.01 et seq. of the Wilmington Code of Ordinances be, and hereby is, amended to read, as follows:

**Chapter 118 - PEDDLERS, SOLICITORS AND STREET VENDORS**

**118.01 - Definitions.**

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

**CONVICTED:** Shall mean and include a disposition of court supervision, probation, adjudication, or conditional discharge.

**HAWKER:** Any person who shall sell or offer for sale, barter, or exchange any goods, wares, merchandise or other commodities and cries his wares or exhibits them for sale.

**ITINERANT VENDOR:** Any person who transports tangible personal property for retail sale who does not maintain an established office, distribution house, sales house, warehouse, service center or residence from which such business is conducted. However, this does not apply to any person who delivers tangible personal property who is fulfilling an order for such property which was solicited or placed by mail or other means. This does not apply to any person holding a valid license, issued by a county or municipality, to engage in retail sales.

**PEDDLER:** Any person, other than a representative of a not for profit 501(c)3 organization, who shall sell or offer for sale, barter, or exchange any goods, wares, merchandise, service or other commodities while traveling from residence to residence on, along or upon the streets and sidewalks of the village. The term peddler shall not include the obtaining of subscriptions to books, magazines, periodicals, newspapers or any type of speech.

**RESIDENCE:** Every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.



**SOLICITATION OR SOLICITOR:** Any person who conducts one or more of the following activities:

- A. Seeks to obtain orders for the purchase of goods, wares, merchandise, foodstuffs or services of any kind, character or description whatsoever, for any kind of consideration whatsoever.
- B. Seeks to obtain prospective customers for application for or purchase of insurance of any type, kind or character.
- C. Seeks to obtain subscriptions to books, magazines, periodicals, newspapers or any type of publication.
- D. Seeks to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.
- E. Seeks to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, whether accepting donations of money or not, or distributing handbills or fliers advertising any event or service.
- F. Seeks to advertise, promote, sell and/or explain any product, service, organization or cause.
- G. Includes hawkers, peddlers, transient merchants, and itinerant vendors.

**TRANSIENT MERCHANT:** Any person who is engaged temporarily in the retail sale of goods, wares or merchandise and who, for the purpose of conducting such business, occupies any building, room, vehicle, structure of any kind, or vacant lot. However, this does not apply to any person selling vegetables, fruit or perishable farm products at an established city market, to any person operating a store or refreshment stand at a resort, to any person operating a stand or booth on or adjacent to property owned by him or upon which he resides, to any person operating a stand or booth at a city or city sponsored or authorized fair or market, or to any person operating a stand or booth at a trade show, exposition, convention or similar event. This does not apply to any person holding a valid license, issued by a county or municipality, to engage in retail sales.

118.02 - License required.

No person shall engage in, operate as, or conduct the business of a hawker, peddler, transient merchant or itinerant vendor in the city without first obtaining a license thereof.

### 118.03 - Application.

Applications shall be made in writing to the city administrator or his or her designee. Each applicant shall submit a nonrefundable application processing fee of fifty dollars (\$50.00) and provide the following information under oath:

1. Name, address of the present place of residence, business address if other than the residence address, date of birth, and social security number for each person for whom a license is sought.
2. Address of the place of residence during the preceding three (3) years, if other than the present address for each person for whom a license is sought.
3. Physical description of the applicant for each person for whom a license is sought.
4. Name and address of the person by whom the applicant is employed or whom he represents, and the length of time of such employment or representation for each person for whom a license is sought.
5. Description of the subject matter of the soliciting in which the applicant will engage and a description of the commodities or articles of merchandise in which the applicant intends to deal.
6. Period of time for which the license is requested.
7. The date, or approximate date, of the most recent previous application for a license under this chapter, if any.
8. A list of all licenses or certificates of registration to conduct business as a hawker, peddler, transient merchant or itinerant vendor obtained by the applicant in Illinois in the twelve (12) months preceding the date of filing of the application for each person for whom a license is sought.
9. A statement as to whether a license issued to the applicant under this chapter has been revoked within one year of the date of the application for each person for whom a license is sought.
10. A statement as to whether the applicant has been convicted of a violation of any provision of this chapter or the ordinances of any other municipality regulating soliciting within one year of the date of the application for each person for whom a license is sought.
11. A statement as to whether the applicant has ever been convicted of the commission of:
  - a) a felony, or
  - b) a misdemeanor involving dishonesty or false statements, under the

laws of the state of Illinois or any other state, or under the laws of the United States, within five (5) years of the date of the application for each person for whom a license is sought.

12. A statement as to whether the applicant is required to register as a sex offender under the Illinois sex offender registration act for each person for whom a license is sought.

13. Live scanning of the fingerprints for each applicant and for each person for whom a license is sought.

#### 118.04 - Administrative procedures for application for license.

(A) All applications shall be submitted to the city administrator or his designee.

(B) If the city administrator or his designee determines that all requirements of this chapter have been met, a license shall be issued approving the dates and times stated on the license. No license shall be issued to any person who has made a false material statement in the application, or:

1. Has been convicted of the commission of: a) a felony, or b) a misdemeanor involving dishonesty or false statements, under the laws of the state of Illinois or any other state, or under the laws of the United States, within five (5) years of the date of the application; or
2. Has been convicted of a violation of any of the provisions of this chapter or the ordinances of any other municipality regulating soliciting within one year of the date of the application; or
3. Has had his license issued under this chapter revoked as provided in this chapter within one year of the date of the application; or
4. Is required to register as a sex offender under the Illinois sex offender registration act, 730 Illinois Compiled Statutes 150/3, under the laws of any other state, or under the laws of the United States.

(C) The failure of an applicant to fulfill the requirements of this chapter shall be the sole basis for a denial of the license. In the event that any license is denied for failure to comply with the requirements of this chapter, the applicant shall immediately be notified of the reasons for denial. At least seven business days prior to the requested date for a license to be issued to a proposed peddler, hawker, transient merchant, or itinerant vendor, the applicant shall apply to the city administrator or his designee for a license on a form provided by the city and pay a license application fee of \$50. In addition to the license application fee, the applicant entity shall also pay a \$50.00 live scan fee for each person for whom a license under this Chapter is sought.

(D) All such license shall conform to all requirements of this chapter and shall conform to all ordinance and regulations of the city.

(E) The city administrator or his designee may issue an applicant a license for a maximum of 10 consecutive days with no more than four licenses issued each year.

#### 118.05 - Appeal of License Denial or Revocation.

- (A) Any person aggrieved by the denial or revocation of a license under the provisions of this chapter shall have the right to appeal to the city council within twenty one (21) days after the date of denial of the application or revocation of the license. The appeal must be in writing, and shall contain a specific request for or waiver of a hearing.
- (B) If a hearing is requested, the hearing before the city council shall take place within thirty (30) days of the written appeal. At the hearing, the city council shall not be bound by the rules of evidence in the courts of law, but shall, in ascertaining the conditions and practices involved in the decision appealed, take into account all reliable, probative and substantial evidence. The city council shall issue a written decision within fourteen (14) days of the hearing.
- (C) Where a hearing is waived; the appealing party shall submit all supporting documentation with the written appeal. The city council shall issue a written decision within twenty one (21) days of the filing of the written appeal.

#### 118.06 - Fraud.

It shall be unlawful for any licensee to cheat, deceive or fraudulently misrepresent, whether through himself or herself or through an employee, while acting as a peddler, hawker, transient merchant, or itinerant vendor in the city, or to barter, sell or peddle any goods, merchandise or wares or to engage in any form of solicitation other than those specified in the application for a license.

#### 118.07 - Hours of operation.

No soliciting or peddling shall be permitted before the hour of 9:00 a.m. or after the hour of 7:00 p.m. within the city.

#### 118.08 - Display of License.

Each eligible licensee shall be issued a license signed by the city clerk bearing the seal of the City of Wilmington. Each licensee shall at all times while soliciting within the City carry upon his person the license required by this Chapter which shall be worn in such a way as to be conspicuous, and exhibit same to any police officer or other person requesting to see the same.

#### 118.09 - Notice regulating peddlers, solicitors and street vendors.

Notice of the determination of the occupant's refusal of invitation to any peddlers, solicitors and street vendors shall be given in the following manner:

A card shall be exhibited upon or near the main entrance door to the residence containing words such as those set forth below:

**NO PEDDLERS, SOLICITORS OR STREET VENDORS**

A card exhibited at a residence shall constitute sufficient notice to any solicitor or peddler of the occupant's refusal to allow peddlers, solicitors and street vendors.

#### 118.10 - Duty of peddlers, solicitors and street vendors.

It shall be the duty of every solicitor or peddler, upon going onto any premises in the city upon which a residence is located, to look for the notice provided for in Section 118.09, and if any is attached, to obey the statement contained on the notice. If the notice contains words such as "No Peddlers, Solicitors and Street Vendors," then the solicitor or peddler, whether registered or not, shall immediately and peacefully depart from the premises. Any solicitor or peddler who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.

#### 118.11 - Convicted felons as peddlers, solicitors or street vendors.

It shall be unlawful for any organization to utilize as a solicitor any person who has been convicted of a forcible felony within a period of five years prior to the date of solicitation or who, having been convicted of a forcible felony, has been released from a penal institution for a period of less than three years prior to the date of proposed solicitation. For the purposes of this section, a "forcible felony" means treason, murder, voluntary manslaughter, aggravated criminal sexual assault, criminal assault, robbery, burglary, arson, kidnapping, aggravated battery, and any other felony which involves the use or threat of physical force or violence against any individual.

#### 118.12 - Revocation.

Any permit may be revoked by the city administrator or his designee because of any violation of this chapter or any other ordinance of the city, or any state or federal law.

#### 118.99 - Penalty.

Any person, firm or corporation violating any provision of this title, for which another penalty is not provided, shall for a first offense be fined not less than \$50 nor more than \$750, for a second offense within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent offense within one year after the first offense, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

### **SECTION 2: 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 3: EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED this 21<sup>st</sup> day of March, 2017 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor not voting, with \_\_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Larry Hall	_____	Kirby Hall	_____
Fran Tutor	_____	Joe VanDuyne	_____
Steve Evans	_____	Frank Studer	_____

Approved this 21<sup>st</sup> day of March, 2017

\_\_\_\_\_  
J. Marty Orr, Mayor

Attest:

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

**ORDINANCE NO. 17-03-21-02**

**AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 76.99  
OF THE WILMINGTON CODE OF ORDINANCES  
RELATED TO MINIMUM FINES FOR PARKING VIOLATIONS**

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Wilmington as follows:

**SECTION 1:**

That Chapter 76.99 of the Wilmington Code of Ordinances be, and hereby is, amended to read, as follows:

**76.99 - Penalty.**

Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$50 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.

**SECTION 2: 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 3: EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED this 21<sup>st</sup> day of March, 2017 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor not voting, with \_\_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Larry Hall	_____	Kirby Hall	_____
Fran Tutor	_____	Joe VanDuyne	_____
Steve Evans	_____	Frank Studer	_____

Approved this 21<sup>st</sup> day of March, 2017

\_\_\_\_\_  
J. Marty Orr, Mayor

Attest:

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

**ORDINANCE NO. 17-03-21-03**

**AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 76.02 OF THE WILMINGTON CODE OF ORDINANCES RELATED TO NO PARKING PLACES**

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Wilmington as follows:

**SECTION 1:** That Chapter 76.02 of the Wilmington Code of Ordinances be, and hereby is, amended to read, as follows:

**76.02 - No-parking places.**

No person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device in any of the following places:

- (A) On a sidewalk;
- (B) In front of a public or private driveway;
- (C) Within an intersection;
- (D) Within 15 feet of a fire hydrant;
- (E) On a crosswalk;
- (F) Within 20 feet of a crosswalk at an intersection;
- (G) Within 30 feet upon approach to any flashing beacon, stop sign, or traffic-control signal located at the right side of a roadway;
- (H) Between a safety zone and the adjacent curb or within 30 feet of the points on the curb immediately opposite the ends of a safety zone;
- (I) Within 50 feet of the nearest rail of a railroad grade crossing;
- (J) Within 20 feet of the driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within 75 feet of the entrance when proper sign posted;
- (K) Alongside or opposite any street excavation or obstruction when parking would obstruct traffic;
- (L) On the roadway side of any vehicle parked at the edge or curb of a street;



(M) Upon any bridge or other elevated structure upon a highway or within a highway;

(N) At any place where the standing of a vehicle will reduce the usable width of a roadway for moving traffic to less than 18 feet; and

(O) At any place where official signs prohibit parking.

(P) On Grasskamp Blvd., Design Road, and Ridge Way located in the Ridgeport Logistics Center.

**SECTION 2: 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 3: EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED this 21<sup>st</sup> day of March, 2017 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor not voting, with \_\_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Larry Hall	_____	Kirby Hall	_____
Fran Tutor	_____	Joe VanDuyne	_____
Steve Evans	_____	Frank Studer	_____

Approved this 21<sup>st</sup> day of March, 2017

\_\_\_\_\_  
J. Marty Orr, Mayor

Attest:

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



# Engineer's Report

March 2017

Project	Status	Anticipated Date Start / End	Contractor	Est. Cost	Project Limits	Notes
<b>HIGH SPEED RAIL</b>						
Kankakee River Bridge	Project Awarded	March, 2017	Illinois Contractors Corp.	N/A	East of North Water Street to west side of Kankakee River	Homer Tree Service on-site removing trees. ICC demolished vaults under N. Water Street north of Mill Street, filled with crushed rock and capped with concrete. Multiple pavement bores were made along the west side of Water Street where add'l vaults were expected to be; however none were found
N. Kankakee Street	Project Awarded	Spring, 2017	Illinois Contractors	N/A	Canal Street to Chicago Street	Homer Tree Service on-site removing trees.
First Street	Project Awarded	Spring, 2017	Illinois Contractors	N/A	South of Davy Lane to south side of private entrance. (270' total). Approximately 215' down Railroad Street	Homer Tree Service on-site removing trees.
N. Water Street	Project Awarded	Spring, 2017	Illinois Contractors	N/A	South of railroad crossing to Rte 53	Homer Tree Service on-site removing trees.
Stripmine Road / Route 53	Project Awarded	Fall, 2016	"D" Construction	N/A	West entrance to Berkot's south on Rte 53 approximately 1,100' and west on Stripmine	Road closure signs installed on 3/16/17
Coal City Road / Route 53	Project Awarded	Fall, 2016	"D" Construction	N/A	1,500' south of Coal City Road intersection and 1,600' north of the intersection.	No updates.
<b>HSR - CITY UTILITY CONFLICTS</b>						
<b>Project Description</b>						
Conflict # 141: Kankakee River Drive	Plans Approved	Spring, 2017	TBD	N/A	Filling abandoned 10" watermain along north side of KRD	Attorney Urban is reviewing and negotiating the license agreement
Conflict # 142 & 145: Kankakee River Drive	Plans Approved	Spring, 2017	TBD	N/A	Filling abandoned 12" watermain along north side of KRD and realign/lower existing 16" watermain that is in conflict with the proposed ditch improvements	Attorney Urban is reviewing and negotiating the license agreement
Conflict # 176C: Forked Creek Watermain	Plans Approved	Spring, 2017	Austin-Tyler	N/A	Realign and bury with concrete in the creekbed a 12" watermain that is in conflict with a proposed bridge	Attorney Urban is reviewing and negotiating the license agreement
Conflict # 179 & 180: Kankakee Street	Plans Approved	Spring, 2017	TBD	N/A	Filling an abandoned 4" watermain on the east side of Kankakee Street and extending the 24" casing on the west side	Attorney Urban is reviewing and negotiating the license agreement
Conflict # 188: First Street	Plans Approved	Spring, 2017	TBD	N/A	Extend existing sewer casing or bore new casing and realign new sewer main on east side of First Street	Attorney Urban is reviewing and negotiating the license agreement
Conflict # 193 & 195: First Street	Plans Approved	Spring, 2017	TBD	N/A	Realigning 8" and 12" watermains to east side then across the tracks in a 36" casing	Attorney Urban is reviewing and negotiating the license agreement
<b>CITY</b>						
Rte 53 and S. Arsenal Road	Construction	Spring, 2017	Austin-Tyler	\$2,345,208.66	Intersection of Rte 53 and S. Arsenal Road	No updates.
Rte 53 and Peotone Road	Bid Award	Spring, 2017	Austin-Tyler	\$2,164,103.30	Intersection of Rte 53 and Wilmington-Peotone Road	No updates.



# Economic Development Report

March 2017

Project	Status	Ant. Start Date	Ant. Completion Date	Project Manager	Estimated Cost	Notes
<u>Ridgeport</u>						
Buck Easement	Plan Review	Spring, 2017	Summer, 2017	Hey & Associates	\$1M	Right of Way limits need to defined and agreed upon with BNSF
Building M / Project Hot Dog	Construction	September, 2016	Summer, 2017	Alston Construction	TBD	Wall panels being installed. Contractor relocating water and sewer mains.
Building Charlie	Plan Review	Spring, 2017	TBD	Alston Construction	TBD	Final Plans are approved contingent on storm sewer revisions. Site work expected to begin in Spring.
World Foods	Construction	Winter, 2017	Spring, 2017	N/A	TBD	No updates.
<u>Commercial</u>						
N/A						
<u>Residential</u>						
Deer Creek Estates	Construction	November, 2016	TBD	Pro Builders	TBD	No updates.
Foxtail Commons	Construction	March, 2016	November, 2016	Jeff Fisher	N/A	No updates.



# MEMORANDUM

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TO: Marty Orr, Mayor  
Members  
WILMINGTON CITY COUNCIL

FR: Frank Koehler, Interim City Administrator

DT: Monday, March 13<sup>th</sup>, 2017

RE: **ADMINISTRATOR'S REPORT**

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During the past week I have been involved with the following:

- Meeting with City Planner, City Engineer and Fire Chief to discuss land use items relative to Ridgeport Industrial Park.
- Meeting with Aaron Martell, Mayor Orr, Scott Nemanich, City Engineer and City Accountant to discuss payment of outstanding invoices and processing of TIF payments relative to Ridgeport Industrial Park
- Participation in Rotary Community Task Force meeting concerning Park Improvements
- Meeting with Dave Tsak, Zone Administrator, Joliet Arsenal Enterprise Zone, to talk about sale tax exemption certificates in Ridgeport Industrial park
- Participation in Illinois Reads Program at Wilmington Middle School on Saturday, March 11<sup>th</sup>
- Meeting with Don Theobald, CPA, to discuss possible involvement in the preparation of approved TIF eligible expenditures data base for Ridgeport Industrial Park
- Coordination with Kim Doglio, City Accountant and Mike Weber, PGAV, for processing of TIF payment to Elion partners.
- Meeting with Illinois Department of Revenue to discuss registered businesses in Wilmington
- Participation in Will County Lobby Days in Springfield on Tuesday and Wednesday, March 15<sup>th</sup> and 16<sup>th</sup>.
- Meeting with Illinois Department of Transportation and Project Engineer as to release of EDP funds for improvements along Route 53.
- Preparing letter which was sent to OZINGGA Concrete requesting their establishment of Point of Sale entity in Ridgeport Industrial park and registering as business in Wilmington.

I welcome any questions you may have.