



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

**Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
August 17th, 2021
7:00 p.m.**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call by City Clerk**

Kevin Kirwin	Ryan Jeffries
Dennis Vice	Ryan Knight
Leslie Allred	Jonathan Mietzner
Todd Holmes	Thomas Smith
- 4. Approval of the Previous Regular City Council Meeting Minutes**
- 5. Mayor's Report**
- 6. Public Comment** *(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*
- 7. Planning & Zoning Commission**
The next meeting is scheduled for September 2nd, 2021 at 5:00 pm.
- 8. Committee of the Whole Reports**
 - A. Police & ESDA**
Co-Chairs – Jonathan Mietzner and Leslie Allred
 1. Approve Ordinance 21-08-17-01 – IGA for the Placement of License Plate Reading Cameras Located on Will County Highways

*Posting Date:
08/13/2021 TK*

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

1. Approve Ordinance 21-08-17-02 – Amending the Regulation of and Application for Small Wireless Facilities

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

1. Approve Ordinance 21-08-17-03 – Authorizing Kayak Launch Project on North Island with Forest Preserve of Will County

E. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

1. Approve Ordinance 21-08-17-04 – Authorizing an Agreement between the City of Wilmington and Willett Hoffman & Associates Inc. for 2021 Overweight Load Permitting Consulting Services
2. Approve Brieser Construction Quote for Water Plant Building in the amount not to exceed \$434,010
3. Approve Quote for Sealcoating at the Water Reclamation Plant

F. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

1. Approve Hire for Public Works Department Street Crew 1 Laborer

The next scheduled Committee of the Whole meeting is Tuesday, Sept. 14, 2021 at 5:30 p.m.

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

1. Approve Estoppel for Elion Logistics Park 55
2. Approve the Accounting Reports as Presented by the Finance Director

The next scheduled meeting is Tuesday, September 21st, 2021 at 6:30 p.m.

9. Attorney & Staff Reports

10. Executive Session

1. Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington (5 ILCS 120/2(c)(1))
2. Collective negotiating matters between the City of Wilmington (public body) and its employees (5 ILCS 120/2(c)(2))
3. Matters of Land Acquisition [2(c)(5) and 2(c)(6)]

11. Action Following Executive Session

12. Adjournment

The next regular City Council meeting is Tuesday, September 7th, 2021 at 7:00 p.m.

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
August 3rd, 2021**

Call to Order

The Regular Meeting of the Wilmington City Council on August 3rd, 2021 was called to order at 7:00 p.m. by Mayor Dietz in the Council Chamber 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 Kirwin, Knight, Jeffries, Vice, Mietzner, Holmes, Smith

Alderman Absent Allred

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 Deputy City Clerk Tessa Krusinski and Attorney George Mahoney.

Approval of the Previous Regular City Council Meeting

Alderman Kirwin made a motion and Alderman Jeffries seconded to approve the previous meeting minutes with the necessary changes and have them placed on file.

Upon roll call, the vote was:

AYES: 7 Kirwin, Knight, Jeffries, Vice, Mietzner, Holmes, Smith

NAYS: 0

ABSENT: 1 Allred

The motion carried.

Mayor’s Report

Mayor Dietz reminded the Aldermen that there will be a tour of the Waste Water Treatment Plant on Thursday at 10:30 AM. He announced that there will be an IDNR meeting to discuss the dam on September 9th. Mayor Dietz thanked everyone who was involved in Catfish Days.

Public Comment

Steve Evans asked about the old Flower Loft property and the tall weeds growing.

Marty Orr said that Catfish Days was very successful and issued a thank you to Sherri Michaels, ESDA, Austin Tyler, and all the not for profits that helped.

Planning & Zoning Commission

The next meeting scheduled for Thursday, July 8th, 2021 at 5:00 p.m is cancelled.

Committee of the Whole Reports

A. Police & ESDA

Co-Chairs – Jonathan Mietzner and Leslie Allred

Nothing to report.

B. Ordinance & License

Co-Chairs – Kevin Kirwin and Ryan Knight

Nothing to report.

C. Buildings, Grounds, Parks, Health & Safety

Co-Chairs – Ryan Jeffries and Thomas Smith

Nothing to report.

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

Nothing to report.

E. Personnel & Collective Bargaining

Co-Chairs – Jonathan Mietzner and Todd Holmes

Nothing to report.

The next scheduled Committee of the Whole Meeting is Tuesday, July 13th, 2021 at 5:30 pm.

F. Finance, Administration & Land Acquisition Committee

Co-Chairs – Kevin Kirwin and Ryan Jeffries

1. Alderman Kirwin made a motion and Alderman Jeffries seconded to approve the Accounts Payable Report in the amount of \$4,387,508.54 as prepared by the Finance Director

Upon roll call, the vote was:

AYES: 7 Kirwin, Knight, Jeffries, Vice, Mietzner, Holmes, Smith

NAYS: 0

ABSENT: 1 Allred

The motion carried.

The next scheduled meeting is Tuesday, July 20th, 2021 at 6:30 pm.

Attorney & Staff Reports

Nothing at this time.

Executive Session

Alderman Vice made a motion and Alderman Kirwin seconded to open Executive Session at 7:16 p.m. to discuss Appointment, Employment, Dismissal, Compensation, Discipline and Performance

of an Employee of the City of Wilmington, Collective Negotiating Matters between the City of Wilmington (public body) and its employees, and Matters of Land Acquisition.

Upon roll call, the vote was:

AYES: 7 Kirwin, Knight, Jeffries, Vice, Mietzner, Holmes, Smith

NAYS: 0

ABSENT: 1 Allred

The motion carried.

Alderman Vice made a motion and Alderman Jeffries seconded to close Executive Session at 7:20 PM.

Upon roll call, the vote was:

AYES: 7 Kirwin, Knight, Jeffries, Vice, Mietzner, Holmes, Smith

NAYS: 0

ABSENT: 1 Allred

The motion carried.

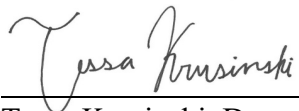
Action Following Executive Session

No action was taken.

Adjournment

Motion to adjourn the meeting made by Alderman Mietzner and seconded by Alderman Kirwin. Upon the voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on August 3rd, 2021 adjourned at 7:39 p.m.

Respectfully submitted,



Tessa Krusinski, Deputy City Clerk

ORDINANCE NO. 21-08-17-01

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE PLACEMENT OF LICENSE PLATE READING CAMERAS LOCATED ON COUNTY HIGHWAYS IN THE COUNTY OF WILL

WHEREAS, the City of Wilmington is a Municipal Corporation and situated in Will County, (hereinafter referred to as “City”); and

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “County”); and

WHEREAS, the City and the County are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes public agencies to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 further provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, City Council finds it in the best interest of the City to approve and authorize the Mayor to execute the Intergovernmental Agreement for the Placement of License Plate Reading Cameras Located on County Highways in the County of Will, attached hereto as Exhibit A.

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

SECTION 1: APPROVAL OF AGREEMENT

That the Intergovernmental Agreement for the Placement of License Plate Reading Cameras Located on County Highways in the County of Will, attached hereto as Exhibit A, (“Agreement”) is hereby approved, the Mayor is authorized and directed to execute the

Amendment, and the City Clerk or any other officer for the City is authorized and directed to attest to the Mayor's execution of the Agreement.

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: REPEALER

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

SECTION 4: EFFECTIVE DATE

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

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

Approved this 17th day of August, 2021

Ben Dietz, Mayor

Attest:

City Clerk

EXHIBIT A

**Intergovernmental Agreement for the Placement of License Plate Reading Cameras
Located on County Highways in the County of Will**

**INTERGOVERNMENTAL AGREEMENT FOR THE PLACEMENT OF LICENSE
PLATE READING CAMERAS LOCATED ON COUNTY HIGHWAYS IN THE
COUNTY OF WILL**

WHEREAS, the City of Wilmington is a Municipal Corporation and situated in Will County, (hereinafter referred to as “MUNICIPALITY”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority in the exercise of this Agreement; and

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, MUNICIPALITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and MUNICIPALITY (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. That the COUNTY has jurisdiction over county highways located in the MUNICIPALITY.
2. That the MUNICIPALITY is desirous to install license plate reading cameras at the location(s) indicated in EXHIBIT A of THIS AGREEMENT.
3. That EXHIBIT A of THIS AGREEMENT may be amended to add or delete locations for license plate reading cameras. Such additions or deletions shall be considered upon written request from the MUNICIPALITY to the COUNTY’s County Engineer, and upon approval of said request by the COUNTY’s County Engineer, EXHIBIT A shall be revised to add or delete the subject intersection.
4. All PARTIES agree that the license plate reading cameras shall be installed by MUNICIPALITY under permit with the COUNTY.
5. That THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY’s County Engineer, to maintain operate,

improve, manage, construct, reconstruct, repair, widen or expand County Highways as best determined by the COUNTY and as provided by law.

6. The MUNICIPALITY agrees to promptly remove, or cause to be removed, at no expense to the COUNTY, the license plate reading cameras upon receipt of written notification from the COUNTY's County Engineer, at any time and for any reason, that its permit is revoked.
7. The MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY, its elected and appointed officials, agents, employees and representatives, and the COUNTY's Division of Transportation, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to as "claims") arising from and relating to the use and/or placement of the license plate reading cameras at the location(s), including but not limited to misuse or improper sharing of private or personal information, constitutional challenge or personal injury. The MUNICIPALITY further agrees to pay all damages, judgements, settlements, costs and expenses incurred by the COUNTY, including all reasonable attorney's fees and court costs, in connection with or resulting from such claims against the COUNTY.

Nothing contained in this paragraph 7 shall be construed as prohibiting the COUNTY, its elected and appointed officials, agents, employees and representatives, from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney. The COUNTY's participation in its defense shall not remove MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

8. That nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the MUNICIPALITY (including its elected officials, duly appointed officials, officers, employees and agents) as an agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever.
9. That each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

10. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
11. This document shall be the final embodiment of THIS AGREEMENT by and between the COUNTY and MUNICIPALITY. No oral changes or modifications for THIS AGREEMENT shall be permitted or allowed. Changes or modification to THIS AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and MUNICIPALITY.
12. In the event that a court of competent jurisdiction shall hold any provisions of THIS AGREEMENT invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
13. THIS AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
14. Venue for enforcement of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
15. Except for data shared and or/retained on a case by case basis for legitimate law enforcement purposes only, the MUNICIPALITY shall not share or transfer data collected from license plate reading cameras placed on or within COUNTY highways or rights-of-way with any federal, state, local, or private entity for purposes of creating or adding to a vehicle location service or database.
16. The MUNICIPALITY shall, apply to the Illinois State Archives Records Management Section to establish a specific records retention plan for all records generated by or maintained pursuant to the operation of license plate reading cameras. No permit to place cameras in the COUNTY's highways or rights-of-way shall be issued by the County Engineer until such time as the MUNICIPALITY presents evidence of a certified plan of records retention from the Illinois State Archives Record Retention Section.
17. Any license plate reading camera data in the possession of MUNICIPALITY and not otherwise exempt, is subject to disclosure to the general public under the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, *et seq.* as a public record. In the event the County of Will (or any of its officers, agents, employees or officials) receives a request under FOIA for documents relating to this intergovernmental agreement or COUNTY's authorization for the MUNICIPALITY to install and operate license plate reading cameras on or within COUNTY highways or rights-of-way pursuant to this intergovernmental agreement, the MUNICIPALITY shall provide to the County of Will at no cost and within the timeframes required under FOIA, a copy of any such "public record" as required by FOIA and in compliance with the provisions of FOIA. MUNICIPALITY may identify any such records, or portions thereof, that it in good faith believes to be exempt from production, including its justification for such exemption. MUNICIPALITY shall be responsible for any costs or damages associated with defending the request for exempt treatment.

18. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street, 5th Floor
Joliet, Illinois 60432

If to MUNICIPALITY:

Attention: _____

City Attorney

19. The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

20. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

21. The term of this Agreement shall be for a period of three (3) years upon passage and approval by the Will County Board.

Dated at Joliet, Illinois this _____ day of _____, 2021.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk

(Seal)

Dated at _____, Illinois, this _____ day of _____, 2021.

_____ **OF** _____

ATTEST

Mayor

City Clerk

Exhibit A

**LIST OF LICENSE PLATE READING CAMERA LOCATIONS THAT ARE APPROVED
FOR INSTALLATION AND OPERATION
(OR THOSE PREVIOUSLY APPROVED NOW BEING DELETED)**

LOCATION	EFFECTIVE DATE ADDED	EFFECTIVE DATE REMOVED	PERMIT NUMBER
The north side of Wilmington- Peotone Rd (CH25) approx. 100' west of Ski Nautique Dr			R-25-0011
The south-west side of River Rd (CH44) approx. 1900' east of I-55			R-44-0006

DRAFT

ORDINANCE NO. 21-08-17-02

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

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

WHEREAS, effective on June 1, 2018, the General Assembly enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the “Act”); and

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

WHEREAS, on February 19, 2019, the City adopted Ordinance No 19-02-19-01, to amend its ordinances relating to the regulation and application for Small Wireless facilities; and

WHEREAS, on June 3, 2021, the General Assembly enacted Public Act 102-0009 that provided for certain amendments to the Act; and

WHEREAS, the City finds it in the best interest of the municipality to amend its Small Wireless Facilities ordinance to comply with Act’s most recent amendments.

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

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

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

165.01 Purpose and Scope.

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

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

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

165.02 Definitions.

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

Act –the Small Wireless Facilities Deployment Act (Public Act 102-0009).

Antenna – communications equipment that transmits or receives electromagnetic radio frequency (RF) radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the provision of personal wireless service and any commingled information services. The antenna does not include an unintentional radiator, mobile station or device.

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

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

Application – a written request submitted by an applicant to the City for a permit to collocate a small wireless facility at a specified location, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

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

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

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

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

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

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

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

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

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

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

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

Rate – a recurring charge.

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

Small wireless facility – a facility that: (1) is mounted on structures 50 feet or less in height including its antennas, or (2) is mounted on structures no more than 10% taller than other adjacent structures, or (3) does not extend existing structures on which they are located to a

height of more than 50 feet or by more than 10%, whichever is greater. Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

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

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

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

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

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

Wireless services provider – a person who provides wireless services.

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

165.03 Regulation of Small Wireless Facilities.

(A) **Permitted Use.** Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (C)(9) of this Section regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

(B) Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. While a pre-application discussion with the City Administrator is not required, it is suggested to help streamline the application process. All requests for a pre-application discussion will be accommodated in a timely fashion.

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

- (1) Application Requirements. A wireless provider shall provide the following information to the City Administrator, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
 - a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared and certified by an Illinois Licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b. The location where each proposed small wireless facility or utility pole for the small wireless facility would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility. Photographs shall include sufficient perspective and detail to document the existing conditions to which the work area will be restored;
 - c. Photographs of each existing public or private pole located within a two hundred foot (200') radius of the proposed small wireless facility. Where multiple poles of the same type, material, size, and color exist within the radius, the applicant may substitute one photograph of each pole type together with a map depicting the multiple locations;
 - d. A written statement indicating whether the proposed location is on a historic landmark or within a historic district;
 - e. Specifications and drawings prepared and certified by an Illinois Licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, and photographs for and of each proposed small wireless facility covered by the application as it is proposed to be installed;
 - f. In the event that the proposed small wireless facility is proposed to be attached to a new utility pole or structure, specifications and drawings shall include depictions of the new utility pole or structure;

- g. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- h. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
- i. Copies of all licenses, permits, and approvals required by or from the City (i.e. zoning approval, where required), other agencies and units of government with jurisdiction over the design, construction, location, and operation of said small wireless facility. The applicant shall maintain such licenses, permits, and approvals in force and effect and provide evidence of renewal or extension thereof when granted;
- j. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation;
- k. Proof that the wireless provider is certified by the State of Illinois to provide wireless telecommunication service;
- l. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge; and
- m. Certification by a radio engineer that a new, replacement or modified small wireless facility operates within all applicable FCC standards.

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

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

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

The permit shall be deemed approved on the latter of the 60th day after submission of the complete application or the 10th day after the receipt of the

deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate (i) a small wireless facility that includes the installation of a new utility pole or (ii) a facility other than a small wireless facility using an existing structure shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (4) Tolling. The time period for applications may be further tolled by:
- a. An express written agreement by both the applicant and the City; or
 - b. A local, State or federal disaster declaration or similar emergency that causes the delay.
- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

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

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

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

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.
- (8) Pole Replacement. Permit approval shall be conditioned on the replacement of a utility pole or wireless support structure at the applicant's sole cost where such replacement is deemed necessary for compliance with the requirements all City regulations of this Chapter and Title, relative to the siting of small wireless facilities, or other applicable codes and regulations concerning public safety.

(C) Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility

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

- (2) Installation, Construction, and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair, in compliance with the requirements and conditions of this Ordinance and any other applicable City of Wilmington ordinance, including regulations set forth in Chapter 163 "Construction of Facilities in Public Rights of Way", including but not limited to (i) Appearance Standards (Section 163.15(H)), (ii) removal, relocation or modification of facilities (Section 163.18), (iii) general construction standards (Section 163.15), and (iv) cleanup and restoration (Section 163.19), at the wireless provider's sole cost and expense. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

When a wireless provider replaces or adds a new radio transceiver or antennas to an existing small wireless facility, the wireless provider must provide to the City certification from a radio engineer that the continuing operation of the small wireless facility complies with all applicable FCC standards.

- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications or with traffic control devices.

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

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

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including but not limited to powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The burden to establish the good faith effort shall be on the wireless provider, which shall timely deliver to the City all information necessary to demonstrate its efforts to resolve the interference consistent with the Code of Federal Regulations sections cited above. Failure to remedy the interference as required herein shall constitute a public nuisance.

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

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

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

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

Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, as provided by Section 11-80-24 of the Illinois Municipal Code (65 ILCS 5/11-80-24), the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 200 feet of the proposed collocation and the entity owning the utility pole shall provide

access for that purpose, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

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

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

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

- (1) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- (2) 45 feet above ground level.

- (7) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in Sections 150.12 and 150.18 of Wilmington's Code of Ordinances.

- (8) A wireless provider shall not construct or maintain any wireless facility that:

- (1) Obstructs, impedes, or hinders the usual travel or public safety on a right-of-way;
- (2) Obstructs the legal use of right-of-way by utility users;
- (3) Violates nondiscriminatory applicable codes;
- (4) Violates the Federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*)

- (9) Utility Metering. A wireless provider must provide for their own use an independently metered electric service. Where temporary and/or backup power sources are installed within two-hundred feet (200') of a residential property or

structure intended for residential use, the wireless provider shall utilize silent standby power supplies only.

- (10) Contractual Design Requirements. The wireless provider shall further comply with any requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) Undergrounding Regulations. The wireless provider shall comply with City code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way.
- (13) Future Undergrounding. The City may from time to time make a decision to eliminate above ground utility poles of a particular type generally, such as electric utility poles, in all or a significant portion of the City. In the event that such a utility pole has a collocated wireless facility in place at the time of such decision, the City shall either:
 - (1) Continue to maintain the utility pole, or install and maintain a reasonable utility pole or wireless support structure for the collocation of the small wireless facility;
 - (2) Offer to sell the utility pole to the wireless provider at a reasonable cost, or allow the wireless provider to install its own utility pole so it can maintain service from that location.
- (14) Site Restoration. A wireless provider shall be responsible to restore any disturbed land, landscaping, paving, or other improvements above or below ground, to the condition existing prior to the installation of a small wireless facility. In the event photographs submitted pursuant to the application requirements above are insufficient to determine the conditions present prior to the installation, the City shall have the sole authority to specify reasonable conditions for the restoration required.
- (15) Surety. Prior to installing a small wireless facility, a wireless provider shall provide the City a surety to remove and restore the facility in the event of abandonment. A wireless provider shall maintain the surety in continuous effect after the installation and shall provide the City one hundred twenty (120) day-notice, if cancelled, transferred, terminated, or otherwise not renewed.

(16) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

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

- (1) Applicant shall pay an application fee of \$500 for an application to collocate up to five (5) small wireless facilities on an existing utility poles or wireless support structures, and \$100 for each small wireless facility addressed in a consolidated application to collocate more than five (5) small wireless facilities on existing utility poles or wireless support structures.
- (2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- (3) In addition to the application fees stated above, the applicant shall be responsible for any and all reasonable review costs incurred by the City, including but not limited to administrative, legal, engineering, and architectural review costs.
- (4) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (5) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance not requiring replacement of wireless facilities if the wireless provider notifies the City in writing at least forty-eight (48) hours prior to the planned maintenance;
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least ten (10) days prior to the planned replacement and includes equipment specifications and certifications, including (i) equipment type and model numbers, for the replacement of equipment consistent with equipment specifications and certifications information required on a permit application for the original installation; and (ii) information sufficient to establish that the replacement is

substantially similar. The wireless provider shall provide all information necessary and requested by the City to establish that the replacement was substantially similar. The City has the sole right and responsibility to determine if a proposed small wireless facility is substantially similar to the existing small wireless facility; or

- c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

(6) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

(E) Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

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

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

(F) Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable

termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

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

- (G) Annual Recurring Rate.** A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) \$270 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

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

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

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

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

165.04 Revocation of Permit.

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

- A. The wireless provider obtained approval by means or fraud or made a misrepresentation of a material fact with respect to the permit application or any required documentation or submittal;

- B. The wireless provider failed to construct the small wireless facility in accordance with the approved plans.
- C. The wireless provider failed to comply within any material condition of a permit issued.
- D. The wireless provider substantially expanded or altered the use or the structure of the small wireless facility beyond what was requested in the permit application or approved, without the approval of the City.
- E. The wireless provider failed to notify the City of the replacement of the small wireless facility as required by this Chapter.
- F. A substantial change of law has occurred affecting the wireless provider's authority to occupy or use the property upon which the small wireless facility is located.
- G. The small wireless facility interferes with vehicular or pedestrian use of the public right-of-way.
- H. The wireless provider has failed to make a safe and timely restoration of the right-of-way or property upon which the small wireless facility is located.
- I. The wireless provider has failed to properly maintain the wireless facility as required by this Chapter.
- J. The wireless provider has failed to abate interference with public safety communications in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- K. The small wireless facility has been abandoned and the wireless provider has failed to remove the wireless facilities as provided in this Chapter.

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

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

165.05 Dispute Resolution.

The Circuit Court of Will County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-

way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

165.06 Indemnification.

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

165.07 Insurance.

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

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

OR

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

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

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

evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

SECTION 2. SEVERABILITY

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

SECTION 3. REPEALER

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

SECTION 4. EFFECTIVE DATE

This Ordinance shall be effective after its passage, approval and publication in pamphlet form.

PASSED this ____ day of _____, 2021 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

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

Approved this ____ day of _____, 2021

Ben Dietz, Mayor

Attest:

City Clerk

ORDINANCE NO. 21-08-17-03

AN ORDINANCE AUTHORIZING THE CITY TO MOVE FORWARD WITH DEVELOPING A KAYAK LAUNCH AT NORTH ISLAND PARK IN PARTNERSHIP WITH THE FOREST PRESERVE DISTRICT OF WILL COUNTY AND APPROVING RELATED EXPENDITURES OF UP TO \$50,000

WHEREAS, the City of Wilmington is a Municipal Corporation and situated in Will County, (hereinafter referred to as “City”); and

WHEREAS, the Forest Preserve District of Will County is a body corporate and politic (hereinafter referred to as the “Forest Preserve”); and

WHEREAS, the City and the Forest Preserve are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes public agencies to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 further provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, City Council finds it in the best interest of the City to authorize the City to move forward with plans to develop a Kayak Launch at North Island Park in partnership with the Forest Preserve and to authorize the City to spend up to \$50,000 to assist with its construction.

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

SECTION 1: AUTHORIZATION AND APPROVAL

That the City of Wilmington and its staff are hereby authorized to move forward with the development of a Kayak Launch at North Island Park, as generally depicted in Exhibit A

(“Kayak Launch”), in partnership with the Forest Preserve and further authorized to spend up to \$50,000 to assist with its construction of the Kayak Launch.

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: REPEALER

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

SECTION 4: EFFECTIVE DATE

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

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

Approved this _____ day of _____, 2021

Ben Dietz, Mayor

Attest:

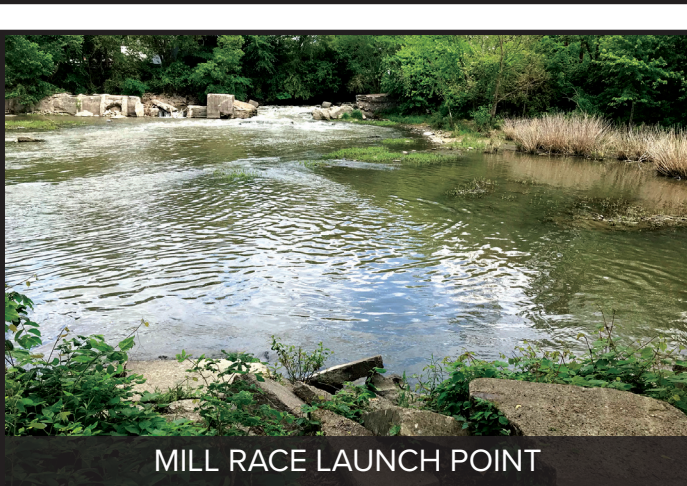
City Clerk

EXHIBIT A

KAYAK LAUNCH SCHEMATIC



COST ESTIMATE
\$ 250,000



North Island Park - Wilmington, IL
Kayak Launch Schematic
 Forest Preserve District of Will County



June 2021
EXHIBIT A

ORDINANCE NO. 21-08-17-04

ORDINANCE AUTHORIZING THE CITY OF WILMINGTON TO ENTER INTO AND FOR THE MAYOR OF WILMINGTON TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WILMINGTON AND WILLETT HOFMANN & ASSOCIATES INC FOR 2021 OVERWEIGHT LOAD PERMITTING CONSULTING SERVICES

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 contracts for a valid public purpose; and

WHEREAS, the City of Wilmington finds it is in the interest of the City to enter into the Letter Agreement for Professional Services between the City of Wilmington and Willett Hofmann & Associates Inc for 2021 Overweight Load Permitting Consulting Services in substantially same form as attached hereto as Exhibit A.

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

SECTION 1: APPROVAL OF AGREEMENT

The Letter Agreement for Professional Services between the City of Wilmington and Willett Hofmann & Associates Inc for 2021 Overweight Load Permitting Consulting Services in substantially same form as attached hereto as Exhibit A, (“Agreement”) is hereby approved and the Mayor is directed to execute the Agreement.

SECTION 2: SEVERIBILITY

If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

SECTION 3: REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

SECTION 4: 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 _____, 2021 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

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

Approved this ____ day of _____, 2021

Ben Dietz, Mayor

Attest:

City Clerk



Brieser
CONSTRUCTION



General Contractor - P(815)521.0900 - F(815)521.0999 - 24101 S Municipal Dr. Channahon, IL 60410 - www.BrieserConstruction.com

August 3, 2021

City of Wilmington – Water Department

Attn: Ryan Foster

Re: Demo & Replace Water Plant Building - Proposal.

Brieser Construction Company will provide all labor, material, equipment and supervision required to complete our scope for the lump sum budget price of: \$434,010.00

Scope of Work

1. Install 2 – 30'x60' Tarps Over Each Cone (4 – 30'x60' Tarps)
2. Install 1 – 30'x30' Tarp Over Each Sand Filter (4 – 30'x30' Tarps).
3. Secure Tarps with 4 Ratchet Straps per Tarp (32 Ratchet Straps Total)
4. Demo Existing Building (80.33'x55'x24' Tall)
5. Rework PVC Roof Vents to Vent Outside of Building.
6. Remove/Support Electrical Conduits by Others.
7. Install 26 Gauge Standard Wall Panels Painted with Kynar 500 Finish.
8. Install 24 Gauge Standing Seam Roof Panels – Galvanized Finish – Mechanically Seamed.
9. All Primary & Secondary Steel to be Galvanized.
10. Install Cavity Fill Insulation System for Roof & Walls.
11. Install Ten 3'x4.5' Wall Lite Panels.
12. Install New Gutters & Downspouts.
13. Install Four New Sliding Windows. (\$1,800 Allowance)
14. Install Four Pre-Assembled Man Doors with Mortise Lock & Closure.
15. Install One Pre-Assembled Double Man Doors with Mortise Lock & Closure.
16. Install One 8'x8' Overhead Door (\$2,500 Allowance)
17. Install Extra Framing in Walls for Two 24" Exhaust Fan
18. Includes Cost for Operator & Fork Truck Rental to Offload Material.
19. Includes Allowance of \$3,000 for Two Class 1 Div. 1 Exhaust Fans.
20. Includes Allowance of \$5,000 for Structural Engineering of Existing Foundation.
21. De-Mobilize Offsite.

Clarifications:

1. This proposal includes 10-day rental of 60 ton crane.
2. This proposal includes cost to provide 60 ft articulating man lift.
3. This proposal includes cost to provide a like for like building to existing.
4. This proposal includes cost to insulate new building per current energy standards.
5. This proposal includes cost to leave existing stairs as is with no modifications.
6. This proposal includes cost for one operator (8 hrs ST) & one fork truck for one day.
7. This proposal does not include cost to wire new 24" fans.
8. This proposal does not include cost to provide steel or refuse dumpster.
9. This proposal does not include cost to move electrical conduits, fans, lights.
10. This proposal does not include cost to remove or replace hvac ductwork/equipment.
11. This proposal does not include cost to change/modify existing building foundation.
12. This proposal does not include cost to re-locate piping.
13. This proposal does not include cold weather protection.
14. This proposal does not include cost for weather/plant delays or delays due to other trades.
15. Due to steel market volatility quote is valid for 20 days.
16. Please see attached for additional clarifications.

We look forward to working with you on this project. If you have any questions, please do not hesitate to contact me.

Regards,

Mike Masulis

Estimator/Project Manager

Phone: 815.521.0900

Cell: 815.405.6621

E-mail: mmasulis@brieserconstruction.com

"Built to Last"



LEO FROELICH CONSTRUCTION CO.

Brieser Construction Company
24101 S. Municipal Drive
Channahon, IL. 60410

03-25-2021

RE: Wilmington Water Treatment Facility

We appreciate this opportunity to quote an American Buildings Company Pre-engineered metal building as follows:

55' x 80'-4" Gabled roof Clear span
24' eave height
1" in 12" roof slope
24 gauge standing seam roof panels Galvanized finish Mechanically seamed
26 gauge standard wall panels Painted Kynar 500 finish
Cavity fill insulation system for roof and walls
All primary and secondary steel to be galvanized
Ten 3' wide by 4'-6" high wall lite panels
Gutters and downspouts
Four 3070 pre-assembled man doors with mortise lock and closer
One 6070 pre-assembled man door with mortise lock and closer
Framing and trim for two 24" x 24" fan openings (fans by others)
Framing and trim for one overhead door opening. (door by others)
UL 90 uplift rating
Tax Exempt
Delivery to Wilmington, Il.

**Price good for 20 days

**Delivery lead times are extremely long at this time 4-6 months!!!

** Assumption is that existing foundation will support new structure. Need to have local engineer verify this prior to order.

TARPS PLUS

LOWEST PRICES, BEST SERVICE, FASTEST SHIPPING

(/)

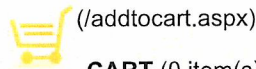
Toll Free: **800-838-3057** INT'L ORDERS: **512-686-2302**

[About Us \(/aboutus.html\)](/aboutus.html) | [FAQ \(/tarpsquestions.html\)](/tarpsquestions.html) | [News \(/news.html\)](/news.html)

| [Contact Us \(/contactus.html\)](/contactus.html) | [Login \(/login.aspx\)](/login.aspx) | [Register \(/createaccount.aspx\)](/createaccount.aspx)

LOWEST PRICE GUARANTEED + **SUPER FAST SHIPPING** + **NO SALES TAX**
Excluding Texas

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CART (0 item(s)) \$0.00 [\(/addtocart.aspx\)](/addtocart.aspx)

Search by item or keyword . . .

SHOP BY CATEGORIES

[Poly Tarps \(/poly-tarps.html\)](/poly-tarps.html)

[Canvas Tarps \(/canvas-tarps.html\)](/canvas-tarps.html)

[Heavy Duty Tarps \(/heavy-duty-poly-tarps.html\)](/heavy-duty-poly-tarps.html)

[Mesh Tarps \(/mesh-tarps.html\)](/mesh-tarps.html)

[Fire Retardant Tarps \(/fire-retardant-tarps.html\)](/fire-retardant-tarps.html)

[Vinyl Tarps \(/vinyl-tarps.html\)](/vinyl-tarps.html)

[Clear Tarps \(/clear-tarps.html\)](/clear-tarps.html)

[Accessories \(/tarp-accessories.html\)](/tarp-accessories.html)

[Specialty Tarps \(/specialty-tarps.html\)](/specialty-tarps.html)

[Large Tarps \(/large-tarps.html\)](/large-tarps.html)

[Drawstring Tarps \(/drawstring-tarps.html\)](/drawstring-tarps.html)

[Construction Tarps \(/construction-tarps.html\)](/construction-tarps.html)

[Pool Tarps \(/pool-tarps.html\)](/pool-tarps.html)

[Drain Tarps \(/drain-tarps.html\)](/drain-tarps.html)

SHOP CASE VOLUME DISCOUNTS AND SAVE

[Home \(/\)](/) > [Poly Tarps \(/poly-tarps.html\)](/poly-tarps.html) >

[Poly Tarps - Sold Individually \(/poly-tarps-sold-individually.html\)](/poly-tarps-sold-individually.html) > [White Poly Tarps](#)

White Poly Tarps

Heavy Duty Polyethylene

Finished Size: 6" or 3% less than stated size

Weight: 6 oz/yd²

Thickness: 10-12 mils

Grommet Spacing (all sides): 18" approx.

Fiber Thickness: 1200 denier

Mesh Count: 14x14 /in²

Waterproof and UV resistant

Color may vary

Tarps are acid, mildew, and tear resistant along with having arctic flexibility and a rope reinforced hem.

These tarps ship out within 1-2 business days. [Want to know more about our shipping?](#) (<https://www.tarpsplus.com/shippingpolicy.html>)

For More Pictures and Info on The White Poly Tarps Click Here. (<https://www.tarpsplus.com/white-heavy-duty-poly-tarps-all-sizes.html>)

White Poly Tarps

J. LUCAS AND SONS PAVING, INC.
805 RICHARDS STREET
JOLIET, IL. 60433
PH: (815) 726-0034
FAX: (815) 726-7109

JULY 3, 2021

CITY OF WILMINGTON
JACK
WILMINGTON, IL
FX: 815-216-0175
ATTN: JSADRAKULA@WILMINGTON-IL.COM

WE PROPOSE TO FURNISH NECESSARY LABOR, EQUIPMENT AND MATERIAL TO
INSTALL THE FOLLOWING:

- 1) PATCH WORK INSIDE GATE 15 X 36=540 SQ FT
SAW CUT AREA. REMOVE AND REPLACE 4 " ASPHALT
COST.....\$2,800.00
- 2) SEAL MAIN ROAD INTO AND THROUGH PLANT 48,653 SQ FT
CLEAN EXISTING ASPHALT DRIVES. TAR CRACKS
LARGER THAN ¼ ". BRUSH ON BREWER COAL TAR SEALER.
COST.....\$7,500.00
- 3) SEAL ROAD FROM TRUCK LOT SOUTH TO END OF ROAD 14,220 SQ FT
CLEAN EXISTING ASPHALT DRIVE.
BRUSH ON BREWER COAL TAR SEALER.
COST.....\$2,400.00
- 4) LIFT STATION OFF LORENZO ROAD 3,000 SQ FT
CLEAN EXISTING ASPHALT .
BRUSH ON BREWER COAL TAR SEALER.
COST.....\$750.00

* OUR PRICE IS BASED ON WORK PERFORMED IN ONE CONTINUOUS OPERATION.
* THIS QUOTE DOES NOT INCLUDE PERMITS, BONDS, LAYOUT, TRAFFIC CONTROLOR TESTING.
* TERMS OF PAYMENT ARE NET 30 DAYS FROM THE DATE OF THE INVOICE. A SERVICE CHARGE OF 2% OF THE
BALANCE DUE WILL BE ADDED EACH MONTH IF PAYMENT IN FULL IS NOT MADE. CUSTOMER WILL BE RESPONSIBLE
FOR ALL LEGAL FEES MADE NECESSARY TO COLLECT UNPAID DEBT..
CONTRACTOR WILL NOT BE RESPONSIBLE FOR WATER DRAINAGE OR STANDING WATER WITH A 2% OR LESS SLOPE
*NOTE ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST OR MATERIAL
OR LABOR WILL ONLY BE EXECUTED UPON WRITTEN ORDERS FROM SAME, AND WILL BECOME AN EXTRA CHARGE
OVER THE SUM MENTIONED IN THIS CONTRACT.
* THIS QUOTE IS SUBJECT TO CHANGE AT ANY GIVEN TIME DUE TO THE UNSTABLE OIL MARKET.

ALL QUOTES MUST BE SIGNED AND FAXED BACK.

SINCERELY,
JOHN LUCAS

ACCEPTANCE: YOU ARE HEREBY AUTHORIZED TO FURNISH ALL LABOR AND MATERIALS TO
COMPLETE THE WORK MENTIONED IN THE AMOUNT ABOVE PROPOSAL, FOR WHICH THE
UNDERSIGNED AGREES TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL, AND ACCORDING TO
THE TERMS THEREOF.

ACCEPTED BY: _____ DATE: _____

ESTOPPEL

August 17, 2021

ORIGINAL BY OVERNIGHT MAIL

NSSA Elion Logistics REIT LLC
c/o Brookfield Property Group
Brookfield Place New York
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Fabian Neuenschwander

with courtesy copies by electronic mail to:

Brookfield Property Group, Fabian Neuenschwander (fabian.neuenschwander@brookfield.com;
realestatenotices@brookfield.com)
Ropes & Gray LLP, John M. Creedon, Esq. (john.creedon@ropesgray.com)
Vedder Price PC, Danielle Cassel (dcassel@vedderprice.com)
Elion Partners, Juan DeAngulo (jrd@elionpartners.com)
Greenberg Traurig, LLP, Michael Fishman (fishmanm@gtlaw.com)
Elrod Friedman LLP, Ben Schuster (Benjamin.Schuster@ElrodFriedman.com)

RE: Elion Logistics Park 55, City of Wilmington, Illinois

Ladies and Gentlemen:

The City of Wilmington, an Illinois municipal corporation, Will County, Illinois (the “**City**”) has been advised and understands that NSSA Elion Logistics REIT LLC, a Delaware limited liability or affiliates thereof (together “**NSSA**”) is considering a transaction in which NSSA may acquire certain rights and interests in Elion Logistics Park 55 (the “**Development**”) from Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, and Adar RPLL, LLC, a Delaware limited liability company (collectively referred to as the “**Park Owner**”) and one or more entities affiliated with Elion Partners (collectively, “**Elion**”), and that NSSA is requiring and will be relying upon this Estoppel in connection with any such transaction. With that understanding, the City hereby confirms as follows to NSSA and its members, lenders, advisors, successors, and assigns (collectively, the “**NSSA Group**”) as of the date shown above:

1. To the City’s actual knowledge, Exhibit A as attached hereto contains a correct and complete legal description of the real estate within the Development that is owned by Park Owner (the “**Property**”).
2. The Property and each portion thereof are completely within the corporate limits of the City. All of the Property is currently zoned in the I-5 Large Scale Planned Industrial District except for the Property legally described in Exhibit B (the “**Commercial Property**”), which Commercial Property is currently zoned in the B3 General Commercial District.
3. Exhibit C includes a correct and complete list of all agreements governing the Development to which the City is a party (collectively, the “**City Agreements**”). Each City Agreement is in full force and effect, and there are no modifications, amendments, or supplements thereto except as provided in Exhibit C or Exhibit D. Exhibit D includes a correct and complete list of ancillary or subsequent

agreements with the City, or governmental entities other than the City, that govern the Development and are referenced in or attached to one or more of the City Agreements (“**Ancillary Agreements**”). Notwithstanding the foregoing, no agreement shall be considered an Ancillary Agreement if a default thereunder would not be a default under a City Agreement, or if performance thereunder is not a condition precedent or subsequent to Park Owner’s rights to undertake or complete the Development.

4. To the actual knowledge of Matt Hoffman, Finance Director, Joie Ziller, City Administrator, or Benjamin Dietz, Mayor:
 - (i) All required subdivision, zoning, and other ordinances, resolutions, and approvals specifically related to the Development (the “**City Approvals**”) have been properly adopted, approved, or otherwise issued by the City in accordance with all requirements of law in connection.
 - (ii) No City Agreement, City Approval or Ancillary Agreement is subject as of the date hereof to any one or more defaults, violations, claims of either default or violation, or conditions by Elion or its predecessors that, with the giving of notice and/or passage of time could become defaults or violations;
 - (iii) All payments by Elion or its predecessors that were required to be made prior to the date hereof under any one or more of the City Agreements, Ancillary Agreements or City Approvals have been made;
 - (iv) All obligations to have been undertaken and completed by Elion or its predecessors under the City Agreements, Ancillary Agreements or City Approvals prior to the date hereof have been undertaken and completed;
 - (v) The obligations and liabilities under the City Agreements, Ancillary Agreement and City Approvals that were to have been previously delegated and assigned to the Association (as defined in the City Agreements) have been properly delegated and assigned to the Association, and no default by the Association after the date hereof shall have the effect of nullifying any one or more City Agreements, Ancillary Agreements, or City Approvals, nor preclude completion of the Development; and
 - (vi) Without limiting the foregoing, there are no failed conditions precedent to any development rights under the City Agreements and City Approvals, and the only remaining conditions precedent required by the City for the Development’s completion are acquisition, annexation and zoning of parcels not yet acquired by Park Owner; site plan approvals; completion of required infrastructure; and issuance of construction and building permits.
5. No further actions by or consents from the City are required in connection with the subject transaction and the associated changes of ownership or control with respect to the Property, any portion thereof, or any party to the City Agreements or any beneficiary of any City Approvals, including but not limited to any actions or consents contemplated under Section 3.7 of the Redevelopment Agreement listed on Exhibit C.

This Estoppel is hereby made and delivered for the benefit of, and may be relied upon, by the NSSA Group.

Very truly yours,
CITY OF WILMINGTON,
an Illinois municipal Corporation

ATTEST:

By: _____
Benjamin Dietz, Mayor

By: _____
Joie Ziller, Deputy City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, Tessa Krusinski, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Benjamin Dietz, personally known to me to be the Mayor of the City of Wilmington, an Illinois municipal corporation, and Joie Ziller, personally known to me to be the Deputy City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Deputy City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of August, 2021

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

TRACT 1

THAT PART OF SECTIONS 16, 17, 20, 21, AND 28 IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH EAST QUARTER OF SAID SECTION 20; THENCE SOUTH 88 DEGREES 53 MINUTES 11 SECONDS WEST, 1,297.14 FEET ALONG THE SOUTH LINE SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 1 DEGREES 23 MINUTES 00 SECONDS WEST, 2,275.10 FEET TO THE SOUTH LINE OF LOT 11 IN PINE GREEN SUBDIVISION; THENCE SOUTH 89 DEGREES 00 MINUTES 18 SECONDS WEST, 6.45 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID LOT 11; THENCE NORTH 1 DEGREES 33 MINUTES 57 SECONDS WEST, 330.95 FEET ALONG SAID WEST LINE AND THE WEST LINE OF LOT 10 IN AFOREMENTIONED PINE GREEN SUBDIVISION TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 89 DEGREES 00 MINUTES 14 SECONDS EAST, 7.51 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SAID SECTION 20; THENCE NORTH 1 DEGREES 23 MINUTES 00 SECONDS WEST, 36.36 FEET ALONG SAID WEST LINE; THENCE NORTH 1 DEGREES 26 MINUTES 56 SECONDS WEST, 2,639.21 FEET ALONG THE WEST LINE THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 10 MINUTES 51 SECONDS EAST, 1,277.51 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST; THENCE NORTH 1 DEGREES 41 MINUTES 10 SECONDS WEST, 328.23 FEET ALONG SAID EAST LINE; THENCE SOUTH 89 DEGREES 15 MINUTES 51 SECONDS WEST, 1,198.33 FEET TO THE EAST LINE OF THE BNSF RAILWAY PER DOCUMENT NUMBER R2014-109837; THENCE NORTH 1 DEGREES 22 MINUTES 46 SECONDS WEST, 989.21 FEET ALONG SAID EAST LINE; THENCE CONTINUING NORTH 1 DEGREES 22 MINUTES 46 SECONDS WEST, 2,679.26 FEET ALONG SAID EAST LINE; THENCE NORTH 83 DEGREES 24 MINUTES 56 SECONDS EAST, 30.13 FEET; THENCE SOUTH 1 DEGREES 22 MINUTES 45 SECONDS EAST, 1,283.02 FEET TO THE WEST LINE OF RIDGEPORT LOGISTICS CENTER PHASE 3; THENCE SOUTH 1 DEGREES 22 MINUTES 46 SECONDS EAST, 488.68 FEET ALONG SAID WEST LINE; THENCE NORTH 88 DEGREES 37 MINUTES 14 SECONDS EAST, 494.00 FEET ALONG THE SOUTH LINE OF SAID RIDGEPORT LOGISTICS CENTER PHASE 3; THENCE NORTH 1 DEGREES 22 MINUTES 46 SECONDS WEST, 344.57 FEET ALONG THE EAST LINE OF SAID RIDGEPORT LOGISTICS CENTER PHASE 3; THENCE SOUTH 88 DEGREES 37 MINUTES 14 SECONDS WEST, 25.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 38.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS AN ARC DISTANCE OF 30.24 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE IS CONCAVE NORTHEASTERLY AND HAS A RADIUS OF 38.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS AN ARC DISTANCE OF 30.24 FEET TO A POINT OF TANGENCY; THENCE (6) NORTH 1 DEGREES 22 MINUTES 46 SECONDS WEST, 6.16 FEET TO THE A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAS A RADIUS OF 48.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 14 MINUTES 00 SECONDS AN ARC DISTANCE OF 76.38 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF DESIGN ROAD; THENCE NORTH 88 DEGREES 51 MINUTES 14 SECONDS EAST, 677.38 FEET ALONG SAID SOUTH LINE; THENCE NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST, 40.00 FEET; THENCE SOUTH 1 DEGREES 08 MINUTES 34 SECONDS EAST, 40.53 FEET; THENCE SOUTH 87

DEGREES 56 MINUTES 16 SECONDS WEST, 10.00 FEET TO THE WEST LINE OF LOT 1 IN RIDGEPORT LOGISTICS CENTER PHASE 6; THENCE SOUTH 1 DEGREES 41 MINUTES 10 SECONDS EAST, 1,970.32 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 87 DEGREES 52 MINUTES 18 SECONDS EAST, 1,281.05 FEET ALONG SAID SOUTH LINE TO THE WEST LINE GRASSKAMP BOULEVARD; THENCE SOUTH 1 DEGREES 38 MINUTES 18 SECONDS EAST, 50.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 88 DEGREES 21 MINUTES 42 SECONDS EAST, 92.01 FEET TO THE EAST LINE OF SAID GRAASKAMP BOULEVARD; THENCE NORTH 1 DEGREES 38 MINUTES 25 SECONDS WEST, 26.09 FEET ALONG SAID EAST LINE; THENCE NORTH 58 DEGREES 46 MINUTES 24 SECONDS EAST, 160.85 FEET; THENCE NORTH 52 DEGREES 34 MINUTES 27 SECONDS EAST, 107.93 FEET; THENCE (19) NORTH 1 DEGREES 08 MINUTES 31 SECONDS WEST, 123.86 FEET TO THE SOUTH LINE OF TOWER ROAD; THENCE NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST, 1,725.05 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF LOT 1 IN RIDGEPORT LOGISTICS CENTER PHASE 7; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE WEST AND SOUTH LINE SAID RIDGEPORT LOGISTICS CENTER PHASE 7; (1) THENCE SOUTH 1 DEGREES 08 MINUTES 31 SECONDS EAST, 494.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAS A RADIUS OF 387.00 FEET; (2) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 00 MINUTES 57 SECONDS AN ARC DISTANCE OF 344.58 FEET TO A POINT OF TANGENCY; (3) THENCE SOUTH 52 DEGREES 09 MINUTES 28 SECONDS EAST, 280.41 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAS A RADIUS OF 427.00 FEET; THENCE (4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 01 MINUTES 11 SECONDS AN ARC DISTANCE OF 82.12 FEET; (5) THENCE NORTH 88 DEGREES 02 MINUTES 54 SECONDS EAST, 883.61 FEET; (6) THENCE NORTH 1 DEGREES 08 MINUTES 31 SECONDS WEST, 218.39 FEET; (7) THENCE NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST, 410.66 FEET TO THE WEST LINE OF THE INTERSTATE 55 FRONTAGE ROAD; THENCE SOUTH 2 DEGREES 03 MINUTES 22 SECONDS EAST, 2,683.35 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 52 MINUTES 29 SECONDS WEST, 276.39 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 1 DEGREES 45 MINUTES 20 SECONDS EAST, 380.53 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 12 SECONDS EAST, 278.40 FEET TO THE WEST LINE OF THE INTERSTATE 55 FRONTAGE ROAD; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE WEST LINE OF INTERSTATE 55; (1) THENCE SOUTH 2 DEGREES 03 MINUTES 37 SECONDS EAST, 957.26 FEET; (2) THENCE SOUTH 87 DEGREES 55 MINUTES 39 SECONDS WEST, 2.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAS A RADIUS OF 4,510.26 FEET, TO WHICH A RADIAL LINE BEARS NORTH 87 DEGREES 55 MINUTES 39 SECONDS EAST; (3) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 10 SECONDS AN ARC DISTANCE OF 1,083.91 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE IS CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 577.57 FEET; (4) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 39 MINUTES 47 SECONDS AN ARC DISTANCE OF 309.10 FEET; (5) THENCE SOUTH 42 DEGREES 16 MINUTES 46 SECONDS WEST, 321.74 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAS A RADIUS OF 682.48 FEET; (6) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 29 MINUTES 18 SECONDS AN ARC DISTANCE OF 529.92 FEET TO A POINT OF TANGENCY; (7) THENCE SOUTH 2 DEGREES 13 MINUTES 34 SECONDS EAST, 484.01 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAS A RADIUS OF 629.43 FEET; (8) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 25 SECONDS AN ARC DISTANCE OF 345.76 FEET; (9) THENCE SOUTH 61 DEGREES 56 MINUTES 11 SECONDS EAST, 4.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAS A RADIUS

OF 5,434.54 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 60 DEGREES 40 MINUTES 40 SECONDS EAST; (10) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 37 MINUTES 38 SECONDS AN ARC DISTANCE OF 1,387.40 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 22 NORTH, RANGE 9 EAST; THENCE SOUTH 88 DEGREES 02 MINUTES 32 SECONDS WEST, 820.33 FEET ALONG SAID SOUTH LINE TO SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 02 MINUTES 32 SECONDS WEST, 1,319.56 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 1 DEGREES 58 MINUTES 00 SECONDS WEST, 330.24 FEET ALONG SAID EAST LINE TO NORTH LINE OF THE SOUTH 20 RODS OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 02 MINUTES 32 SECONDS WEST, 1,319.21 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 28; THENCE NORTH 1 DEGREES 54 MINUTES 23 SECONDS WEST, 2,301.75 FEET ALONG SAID WEST LINE TO SAID POINT OF BEGINNING; ALL IN WILL COUNTY ILLINOIS.

TOGETHER WITH TRACT 2:

THAT PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 7 IN RIDGEPORT LOGISTICS CENTER PHASE 2 PER DOCUMENT NUMBER R2014-036536; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHEAST AND SOUTHWEST LINES OF SAID LOT 7; (1) THENCE SOUTH 31 DEGREES 22 MINUTES 33 SECONDS WEST, 493.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAS A RADIUS OF 3,100.00 FEET; (2) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6 DEGREES 04 MINUTES 10 SECONDS AN ARC DISTANCE OF 328.39 FEET TO A POINT OF NON-TANGENCY; (3) THENCE NORTH 52 DEGREES 51 MINUTES 20 SECONDS WEST, 222.75 FEET TO THE MOST EASTERLY POINT OF LOT 1 FIREHOUSE NO. 2 SUBDIVISION PER DOCUMENT NO. R2020-049125; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE SOUTH LINE OF SAID LOT 1; (1) THENCE SOUTH 37 DEGREES 08 MINUTES 40 SECONDS WEST, 30.74 FEET; (2) THENCE SOUTH 88 DEGREES 51 MINUTES 29 SECONDS WEST, 197.82 FEET; (3) THENCE SOUTH 1 DEGREES 08 MINUTES 31 SECONDS EAST, 10.97 FEET; (4) THENCE SOUTH 88 DEGREES 51 MINUTES 29 SECONDS WEST, 28.18 FEET; (5) THENCE SOUTH 1 DEGREES 08 MINUTES 31 SECONDS EAST, 78.81 FEET; (6) THENCE SOUTH 88 DEGREES 51 MINUTES 29 SECONDS WEST, 217.66 FEET TO THE EAST LINE OF ELION BOULEVARD FORMERLY KNOWN AS RIDGE WAY PER DOCUMENT R2014036536; THENCE SOUTH 1 DEGREES 08 MINUTES 31 SECONDS EAST, 796.85 FEET ALONG THE EAST LINE OF SAID ELION WAY TO THE NORTH LINE OF RIDGEPORT LOGISTICS CENTER PHASE 7 PER DOCUMENT NUMBER R2016-101413; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID RIDGPORT LOGISTICS CENTER PHASE 7; (1) THENCE NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST, 835.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 700.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 39 DEGREES 45 MINUTES 39 SECONDS WEST; (2) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 55 MINUTES 23 SECONDS AN ARC DISTANCE OF 157.89 FEET; (3) THENCE SOUTH 63 DEGREES 09 MINUTES 44 SECONDS EAST, 331.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 1,000.00 FEET; (4) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5 DEGREES 20 MINUTES 09 SECONDS AN ARC DISTANCE OF 93.13 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE IS CONCAVE SOUTHWESTERLY AND HAS A RADIUS OF 1,000.00

FEET; (5) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 02 MINUTES 25 SECONDS AN ARC DISTANCE OF 541.76 FEET TO THE WEST LINE OF THE WEST FRONTAGE ROAD OF INTERSTATE 55; THENCE NORTH 1 DEGREES 11 MINUTES 23 SECONDS WEST, 1,508.59 FEET ALONG SAID WEST LINE; THENCE NORTH 20 DEGREES 58 MINUTES 43 SECONDS WEST, 185.99 FEET ALONG THE WEST LINE OF SAID WEST FRONTAGE PER DOCUMENT NUMBER R2002100752; THENCE NORTH 42 DEGREES 23 MINUTES 30 SECONDS WEST, 189.93 FEET ALONG SAID WEST LINE; THENCE NORTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, 555.18 FEET ALONG SAID WEST LINE TO SAID POINT OF BEGINNING; ALL IN WILL COUNTY ILLINOIS.

TOGETHER WITH:

LOT 3, OUTLOT B, AND OUTLOT C IN RIDGEPORT LOGISTICS CENTER PHASE 5 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2016 AS DOCUMENT NUMBER R2016-031727 IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

OUTLOT 1, OUTLOT 2, AND OUTLOT 3 IN RIDGEPORT LOGISTICS CENTER PHASE 1 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT NUMBER R2014-036484 IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

LOT 1, LOT 6, AND OUTLOT A IN RIDGEPORT LOGISTICS CENTER PHASE 2 BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT NUMBER R2014-036536 IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

LOT 1, OUTLOT A, OUTLOT B, AND OUTLOT C IN RIDGEPORT LOGISTICS CENTER PHASE 6 BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 2017 AS DOCUMENT NUMBER R2017-021919 IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

LOT 1, AND OUTLOT A IN RIDGEPORT LOGISTICS CENTER PHASE 7 BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, AND PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 2016 AS DOCUMENT NUMBER R2016-101413 IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 7 IN RIDGEPORT LOGISTICS CENTER - PHASE 2, RECORDED MAY 2, 2014 AS DOCUMENT R2014036536; THENCE NORTH 31 DEGREES 22 MINUTES 33 SECONDS EAST (BASED UPON THE ILLINOIS STATE PLANE

COORDINATE SYSTEM OF 1983, EAST ZONE), A DISTANCE OF 100.49 FEET TO THE NORTHERLY LINE OF WEST FRONTAGE ROAD HERETOFORE DEDICATED PER PLAT OF HIGHWAYS DOCUMENT R2002100752 AND THE POINT BEGINNING; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY LINE FOR THE NEXT 3 COURSES; 1) THENCE NORTH 52 DEGREES 57 MINUTES 36 SECONDS WEST, A DISTANCE OF 361.88 FEET TO A POINT OF CURVATURE; 2) THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A CHORD BEARING OF NORTH 22 DEGREES 38 MINUTES 05 SECONDS WEST, A RADIUS OF 196.06 FEET, AN ARC DISTANCE OF 207.54 FEET TO A POINT ON A NON-TANGENT LINE; 3) THENCE NORTH 24 DEGREES 17 MINUTES 41 SECONDS EAST, A DISTANCE OF 65.02 FEET TO THE SOUTHERLY LINE OF LORENZO ROAD HERETOFORE DEDICATED PER SAID PLAT OF HIGHWAYS DOCUMENT R2002100752; THENCE SOUTH 67 DEGREES 29 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 75.62 FEET; THENCE SOUTH 59 DEGREES 38 MINUTES 49 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 453.68 FEET; THENCE SOUTH 31 DEGREES 22 MINUTES 33 SECONDS WEST, A DISTANCE OF 236.34 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING PARCELS:

EXCEPTION PARCEL 1:

THE NORTH 189.08 FEET OF THE SOUTH 378.16 FEET OF THE NORTH 1,883.64 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

EXCEPTION PARCEL 2:

THE NORTH 181.31 FEET OF THE SOUTH 1,0897.86 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

EXCEPTION PARCEL 3:

LOT 1 IN FIRST ADDITION TO PINE GREEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1994 AS DOCUMENT NUMBER R94-52969 IN WILL COUNTY, ILLINOIS.

EXCEPTION PARCEL 4:

LOT 1 IN PINE GREEN SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 217 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 1978 AS DOCUMENT NUMBER R78-37511 IN WILL COUNTY, ILLINOIS.

EXCEPTION PARCEL 5 (A):

THAT PART OF OUTLOT B IN THE FINAL PLAT OF RIDGEPORT LOGISTICS CENTER - PHASE 5, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2016 AS DOCUMENT NUMBER R2016031727, IN WILL COUNTY ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID OUTLOT B; THENCE NORTH 89 DEGREES 13 MINUTES 00 SECONDS EAST, A DISTANCE OF 411.47 FEET ALONG THE NORTH LINE OF SAID OUTLOT B; THENCE SOUTH 01 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 392.80 FEET; THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF

1950.00 FEET, AN ARC DISTANCE OF 76.63 FEET, A CHORD BEARING SOUTH 16 DEGREES 34 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 76.62 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 98.22 FEET, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 6 (B):

THAT PART OF OUTLOT B IN THE FINAL PLAT OF RIDGEPORT LOGISTICS CENTER - PHASE 5, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2016 AS DOCUMENT NUMBER R2016031727, IN WILL COUNTY ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID OUTLOT B; THENCE SOUTH 01 DEGREES 34 MINUTES 32 SECONDS WEST, A DISTANCE OF 98.22 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1950.00 FEET, AN ARC DISTANCE OF 247.47 FEET, A CHORD BEARING SOUTH 11 DEGREES 49 MINUTES 07 SECONDS WEST, AND A CHORD DISTANCE OF 247.30 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 603.80 FEET, AN ARC DISTANCE OF 119.49 FEET, A CHORD BEARING SOUTH 24 DEGREES 04 MINUTES 29 SECONDS WEST, AND A CHORD DISTANCE OF 119.29 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01 DEGREES 22 MINUTES 46 SECONDS WEST, 349.52 FEET; THENCE NORTH 36 DEGREES 47 MINUTES 59 SECONDS EAST, 20.71 FEET; THENCE SOUTH 81 DEGREES 02 MINUTES 38 SECONDS EAST, 96.50 FEET TO SAID POINT OF BEGINNING.

EXCEPTION PARCEL 7 (C) :

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST; THENCE SOUTH 01 DEGREES 41 MINUTES 38 SECONDS EAST, 50.00 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 52 MINUTES 18 SECONDS EAST, 1312.22 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 54 SECONDS EAST, 140.11 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 1070.25 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 42 SECONDS EAST, 55.01 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 275.03 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 03 SECONDS WEST, 55.06 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 27 SECONDS WEST, 1125.13 FEET; THENCE SOUTH 43 DEGREES 33 MINUTES 00 SECONDS WEST, 99.04 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 53 SECONDS EAST, 865.21 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 51 SECONDS WEST, 50.01 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 56 SECONDS WEST, 1095.83 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 51 SECONDS EAST, 208.19 FEET; THENCE SOUTH 43 DEGREES 33 MINUTES 00 SECONDS WEST, 69.94 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 51 SECONDS EAST, 1118.79 FEET TO SAID POINT OF BEGINNING.

EXCEPTION PARCEL 8 (D):

THAT PART OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED JUNE 25, 2008 AS DOCUMENT NUMBER R2008081023, AS BEING THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING

THEREFROM THE NORTH 1095.76 FEET, ALSO EXCEPTING THEREFROM THE SOUTH 39.39 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, IN WILL COUNTY, ILLINOIS AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF AFOREMENTIONED TRACT AS DESCRIBED IN DOCUMENT NUMBER R2008081023; THENCE NORTH 89 DEGREES 10 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 50.01 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 53 SECONDS EAST, 183.10 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 06 MINUTES 24 SECONDS WEST, ALONG SAID SOUTH LINE, 50.01 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 01 DEGREES 26 MINUTES 56 SECONDS WEST, ALONG SAID EAST LINE, 183.16 FEET TO SAID POINT OF BEGINNING.

EXCEPTION PARCEL 9 (E):

THAT PART OF THE SOUTH HALF OF SECTION 20 AND THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST; THENCE NORTH 01 DEGREES 44 MINUTES, 38 SECONDS WEST, 11.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES 30 SECONDS EAST, 2832.42 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHERLY 1231.13 FEET, ALONG THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 775.00 FEET, AND CHORD BEARING OF SOUTH 46 DEGREES 03 MINUTES 59 SECONDS EAST, 1105.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 33 MINUTES 28 SECONDS EAST, 977.95 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 32 SECONDS EAST, 120.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 28 SECONDS WEST, 977.95 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY, 1421.76 FEET, ALONG THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 895.00 FEET, AND CHORD BEARING OF NORTH 46 DEGREES 03 MINUTES 59 SECONDS WEST, 1276.91 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 25 MINUTES 30 SECONDS WEST, 1562.88 FEET; THENCE NORTH 48 DEGREES 27 MINUTES 26 SECONDS WEST, 109.73 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 30 SECONDS WEST, 1222.84 FEET; THENCE NORTH 01 DEGREES 41 MINUTES 42 SECONDS WEST, 58.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 30 SECONDS WEST, 678.35 FEET; THENCE NORTH 86 DEGREES 22 MINUTES 12 SECONDS WEST, 102.25 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHWESTERLY 526.37 FEET, ALONG THE ARC OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 540.69 FEET, AND CHORD BEARING OF NORTH 58 DEGREES 28 MINUTES 51 SECONDS WEST, 505.83 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 26 MINUTES 52 SECONDS WEST, 821.16 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 24 SECONDS WEST, 50.01 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 55 SECONDS EAST, 1360.22 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 30 SECONDS EAST, 1288.65 FEET TO SAID POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF COMMERCIAL PROPERTY

LOT 7 IN RIDGEPORT LOGISTICS CENTER - PHASE 2, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT R2014-036536 AND AS AMENDED BY THE CERTIFICATE OF CORRECTION RECORDED AUGUST 21, 2014 AS DOCUMENT NO. R2014-074296 AND BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 10, 2014 AS DOCUMENT R2014-107175, IN WILL COUNTY, ILLINOIS.

EXHIBIT C
CITY AGREEMENTS

- (1) Amended and Restated Redevelopment Agreement dated January 3, 2018 by and between the City of Wilmington, Illinois, Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, Ridge Lego Partners, LLC, a Delaware limited liability company, Ridgeport Partners I, LLC, a Delaware limited liability company, Ridgeport Partners II, LLC, a Delaware limited liability company, Batory Real Estate Holding, LLC, an Illinois limited liability company, A-R Ridgeport II, LLC, a Delaware limited liability company, which agreement was recorded with the Office of the Will County Recorder on February 13, 2018 as Document Number R2018010782 (the “**Restated Redevelopment Agreement**”); as amended by that certain First Amendment to Amended and Restated Redevelopment Agreement, which was recorded with the Office of the Will County Recorder on December 14, 2018 as Document No. R2018087255 (“**First Amendment to Restated Redevelopment Agreement**”); and by that certain Second Amendment to Amended and Restated Redevelopment Agreement, which was recorded with the Office of the Will County Recorder on May 27, 2021 as Document No. R2021059448 (“**Second Amendment to Restated Redevelopment Agreement**”) (the Restated Redevelopment Agreement, as amended by the First Amendment to Restated Redevelopment Agreement and Second Amendment to Restated Redevelopment Agreement, is referred to herein as the “**Redevelopment Agreement**”);
- (2) Amended and Restated Annexation Agreement dated October 25, 2017 by and among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association (“**Association**”), which agreement was recorded with the Office of the Will County Recorder on November 3, 2017 as Document Number R2017086915 (the “**Restated Annexation Agreement**”); which Restated Annexation Agreement was amended by that certain First Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on March 11, 2019 as Document No. 2019013421 (“**First Amendment to Restated Annexation Agreement**”); by that certain Second Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on July 15, 2020 as Document No. R2020056468 (“**Second Amendment to Restated Annexation Agreement**”); by that certain Third Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on December 29, 2020 as Document No. R2020119830 (“**Third Amendment to Restated Annexation Agreement**”); by that certain Fourth Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on March 17, 2021 as Document No. R2021030517 (“**Fourth Amendment to Restated Annexation Agreement**”); and by that certain Fifth Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on May 27, 2021 as Document No. R2021059447 (“**Fifth Amendment to Restated Annexation Agreement**”) (the Restated Annexation Agreement, as amended by the First Amendment to Restated Annexation Agreement, Second Amendment to Restated Annexation Agreement, Third Amendment to Restated Annexation Agreement, Fourth Amendment to Restated Annexation Agreement, and Fifth Amendment to Restated Annexation Agreement is referred to herein as the “**Annexation Agreement**”); and
- (3) Development Agreement dated May 4, 2010 by and among the City, the Association, Ridge Logistics Park I, LLC, a Delaware limited liability company, and Ridgeport Development Services, LLC, a Delaware limited liability company, which agreement was recorded with the Office of the Will County Recorder on May 25, 2010 as document R2010052537 (“**Original Development Agreement**”); as amended by that First Amendment to Development Agreement recorded with the Office of the Will County Recorder on December 19, 2014 as document number R2014109839 (“**First Amendment to Development Agreement**”); and that Second Amendment to Development Agreement recorded with the Office of the Will County Recorder on May 27, 2021 as Document No. R2021059446 (“**Second**

Amendment to Development Agreement”) (the Original Development Agreement, as amended by the First Amendment to Development Agreement and Second Amendment to Development Agreement is referred herein as the “**Development Agreement**”).

(4) LIST OTHERS, IF ANY

EXHIBIT D



MEMO

Date: August 12, 2021
To: City of Wilmington Council
From: Matt Hoffman, Finance Director
Re: Utility Billing

As of 08/01/21 we have a total of 497 accounts with past due balances. A majority of those accounts are less than 60 days past due. We anticipate the number of delinquent accounts to decrease now that we are able to discontinue service due to nonpayment.

In an effort to aid our community during the pandemic those households that find themselves unable to pay their bill fully have been offered the option to setup a payment plan. As part of any payment arrangement we suspend interest and penalties until the balance is paid in full.

Along with shutoffs we have resumed the meter replacement program. Since beginning on July 7, we have replaced 65 meters, 7 of which were for commercial properties

	Days Past Due				Total #	Total \$
	30	60	90	120+		
AUGUST	345	86	37	29	497	
	\$ 54,853	\$ 12,300	\$ 9,722	\$ 37,892		\$ 114,766

Total # of Accounts:	2,322	
% of Accounts Diligent:	21%	
	#	\$
% 30 Days Past Due	69%	48%
% 60 Days Past Due	17%	11%
% 90 Days Past Due	7%	8%
% 120+ Days Past Due	6%	33%

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022 BUDGET	% of Budget		
		8% May-21	17% June-21	25% July-21	33% August-21	42% September-21	50% October-21	58% November-21	67% December-21	75% January-22	83% February-22	92% March-22	100% April-22					
GENERAL FUND REVENUES																		
<i>Taxes</i>																		
01-00-4020	PROPERTY TAXES - G/C	6,981	158,628	11,915	-											177,524	342,755	51.79%
01-00-4030	STATE SALES TAX	87,182	127,557	109,019	132,103											455,861	1,058,000	43.09%
01-00-4050	MULTIPLE UTILITY TAXES	44,933	42,151	50,407	-											137,492	543,000	25.32%
01-00-4235	CABLE TV FRANCHISE FEE	21,126	-	-	-											21,126	76,600	27.58%
01-00-4155	VIDEO GAMING TAX	-	34,352	16,317	-											50,668	100,000	50.67%
01-03-4020	PROPERTY TAXES - POLICE DEPT.	4,987	113,335	8,513	-											126,836	244,888	51.79%
01-03-4021	PROPERTY TAX- POLICE PENSION	4,288	171,181	23,722	14,640											213,832	421,137	50.77%
01-05-4020	PROPERTY TAXES - ST & ALLEYS	1,834	46,796	-	-											48,630	-	0.00%
01-09-4020	PROPERTY TAXES - FICA G/C	1,996	45,361	3,407	-											50,765	98,014	51.79%
01-09-4021	PROPERTY TAXES - IMRF	292	6,627	498	-											7,416	14,318	51.79%
01-10-4020	PROPERTY TAXES- AUDIT & ACCTG	201	4,577	344	-											5,122	9,890	51.79%
01-25-4020	PROPERTY TAXES GEN'L LAB INS	998	22,681	1,704	-											25,382	49,007	51.79%
01-25-4022	PROPERTY TAXES-W/COMP	998	22,681	1,704	-											25,382	49,007	51.79%
<i>Intergovernmental</i>																		
01-00-4040	TWP R&B PPRT	1,645	2,120	-	-											3,765	4,100	91.82%
01-00-4130	STATE PPRT	23,070	-	16,811	2,138											42,018	62,218	67.53%
01-00-4150	STATE INCOME TAX (LGDF)	96,318	84,509	151,625	-											332,453	665,400	49.96%
01-00-4153	LOCAL USE TAX	14,886	19,031	34,582	-											68,500	267,000	25.66%
01-00-4154	PULL TAB / JAR GAMES TAX	-	-	-	-											-	2,200	0.00%
01-03-4160	GRANTS - STATE MISC.	-	-	-	-											-	24,000	0.00%
01-00-4863	FEDERAL GRANTS	-	-	-	-											-	344,500	0.00%
<i>Licenses & Permits</i>																		
01-00-4230	BUSINESS REGISTRATION FEE	170	10	30	-											210	1,700	12.35%
01-00-4232	ECONOMIC DEVELOPMENT FEE	658	568	606	634											2,466	8,500	29.01%
01-00-4237	CONTRACTOR'S LICENSE	800	1,525	1,400	-											3,725	18,000	20.69%
01-00-4250	LICENSE - MISC.	930	300	600	125											1,955	7,000	27.93%
01-00-4270	LIQUOR LICENSES	1,200	-	1,230	800											3,230	15,000	21.53%
01-13-4290	BUILDING PERMIT FEES - CITY	7,450	118,560	39,120	125											165,255	300,000	55.08%
01-13-4291	BUILDING INSPECTION FEES	5,080	1,400	3,885	50											10,415	66,000	15.78%
01-14-4540	PLANNING FEE	-	-	-	-											-	2,000	0.00%
01-14-4640	ZONING FEE	250	-	-	-											250	500	50.00%
<i>Fines & Forfeits</i>																		
01-00-4251	TRUCK PERMITS - OVERWEIGHT	7,876	11,520	2,376	3,172											24,944	10,000	249.44%
01-00-4416	WPD RESTRICTED CONTRIBS K9	-	-	-	-											-	1,000	0.00%
01-00-4420	CIRCUIT CLERK COURT FINES	-	10,085	4,682	-											14,768	45,000	32.82%
01-00-4450	MISC. ORDINANCE FINES	3,199	2,950	2,075	100											8,324	60,000	13.87%
01-00-4455	IMPOUNDMENT FINE / SPEC TRNG	500	250	-	-											750	3,000	25.00%
01-00-4840	INSURANCE CLAIMS REIMBURSEMENTS	-	3,223	63,391	-											66,614	5,000	1332.28%
<i>Reimbursements</i>																		
01-00-4870	OTHER REIMBURSEMENTS	1,195	646	2,117	-											3,958	8,500	46.56%
01-00-4872	HEALTH/DENTAL INS. REIMBURSEMENTS	3,683	6,632	5,801	-											16,116	11,000	146.51%
01-00-4874	DEVELOPER REIMBURSEMENTS	-	17,139	630	-											17,769	330,000	5.38%
<i>Miscellaneous</i>																		
01-00-4850	INTEREST INCOME	20	-	-	-											20	1,100	1.86%
01-00-4859	OTHER INCOME - CATFISH DAYS	-	1,075	21,698	400											23,173	30,000	77.24%
01-00-4860	OTHER INCOME - MISC.	1,091	11,230	4,522	2,659											19,503	30,000	65.01%
01-00-4875	RENTAL OF PROPERTY	-	-	-	-											-	2,000	0.00%
01-03-4860	OTHER INCOME MISC	-	-	5,000	-											5,000	10,000	50.00%
01-00-4910	TRANSFER FROM OTHER FUNDS	-	-	-	-											-	-	0.00%
TOTAL REVENUES: GENERAL FUND		345,839	1,088,702	589,730	156,946											2,181,217	5,341,335	40.84%

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022 BUDGET	% of Budget	
		8% May-21	17% June-21	25% July-21	33% August-21	42% September-21	50% October-21	58% November-21	67% December-21	75% January-22	83% February-22	92% March-22	100% April-22				
FINANCE & ADMINISTRATION EXPENDITURES																	
<i>Salaries & Wages</i>																	
01-01-6010	WAGES -FINANCE & ADM.	20,953	20,555	30,830	10,466										82,804	234,907	35.25%
01-01-6050	ELECTED/APPTD OFFICIALS WAGES	3,063	2,368	1,918	2,008										9,358	35,000	26.74%
01-01-6011	FICA TAXES	1,857	1,692	2,444	923										6,916	17,970	38.49%
01-01-6013	SUTA TAX	162	134	147	91										534	7,693	6.94%
<i>Benefits</i>																	
01-01-6014	IMRF	-	2,269	-	3,179										5,448	26,576	20.50%
01-01-6380	EMPLOYEE HEALTH & LIFE INSURNC	-	5,565	5,565	83										11,213	72,013	15.57%
01-01-6385	RETIRED EMPL HEALTH INS/DENTAL	1,254	7,890	7,284	1,388										17,816	104,400	17.06%
<i>Contractual Services</i>																	
01-01-6320	AUDIT & ACCOUNTING SERVICES	-	-	-	-										-	28,000	0.00%
01-01-6335	PROF FEES - COMPUTER R&M	895	2,296	2,955	16,184										22,330	15,000	148.86%
01-01-6360	DUES SUBSCRIP. & MEMBERSHIPS	38	100	1,508	-										1,646	7,000	23.51%
01-01-6460	LEGAL SERVICES	-	7,481	1,375	-										8,856	35,000	25.30%
01-01-6650	NOTICES/LEGAL PUBLICATIONS	-	-	35	-										35	1,000	3.50%
01-01-6670	PROF FEES - OTHER	-	792	905	462										2,159	47,000	4.59%
01-01-6671	PAYROLL PROCESSING	-	-	-	-										-	7,500	0.00%
01-01-6760	TELEPHONE/INTERNET	20	2,897	3,925	-										6,842	9,100	75.19%
01-01-6770	TRAINING, MTG & TRAVEL EXPENSE	83	310	-	-										393	3,200	12.28%
01-01-6965	POSTAGE	-	225	-	46										271	1,000	27.11%
01-01-7130	ECONOMIC DEVELOP COM EXP	-	-	-	-										-	2,500	0.00%
01-01-7180	POLICE COMMISSION EXP	1,080	-	-	-										1,080	20,950	5.16%
01-01-7321	LEASED EQUIPMENT EXPENSE	257	456	126	252										1,091	1,500	72.73%
01-01-7940	SERVICE & INVESTMENT FEES	-	-	-	-										-	100	0.00%
01-01-7950	REFUNDS	-	-	-	-										-	-	0.00%
01-01-7951	SALES TAX CREDIT	-	-	-	-										-	127,500	0.00%
<i>Supplies</i>																	
01-01-6930	GASOLINE & OIL	-	37	-	108										145	100	145.24%
01-01-6960	OFFICE SUPPLIES	149	245	470	-										863	4,000	21.59%
01-01-6970	OPER SUPPLIES AND TOOLS	520	20	-	-										540	1,500	36.00%
01-01-7110	ADMIN MISC EXPENSE	-	-	-	-										-	-	0.00%
01-01-7150	MAYOR'S MISC EXP	100	-	-	-										100	2,000	5.00%
01-01-7155	COMMUNITY FESTIVALS	-	-	500	9,500										10,000	7,500	133.33%
01-01-7156	CATFISH DAYS EXPENSE	-	3,275	14,383	5,000										22,658	30,000	75.53%
<i>Miscellaneous</i>																	
01-01-6510	MAINTENANCE - EQUIPMENT	-	-	-	-										-	500	0.00%
01-01-6640	MAINT-VEHICLES	-	-	-	-										-	-	0.00%
01-01-7160	MISC EXPENSE	5,802	4,035	174	158										10,169	-	0.00%
01-01-7320	EQUIPMENT PURCHASES	-	-	-	-										-	23,000	0.00%
01-01-7360	EXPENSED EQUIPMENT	-	-	-	-										-	1,000	0.00%
01-01-8021	CONTINGENCY	-	-	-	-										-	-	0.00%
<i>Other Financing Uses</i>																	
01-01-8020	TRANSFERS TO OTHER FUNDS	-	-	-	-										-	-	0.00%
TOTAL EXPENDITURES: FINANCE & ADMINISTRATION		36,233	62,643	74,545	49,847										223,267	874,509	25.53%

BUILDING & GROUNDS EXPENDITURES

<i>Contractual</i>																	
01-02-6510	MAINTENANCE - EQUIPMENT	-	-	-	-										-	2,600	0.00%
01-02-6530	MAINTENANCE - GROUNDS/BUILDING	4,477	4,306	5,867	598										15,248	112,000	13.61%
01-02-6531	PROF FEES - JANITORIAL	-	1,850	1,850	1,850										5,550	19,800	28.03%
01-02-6670	PROF FEES - OTHER	-	-	-	1,031										1,031	23,000	4.48%

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022 BUDGET	% of Budget
			8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%			
			May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
01-02-6760	TELEPHONE/INTERNET		-	147	177	-									324	1,700	19.06%
01-02-6810	UTILITIES		-	-	308	-									308	3,200	9.62%
Supplies																	
01-02-6970	OPER SUPPLIES AND TOOLS		115	-	129	-									244	3,500	6.97%
01-02-7160	MISC EXPENSE		-	-	-	-									-	-	0.00%
01-02-7320	EQUIPMENT PURCHASES		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: BUILDING & GROUNDS			4,591	6,303	8,202	3,479	-	-	-	-	-	-	-	-	22,704	165,800	13.69%

POLICE EXPENDITURES EXPENDITURES

Salaries and Wages																	
01-03-6010	WAGES - WPD		97,577	103,021	145,890	48,909									395,397	1,469,786	26.90%
01-03-6015	OVERTIME WAGES		3,258	5,891	15,197	3,249									27,595	81,000	34.07%
01-03-6020	PART TIME WAGES		6,194	5,006	7,880	1,874									20,954	71,000	29.51%
01-03-6030	CROSSING GUARD WAGES		600	390	-	-									990	4,000	24.75%
01-03-6035	VACATION/SICKTIME BUY-OUT		-	-	-	-									-	37,600	0.00%
01-03-6011	FICA TAX		8,027	6,756	12,717	4,035									31,535	112,439	28.05%
01-03-6013	SUTA TAX		252	177	249	80									757	48,135	1.57%
Benefits																	
01-03-6014	IMRF		-	1,973	-	2,884									4,857	-	0.00%
01-03-6380	EMPLOYEE HEALTH & LIFE INSURNC		-	18,532	18,532	502									37,566	222,388	16.89%
01-03-6685	POLICE PENSION CONTRIBUTION		-	194,903	14,640	-									209,543	430,000	48.73%
Contractual																	
01-03-6310	PROF FEES - ANIMAL CONTROL		-	-	400	-									400	1,000	40.00%
01-03-6331	COMMUNITY SERVICE & AFFAIRS		-	-	-	-									-	1,000	0.00%
01-03-6335	PROF FEES - COMPUTER R&M		2,030	2,372	3,082	1,292									8,776	20,000	43.88%
01-03-6340	PROF FEES - DISPATCH SVCS		30,866	15,433	15,433	-									61,731	176,000	35.07%
01-03-6360	DUES SUBSCRIP. & MEMBERSHIPS		-	992	-	-									992	2,000	49.60%
01-03-6460	LEGAL SERVICES		-	2,332	3,030	-									5,362	30,000	17.87%
01-03-6510	MAINTENANCE - EQUIPMENT		136	468	795	95									1,494	4,000	37.35%
01-03-6640	MAINT-VEHICLES		80	900	744	51									1,774	15,000	11.83%
01-03-6650	NOTICES/LEGAL PUBLICATIONS		-	-	-	-									-	500	0.00%
01-03-6670	PROF FEES - OTHER		171	4,546	382	110									5,209	5,000	104.18%
01-03-6760	TELEPHONE/INTERNET		1,147	1,955	3,219	-									6,321	20,000	31.60%
01-03-6770	TRAINING, MTG & TRAVEL EXPENSE		2,150	825	5,279	-									8,254	15,000	55.02%
01-03-7321	LEASED EQUIPMENT EXPENSE		4,526	2,569	2,420	320									9,835	96,100	10.23%
Supplies																	
01-03-6671	K-9 PROGRAM EXPENSES		-	-	1,067	-									1,067	1,000	106.67%
01-03-6930	GASOLINE & OIL		-	1,741	-	6,059									7,800	30,000	26.00%
01-03-6960	OFFICE SUPPLIES		-	416	446	-									861	3,000	28.71%
01-03-6965	POSTAGE		46	365	161	-									572	1,000	57.21%
01-03-6970	OPER SUPPLIES AND TOOLS		1,146	537	364	528									2,574	15,000	17.16%
01-03-7010	UNIFORMS & ACCESSORIES		222	119	337	-									678	20,000	3.39%
Miscellaneous																	
01-03-6775	GRANT EXPENDITURES		-	-	-	-									-	24,000	0.00%
01-03-7160	MISC EXPENSE		-	400	518	-									917	-	0.00%
01-03-7320	EQUIPMENT PURCHASES		-	-	71,078	-									71,078	122,381	58.08%
01-03-7360	EXPENSED EQUIPMENT		-	-	-	-									-	3,000	0.00%
01-03-8020	TRANSFER TO OTHER FUNDS		-	-	-	-									-	5,000	0.00%
TOTAL EXPENDITURES: POLICE			158,426	372,619	323,858	69,988	-	-	-	-	-	-	-	-	924,890	3,086,329	29.97%

PUBLIC WORKS EXPENDITURES

Salaries and Wages																	
01-05-6010	WAGES - PW		16,674	13,800	27,600	9,176									67,251	234,861	28.63%

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022	
		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%		BUDGET	% of Budget
		May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
01-05-6015	OVERTIME WAGES	205	442	507	14									1,169	13,000	8.99%
01-05-6020	PART TIME WAGES	960	1,632	1,920	-									4,512	15,000	30.08%
01-05-6011	FICA TAX	1,329	1,179	2,287	689									5,484	20,109	27.27%
01-05-6013	SUTA TAX	31	53	442	120									647	8,609	7.51%
Benefits																
01-05-6014	IMRF	-	1,740	-	2,898									4,638	13,200	35.14%
01-05-6380	EMPLOYEE HEALTH & LIFE INSURNC	-	2,882	3,087	47									6,017	32,127	18.73%
Contractual																
01-05-6335	PROF FEES - COMPUTER R&M	156	176	694	-									1,026	1,000	102.63%
01-05-6360	DUES SUBSCR. & MEMBERSHIPS	689	-	-	-									689	200	344.50%
01-05-6390	PROF FEES - ENGINEERING	-	-	-	-									-	-	0.00%
01-05-6440	PROF FEES - JULIE LOCATE	-	-	-	-									-	3,000	0.00%
01-05-6670	PROF FEES - OTHER	-	50	-	-									50	500	10.00%
01-05-6460	LEGAL SERVICES	-	-	-	-									-	-	0.00%
01-05-6650	NOTICES/LEGAL PUBLICATIONS	-	-	-	-									-	-	0.00%
01-05-6710	RENTAL OF EQUIPMENT	-	-	-	-									-	5,000	0.00%
01-05-6740	STREET LIGHT ELECTRICITY	1,870	6,335	6,405	11,893									26,502	104,500	25.36%
01-05-6760	TELEPHONE/INTERNET	65	530	738	-									1,332	4,000	33.30%
01-05-6770	TRAINING, MTG & TRAVEL EXPENSE	-	-	-	-									-	2,000	0.00%
01-05-6780	TREE AND WEED REMOVAL	-	-	1,064	60									1,124	-	0.00%
01-05-6965	POSTAGE	-	50	-	-									50	100	50.00%
Supplies																
01-05-6480	MAINT-BRIDGES	-	-	-	-									-	2,500	0.00%
01-05-6500	MAINT-CURBS & GUTTERS	1,225	1,664	-	-									2,889	3,000	96.32%
01-05-6510	MAINTENANCE - EQUIPMENT	3,042	1,951	277	138									5,407	16,000	33.80%
01-05-6570	MAINT-SIDEWALKS	-	(225)	1,143	-									918	3,000	30.58%
01-05-6580	MAINT-STORM SEWERS	260	-	3,878	-									4,138	5,000	82.76%
01-05-6590	MAINT-STREETS	213	1,662	-	-									1,874	25,000	7.50%
01-05-6640	MAINT-VEHICLES	382	1,381	2,370	243									4,376	15,000	29.17%
01-05-6785	MOWING	-	-	-	-									-	-	0.00%
01-05-6930	GASOLINE & OIL	15	1,569	-	3,142									4,726	35,000	13.50%
01-05-6960	OFFICE SUPPLIES	-	58	-	-									58	1,000	5.76%
01-05-6970	OPER SUPPLIES AND TOOLS	71	1,010	366	607									2,054	9,000	22.82%
01-05-6990	SIGN REPLACEMENT	-	270	60	52									382	2,500	15.27%
01-05-7010	UNIFORMS & ACCESSORIES	-	520	-	145									665	3,000	22.17%
01-05-7160	MISC EXPENSE	-	25	-	-									25	-	0.00%
Debt Service																
01-05-7323	EQUIP LOAN - PRINC	-	56,960	-	-									56,960	57,200	99.58%
01-05-7324	EQUIP LOAN - INTEREST	-	6,278	-	-									6,278	6,100	102.91%
Miscellaneous																
01-05-7320	EQUIPMENT PURCHASES	-	-	-	-									-	64,000	0.00%
01-05-7360	EXPENSED EQUIPMENT	-	-	-	-									-	4,000	0.00%
01-05-8020	TRANSFERS TO OTHER FUNDS	-	-	-	-									-	10,000	0.00%
TOTAL EXPENDITURES: PUBLIC WORKS		27,187	101,992	52,836	29,224	-	-	-	-	-	-	-	-	211,241	718,506	29.40%

BUILDING DEPARTMENT EXPENDITURES

Salaries and Wages																
ACCOUNT NUMBER	DESCRIPTION	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	BUDGET	% of Budget
		May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
01-13-6010	WAGES - BLDG	2,267	1,667	2,207	1,667									7,807	26,000	30.03%
01-13-6011	FICA TAX	173	128	169	128									597	2,000	29.86%
01-13-6012	CITY ENGINEER SERVICES	-	-	-	-									-	-	0.00%
01-13-6013	SUTA TAX	74	55	72	55									256	900	28.41%
Contractual																

City of Wilmington
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ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022	
			8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%		BUDGET	% of Budget
			May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
01-13-6337	CONSULTING FEE		-	-	-	-									-	500	0.00%
01-13-6360	DUES SUBSCRIP. & MEMBERSHIPS		-	-	-	-									-	500	0.00%
01-13-6380	EMPLOYEE HEALTH & LIFE INRUANCE		-	1,611	1,611	-									-	-	0.00%
01-13-6460	LEGAL SERVICES		-	-	-	-									-	100	0.00%
01-13-6760	TELEPHONE/INTERNET		-	42	89	-									132	500	26.37%
01-13-6770	TRAINING, MTG & TRAVEL EXPENSE		-	-	-	-									-	-	0.00%
01-13-6965	POSTAGE		-	-	-	-									-	100	0.00%
<i>Supplies</i>																	
01-13-6335	PROF FEES- COMPUTER R & M		-	-	-	-									-	500	0
01-13-6960	OFFICE SUPPLIES		-	-	-	-									-	1,500	0.00%
01-13-6970	OPER SUPPLIES AND TOOLS		-	-	-	-									-	500	0.00%
01-13-7160	MISC EXPENSE		-	-	-	-									-	-	0.00%
01-13-7320	EQUIPMENT PURCHASES		-	-	-	-									-	-	0.00%
01-13-7360	EXPENSED EQUIPMENT		-	-	-	-									-	500	0.00%
TOTAL EXPENDITURES: BUILING DEPARTMENT			2,514	3,503	4,149	1,849	-	-	-	-	-	-	-	-	8,791	33,600	26.16%

PLANNING & ZONING EXPENDITURES

<i>Salaries and Wages</i>																	
01-14-6010	WAGES - P & Z		-	-	-	-									-	1,500	0.00%
01-14-6011	FICA TAX		7	-	-	-									7	115	5.96%
01-14-6013	SUTA TAX		0	-	-	-									0	49	0.28%
<i>Benefits</i>																	
01-14-6014	IMRF		-	9	-	-									9	13,200	0.07%
01-14-6380	EMPLOYEE HEALTH & LIFE INSURNC		-	-	-	-									-	32,127	0.00%
<i>Contractual</i>																	
01-14-6337	CONSULTING FEE		910	-	571	-									1,481	20,000	7.41%
01-14-6338	CONSULTING FEES - DEVELOPERS		280	33,529	1,056	-									34,865	43,000	81.08%
01-14-6461	LEGAL SERVICES - DEVELOPERS		-	-	-	-									-	2,000	0.00%
01-14-6650	NOTICES/LEGAL PUBLICATIONS		-	-	-	-									-	1,000	0.00%
01-14-6965	POSTAGE		-	-	-	-									-	-	0.00%
<i>Supplies</i>																	
01-14-6960	OFFICE SUPPLIES		-	-	-	-									-	-	0.00%
01-14-7160	MISC EXPENSE		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: PLANNING & ZONING			1,197	33,538	1,628	-	-	-	-	-	-	-	-	-	36,363	112,991	32.18%

POLICE PENSION EXPENDITURES

<i>Benefits</i>																	
01-15-6685	POLICE PENSION FUND CONTRIBTN		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: POLICE PENSION			-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%

INSURANCE EXPENDITURES

<i>Benefits</i>																	
01-25-6470	PROP. EQUIP & LIAB. INS		-	-	-	-									-	268,646	0.00%
01-25-6690	W/COMP INS		-	7,261	7,261	-									14,522	120,000	12.10%
01-25-6691	LIABILITY INS. DEDUCTIBLE		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: INSURANCE			-	7,261	7,261	-	-	-	-	-	-	-	-	-	14,522	388,646	3.74%

TOTAL FUND REVENUES			345,839	1,088,702	589,730	156,946	-	-	-	-	-	-	-	-	2,181,217	5,341,335	40.84%
TOTAL FUND EXPENDITURES			230,149	587,858	472,478	154,388	-	-	-	-	-	-	-	-	1,441,779	5,380,382	26.80%
FUND SURPLUS (DEFICIT)			115,690	500,844	117,252	2,559	-	-	-	-	-	-	-	-	739,438	(39,047)	-1893.73%

WATER FUND

WATER CAPITAL REVENUES

<i>Charges for Service</i>																	
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City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022	
			8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%		BUDGET	% of Budget
			May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
02-21-6460	LEGAL SERVICES		-	-	-	-									-	500	0.00%
02-21-6470	PROP. EQUIP. & LIABILTY INS		-	-	-	-									-	99,542	0.00%
02-21-6510	MAINTENANCE - EQUIPMENT		-	6,772	13,022	-									19,794	15,000	131.96%
02-21-6640	MAINT - VEHICLES		-	-	-	406									406	1,200	33.84%
02-21-6650	NOTICES/LEGAL PUBLICATIONS		-	-	84	-									84	500	16.80%
02-21-6670	PROF FEES - OTHER - LABS		1,149	-	648	-									1,797	15,000	11.98%
02-21-6671	TESTING & CALIBRATION		-	617	-	-									617	13,000	4.75%
02-21-6674	PROF FEES PRINTING & DUP		195	-	555	177									928	500	185.52%
02-21-6730	LIME/SLUDGE DISPOSAL		-	-	-	-									-	40,000	0.00%
02-21-6760	TELEPHONE/INTERNET		65	510	936	-									1,511	5,500	27.47%
02-21-6770	TRAINING, MTG & TRAVEL EXPENSE		-	252	-	-									252	3,000	8.40%
02-21-6810	UTILITIES		-	5,807	4,740	288									10,836	60,000	18.06%
02-21-7940	SERVICE INVESTMENT FEES		929	927	-	-									1,856	3,000	61.88%
02-21-7321	LEASED EQUIPMENT EXPENSE		-	117	95	189									400	2,400	16.68%
Supplies																	
02-21-6520	MAINT - WELL		-	-	-	-									-	4,000	0.00%
02-21-6530	MAINTENANCE - SITE GRNDS/BLDG		-	-	258	-									258	5,000	5.16%
02-21-6540	MAINT - DISTRIBUTION		-	-	1,329	-									1,329	20,000	6.65%
02-21-6610	MAINT - SITE PROCESS MAINS		-	-	474	-									474	10,000	4.74%
02-21-6620	MAINT - WATER METERS		-	-	-	7,154									7,154	500	1430.80%
02-21-6625	MAINT - BSTRSTN / TOWERS		-	43	-	-									43	38,500	0.11%
02-21-6930	GASOLINE & OIL		-	185	-	588									773	1,000	77.30%
02-21-6960	OFFICE SUPPLIES		630	-	-	-									630	2,200	28.63%
02-21-6965	POSTAGE		-	250	-	-									250	2,000	12.50%
02-21-6970	OP SUPPLIES AND TOOLS		22	608	1,152	399									2,182	8,500	25.67%
02-21-7010	UNIFORMS & ACCESSORIES		-	175	-	125									300	1,000	29.99%
02-21-7030	WATER TREATMENT CHEMICALS		-	13,112	7,822	3,878									24,812	85,000	29.19%
Debt Service																	
02-21-7928	WTR IEPA LOAN #2 PRINCIPLE		-	-	-	-									-	29,787	0.00%
02-21-7929	WTR IEPA LOAN #2 - INTEREST		-	-	-	-									-	10,955	0.00%
02-21-7932	WTR IEPA LOAN #1 PRINCIPLE		-	-	-	-									-	24,960	0.00%
02-21-7934	WTR IEPA LOAN #1 - INTEREST		-	-	-	-									-	3,578	0.00%
Miscellaneous																	
02-21-7320	EQUIPMENT PURCHASES		-	-	-	-									-	6,000	0.00%
02-21-7360	EXPENSED EQUIPMENT		-	-	-	-									-	5,000	0.00%
02-21-7950	REFUNDS		-	-	-	-									-	500	0.00%
Other Financing Uses																	
02-21-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: WATER OPERATION			53,204	75,651	98,222	39,265	-	-	-	-	-	-	-	-	266,342	1,273,580	20.91%

Garbage Service Revenue

Charges for Service																				
02-23-4530	GARBAGE COLLECTION FEES		37,623	406	37,700	37,659												113,387	448,950	25.26%

GARBAGE EXPENDITURES

Contractual																				
02-23-6420	GARBAGE COLLECTION EXPENSE		81,771	40,370	40,370	-												162,511	448,950	36.20%
TOTAL EXPENDITURES: GARBAGE			81,771	40,370	40,370	-	-	-	-	-	-	-	-	-	162,511	448,950	36.20%			

TOTAL FUND REVENUES	162,736	12,770	178,092	163,097	-	-	-	-	-	-	-	-	-	-	516,695	2,004,961	25.77%
TOTAL FUND EXPENDITURES	134,975	121,728	148,389	39,265	-	-	-	-	-	-	-	-	-	-	444,356	2,515,030	17.67%
FUND SURPLUS (DEFICIT)	27,761	(108,958)	29,703	123,832	-	-	-	-	-	-	-	-	-	-	72,339	(510,068)	-14.18%

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
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ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date	FISCAL YEAR 2022		
			May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22		Totals	BUDGET	% of Budget
SEWER FUND																		
SEWER OPERATIONS REVENUE																		
<i>Charges for Service</i>																		
04-00-4560	SEWER SERVICE FEES		85,650	761	96,928	88,436										271,775	1,021,901	26.60%
04-00-4570	SEWER CAPACITY USER FEE		-	-	-	-										-	10,000	0.00%
<i>Reimbursements</i>																		
04-00-4870	OTHER REIMBURSEMENTS		-	-	-	-										-	5,000	0.00%
<i>Miscellaneous</i>																		
04-00-4860	OTHER INCOME - MISC		-	-	-	-										-	1,000	0.00%
<i>Other Financing Uses</i>																		
04-00-4850	INTEREST INCOME		-	-	-	-										-	-	0.00%
04-00-4910	TRANSFERS TO OTHER FUNDS		-	-	-	-										-	-	0.00%
TOTAL REVENUES: SEWER OPERATIONS			85,650	761	96,928	88,436	-	-	-	-	-	-	-	-		271,775	1,037,901	26.19%
SEWER OPERATIONS EXPENDITURES																		
<i>Salaries and Wages</i>																		
04-00-6010	WAGES & SALARIES		31,557	25,612	44,382	12,850										114,401	380,469	30.07%
04-00-6015	OVERTIME WAGES		598	326	2,359	662										3,944	15,000	26.29%
04-00-6020	PT WAGES		-	-	-	-										-	5,100	0.00%
<i>Benefits</i>																		
04-00-6011	FICA TAXES		2,405	1,929	3,493	996										8,823	29,106	30.31%
04-00-6013	SUTA TAXES		-	-	-	-										-	12,460	0.00%
04-00-6014	IMRF/SLEP CONTRIBUTIONS		2,412	3,315	-	4,819										10,546	40,710	25.90%
04-00-6380	EMPLOYEE HEALTH & LIFE INS		-	4,530	4,530	50										9,109	70,489	12.92%
<i>Contractual Services</i>																		
04-00-6335	PROF FEES - COMPUTER R&M		413	48	1,887	4,585										6,934	10,000	69.34%
04-00-6360	DUES, SUPSCR. & MEMBERSHIPS		-	562	-	-										562	1,500	37.44%
04-00-6470	PROP. EQUIP. & LIAB INSURANCE		-	-	-	-										-	92,424	0.00%
04-00-6510	MAINTENANCE - EQUIPMENT		-	7,817	470	393										8,680	21,000	41.33%
04-00-6640	MAINT - VEHICLES		-	-	-	-										-	2,000	0.00%
04-00-6671	TESTING AND CALIBRATION		-	1,833	15,000	-										16,833	38,900	43.27%
04-00-6650	NOTICES/LEGAL PUBLICATIONS		-	-	-	-										-	500	0.00%
04-00-6670	PROF FEES - OTHER		-	-	-	-										-	1,500	0.00%
04-00-6690	W/ COMP INSURANCE		-	1,330	1,330	-										2,659	18,000	14.77%
04-00-6730	LIME & SLUDGE DISPOSAL		70	-	-	-										70	40,000	0.18%
04-00-6760	TELE/INTERNET SERVICE		85	590	874	-										1,549	5,000	30.97%
04-00-7940	SERVICE & INVESTMENT FEES		929	627	475	-										2,031	6,000	33.85%
<i>Supplies</i>																		
04-00-6530	MAINTENANCE - GRNDS/BLDG		2,692	-	49	190										2,930	21,500	13.63%
04-00-6560	MAINT - SWRS COLLECTION/LIFT STN		-	4,125	4,583	-										8,708	25,000	34.83%
04-00-6561	MAINT - SWRS - PROCESS		-	-	-	-										-	37,000	0.00%
04-00-6674	PROF FEES- PRINTING 7 DUPLIC		195	-	555	177										928	-	0.00%
04-00-6770	TRAINING, MTG. & TRAVEL		-	-	-	-										-	4,000	0.00%
04-00-6810	UTILITIES		-	8,316	6,577	167										15,060	85,000	17.72%
04-00-6930	GASOLINE & OIL		-	111	-	602										713	3,000	23.78%
04-00-6960	OFFICE SUPPLIES		-	56	590	295										941	2,500	37.64%
04-00-6965	POSTAGE		-	250	-	-										250	2,000	12.50%
04-00-6970	OPER SUPPLIES AND TOOLS		103	285	1,386	1,613										3,388	11,000	30.80%
04-00-6985	SEWER CHEMICALS		-	(4,149)	7,516	-										3,367	55,000	6.12%
04-00-7010	UNIFORMS & ACESORY		-	175	-	-										175	1,500	11.66%
<i>Debt Service</i>																		
04-00-7935	IEPA ARS BND SERIES '20 PRIN.		-	-	-	-										-	695,000	0.00%
04-00-7936	IEPA ARS BND SERIES '20 INT.		-	-	-	-										-	185,100	0.00%
<i>Miscellaneous</i>																		

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022	
			8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%		BUDGET	% of Budget
			May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
04-00-7320	EQUIPMENT PURCHASES		-	-	1,254	-									1,254	2,000	62.70%
04-00-7321	LEASED EQUIPMENT		-	117	95	189									400	1,000	40.04%
04-00-7360	EXPENSED EQUIP.		-	-	-	-									-	1,000	0.00%
04-00-7950	REFUNDS		-	-	-	-									-	500	0.00%
<i>Other Financing Uses</i>																	
04-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: SEWER OPERATION			41,459	57,805	97,404	27,587	-	-	-	-	-	-	-	-	224,254	1,922,259	11.67%

SEWER CAPITAL REVENUES

<i>Charges for Service</i>																	
04-03-4555	WWTP DEBT SERVICE REVNU		91,984	937	93,755	93,791	-	-	-	-	-	-	-	-	280,467	1,068,524	26.25%
04-03-4595	PENALTY FEE		6,702	5,552	3,880	(476)									15,657	29,072	53.86%
<i>Investment Income</i>																	
04-03-4850	INTEREST INCOME		-	-	-	-									-	10,000	0.00%
<i>Miscellaneous</i>																	
04-03-4875	RENATAL OF PROPERTY - TOWER LS		-	-	-	-									-	6,600	0.00%
<i>Other Financing Uses</i>																	
04-03-4910	TRANSFERS FROM OTHER FUNDS		-	-	-	-									-	-	0.00%
TOTAL REVENUES: SEWER CAPITAL			98,685	6,489	97,634	93,315	-	-	-	-	-	-	-	-	15,657	1,114,196	1.41%

SEWER CAPITAL EXPENDITURES

<i>Contractual Services</i>																	
04-03-6390	PROF FEES - ENGINEERING		-	1,250	-	-									1,250	92,400	1.35%
04-03-6460	LEGAL SERVICES		-	-	-	-									-	-	0.00%
04-03-6670	PROF FEES - OTHER		-	-	-	-									-	-	0.00%
04-03-7320	EQUIPMENT PURCHASES		-	-	-	-									-	200,000	0.00%
04-03-7325	LOAN - CAPITAL IMPROVEMENT PROJECTS		-	-	-	-									-	-	0.00%
04-03-7430	SEWER COLLECTION LINE UPGRADE		-	-	-	-									-	50,000	0.00%
04-03-7450	MISC. OTHER CPATIAL PROJECTS		-	-	-	-									-	-	0.00%
04-03-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-									-	-	0.00%
<i>Miscellaneous</i>																	
04-03-7160	MISC. EXPENSE		-	-	-	-									-	-	0.00%
04-03-8021	CONTINGENCY		-	-	-	-									-	389,910	0.00%
TOTAL EXPENDITURES: SEWER CAPITAL			-	1,250	-	-	-	-	-	-	-	-	-	-	1,250	732,310	0.17%

TOTAL FUND REVENUES	184,335	7,250	194,563	181,751	-	-	-	-	-	-	-	-	-	-	271,775	2,152,097	12.63%
TOTAL FUND EXPENDITURES	41,459	59,055	97,404	27,587	-	-	-	-	-	-	-	-	-	-	224,254	2,654,569	8.45%
FUND SURPLUS (DEFICIT)	142,876	(51,805)	97,159	154,164	-	-	-	-	-	-	-	-	-	-	47,520	(502,472)	-9.46%

MOTOR FUEL TAX REVENUES

<i>Taxes</i>																	
06-00-4120	MFT STATE ALLOTMENTS		11,056	-	-	-									11,056	137,400	8.05%
06-00-4121	TRANSPORTATION RENEWAL		7,801	-	-	-									7,801	98,700	7.90%
06-00-4122	REBUILD IL		62,872	-	-	-									62,872	126,000	49.90%
<i>Intergovernmental</i>																	
06-00-4110	GRANTS - FEDERAL		-	-	-	-									-	-	0.00%
<i>Investment Income</i>																	
06-00-4850	INTEREST INCOME		15	-	-	-									15	2,500	0.58%
<i>Miscellaneous</i>																	
06-00-4860	OTHER INCOME - MICS.		-	-	-	-									-	1,000	0.00%
TOTAL REVENUES: MOTOR FUEL TAX			73,943	-	-	-	-	-	-	-	-	-	-	-	81,743	365,600	22.36%

MOTOR FUEL TAX EXPENDITURES

<i>Miscellaneous</i>																	
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City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022	
			8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%		BUDGET	% of Budget
			May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
06-00-6596	MISC. MFT PROJECTS - PRIOR YRS		-	-	-	-									-	-	0.00%
06-00-6595	MFT PROJECTS CURRENT YEAR		-	-	-	-									-	212,000	0.00%
06-00-6983	SALT & CINDERS		-	-	-	-									-	45,000	0.00%
<i>Miscellaneous</i>																	
06-00-7320	EQUIPMENT PURCHASES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
06-00-7360	EXPENSED EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
TOTAL EXPENDITURES: MOTOR FUEL TAX			-	-	-	-	-	-	-	-	-	-	-	-	-	257,000	0.00%

TOTAL FUND REVENUES	73,943	-	-	-	-	-	-	-	-	-	-	-	-	-	81,743	365,600	22.36%
TOTAL FUND EXPENDITURES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	257,000	0.00%
FUND SURPLUS (DEFICIT)	73,943	-	-	-	-	-	-	-	-	-	-	-	-	-	81,743	108,600	75.27%

ESDA REVENUES

<i>Taxes</i>																		
07-00-4020	PROPERTY TAXES - ESDA		33	751	56	-										841	1,624	51.79%
<i>Intergovernmental</i>																		
07-00-4160	GRANTS - STATE		-	-	-	-										-	31,000	0.00%
<i>Reimbursements</i>																		
07-00-4870	OTHER REIMBURSEMENTS		-	-	-	-										-	1,000	0.00%
<i>Other Financing Uses</i>																		
07-00-4910	TRANSFERS FROM OTHER FUNDS		-	-	-	-										-	-	0.00%
TOTAL REVENUES: ESDA			33	751	56	-	-	-	-	-	-	-	-	-	-	841	33,624	2.50%

ESDA EXPENDITURES

<i>Salaries and Wages</i>																		
07-00-6010	WAGES - ESDA		3,750	-	-	-										3,750	9,500	39.47%
<i>Benefits</i>																		
07-00-6011	FICA TAX		287	-	-	-										287	727	39.47%
07-00-6013	SUTA TAX		123	-	-	-										123	311	39.48%
<i>Contractual Services</i>																		
07-00-6340	PROF FEES - DISPATCH SVS		50	25	25	-										100	500	20.05%
07-00-6360	DUES SUBSCR. & MEMBERSHIPS		-	-	-	-										-	300	0.00%
07-00-6510	MAINTENANCE - EQUIPMENT		-	165	-	-										165	2,000	8.25%
07-00-6550	MAINT - RADIOS & PAGERS		-	448	-	-										448	1,000	44.80%
07-00-6640	MAINT - VEHICLES		-	165	-	42										207	2,500	8.29%
07-00-6670	PROF FEES - OTHER		-	-	-	-										-	1,500	0.00%
07-00-6760	TELEPHONE/INTERNET		774	919	1,299	-										2,992	10,000	29.92%
07-00-6817	SUBSCRIPTION WEATHER SERVICE		-	-	-	-										-	150	0.00%
07-00-7321	LEASED EQUIPMENT EXPENSE		3,650	1,825	1,825	-										7,300	20,000	36.50%
<i>Supplies</i>																		
07-00-6770	TRAINING, MTG & TRAVEL		-	-	-	-										-	1,000	0.00%
07-00-6930	GASOLINE & OIL		-	74	-	325										399	500	79.73%
07-00-6960	OFFICE SUPPLIES		-	-	-	-										-	500	0.00%
07-00-6970	OPER SUPPLIES AND TOOLS		326	1,176	26	-										1,528	5,000	30.55%
<i>Miscellaneous</i>																		
07-00-7320	EQUIPMENT PURCHASES		-	6,705	-	-										6,705	14,200	47.22%
07-00-7360	EXPENSED EQUIPMENT		-	-	-	-										-	500	0.00%
<i>Other Financing Uses</i>																		
07-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-										-	-	0.00%
TOTAL EXPENDITURES: ESDA			4,923	11,502	3,175	367	-	-	-	-	-	-	-	-	-	19,967	70,188	28.45%

TOTAL FUND REVENUES	33	751	56	-	-	-	-	-	-	-	-	-	-	-	841	33,624	2.50%
TOTAL FUND EXPENDITURES	4,923	11,502	3,175	367	-	-	-	-	-	-	-	-	-	-	19,967	70,188	28.45%
FUND SURPLUS (DEFICIT)	(4,890)	(10,751)	(3,118)	(367)	-	-	-	-	-	-	-	-	-	-	(19,126)	(36,564)	52.31%

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date	FISCAL YEAR 2022	% of Budget
			May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22			
DEBT SERVICE REVENUE																	
<i>Taxes</i>																	
12-00-4025	SSA DEER RIDGE SUBD REPAYMENTS		2,531	(345)	2,416	2,416									7,018	34,000	20.64%
<i>Investment Income</i>																	
12-00-4850	INTEREST INCOME		(1)	-	-	-									(1)	1,000	-0.10%
<i>Other Financing Uses</i>																	
12-00-4900	TRANSFERS TO OTHER FUNDS		-	-	-	-									-	-	0.00%
12-00-4860	OTHER INCOME MISC		-	-	-	-									-	-	0.00%
TOTAL REVENUES: DEBT SERVICE			2,530	(345)	2,416	2,416	-	-	-	-	-	-	-	-	7,017	35,000	20.05%
DEBT SERVICES EXPENDITURES																	
<i>Debt Service</i>																	
12-00-7920	SSA 2008 SERIES BOND - PRINCIPLE		-	-	-	-									-	30,000	0.00%
12-00-7922	SERIES 2020 ARS BOND PRINCIPLE		-	-	-	-									-	-	
12-00-7923	SERIES 2020 ARS BOND INTEREST		-	-	-	-									-	-	
12-00-7930	SSA 2008 SERIES BOND - INTEREST		-	-	-	-									-	3,900	0.00%
<i>Contractual Services</i>																	
12-00-7940	SERVICE & INVESTMENT FEES		(3)	-	-	-									(3)	500	-0.60%
<i>Miscellaneous</i>																	
12-00-7160	MISC EXPENSE		-	-	-	-									-	500	0.00%
12-00-8021	CONTINGENCY		-	-	-	-									-	-	0.00%
<i>Other Financing Uses</i>																	
12-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: DEBT SERVICE			(3)	-	-	-	-	-	-	-	-	-	-	-	(3)	34,900	-0.01%
TOTAL FUND REVENUES			2,530	(345)	2,416	2,416	-	-	-	-	-	-	-	-	7,017	35,000	20.05%
TOTAL FUND EXPENDITURES			(3)	-	-	-	-	-	-	-	-	-	-	-	(3)	34,900	-0.01%
FUND SURPLUS (DEFICIT)			2,533	(345)	2,416	2,416	-	-	-	-	-	-	-	-	7,020	100	7020.06%

MOBILE EQUIPMENT FUND REVENUE																	
<i>Miscellaneous</i>																	
21-00-4911	PUBLIC WORKS VEHICLE REPLCMNT		-	-	-	-									-	10,000	0.00%
21-00-4912	WPD VEHICLE FINES & TRANSFERS		-	210	20	-									230	1,500	15.33%
21-00-4915	ESDA VEHICLE MEF REPLCMNT		-	-	-	-									-	5,000	0.00%
21-00-4916	PD VEHICLE REPLACEMENT		-	-	-	-									-	5,000	0.00%
TOTAL REVENUES: MOBILE EQUIPMENT FUND			-	210	20	-	-	-	-	-	-	-	-	-	230	21,500	1.07%

MOBILE EQUIPMENT FUND EXPENDITURES																	
<i>Miscellaneous</i>																	
21-00-7411	PUBLIC WORKS VEHICLE PURCHASE		-	-	-	-									-	60,000	0.00%
21-00-7412	ESDA MEF VEHICLE PURCHASE		-	-	-	-									-	40,000	0.00%
<i>Other Financing Uses</i>																	
21-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-									-	-	0.00%
TOTAL EXPENDITURES: MOBILE EQUIPMENT FUND			-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	0.00%
TOTAL FUND REVENUES			-	210	20	-	-	-	-	-	-	-	-	-	230	21,500	1.07%
TOTAL FUND EXPENDITURES			-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	0.00%
FUND SURPLUS (DEFICIT)			-	210	20	-	-	-	-	-	-	-	-	-	230	(78,500)	-0.29%

CAPITAL PROJECT FUND REVENUE																	
<i>Intergovernmental</i>																	
24-00-4883	EDP-RT 53/N RIVER RD		-	-	-	-									-	44,647	0.00%
24-00-4886	EDP-SO. ARS/RT 53		-	-	-	-									-	29,557	0.00%
24-00-4887	EDP-RT 53/PEOTONE		-	-	-	-									-	119,124	0.00%
24-00-4889	WILL CO-RT 53/PEOTONE RD		-	-	-	-									-	-	0.00%
<i>Debt Service</i>																	
24-00-4843	BOND PROCEEDS-ANNUAL SERIES		-	-	-	-									-	-	0.00%

City of Wilmington
FISCAL YEAR 2022 BUDGET REPORT
 For the Month Ended August 31, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2022 BUDGET	% of Budget			
			8% May-21	17% June-21	25% July-21	33% August-21	42% September-21	50% October-21	58% November-21	67% December-21	75% January-22	83% February-22	92% March-22	100% April-22						
Investment Income																				
24-00-4850	INTEREST INCOME		58	-	-	-	-	-	-	-	-	-	-	-	-	-	58	-	0.00%	
Reimbursements																				
24-00-4870	OTHER REIMBURSEMENTS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Miscellaneous																				
24-00-4110	GRANTS-IDOT KKK ST/FKD CRK B		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
24-00-4160	GRANTS-STATE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
24-00-4860	OTHER INCOME - MISC.		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
24-00-4871	DEVELOPERS FEES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Other Financing Uses																				
24-00-4910	TRANSFERS FROM OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
TOTAL REVENUES: CAPITAL PROJECTS FUND			58	-	-	-	-	-	-	-	-	-	-	-	-	-	58	193,329	0.03%	

CAPITAL PROJECT FUND EXPENDITURES

Road Constuction Projects																				
24-00-7449	S. Arsenal/Rte 53 EDP/IDOT		-	-	531	11,556	-	-	-	-	-	-	-	-	-	-	12,088	-	0.00%	
24-00-7315	KKK ST/FKD CRK BRIDGE PROJ EXP		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Contractual Services																				
24-00-6670	PROF FEES-OTHER		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
24-00-7315	KKK ST/FKD CRK BRIDGE PROJ EXP		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0.00%	
24-00-7415	USCS/IDOT RTE 52/PEOTONE RD		8,770	33,835	23,830	575,663	-	-	-	-	-	-	-	-	-	-	642,099	2,460,089	26.10%	
24-00-7440	IDOT RT 53/N RIVER RD PROJECT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
24-00-7449	S ARSENAL/RT 53 IDOT/EDP		-	-	531	11,556	-	-	-	-	-	-	-	-	-	-	12,088	-	0.00%	
24-00-7450	MISC OTHER CAP PROJECTS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
24-00-7940	SERVICE & INVESTMENT FEES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Miscellaneous																				
24-00-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Other Financing Uses																				
24-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
TOTAL EXPENDITURES: CAPITAL PROJECT FUND			8,770	33,835	24,892	587,220	-	-	-	-	-	-	-	-	-	-	666,274	2,475,089	26.92%	

TOTAL FUND REVENUES	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	58	193,329	0.03%
TOTAL FUND EXPENDITURES	8,770	33,835	24,892	587,220	-	-	-	-	-	-	-	-	-	-	-	-	666,274	2,475,089	26.92%
FUND SURPLUS (DEFICIT)	(8,712)	(33,835)	(24,892)	(587,220)	-	-	-	-	-	-	-	-	-	-	-	-	(666,216)	(2,281,760)	29.20%

RIDGE PORT TIF #2 FUND

Taxes																			
25-00-4020	PROPERTY TAXES-RIDGE PORT TIF		8,577	3,702,625	3,174	-	-	-	-	-	-	-	-	-	-	-	3,714,376	6,400,000	58.04%
Investment Income																			
25-00-4850	INTEREST INCOME		0	-	-	-	-	-	-	-	-	-	-	-	-	-	0	5,000	0.01%
TOTAL REVENUES: RIDGE PORT TIF #2 FUND			8,577	3,702,625	3,174	-	-	-	-	-	-	-	-	-	-	-	3,714,376	6,405,000	57.99%

RIDGE PORT TIF #2 FUND EXPENDITURES

Contractual Services																				
25-00-7171	TIF-PROF FEES/ADMIN		-	3,220	-	1,388	-	-	-	-	-	-	-	-	-	-	4,608	25,000	18.43%	
25-00-7172	TIF ADMIN OVERAGE EXPNS		2,900	-	3,959	-	-	-	-	-	-	-	-	-	-	-	6,859	75,000	9.15%	
Miscellaneous																				
25-00-7170	DEVELOPER DISTRIBUTION EXPNS		-	-	3,553,850	-	-	-	-	-	-	-	-	-	-	-	3,553,850	6,305,000	56.37%	
25-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
TOTAL EXPENDITURES: RIDGE PORT TIF #2 FUND			2,900	3,220	3,557,809	1,388	-	-	-	-	-	-	-	-	-	-	3,565,316	6,405,000	55.66%	

TOTAL FUND REVENUES	8,577	3,702,625	3,174	-	-	-	-	-	-	-	-	-	-	-	-	-	3,714,376	6,405,000	57.99%
TOTAL FUND EXPENDITURES	2,900	3,220	3,557,809	1,388	-	-	-	-	-	-	-	-	-	-	-	-	3,565,316	6,405,000	55.66%
FUND SURPLUS (DEFICIT)	5,677	3,699,405	(3,554,634)	(1,388)	-	-	-	-	-	-	-	-	-	-	-	-	149,060	-	0.00%