



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

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
July 16, 2019  
7:00 p.m.**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call by City Clerk**

John Persic, Jr.	Kevin Kirwin
Floyd Combes	Dennis Vice
Lisa Butler	Ben Dietz
Frank Studer	Jake Tenn

**IV. Approval of Minutes from the July 2, 2019 Regular City Council Meeting**

**V. Public Hearing**

1. Call Public Hearing to Order
2. Opening Statement by the Mayor relative to this being the public hearing relative to the proposed 2019 Redevelopment Plan and Project Amendment and Eligibility Study Amendment for the RidgePort Logistics Center Intermodal Facility Terminal Area (TIF District No. 2) ("2019 Plan Amendment")
3. Overview of the proposed 2019 Plan Amendment, and the Eligibility Study, Housing Impact Study and the Redevelopment Plan and Project in relation thereto, and description of minor amendments thereto [Mike Weber from PGAV Planners LLC and City staff]

**Posting Date:  
7/12/2019 9:42 AM hh**

4. Joint Review Board Meeting and Final Recommendation [Joie Ziller, the City's representative on the Joint Review Board]
5. Public Comment
6. Discussion by City Council
7. Closure and Adjournment of the Public Hearing

**V. Mayor's Report**

1. Todd Lyons Retirement Recognition
2. WCHC CAT Crew Presentation – Cannabis Opt Out
3. Wilmington Police Department National Night Out is August 6, 2019 from 6PM to 8PM at the Wilmington High School
4. ShareFest is August 10, 2019 from 10AM to 2PM at the Wilmington High School

**VI. Public Comment**

*(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*

**VII. Planning & Zoning Commission**

1. The next regular scheduled meeting is Thursday, August 1, 2019 at 5:00 p.m.

**VIII. Committee Reports**

**A. Police & ESDA Committee**

*Co-Chairs – Frank Studer & Lisa Butler*

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

**B. Ordinance & License Committee**

*Co-Chairs – Floyd Combes & Jake Tenn*

1. First Reading – An Ordinance Amending Chapter 52 Meters and Rates of the Wilmington Code of Ordinances

*Posting Date:  
7/12/2019 9:42 AM hh*

2. The next scheduled meeting is Tuesday, August 13, 2019 at 6:00 p.m.

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

*Co-Chairs – John Persic, Jr. & Floyd Combes*

1. The next scheduled meeting is Wednesday, August 14, 2019 at 5:30 p.m.

**D. Water, Sewer, Streets & Alleys Committee**

*Co-Chairs – Frank Studer & Kevin Kirwin*

1. The next scheduled meeting is Wednesday, August 14, 2019 at 6:00 p.m.

**E. Finance, Administration & Land Acquisition Committee**

*Co-Chairs – Frank Studer & Ben Dietz*

1. Approve the Accounts Payable Report and Collectors Report as Presented by the City Accountant

2. Approve Ordinance No. 19-07-16-01 – An Ordinance Approving Certain Technical Changes to the Proposed Redevelopment Plan and Project Document for the City of Wilmington Ridgeport Logistics Center Intermodal Facility Terminal Area (TIF District No. 2) Pursuant to 65 ILCS 5/11-74.4-5(a)

3. Approve Resolution No. 2019-04 – A Resolution to Authorize the City of Wilmington to Execute and Enter into a Contingent Fee Professional Services Agreement with Azavar Audit Solutions

4. The next scheduled meeting is Tuesday, August 20, 2019 at 6:00 p.m.

**F. Personnel & Collective Bargaining Committee**

*Co-Chairs – John Persic, Jr. & Dennis Vice*

**IX. Attorney & Staff Reports**

**X. Executive Session**

1. Probable or Imminent and Pending Litigation 2(c)(11)

**XI. Adjournment**

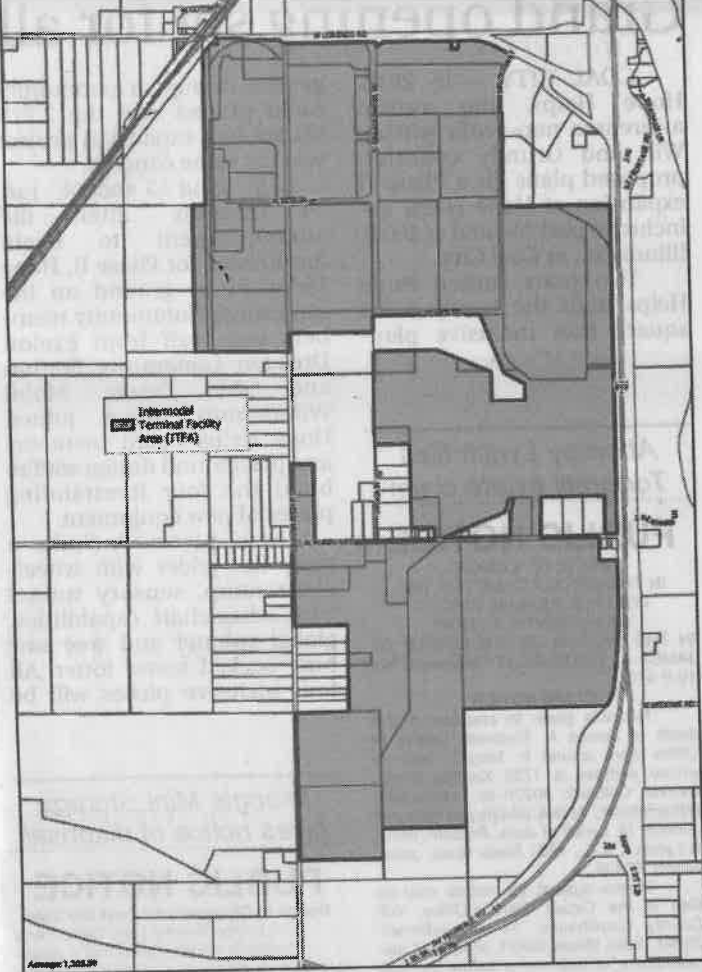
**The next City Council meeting is Wednesday, August 7, 2019 at 7:00 p.m.**

*Posting Date:  
7/12/2019 9:42 AM hh*

**AGENDA  
FOR THE PUBLIC HEARING PORTION  
OF THE JULY 16, 2019  
CITY OF WILMINGTON CITY COUNCIL MEETING  
RELATIVE TO THE PROPOSED 2019 PLAN AMENDMENT  
TO THE RIDGEPORT LOGISTICS CENTER  
INTERMODAL FACILITY TERMINAL AREA (TIF DISTRICT NO. 2)**

- A. Call Public Hearing to Order
  
- B. Opening Statement by the City Mayor relative to this being the public hearing relative to the proposed 2019 Redevelopment Plan and Project Amendment and Eligibility Study Amendment for the RidgePort Logistics Center Intermodal Facility Terminal Area (TIF District No. 2) (“2019 Plan Amendment”)
  
- C. Overview of the proposed 2019 Plan Amendment, and the Eligibility Study and the Redevelopment Plan and Project in relation thereto, and description of minor amendments thereto [Mike Weber from PGAV Planners LLC and City staff]
  
- D. Joint Review Board Meeting and Final Recommendation [Joie Ziller, the City’s representative on the Joint Review Board]
  
- E. Public Comment
  
- F. Discussion by City Council
  
- G. Closure and Adjournment of the Public Hearing

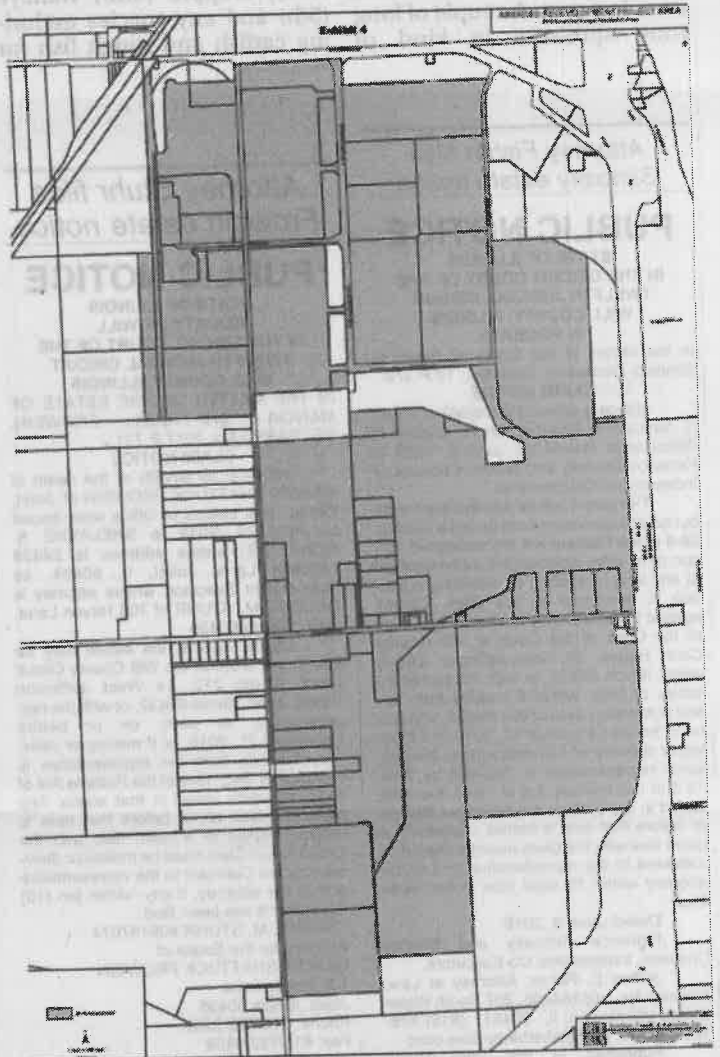




Intermodal Terminal Facility Area (ITFA)

THAT PART OF SECTIONS, 16, 17, 21 AND 28 ALL IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTH-EAST QUARTER OF SAID SECTION 17; THENCE SOUTH ON THE WEST LINE OF THE EAST HALF OF SAID NORTH-EAST QUARTER, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH, ON SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE WEST, ON SAID NORTH LINE, TO THE EAST LINE OF THE WEST 1088.00 FEET OF SAID SOUTHEAST QUARTER; THENCE SOUTH, ON SAID EAST LINE, TO THE SOUTH LINE OF THE NORTH 58.0 ACRES OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE EAST, ON SAID SOUTH LINE, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH, ON SAID WEST LINE, TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN RIDGEPORT LOGISTICS CENTER - PHASE 6, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 2017 AS DOCUMENT NO. R2017-021919; THENCE EAST, ON SAID WESTERLY EX-TENSION AND ON SAID SOUTH LINE, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH, ON SAID WEST LINE, TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED AS DOCUMENT NO. R2008-111707;

**Exhibit "4"**  
**Depiction (Map) of the**  
**Redevelopment Project Area for the Ridgeport TIF District,**  
**as Revised by the Redevelopment Project Area Amendment**



Published in the Free Press Advocate on Wednesday, June 19 and 26, 2019.

COUNTY OF WILL CO  
 CERTIFICATE OF PUBLIC UTILITIES  
 Filed \_\_\_\_\_ A.D.

# WILMINGTON POLICE DEPARTMENT



National Night Out 2019  
Tuesday, August 6th  
6:00 pm to 8:00 pm  
Wilmington High School  
209 Wildcat Court  
Wilmington, IL 60481



Come meet your Wilmington Police Department in this Night Out Against Crime

See Police Vehicles, Police K9

Wilmington ESDA and the Wilmington Fire Protection District

And Thanks To Our Event Partners



FREE Berkots Hamburgers  
Launching Pad Hot Dogs  
Popcorn, Sno Cones  
Music & Balloons!  
Face Painting!



Free TICKET Raffle

Inflatable Jumpers  
Games  
Contests

Thanks To



What is National Night Out? National Night Out is an effective and enjoyable program to promote neighborhood spirit and police-community partnerships. The event has been held annually since 1984 and is meant to increase awareness about police programs in communities, such as drug prevention and crime prevention.

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ShareFest

## Wilmington High School

209 Wildcat Court, Wilmington, IL

Saturday August 10, 2019

**10:00am—2:00pm**

*Free – Health Screenings—Social Services  
Employers looking to hire!*

*Free Books, Free Clothes, Free Home Items,  
Free Lunch, Bouncy House*

*Lots of Fun for the whole family*

**12:00 am-2:00 pm**

*Truckloads of Free Food*



Wilmington Pastor's Association



Rotary



Wilmington  
Coalition  
for a Healthy Community

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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 52 METERS AND RATES OF THE WILMINGTON CODE OF ORDINANCES**

WHEREAS, the City of Wilmington (hereinafter “City”) is an Illinois municipal corporation; and

WHEREAS, the City Council finds it to be in the best interest of the City and its citizens to update and clarify sections within Chapter 52 Waters and Rates of the Wilmington Code of Ordinances.

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

**SECTION 1. RECITALS.**

The foregoing recitals are incorporated herein as findings of the Corporate Authorities.

**SECTION 2. AMENDMENT TO SECTION 52.01 OF WILMINGTON CODE OF ORDINANCES.**

That Section 52.01 of Title V Chapter 52 of the Wilmington Code of Ordinances is hereby deleted and replaced by the following:

**52.01 - Service rates and charges.**

There are established rates and charges for the use and service supplied by the combined waterworks and sewerage system of the city, as follows:

- A. Basis for Water and Wastewater Service Charges. The water and wastewater service charge for the use of and for service supplied by the water and wastewater facilities of the city shall consist of a basic user charge for operation and maintenance plus replacement and a debt service charge.
1. The debt service charge shall be computed by dividing the annual debt service of all outstanding bonds and/or loans by the number of users including units of service. Through further division, the monthly debt service charge can be computed.
  2. The basic user charge shall be based on water usage as recorded by water meters for water and wastes having the following normal concentrations: a five-day, 20°C biochemical oxygen demand (BOD) of 200 mg/l.
  3. The water and wastewater service charge shall be reviewed periodically to reflect a change in debt service or a change in operation and maintenance costs including replacement costs.

B. Measurement of Flow. The volume of flow used for computing basic user charges and surcharges shall be metered water consumption read to the lowest even increments of 100 gallons.

1. If the person discharging wastes into the public sewers procures any part, or all, of his water from sources other than the public waterworks system, all or a part of which is discharged into the public sewers, the person shall install and maintain, at his expense, water meters of a type approved by the city for the purpose of determining the volume of water obtained from these other sources.
2. Devices for measuring the volume of waste discharged may be required by the city if these volumes cannot otherwise be determined from the metered water consumption records.
3. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation, the meters may not be removed, unless service is cancelled, without the consent of the city.

C. The following rates and service charges shall apply to bills issued on or after June 1, 2018:

*Definitions.* When used in this Chapter, “*Unit of Service*” shall mean each separate unit within any property. For example, one or several water meter(s) may supply water service to a residential apartment complex containing three apartments- each apartment shall be considered a separate *unit of service*. A commercial building may contain multiple commercial tenants- each tenant shall be considered a separate *unit of service*.

## WATER RATES AND SERVICE CHARGES

Rates and Charges. There shall be and are hereby established rates and charges for the use of water and for the service of water pumping and distribution in the city as follows:

1. A monthly base rate of \$8.63 for each unit of service, plus an additional rate of \$7.93 for up to the first 1,000 gallons. Then \$7.93 per each 1,000 gallons or fraction thereof in excess of 1,000 gallons per month.
2. Rates for customers located outside the city limits. A monthly base rate of \$12.95 for each unit of service, plus an additional rate of \$11.90 for up to the first 1,000 gallons. Then \$11.90 per each 1,000 gallons or fraction thereof in excess of 1,000 gallons per month.
3. There shall be added to the monthly bill an additional meter replacement fee of \$2.81. There will be an additional maintenance cost for any user who has a water meter greater than a one-inch meter to actual cost for replacement of the user's water meter and the user will receive a credit for the cost of a one-inch water meter towards the replacement costs.
4. Bulk users shall pay \$75 minimum charge for less or equal to 1,500 then \$30 per 1,000 gallons for each additional unit. Hydrant meter will require a \$1,000 deposit and a \$50 per month non-refundable rental fee.

5. Additionally, in order to keep pace with inflation costs of water production and distribution, pending staff analysis, all rates listed above shall be increased by two percent annually, effective April 3, 2018, to be included on the May 1 billing date of each fiscal year thereafter.

## WASTEWATER RATES AND SERVICE CHARGES

Rates and Charges. There shall be and are hereby established rates and charges for the use of and for the waste facilities of the city:

1. A monthly base rate of \$34.52 for each unit of service, plus an additional rate of \$8.46 for up to the first 1,000 gallons. Then \$8.46 per each 1,000 gallons or fraction thereof in excess of 1,000 gallons per month based upon metered usage, either metered water or metered sewage usage.
2. Rates for customers located outside the city limits. A monthly base rate of \$51.78 for each unit of service, plus an additional rate of \$12.69 for up to the first 1,000 gallons. Then \$12.69 per each 1,000 gallons or fraction thereof in excess of 1,000 gallons per month based upon metered usage, either metered water or metered sewage usage.
3. Additionally, in order to keep pace with inflation costs of water production and distribution, pending staff analysis, all rates listed above shall be increased by two percent annually, effective April 3, 2018, to be included on the May 1 billing date of each fiscal year thereafter.

### D. Discounts.

1. Persons over the age of 65 years or over, residing in their own residence with separate metered water service for that residential unit shall receive a 10% discount on the water consumption and sewer consumption portion of their City of Wilmington utility bill upon completing an application with the utility billing department.
2. Persons with a disability who has a physical or mental impairment, disease, or loss of a permanent nature and who presents a determination of a disability by a physician or presents an Illinois Disabled Person Identification Card issued pursuant to the Illinois Identification Card Act indicating that the person has a Type 1 or 2, Class 2 disability, residing in their own residence with separate metered water service for that residential unit shall receive a 10% discount on the water consumption and sewer consumption portion of their City of Wilmington utility bill upon completing an application with the Utility Billing department.

**SECTION 3. AMENDMENT TO SECTION 52.02 OF WILMINGTON CODE OF ORDINANCES.**

That Section 52.02 of Title V Chapter 52 of the Wilmington Code of Ordinances is hereby deleted and replaced by the following:

**52.02 - Payment of bills—Delinquency—Liens.**

- A. Bills. Rates or charges for water service, sewer service, debt service for water or sewer services, and meter replacement shall be payable monthly (sometimes collectively referred to hereinafter as “service”). In addition to said rates or charges, the city reserves the right to collect a fee of no less than \$80 for each service call that, in its discretion, is attributable to factors beyond ordinary wear and use. All bills for service are due and payable on the twenty-first day of the month. If the due date falls on a weekend or legal holiday observed by the City of Wilmington, the due date shall fall on the next regularly scheduled business day. A penalty of 10% shall be added to all bills not paid by the due date.

Bills for service shall be sent by the city to property owner of record on the first day of the month succeeding the period for which the service is billed. The service shall only be furnished to the premises upon the condition that the owner of record, any occupant, and the customer who applied for service are jointly and severally liable therefore to the city. Any agreement designating liability for the bills for service between the owner, occupant, and/or the customer who applied for service shall not be binding on the city and in no way shall affect the joint and several liability of each party.

- B. Delinquent Bills. If any bills for services, including any penalties for late payment, are not paid within 21 days after the bill for the services has become due, such charges shall be deemed delinquent. Delinquency notice shall be provided to the owner of record by certified mail and such notice shall state that failure to pay delinquent charges and late fees within seven days of the date of the notice may result in discontinuance of service and may create a lien on the real estate under Section 65 ILCS 5/11-139-8.
- C. Liens. Once a delinquency notice in compliance with subsection (B) has been sent to all owners of record, a lien in the amount of the delinquent charges is created upon the premises served. Whenever any charges remain unpaid for 15 days after a delinquency notice has been sent, the city may file with the county recorder of deeds a notice of lien. This notice shall consist of a sworn statement setting out a description of the premises served sufficient for the identification thereof, the amount of money due and the date when such amount became delinquent. The city shall send a copy of the notice of the lien to all owners of record of the premises.
- D. Foreclosure of Liens. The city has the power to foreclose liens for unpaid charges in the same manner and with the same effect as in the foreclosure of mortgages on real estate. The city attorney is hereby authorized and directed to institute proceedings in the name of the city in any court having jurisdiction over such matters against any property for which a lien for unpaid charges has been filed.

- E. Right to Sue. The city has the power to sue the user of water and sewer service or the occupant of premises receiving such service in a civil action to recover the money due for services rendered, plus a reasonable attorney's fee to be fixed by the court. Whenever a judgment is entered in such a civil action, subsections (C) and (D) shall not be effective thereafter as to charges sued upon, and no lien shall exist thereafter upon the premises for the delinquency. Judgment in such a civil action operates as a release and waiver of the lien for the amount of the judgment.

**SECTION 4. AMENDMENT TO SECTION 52.06 OF WILMINGTON CODE OF ORDINANCES.**

That Section 52.06 of Title V Chapter 52 of the Wilmington Code of Ordinances is hereby deleted and replaced by the following:

**52.06 – Discontinuance of Service.**

- A. The city may discontinue water and/or sewer service to any premises when any customer fails to do any of the following:
- (1) Pay in full a delinquent bill, including any and all late fees, owed for the same class of service furnished at the same or at another location; or
  - (2) Provide city representatives with timely access to the meter after a written request for such access.
  - (3) Fails to pay a bill for waste services.
  - (4) Fails to pay any fees or charges imposed under Section 52.10 hereof.
- B. The city can discontinue service only after it has sent a written notice of discontinuance to the customer and the time for an informal hearing or consultation has expired. Said notice shall provide that the customer may protest the discontinuance of services by serving a written notice thereof upon the city clerk which would trigger an informal hearing or consultation before the city administrator or his or her designee to alleviate any bona fide disputes. Service shall not be discontinued until at least 15 days after the mailing of this notice. A copy of said notice shall be mailed to a third party designated by the customer, should the customer make a written request therefor.
- C. The city shall not discontinue service at the meter subsequent to 2:00 p.m. unless it shall be prepared to reconnect the same day during normal city hall business hours at the standard reconnection charge. The city shall not discontinue service on a holiday or weekend day unless prepared to reconnect on that holiday or weekend day.
- D. Water and/or sewer service shall not be discontinued and shall be restored if discontinued for a reason which is the subject of a dispute or complaint during the pendency of procedures under Section 52.06.1 where the customer has complied with said section.
- E. Notwithstanding any of the foregoing provisions, discontinuance of service to residential customers is prohibited for up to 60 days when discontinuance will aggravate an existing serious illness of any person who is a permanent resident of the premises where service is rendered. In cases of ongoing hardship, the sewer and water committee may, in its

discretion, prohibit discontinuance for more than 60 days. To be eligible for a stay of discontinuance, the customer must comply with each of the following requirements:

- (1) The illness must be certified to the city by a licensed by the State of Illinois physician. The certification shall be in writing and shall include the name of the ill person, a statement that he/she is a resident of the premises in question, the nature of the illness, the period of time during which termination will aggravate the illness and the name, business address and telephone number of the certifying party.
  - (2) Initial certification shall be received by the city within 15 days after the mailing of the notice of discontinuance.
  - (3) Initial certification by the physician shall prohibit discontinuance of service for 30 days. Certification may be renewed by the customer for an additional 30-day period by providing the city with a current certification from a physician. Failure to so renew the certificate shall entitle the city to initiate discontinuance procedures.
  - (4) The customer must enter into an agreement within the first 30 days for the payment of the delinquent charges and required deposit. The customer must keep the current account paid during the period that the charges and deposit are to be paid.
  - (5) In the event service is terminated within 14 days prior to certification of illness by or for a qualifying resident, service shall be restored to that residence if a proper certification is thereafter made in accordance with the foregoing provisions.
- F. Once water and/or sewer service has been discontinued to any premises, such premises shall not be again furnished with such service until all arrearages are paid, together with a charge of \$50 for discontinuance of service and a charge of \$50 for the resumption of service. Said charges shall increase to \$100 for a second discontinuance of service and \$100 for a second resumption of service within one year of a prior discontinuance or resumption of service.
- G. Nothing in this section or this chapter shall be construed to prevent discontinuance of service for reasons of safety, health or cooperation with civil authorities.

**SECTION 5. AMENDMENT TO SECTION 52.21 OF WILMINGTON CODE OF ORDINANCES.**

That Section 52.21 of Title V Chapter 52 of the Wilmington Code of Ordinances is hereby deleted and replaced by the following:

**52.21– Connection Fees and Meter Charges**

- A.(1) Basic connection fees. In addition to all other fees imposed by the city, the basic connection fees (in dollars) to be paid by the applicant requesting a connection to city water and/or sewer shall be as follows:

Fee Rates:		
Single-Family:	Sanitary Sewer Impact Fee	\$6,000
	Water Impact Fee	\$2,000
Townhomes, Condominiums, and Apartment Buildings (on a per unit basis):	Sanitary Sewer Impact Fee	\$6,150
	Water Impact Fee	\$2,000
Commercial/ Industrial Uses:	Sanitary Sewer Impact Fee	\$6,000
	Sanitary Capacity Fee	\$6,150 minimum - after 3 PE - additional \$1,200/1 PE (\$15 million cost of plant/1.25 million gallons per day = \$12/gallon = \$1,200/1 PE)
	Water Impact Fee	\$2,000
	Water Capacity Fee	\$2,000 minimum - after 3 PE - additional \$300/1 PE (\$6 million cost of plant/2.0 million gallons per day = \$3/gallon = \$300/1 PE)

All impact fee proceeds from these payments shall be placed in the water/sewer expansion fund. All sanitary capacity fee proceeds shall be placed in the sewer rehabilitation fund.

A.(2) Lots platted before January 1, 1970 shall pay the following fees. Lots platted before January 1, 1998 shall use these fees until January 1, 1999, then as in subsection (A)(1) of this section. Any lot split shall be considered a re-platting.

Single-Family	\$1,350 capacity user fee
Townhouse/ Condominium (per unit)	\$1,350 capacity user fee
Apartment Building (per unit)	\$1,350 capacity user fee
*Commercial and Industrial	\$1,350 capacity user fee minimum*

\*Capacity user fee to be determined by accepted engineering standards, by the sewer and water committee. It shall be adjusted upward if usage warrants, based on type of effluent and quantities. Any future expansion that significantly increases the water and sewer use

will be calculated in the same manner and an additional capacity user fee accessed by the committee.

The monies will be deposited in the Water and Sewer Expansion Fund to be used solely for capital expenditures of the Water and Sewer System. Expenditures to be determined by the city council.

- B. All properties connected to the city water system shall be metered through a water meter. All water meters are city property and will be maintained by city personnel. Electronic transmitters will be installed in all new construction at the cost of the property owner.
- C. Every property supplied by one supply line connected to the city water system and where there is a single unit of service or more than one unit of service as defined in Section 52.02 of this chapter shall be metered through individual meters for the purpose of billing and charges as provided in this chapter for service to such property. All meters will be in acceptable location determined by the city.

**SECTION 6. AMENDMENT TO SECTION 52.22 OF WILMINGTON CODE OF ORDINANCES.**

That Section 52.22 of Title V Chapter 52 of the Wilmington Code of Ordinances is hereby deleted and replaced by the following:

**52.22 - Water meters—Outside remote readers—Wiring and rates.**

- A. Installation of Water Meter. The city shall flush the service line before meters are installed. The water meter and electronic transmitter are to be installed by a plumbing contractor, City Public Works employee, and/or any authorized agent hired by the City. The water meter shall be installed in an accessible area for future maintenance.
- B. Reinspection Fee. If the rough inspection is not approved due to noncompliance with this section, a reinspection fee of \$80 shall be assessed for each subsequent inspection.
- C. [Appointment Required.] When replacement of a water meter, or electronic transmitter is necessary, the contractor or homeowner shall arrange an appointment with the city water department.

**SECTION 7: REPEALER**

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance shall be and the same are hereby repealed.

**SECTION 8: SEVERABILITY**

This Ordinance and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section



of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs, provisions and sections and parts of phrases, clauses, sentences, paragraph, provisions, and section not ruled void or unconstitutional shall continue in full force and effect.

**SECTION 9: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2019 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

Kevin Kirwin	_____	John Persic, Jr.	_____
Dennis Vice	_____	Floyd Combes	_____
Ben Dietz	_____	Lisa Butler	_____
Jake Tenn	_____	Frank Studer	_____

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Roy Strong, Mayor

Attest:

\_\_\_\_\_  
James W. Studer, City Clerk

# City of Wilmington

Check Register Meeting Date: July 16, 2019



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
0	7/16/2019	Deluxe Checks - Catfish Days	68.64
1001	7/16/2019	Coal Black Exotics	125.00
1002	7/16/2019	Eddie V Band	1,200.00
1003	7/16/2019	Laser Encore	3,250.00
1004	7/16/2019	James Orr	250.00
1005	7/16/2019	Debra Tennant	600.00
1006	7/16/2019	Mike Valentine	600.00
1007	7/16/2019	Vicky Ann Williams	600.00
1785	7/16/2019	Catfish Days Fund	10,378.00
0	7/12/2019	Payroll Sweep	76,169.51
0	7/12/2019	Wex Bank	2,901.88
0	7/12/2019	Misc Vendors	343.24
0	7/12/2019	Paycor	547.54
21188	7/16/2019	Air Gas USA, LLC	67.24
21189	7/16/2019	Allied Nursery, Inc.	798.00
21190	7/16/2019	Axon Enterprises, Inc.	8,775.00
21191	7/16/2019	Chattanooga Shooting Supplies, Inc.	385.22
21192	7/16/2019	Conrad Polygraph, Inc.	220.00
21193	7/16/2019	Constellation New Energy, Inc	6,292.56
21194	7/16/2019	D'Orazio Ford	751.18
21195	7/16/2019	Justin Dole	132.50
21196	7/16/2019	DTW Inc	1,611.71
21197	7/16/2019	Dynegy Energy Services	11,402.48
21198	7/16/2019	Fisher Auto Parts Inc	44.63
21199	7/16/2019	Florida Blue	155.90
21200	7/16/2019	Fort Dearborn Life Insurance	327.88
21201	7/16/2019	G W Communications	52.00
21202	7/16/2019	Grundy Supply	96.75
21203	7/16/2019	Heritage FS, Inc.	995.17
21204	7/16/2019	DS Waters of America Hinckley Springs	84.80
21205	7/16/2019	Jcm Uniforms	100.00
21206	7/16/2019	Joliet Asphalt LLC	815.25
21207	7/16/2019	Municipal Code Corporation	490.00
21208	7/16/2019	Orkin	8.55
21209	7/16/2019	P4 Secutity Solutions, LLC	775.00
21210	7/16/2019	Ray O Herron Inc	471.46
21211	7/16/2019	Rons Exhaust & Tire	214.95
21212	7/16/2019	Sistek Sales Inc	191.57
21213	7/16/2019	TA Operating, LLC	58.27
21214	7/16/2019	Waste Management Of II SW	851.14
21215	7/16/2019	WESCOM	18,419.48
21216	7/16/2019	Wilmington Coalition Healthy Comm.	4,762.55
TOTAL:			<u>156,385.05</u>
<b>Fund</b>	<b>2</b>	<b>Water Operating M &amp; R Fund</b>	
0	7/12/2019	Payroll Sweep	18,375.78
0	7/12/2019	Misc Vendors	67.97
0	7/12/2019	WEX Bank	350.01

0	7/12/2019	INB Bank	2.68
0	7/12/2019	IL Funds	685.36
10983	7/16/2019	Accela, Inc. #774375	409.00
10985	7/16/2019	Fort Dearborn Life Insurance	92.30
10988	7/16/2019	Mississippi Lime Company	5,259.09
10990	7/16/2019	PDC Labs Inc	557.25
10992	7/16/2019	Waste Management Of Il SW	38,603.06
TOTAL:			<u>64,402.50</u>

<b>Fund</b>	<b>4</b>	<b>Sewer Operating M &amp; R Fund</b>	
0	7/12/2019	Payroll Sweep	15,605.65
0	7/12/2019	WEX Bank	417.99
0	7/12/2019	INB Bank	2.69
0	7/12/2019	IL Funds	685.37
10983	7/16/2019	Accela, Inc. #774375	409.00
10984	7/16/2019	Alarm Detection Systems, Inc.	126.84
10985	7/16/2019	Fort Dearborn Life Insurance	74.37
10986	7/16/2019	Illinois Enviromental Protection Agency	15,000.00
10989	7/16/2019	Nestle Water North America	54.90
10991	7/16/2019	USA Blue Book	328.97
10992	7/16/2019	Waste Management Of Il SW	1,500.32
TOTAL:			<u>34,206.10</u>

<b>Fund</b>	<b>5</b>	<b>DFC Federal Grant Fund</b>	
0	7/12/2019	Better Business Planning Inc.	2,577.50
TOTAL:			<u>2,577.50</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	7/12/2019	WEX Bank	98.75
21215	7/16/2019	WESCOM	2,234.29
TOTAL:			<u>2,333.04</u>

<b>Fund</b>	<b>17</b>	<b>Water Capital Project Fund</b>	
10987	7/16/2019	Midwest Meter Inc	1,015.98
TOTAL:			<u>1,015.98</u>

<b>Fund</b>	<b>25</b>	<b>RidgePort TIF#2 Fund</b>	
1151	7/16/2019	G W Communications	1,597.20
TOTAL:			<u>1,597.20</u>
GRAND TOTAL:			<u>262,517.37</u>

_____ Dennis Vice	_____ Floyd Combes	_____ Jake Tenn
_____ John Persic, Jr.	_____ Kevin Kirwin	_____ Frank Studer
_____ Lisa Butler	_____ Ben Dietz	<b>Approved: July 16, 2019</b>

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

**GENERAL CORPORATE**

BUSINESS REGISTRATION FEE	30
ECONOMIC DEVELOPMENT FEE	598
CONTRACTOR'S REGISTRATION FEE	1,300
OPERATING LICENSES - MISC	125
LIQUOR LICENSES	-
OTHER MISC. REIMBURSEMENTS	15,080
OVERWEIGHT TRUCK PERMITS	1,760
HEALTH INSURANCE REIMBURSEMENTS	9,232
OTHER MISC. INCOME	1,217
DEVELOPERS REIMBURSEMENTS	65,421

**BUILDING**

BUILDING PERMIT FEES	2,560
BUILDING PERMIT INSPECTION FEES	1,780
PLANNING & ZONING FEE	-

**POLICE**

CLERK OF CIRCUIT COURT FINES	-
GRANTS	5,920
ORDINANCE/MISC FINES	6,469
IMPOUNDMENT FINES	250
K-9 DONATIONS	200

GENERAL CORPORATE TOTAL	111,942
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**WATER & SEWER**

WATER DIST SYSTEM TAP-ON FEES	-
WATER SYSTEM CAPACITY USER FEES	-
WATER METER PURCHASES	-
SEWER SYSTEM CAPACITY USER FEES	-
SEWER COLLECTION SYSTEM FEES	-
LATE FEES/PENALTIES	4,875
OTHER MISC. INCOME	4,675
OTHER REIMBURSEMENTS - W&S	1,519
UTILITY BILLING CASH RECEIPTS	309,191

WATER & SEWER TOTAL	320,260
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<b>TOTAL MONTHLY RECEIPTS:</b>	<b>432,202</b>
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General Ledger  
 Revenue vs. Expenses Summary

Fund	Description	YTD Balance Before Period	Revenues for Period	Expenses for Period	Year to Date Amount
01	General Corporate Fund	276,030.02	838,643.66	490,947.03	623,726.65
02	Water Operating M & R Fund	50,562.32	142,673.85	132,780.99	60,455.18
03	Sewer Capital Project Fund	92,874.04	93,563.40	5,073.00	181,364.44
04	Sewer Operating M & R Fund	(405,546.46)	93,192.94	81,205.33	(393,558.85)
05	DFC Federal Grant Fund	(5.97)	8,268.38	8,382.38	(119.97)
06	Motor Fuel Tax Fund	13,172.33	12,119.46	0.00	25,291.79
07	ESDA Fund	(8,036.93)	1,401.27	5,810.44	(12,446.10)
12	Debt Service Fund	7,929.15	64,064.40	0.00	71,993.55
17	Water Capital Project Fund	21,648.84	35,086.24	8,734.51	48,000.57
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	240.00	0.00	0.00	240.00
24	Capital Project Fund	(61,507.05)	1,310.57	0.00	(60,196.48)
25	RidgePort TIF#2 Fund	19.33	3,229,648.37	0.00	3,229,667.70
Report Totals:		(12,620.38)	4,519,972.54	732,933.68	3,774,418.48

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
01	General Corporate Fund					
	Property Tax Revenue	1,213,900.00	535,918.47	616,098.19	597,801.81	49.24
	Taxes-State Per Capita Revenue	705,000.00	51,612.57	180,382.34	524,617.66	74.41
	Tax Revenue - Other	1,157,600.00	98,394.31	201,061.88	956,538.12	82.63
	Utility Taxes	535,000.00	36,856.04	118,090.11	416,909.89	77.92
	License Fees	85,000.00	3,813.13	11,370.26	73,629.74	86.62
	Building Fees	87,000.00	4,340.00	14,535.00	72,465.00	83.29
	Franchise Fec	76,000.00	0.00	19,592.71	56,407.29	74.22
	Fines and Court Fees	130,000.00	6,718.90	21,560.35	108,439.65	83.41
	Revenue from Bonds/Loans	0.00	0.00	0.00	0.00	0.00
	Rental Income	500.00	75.00	150.00	350.00	70.00
	Interest Income	10,000.00	1,142.27	2,147.28	7,852.72	78.52
	Grants - State- Other	122,800.00	5,919.66	5,919.66	116,880.34	95.17
	Grants - Misc.	18,704.00	0.00	0.00	18,704.00	100.00
	Special Use Revenue	1,000.00	200.00	200.00	800.00	80.00
	Developer Reimbursements	368,000.00	65,420.69	193,106.26	174,893.74	47.52
	Other Reimbursements	20,000.00	15,080.28	17,418.52	2,581.48	12.90
	Employee Ins Reimb.	55,000.00	9,232.34	13,939.89	41,060.11	74.65
	Other Misc. Income	73,000.00	3,920.00	5,703.25	67,296.75	92.18
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	4,658,504.00	838,643.66	1,421,275.70	3,237,228.30	69.49
	Salary Expense	1,979,600.00	184,517.27	322,685.47	1,656,914.53	83.69
	Police Commission Exp	15,000.00	1,220.98	1,570.97	13,429.03	89.52
	Employee Health & Life Insuran	313,000.00	24,598.29	25,008.29	287,991.71	92.01
	Retired Empl Health Ins/Dental	113,000.00	8,758.40	10,194.40	102,805.60	90.97
	Oper Supplies and Tools	32,000.00	1,858.75	2,398.61	29,601.39	92.50
	Gasoline, Oil & Tolls	60,000.00	5,147.54	10,509.98	49,490.02	82.48
	Office Supplies	13,500.00	0.00	265.06	13,234.94	98.03
	Training Expenses & Mileage	27,000.00	521.40	4,660.47	22,339.53	82.73
	Property, Equip & Liability Ins	330,000.00	8,661.89	8,661.89	321,338.11	97.37
	Engineering Services	4,000.00	0.00	0.00	4,000.00	100.00
	Legal Services	77,000.00	4,355.00	4,555.00	72,445.00	94.08
	Notices/Legal Publications	5,800.00	105.60	105.60	5,694.40	98.17
	Consulting /Service Fees	125,100.00	0.00	0.00	125,100.00	100.00
	Other Professional Services	296,200.00	19,515.15	52,757.58	243,442.42	82.18
	Computer Maint. & Prog. Fees	48,300.00	977.50	8,463.38	39,836.62	82.47
	Dues, Subscrip. & Memberships	12,300.00	0.00	0.00	12,300.00	100.00
	Community Dev Expense	54,000.00	5,735.85	6,085.85	47,914.15	88.73
	Maintenance - Equipment	36,500.00	898.71	1,087.68	35,412.32	97.02
	Maintenance - Grounds/Building	134,500.00	1,930.27	5,952.07	128,547.93	95.57
	Vehicle Expenses	41,000.00	6,042.90	7,142.02	33,857.98	82.58
	Uniforms	21,000.00	2,867.08	3,790.90	17,209.10	81.94
	Rental of Equipment	10,000.00	0.00	0.00	10,000.00	100.00
	Utilities / Telephone Services	146,000.00	10,753.60	13,498.33	132,501.67	90.75

General Ledger  
Revenue vs. Expenditure By Fund

City of Wilmington  
User: kim

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Misc	104,750.00	0.00	124.28	104,625.72	99.88
	Other Capital Projects	115,000.00	0.00	0.00	115,000.00	100.00
	Expensed Equipment	7,300.00	0.00	0.00	7,300.00	100.00
	Leased Equipment	107,600.00	2,338.82	70,555.92	37,044.08	34.42
	Capital Equipment Purchases	70,500.00	0.00	0.00	70,500.00	100.00
	Transfers to Other Funds	47,500.00	0.00	0.00	47,500.00	100.00
	K-9 Program	2,000.00	105.97	345.37	1,654.63	82.73
	Payroll Tax/Pension Expenses	640,830.00	200,036.06	237,129.93	403,700.07	62.99
	EXPENSES Totals:	4,990,280.00	490,947.03	797,549.05	4,192,730.95	84.01
01	Totals:	(331,776.00)*	347,696.63*	623,726.65*	(955,502.65)*	287.99*
02	Water Operating M & R Fund					
	Garbage Collection Fees	485,000.00	38,969.91	77,594.87	407,405.13	84.00
	Utility Usage Fees	1,080,180.00	102,107.10	198,889.32	881,290.68	81.58
	Utility Base/DS Fees	0.00	0.00	0.00	0.00	0.00
	Meter Fees	10,000.00	0.00	350.00	9,650.00	96.50
	Utility Capacity Fees	5,000.00	0.00	0.00	5,000.00	100.00
	Interest Income	5,000.00	546.50	961.33	4,038.67	80.77
	Other Reimbursements	10,000.00	1,000.34	1,954.14	8,045.86	80.45
	Other Misc. Income	5,000.00	50.00	100.00	4,900.00	98.00
	Transfers From Other Funds	150,000.00	0.00	0.00	150,000.00	100.00
	REVENUE Totals:	1,750,180.00	142,673.85	279,849.66	1,470,330.34	84.01
	Salary Expense	495,000.00	36,767.20	69,936.14	425,063.86	85.87
	Employee Health & Life Insuran	100,000.00	7,910.25	7,910.25	92,089.75	92.09
	Oper Supplies and Tools	12,000.00	739.66	858.16	11,141.84	92.84
	Gasoline, Oil & Tolls	10,000.00	322.84	686.60	9,313.40	93.13
	Office Supplies	14,000.00	1,054.00	1,602.25	12,397.75	88.55
	Training Expenses & Mileage	5,000.00	100.00	100.00	4,900.00	98.00
	Property, Equip & Liability Ins	121,000.00	2,010.22	2,010.22	118,989.78	98.33
	Legal Services	3,000.00	0.00	0.00	3,000.00	100.00
	Notices/Legal Publications	1,500.00	79.20	79.20	1,420.80	94.72
	Consulting /Service Fees	9,000.00	772.30	1,482.53	7,517.47	83.52
	Other Professional Services	31,000.00	2,028.25	4,076.75	26,923.25	86.84
	Computer Maint. & Prog. Fees	15,000.00	408.00	4,613.65	10,386.35	69.24
	Dues, Subscrip. & Memberships	2,000.00	245.60	245.60	1,754.40	87.72
	Maintenance - Equipment	79,000.00	14,879.20	15,304.20	63,695.80	80.62
	Maintenance - Grounds/Building	47,000.00	1,465.59	1,803.87	45,196.13	96.16
	Vehicle Expenses	2,500.00	0.00	0.00	2,500.00	100.00
	Uniforms	3,000.00	476.36	476.36	2,523.64	84.12
	Rental of Equipment	8,000.00	0.00	0.00	8,000.00	100.00
	Utilities / Telephone Services	87,000.00	5,755.61	7,018.43	79,981.57	91.93
	Debt Service Bond Pymts	71,800.00	0.00	1,393.79	70,406.21	98.05

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Misc	12,500.00	0.00	0.00	12,500.00	100.00
	Expensed Equipment	2,500.00	0.00	0.00	2,500.00	100.00
	Leased Equipment	33,000.00	94.57	189.14	32,810.86	99.42
	Capital Equipment Purchases	12,000.00	0.00	257.79	11,742.21	97.85
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Chemical Treatment, Disposal	146,000.00	11,302.11	12,503.04	133,496.96	91.43
	Garbage Disposal Fee	485,000.00	38,603.06	76,393.07	408,606.93	84.24
	Payroll Tax/Pension Expenses	93,500.00	7,766.97	10,453.44	83,046.56	88.82
	EXPENSES Totals:	1,901,300.00	132,780.99	219,394.48	1,681,905.52	88.46
02	Totals:	(151,120.00)*	9,892.86*	60,455.18*	(211,575.18)*	140.00*
03	Sewer Capital Project Fund					
	Utility Usage Fees	43,000.00	4,042.10	7,000.16	35,999.84	83.72
	Utility Base/DS Fees	1,064,000.00	87,674.32	174,851.34	889,148.66	83.56
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp, Fees (TAP)	7,000.00	0.00	0.00	7,000.00	100.00
	Revenue from Bonds/Loans	945,000.00	0.00	0.00	945,000.00	100.00
	Rental Income	6,600.00	550.00	1,100.00	5,500.00	83.33
	Interest Income	15,000.00	1,296.98	3,485.94	11,514.06	76.76
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	2,080,600.00	93,563.40	186,437.44	1,894,162.56	91.03
	Salary Expense	0.00	0.00	0.00	0.00	0.00
	Engineering Services	65,000.00	5,073.00	5,073.00	59,927.00	92.19
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Other Professional Services	2,000.00	0.00	0.00	2,000.00	100.00
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Other Capital Projects	1,017,000.00	0.00	0.00	1,017,000.00	100.00
	Capital Equipment Purchases	40,000.00	0.00	0.00	40,000.00	100.00
	Construction Projects	50,000.00	0.00	0.00	50,000.00	100.00
	Transfers to Other Funds	903,000.00	0.00	0.00	903,000.00	100.00
	EXPENSES Totals:	2,099,000.00	5,073.00	5,073.00	2,093,927.00	99.75
03	Totals:	(18,400.00)*	88,490.40*	181,364.44*	(199,764.44)*	1,085.67*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	963,900.00	92,673.81	182,768.84	781,131.16	81.03
	Utility Base/DS Fees	0.00	0.00	0.00	0.00	0.00
	Utility Capacity Fees	16,000.00	0.00	0.00	16,000.00	100.00
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	17,000.00	519.13	991.73	16,008.27	94.16



Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Other Misc. Income	1,000.00	0.00	50.00	950.00	95.00
	Transfers From Other Funds	903,000.00	0.00	0.00	903,000.00	100.00
	REVENUE Totals:	1,900,900.00	93,192.94	183,810.57	1,717,089.43	90.33
	Salary Expense	408,000.00	30,227.54	60,108.92	347,891.08	85.26
	Employee Health & Life Insuran	65,000.00	4,741.13	4,996.13	60,003.87	92.31
	Oper Supplies and Tools	17,000.00	1,832.25	3,145.74	13,854.26	81.49
	Gasoline, Oil & Tolls	9,000.00	541.96	791.19	8,208.81	91.20
	Office Supplies	15,000.00	1,054.00	1,602.25	13,397.75	89.31
	Training Expenses & Mileage	7,800.00	285.00	800.55	6,999.45	89.73
	Property, Equip & Liability Ins	105,000.00	1,604.89	1,604.89	103,395.11	98.47
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	1,000.00	0.00	0.00	1,000.00	100.00
	Notices/Legal Publications	800.00	0.00	0.00	800.00	100.00
	Consulting /Service Fees	9,000.00	772.32	1,482.52	7,517.48	83.52
	Other Professional Services	30,000.00	0.00	0.00	30,000.00	100.00
	Computer Maint. & Prog. Fees	16,000.00	408.00	4,613.65	11,386.35	71.16
	Dues, Subscrip. & Memberships	1,500.00	300.00	300.00	1,200.00	80.00
	Maintenance - Equipment	59,500.00	3,101.60	5,626.51	53,873.49	90.54
	Maintenance - Grounds/Building	43,000.00	3,016.79	3,016.79	39,983.21	92.98
	Vehicle Expenses	6,500.00	0.00	0.00	6,500.00	100.00
	Uniforms	3,500.00	263.25	263.25	3,236.75	92.47
	Rental of Equipment	8,000.00	0.00	0.00	8,000.00	100.00
	Utilities / Telephone Services	111,500.00	9,153.05	9,153.05	102,346.95	91.79
	Debt Service Bond Pymts	904,000.00	0.00	451,056.86	452,943.14	50.10
	Misc	21,000.00	0.00	0.00	21,000.00	100.00
	Expensed Equipment	2,000.00	0.00	0.00	2,000.00	100.00
	Leased Equipment	3,000.00	94.57	189.14	2,810.86	93.69
	Capital Equipment Purchases	7,000.00	0.00	257.79	6,742.21	96.31
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Chemical Treatment, Disposal	95,000.00	17,267.05	19,354.12	75,645.88	79.62
	Payroll Tax/Pension Expenses	79,000.00	6,541.93	9,006.07	69,993.93	88.60
	EXPENSES Totals:	2,033,100.00	81,205.33	577,369.42	1,455,730.58	71.60
	04 Totals:	(132,200.00)*	11,987.61*	(393,558.85)*	261,358.85*	(197.70)*
05	DFC Federal Grant Fund	185,000.00	8,268.38	21,481.47	163,518.53	88.38
	Grants - Federal	185,000.00	8,268.38	21,481.47	163,518.53	88.38
	REVENUE Totals:					
	Misc	185,000.00	8,382.38	21,601.44	163,398.56	88.32
	EXPENSES Totals:	185,000.00	8,382.38	21,601.44	163,398.56	88.32

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	05 Totals:	0.00*	(114.00)*	(119.97)*	119.97*	0.00*
06	Motor Fuel Tax Fund					
	Taxes-State Per Capita Revenue	148,000.00	11,611.10	24,280.93	123,719.07	83.59
	Interest Income	5,000.00	508.36	1,010.86	3,989.14	79.78
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	158,000.00	12,119.46	25,291.79	132,708.21	83.99
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Road Construction Projects	5,000.00	0.00	0.00	5,000.00	100.00
	Road Repair Materials	45,000.00	0.00	0.00	45,000.00	100.00
	EXPENSES Totals:	55,000.00	0.00	0.00	55,000.00	100.00
	06 Totals:	103,000.00*	12,119.46*	25,291.79*	77,708.21*	75.44*
07	ESDA Fund					
	Property Tax Revenue	3,000.00	1,401.27	1,610.03	1,389.97	46.33
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Grants - State- Other	6,000.00	0.00	0.00	6,000.00	100.00
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	500.00	0.00	0.00	500.00	100.00
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	Transfers From Other Funds	40,000.00	0.00	0.00	40,000.00	100.00
	REVENUE Totals:	54,500.00	1,401.27	1,610.03	52,889.97	97.04
	Salary Expense	9,000.00	0.00	2,250.00	6,750.00	75.00
	Oper Supplies and Tools	10,000.00	411.45	1,559.45	8,440.55	84.40
	Gasoline, Oil & Tolls	4,000.00	217.21	439.47	3,560.53	89.01
	Office Supplies	950.00	0.00	0.00	950.00	100.00
	Training Expenses & Mileage	3,000.00	0.00	0.00	3,000.00	100.00
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	4,000.00	29.55	88.65	3,911.35	97.78
	Dues, Subscrip. & Memberships	1,700.00	0.00	83.95	1,616.05	95.06
	Maintenance - Equipment	5,500.00	0.00	0.00	5,500.00	100.00
	Vehicle Expenses	4,000.00	124.98	124.98	3,875.02	96.87
	Utilities / Telephone Services	12,000.00	1,017.24	1,849.60	10,150.40	84.58
	Misc	6,500.00	0.00	0.00	6,500.00	100.00
	Expensed Equipment	1,500.00	0.00	0.00	1,500.00	100.00
	Leased Equipment	23,000.00	1,825.01	5,475.03	17,524.97	76.19
	Capital Equipment Purchases	10,000.00	2,185.00	2,185.00	7,815.00	78.15
	Transfers to Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	EXPENSES Totals:	100,350.00	5,810.44	14,056.13	86,293.87	85.99

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	07 Totals:	(45,850.00)*	(4,409.17)*	(12,446.10)*	(33,403.90)*	72.85*
12	Debt Service Fund					
	Property Tax Revenue	146,067.00	61,344.79	70,483.80	75,583.20	51.74
	Deer Ridge SSA Repayments	34,000.00	2,385.46	4,770.92	29,229.08	85.96
	Revenue from Bonds/Loans	140,000.00	0.00	0.00	140,000.00	100.00
	Interest Income	2,500.00	334.15	638.83	1,861.17	74.44
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	6,800.00	0.00	0.00	6,800.00	100.00
	REVENUE Totals:	329,367.00	64,064.40	75,893.55	253,473.45	76.95
	Consulting /Service Fees	6,000.00	0.00	0.00	6,000.00	100.00
	Debt Service Bond Pymts	299,900.00	0.00	3,900.00	296,000.00	98.70
	Misc	6,000.00	0.00	0.00	6,000.00	100.00
	Transfers to Other Funds	10,000.00	0.00	0.00	10,000.00	100.00
	EXPENSES Totals:	321,900.00	0.00	3,900.00	318,000.00	98.78
	12 Totals:	7,467.00*	64,064.40*	71,993.55*	(64,526.55)*	(864.15)*
17	Water Capital Project Fund					
	Utility Usage Fees	40,000.00	3,691.29	6,303.47	33,696.53	84.24
	Utility Base/DS Fees	280,500.00	22,611.11	45,135.92	235,364.08	83.90
	Meter Replacement Fees	78,030.00	6,552.33	13,075.12	64,954.88	83.24
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp. Fees (TAP)	5,000.00	0.00	0.00	5,000.00	100.00
	Revenue from Bonds/Loans	805,000.00	0.00	0.00	805,000.00	100.00
	Rental Income	6,600.00	550.00	1,100.00	5,500.00	83.33
	Interest Income	10,000.00	1,681.51	3,482.72	6,517.28	65.17
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	1,225,130.00	35,086.24	69,097.23	1,156,032.77	94.36
	Salary Expense	0.00	0.00	0.00	0.00	0.00
	Legal Services	5,000.00	0.00	0.00	5,000.00	100.00
	Consulting /Service Fees	40,000.00	0.00	0.00	40,000.00	100.00
	Other Professional Services	0.00	0.00	0.00	0.00	0.00
	Maintenance - Equipment	141,000.00	8,734.51	21,096.66	119,903.34	85.03
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	913,000.00	0.00	0.00	913,000.00	100.00
	Capital Equipment Purchases	14,000.00	0.00	0.00	14,000.00	100.00
	Transfers to Other Funds	150,000.00	0.00	0.00	150,000.00	100.00
	EXPENSES Totals:	1,273,000.00	8,734.51	21,096.66	1,251,903.34	98.34

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
17	Totals:	(47,870.00)*	26,351.73*	48,000.57*	(95,870.57)*	200.27*
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
	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	4,000.00	0.00	240.00	3,760.00	94.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	4,000.00	0.00	240.00	3,760.00	94.00
	MEF FUND Purchases	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	0.00	0.00	0.00	0.00	0.00
	21 Totals:	4,000.00*	0.00*	240.00*	3,760.00*	94.00*
24	Capital Project Fund					
	Revenue from Bonds/Loans	0.00	0.00	0.00	0.00	0.00
	Interest Income	3,000.00	650.16	1,417.64	1,582.36	52.74
	Grants- State IDOT/EDP	3,281,600.00	0.00	46,882.58	3,234,717.42	98.57
	Grants - State- Other	0.00	0.00	0.00	0.00	0.00
	Grants - Misc.	101,500.00	0.00	0.00	101,500.00	100.00
	Developer Reimbursements	301,000.00	0.00	0.00	301,000.00	100.00
	Other Reimbursements	331,000.00	660.41	660.41	330,339.59	99.80
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	10,000.00	0.00	0.00	10,000.00	100.00
	REVENUE Totals:	4,028,100.00	1,310.57	48,960.63	3,979,139.37	98.78
	Consulting /Service Fees	500.00	0.00	0.00	500.00	100.00
	Other Professional Services	40,000.00	0.00	0.00	40,000.00	100.00
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	391,000.00	0.00	40,000.00	351,000.00	89.77
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	3,866,000.00	0.00	69,157.11	3,796,842.89	98.21

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Bridge Cap Projects	73,000.00	0.00	0.00	73,000.00	100.00
	EXPENSES Totals:	4,380,500.00	0.00	109,157.11	4,271,342.89	97.50
24	Totals:	(352,400.00)*	1,310.57*	(60,196.48)*	(292,203.52)*	82.91*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	6,700,000.00	3,227,326.16	3,227,326.16	3,472,673.84	51.83
	Interest Income	16,000.00	2,322.21	2,341.54	13,658.46	85.36
	REVENUE Totals:	6,716,000.00	3,229,648.37	3,229,667.70	3,486,332.30	51.91
	Other Professional Services	70,000.00	0.00	0.00	70,000.00	100.00
	Community Dev Expense	6,662,000.00	0.00	0.00	6,662,000.00	100.00
	EXPENSES Totals:	6,732,000.00	0.00	0.00	6,732,000.00	100.00
25	Totals:	(16,000.00)*	3,229,648.37*	3,229,667.70*	(3,245,667.70)*	20,285.42*
	REVENUE TOTAL	23,090,281.00**	4,519,972.54**	5,543,615.77**		
	EXPENSE TOTAL	24,102,430.00**	732,933.68**	1,769,197.29**		
	GRAND TOTAL	(1,012,149.00)**	3,787,038.86**	3,774,418.48**		

**ORDINANCE NO. 19-07-16-01**

**AN ORDINANCE APPROVING CERTAIN TECHNICAL CHANGES TO  
THE PROPOSED REDEVELOPMENT PLAN AND PROJECT DOCUMENT  
FOR THE CITY OF WILMINGTON RIDGEPORT LOGISTICS CENTER  
INTERMODAL FACILITY TERMINAL AREA (TIF DISTRICT NO. 2)  
PURSUANT TO 65 ILCS 5/11-74.4-5(a)**

**WHEREAS**, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the “TIF Act”) and Ordinance Numbers 10-05-04-06, 10-05-04-07, and 10-05-04-08, adopted May 18, 2010, as supplemented by Ordinance Numbers 14-09-02-02, 14-09-02-03, and 14-09-02-04, adopted September 2, 2014, and as supplemented by Ordinance Number 17-01-03-01, adopted January 3, 2017 (collectively the “TIF Ordinances”), the City of Wilmington (the “City”) approved and amended a tax increment redevelopment plan and project (as amended, the “TIF Plan”), designated and amended the tax increment redevelopment project area (as amended, the “Redevelopment Project Area”), and adopted tax increment financing relative to the City's Ridgeport Logistics Center Intermodal Facility Terminal Area (TIF District No. 2) (the “Ridgeport TIF District”); and

**WHEREAS**, on April 16, 2019, the City announced the availability of the draft further amended redevelopment plan and project for the Ridgeport TIF District (the “TIF Plan Amendment”), with said TIF Plan Amendment containing an eligibility study for the Ridgeport TIF District, addressing the tax increment financing eligibility of the area proposed for designation as the redevelopment project area for the Ridgeport TIF District; and

**WHEREAS**, 65 ILCS 5/11-74.4-5(a) provides in pertinent part as follows, relative to changes to the draft TIF Plan Amendment document:

“At the public hearing or at any time prior to the adoption by the municipality of an ordinance approving a redevelopment plan, the municipality may make changes in the redevelopment plan. \* \* \* Changes which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, ... , and by publication in a newspaper of general circulation within the affected taxing district. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes.”

; and

**WHEREAS**, the following technical changes need to be made to the TIF Plan Amendment prior to its approval by Ordinance by the Mayor and City Council of the City:

1. **Cover Page:** The date of the TIF Plan Amendment has been updated to indicate “Updated with 2018 EAV Data May 22, 2019.”
2. **Page i:** The names of the newly elected officials, Alderman Ben Dietz, Alderman Jake Tenn and Clerk James Studer, have been added, and the names of the elected officials no longer serving in office have been removed.
3. **Page 23, Section IV.B.: Exhibit C** has been updated to provide as follows, with regard to Equalized Assessed Value (“EAV”) trends with 2018 EAVs:

Exhibit C  
 EAV Trends (2012-2018)  
 Properties Added to Ridgeport Logistics Center Intermodal Terminal Facility Area

	EAV 2012	EAV 2018	Change	Percent	Annual Percent Rate
Properties Added to Ridgeport	\$ 1,117,295	\$ 1,062,756	\$ (54,539)	-4.9%	-1.0%
CPI*	229.594	245.12	15.526	6.8%	1.3%

\* Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics.

4. **Page 27, Section IV.H.1.** The most recent total EAV for the properties to be added to the amended Redevelopment Project Area for the TIF District has been updated to be \$1,062,756.
5. **Page 27, Section IV.H.2.** The total EAV of the parcels to be removed from the amended Redevelopment Project Area has been updated to \$21.
6. **Attachment B:** The list of parcels, owners and EAVs of properties to be added to the amended Redevelopment Project Area have been updated with 2018 EAVs and ownership information, on the following page.



**List of *Parcels*, Owners and 2018 EAV for Properties to be *Added* to the  
Ridgeport Logistics Center Intermodal Terminal Facility Area  
(Wilmington TIF No. 2)**

Map No.	County PIN	Acres <sup>1</sup>	Owner <sup>1</sup>	Mailing Address <sup>1</sup>	City, State & Zip Code <sup>1</sup>	2018 EAV <sup>1</sup>
A-01	03-17-21-100-025-0000	62.96	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 40,590
A-02	03-17-21-100-028-0000		ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	Added as part of 2016 Plan Amendment approved by Ord. 17-01-03-01 (added to TIF No. 2 in 2017 tax year)		
A-03	03-17-21-100-027-0000		ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	Added as part of 2016 Plan Amendment approved by Ord. 17-01-03-01 (added to TIF No. 2 in 2017 tax year)		
A-04	03-17-21-100-022-0000	2.04	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 51,700
A-05	03-17-21-100-032-0000	2.50	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 30,023
A-06	03-17-21-100-031-0000	2.50	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 37,888
A-07	03-17-21-100-034-0000	4.05	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 73,573
A-08	03-17-21-100-035-0000	2.58	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 55,692
A-09	03-17-21-100-023-0000	2.65	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 64,443
A-10	03-17-21-100-024-0000	2.36	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 28,694
A-11	03-17-21-100-020-0000	5.00	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 12,052
A-12	03-17-21-100-029-0000	1.02	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 63,172
A-13	03-17-21-100-030-0000	1.39	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 16,617
A-14	03-17-21-100-006-0000	0.22	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 14,228
A-15	03-17-21-100-007-0000	0.20	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 24,181
A-16	03-17-21-100-011-0000	0.50	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 22,142
A-17	03-17-21-100-012-0000	0.54	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 41,419
A-18	03-17-21-200-002-0000	0.50	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 28,536
A-19	03-17-21-200-011-0000	5.06	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 16,484
A-20	03-17-21-200-007-0000	5.00	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 60,470
A-21	03-17-21-200-009-0000	5.00	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 82,317
A-22	03-17-21-200-010-0000	5.00	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 515
A-23	Intentionally blank (removed from map and not part of TIF Area)					
A-24	03-17-21-300-012-0000	5.08	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 16,484
A-25	03-17-21-300-014-0000	3.50	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 16,484
A-26	Intentionally blank (removed from map and not part of TIF Area)					
A-27	03-17-21-300-013-0000	3.50	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 102,890
A-28	03-17-21-300-019-0000	3.50	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 85,195
A-29	03-17-21-300-020-0000	1.75	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 5,923
A-30	03-17-21-300-022-0000	1.75	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 5,923
A-31	03-17-21-300-021-0000	3.50	ADAR RPLL, LLC c/o Elion Partners / J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 65,121
<b>TOTAL</b>		<b>133.65</b>				<b>\$ 1,062,756</b>

<sup>1</sup> Source: Will County Assessor website for 2018 tax year. Updated 5/22/2019 and 6/28/2019.

<sup>2</sup> EAV after exemptions, if any.

7. **Attachment C:** The list of parcels, owners and EAVs of properties to be removed from the amended Redevelopment Project Area have been updated with 2018 EAVs and ownership information, as follows:

**List of *Parcels*, Owners and Base EAV for Properties to be *Removed* from the  
Ridgeport Logistics Center Intermodal Terminal Facility Area  
(Wilmington TIF No. 2)**

Parcel Map No.	County PIN	Acre <sup>1</sup>	Owner <sup>1</sup>	Mailing Address <sup>1</sup>	City, State & Zip Code <sup>1</sup>	TIF Base EAV <sup>1</sup>
R-01	03-17-16-402-002-0000	-18.51	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ -
R-02	03-17-17-201-002-0010	-5.02	Batory Real Estate Holding, LLC Attn Alan Kessler	10255 W. Higgins Rd., STE 500	Rosemont, IL 60018	\$ -
R-03	03-17-17-201-001-0000	-1.73	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ -
R-04	03-17-17-201-002-0020	-2.46	Batory Real Estate Holding, LLC	10255 W. Higgins Rd., STE 500	Rosemont, IL 60018	\$ -
R-05	03-17-17-201-003-0000	-1.61	Batory Real Estate Holding, LLC	10255 W. Higgins Rd., STE 500	Rosemont, IL 60018	\$ -
R-06	03-17-16-103-002-0010	-15.86	Ridge Logistics Park I, LLC	225 W Washington St. STE 1550	Chicago, IL 60611	\$ -
R-07	03-17-16-303-003-0000	-3.83	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ -
R-08	03-17-16-303-002-000	-4.61	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2876 NE 191st St. Ste. 800	Aventura, FL 33181	\$ -
R-09	03-17-16-400-012-0020	-5.26	Adar Ridgeport Ind. Prtnrs., LLC c/o Elion Partners/J. Deangulo	2875 NE 191st St. Ste. 800	Aventura, FL 33180	\$ 21
<b>TOTAL</b>		<b>-58.89</b>				<b>\$ 21</b>

<sup>1</sup>Source: Will County Treasurer data for 2018 tax year. Updated 6/28/2019.

(collectively the “TIF Plan Changes”); and

**WHEREAS**, the TIF Plan Changes were announced at the public hearing held by the Mayor and City Council of the City on July 16, 2019;

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

**SECTION 1:** That the TIF Plan Changes are hereby approved, and the TIF Plan Amendment shall be so revised prior to formal adoption of the TIF Plan Amendment by Ordinance.

**SECTION 2:** That notice of the TIF Plan Changes shall be provided by publication and by mail as provided for in 65 ILCS 5/11-74.4-5(a), with a copy of the final TIF Plan

Amendment to accompany the notices that are mailed to the taxing districts that will be affected by the Ridgeport TIF District.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption and approval, as provided by law.

**SECTION 4:** That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 5:** That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED this 16<sup>th</sup> day of July, 2019 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

Kevin Kirwin	_____	John Persic, Jr.	_____
Dennis Vice	_____	Floyd Combes	_____
Ben Dietz	_____	Lisa Butler	_____
Jake Tenn	_____	Frank Studer	_____

Approved this 16<sup>th</sup> day of July, 2019

\_\_\_\_\_  
Roy Strong, Mayor

Attest:

\_\_\_\_\_  
James W. Studer, City Clerk

**RESOLUTION NO. 2019-04**

**A RESOLUTION TO AUTHORIZE THE CITY OF WILMINGTON TO EXECUTE AND ENTER INTO A CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT WITH AZAVAR AUDIT SOLUTIONS**

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

**WHEREAS**, under Article VIII Section 1(a) of the Illinois Constitution, the City is authorized to enter into service contracts for a valid public purpose; and

**WHEREAS**, Azavar Audit Solutions provides an audit service to units of local government by, on behalf of the City, doing the following: separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers; and

**WHEREAS**, Azavar’s audits will determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the City that were not properly attributed to the City or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the City not previously counted so that City can collect these past, present, and future monies; and

**WHEREAS**, the City hereby finds that it is a public purpose and is in the best interest of the City and its citizens to enter into the CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) with Azavar Audit Solutions attached hereto as Exhibit A.

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

**SECTION 1. AUTHORIZATION AND EXECUTION**

The Mayor is hereby authorized and directed to sign and the City Clerk is hereby directed to attest to the CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) attached hereto as Exhibit A.

**SECTION 2. SEVERABILITY**

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

**SECTION 3. REPEALER**

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

**SECTION 4. EFFECTIVE DATE**

This Resolution shall become in full force and effective upon its passage, approval and publication in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2019 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr.

Kevin Kirwin

Dennis Vice \_\_\_\_\_

Floyd Combes \_\_\_\_\_

Ben Dietz \_\_\_\_\_

Lisa Butler \_\_\_\_\_

Jake Tenn \_\_\_\_\_

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Roy Strong, Mayor

Attest:

\_\_\_\_\_  
James Studer, City Clerk

## CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Wilmington, an Illinois Municipal corporation, having its principal place of business at 1165 South Water Street Wilmington, Illinois 60481 (“Customer”).

### 1. **SCOPE OF SERVICES**

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers (“Providers”) on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer (“Findings”). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to

Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. This Agreement does not require that Customer implement any or all Findings. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this , including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. As further clarification, Findings are not compensable upon implementation. Findings are only compensable once implemented and Customer receives payment from such implemented Findings. Customer agrees to review any Findings within thirty (30) days.

- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar's prior written consent.
- (d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.
- (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
- (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;
- (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and



reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.**

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall use best efforts to assist Azavar in obtaining information needed from Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. **PAYMENT TERMS.**

- 3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty- six (36) months at the contingency fee rates set forth below.
- 3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.
- 3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any

refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 To the extent that any payment is due to Azavar after April 30, 2021 (the "Illinois Date"), this Section 3.4 shall apply:

- (a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.
- (b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until sixty (60) days following the Illinois Date.
- (c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert those that would have applied in the absence of this Section 3.4.
- (d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date and has not paid the bill that was due on or before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.
- (e) Both Azavar and Customer agree that neither party is admitting or acknowledging that 65 ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement.

#### 4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

#### 5. **INTELLECTUAL PROPERTY**

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.**

7. **TERMINATION**

7.1 This Agreement shall be effective upon execution by both parties and shall remain in effect for a period of sixty (60) months thereafter (the "Initial Term"). This Agreement shall automatically renew on an annual basis (the "Renewal Terms") each year and shall continue thereafter until terminated by Customer or Azavar. Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES**. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

<u>If to Azavar</u>	<u>If to Customer</u>
General Counsel Azavar Audit Solutions, Inc. 55 East Jackson Boulevard, Suite 2100 Chicago, Illinois 60604	Mahoney, Silverman & Cross City of Wilmington Attorney 822 129 <sup>th</sup> Infantry Dr., Suite 100 Joliet, Illinois 60435

and

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

9. **ASSIGNMENT**. Neither party may assign this Agreement nor any of its rights hereunder, unless thirty (30) days written notice is provided to the other party hereto notifying them

of such assignment and requesting written consent of the other party hereto. Without prior notice provided or without obtaining written consent of the other party hereto, this Agreement shall be considered terminated.

10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar’s use of Customer’s name in Azavar’s marketing materials; provided, however, that Customer’s name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
  
11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.**

**AZAVAR AUDIT SOLUTIONS, INC.,**

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Signature                      Title                      Date

**CITY OF WILMINGTON, ILLINOIS,**  
**An Illinois Municipal Corporation,**  
**“Customer”**

---

Roy Strong, Mayor    Date