



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

**Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
March 18, 2020
7:00 p.m.**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

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

IV. Approval of the March 3, 2020 Regular City Council Meeting Minutes

V. Open Public Hearing

Public Hearing pursuant to the requirements of Sections 10 and 20 of the Bond Issuance Notification Act of the State of Illinois, as amended on the plans to issue General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020 in the amount not to exceed \$7,230,000

VI. Close Public Hearing

VII. Mayor's Report

1. Approve the Mayoral Appointment of Matt Hoffman as City Treasurer/Collector

VIII. Public Comment

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

IX. Planning & Zoning Commission

1. Review and Approve the 2020 Zoning Map

AMENDMENT NO. 1

*Posting Date:
3/16/2020 3:45 PM jz*

2. The next regular scheduled meeting is Thursday, April 2, 2020 at 5:00 p.m.

X. Committee Reports

A. Police & ESDA Committee

Co-Chairs – Frank Studer & Lisa Butler

1. Approve the Purchase of 2015 Ford Police Interceptor from Taylor Ford of Manteno in the amount of \$12,460.00
2. The next scheduled meeting is Tuesday, April 14, 2020 at 5:30 p.m.

B. Ordinance & License Committee

Co-Chairs – Floyd Combes & Jake Tenn

1. Approve Ordinance No. 20-03-18-01 – An Ordinance Amending Chapter 34 Article 3 “Catfish Days Coordinating Committee”
2. Approve Ordinance No. 20-03-18-02 – An Ordinance Amending Sections 70.12 and 70.47 of the Wilmington Code of Ordinance Regulating Commercial Motor Vehicles on City Streets
3. The next scheduled meeting is Tuesday, April 14, 2020 at 6:00 p.m.

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

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

1. Approve Resolution No. 2020-02 – A Resolution Authorizing the Transfer of Property from the City of Wilmington to the Wilmington Island Park District
2. The next scheduled meeting is Wednesday, April 15, 2020 at 5:30 p.m.

D. Water, Sewer, Streets & Alleys Committee

Co-Chairs – Frank Studer & Kevin Kirwin

1. Approve the Purchase of 2020 GMC Sierra 3500HD from Community GMC, Inc, in the amount of \$33,098.00 for the Water Reclamation Department
2. The next scheduled meeting is Wednesday, April 15, 2020 at 6:00 p.m.

AMENDMENT NO. 1

*Posting Date:
3/16/2020 3:45 PM jz*

E. Finance, Administration & Land Acquisition Committee
Co-Chairs – Frank Studer & Ben Dietz

1. Approve the Accounting Reports as Prepared by the Finance Director
2. Approve Ordinance No. 20-03-18-03 – An 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 Constellation Regarding Electric Energy to the City of Wilmington for a Term of Three Years
3. The next scheduled meeting is Tuesday, April 21, 2020 at 6:00 p.m.

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

XI. Attorney & Staff Reports

XII. 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)]

XIII. Action Following Executive Session

XIV. Adjournment

The next City Council meeting is Tuesday, April 7, 2020 at 7:00 p.m.

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
March 3, 2020**

Call to Order

The Regular Meeting of the Wilmington City Council on March 3, 2020 was called to order at 7:00 p.m. by Mayor Roy Strong in the Council Chambers of the Wilmington City Hall.

Roll Call

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

Aldermen Present Persic, Kirwin, Vice, Dietz, Studer, Tenn, Combes, Butler

Quorum

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

Other Officials in Attendance

Also, in attendance were the City Administrator/Deputy City Clerk Joie Ziller, Executive Secretary Veronica Villafranco, Chief of Police Phillip Arnold and City Attorney Wellner

Approval of Minutes

Alderman Kirwin made a motion and Alderman Persic seconded to approve the February 18, 2020 Regular City Council meeting minutes as amended and have them placed on file

Upon roll call, the vote was:

AYES: 6 Kirwin, Persic, Dietz, Vice, Tenn, Studer

NAYS: 0

ABSTAIN 2 Combes, Butler

The motion carried.

Mayor’s Report

Mayor thanked Pam Monson for her newspaper article on the TIF.

Mayor discussed the benefit of having a part-time police officer.

D.a.d.’s Day has a tag day scheduled for June 20, 2020

Public Comment

Sherry Michaels presented Chief Arnold with a check for \$2,500 for expenses related to the K-9 unit.

Steve Evans of the Chamber of Commerce discussed some benches that the Chamber has ordered for the City.

Kevin Cavanaugh brought his concerns to the Council on the poor condition of Stevens Lane. Administrator Ziller mentioned a grant we have applied for to correct the drainage issue so that the road can be repaired.

Planning & Zoning Commission

The next meeting is scheduled for Thursday, March 5, 2020 at 5:00 p.m.

Committee Reports

Police & ESDA Committee

The next scheduled meeting is Tuesday, March 10, 2020 at 5:30 p.m.

Ordinance & License Committee

The next scheduled meeting is Tuesday, March 10, 2020 at 6:00 p.m.

Buildings, Grounds, Parks, Health & Safety Committee

The next scheduled meeting is Wednesday, March 11, 2020 at 5:30 p.m.

Water, Sewer, Streets and Alleys Committee

The next scheduled meeting is Wednesday, March 11, 2020 at 6:00 p.m.

Finance, Administration & Land Acquisition Committee

Alderman Studer made a motion and Alderman Dietz seconded to approve the accounts payable report in the amount of \$248,975.03 as prepared by the City Accountant and the supplemental payments to ESI in the amount \$98,067.21

Upon roll call, the vote was:

AYES: 8 Studer, Dietz, Vice, Kirwin, Tenn, Persic, Combes, Butler

NAYS: 0

The motion carried.

Alderman Studer made a motion and Alderman Dietz seconded to approve Ordinance 02-03-03-01 – An Ordinance authorizing the City of Wilmington, Will County, Illinois, to issue Sewer Revenue Refunding Bonds or, in lieu thereof, General Obligation Refunding Bonds (Alternate Revenue Source) (said bonds being general obligation bonds to be issued in one or more series, on a taxable or tax-exempt basis, for which property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the net revenues of the sewerage system of said City and sales taxes received by the City) in an aggregate principal amount not to exceed \$7,230,000, for the purpose of paying the costs of refunding certain outstanding obligations of the City.

Upon roll call, the vote was:

AYES: 8 Studer, Dietz, Persic, Kirwin, Vice, Combes, Butler, Tenn

NAYS: 0

The motion carried.

The next scheduled meeting is Tuesday, March 18, 2020 at 6:00 p.m.

Personnel & Collective Bargaining Committee

Nothing at this time.

Attorney & Staff Reports

Administrator Ziller advised that she distributed a monthly newsletter and will continue to do so on the first council meeting of each month.

Chief of Police Arnold advised that he and the Police Commission conducted interviews for candidates to create eligibility list. WPD is partnering with US Secret Service to host a class in June to put together a threat assessment team to try to identify potential for active shooter incidents.

Mayor Strong advised that the City has trigger locks to be handed out to anyone who has the need.

Mayor Strong discussed the Catfish Days budget.

Executive Session

Alderman Kirwin made a motion and Alderman Butler seconded to go into Execution Session at 7:45 p.m. to discuss the Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington (5 ILCS 120/2(c)(1)) and Collective negotiating matters between the City of Wilmington (public body) and its employees (5 ILCS 120/2(c)(2)) and Matters of Land Acquisition [2(c)(5) and 2(c)(6)]

Upon roll call, the vote was:

AYES: 8 Kirwin, Butler, Persic, Vice, Combes, Dietz, Tenn, Studer

NAYS: 0

The motion carried.

Alderman Combes made a motion and Alderman Tenn seconded to close Executive Session at 8:00 p.m.

Upon roll call, the vote was:

AYES: 8 Combes, Tenn, Dietz, Vice, Kirwin, Persic, Butler, Studer

NAYS: 0

The motion carried.

Action Taken Following Executive Session

Alderman Vice made a motion and Alderman Dietz seconded to approve the hire of Matt Hoffman as Finance Director with a start date of March 11, 2020.

Upon roll call, the vote was:

AYES: 8 Vice, Dietz, Persic, Kirwin, Combes, Butler, Tenn, Studer

NAYS: 0

The motion carried.

Adjournment

Motion to adjourn the meeting made by Alderman Butler and seconded by Alderman Persic. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on March 3, 2020 adjourned at 7:58 p.m.

Respectfully submitted,
Veronica Villafranco, Executive Secretary



AGENDA MEMO

Meeting Date: March 18, 2020

Meeting Time: 5:00 PM

Meeting Type: City Council

Item: 2020 Zoning Map

Action Requested: For discussion Feedback requested
 Approval For your information

The attached 2020 Zoning Map has been updated to reflect the following changes:

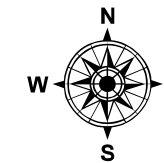
- Annexation of property (totaling 6.297 acres) with A1-Agricultural Zoning – Insert Property. Passed by City Council on May 7, 2019.
- Rezoned property from B2-Light Commercial to B3-General Commercial – D’Orazio Ford at 1135 S. Water Street. Passed by City Council on August 20, 2019.
- Rezoned property from I1-Office, Research Light Industrial to I2-Light Industrial – 330 N. First Street. Passed by City Council on November 19, 2019
- Vacated an Alley in the West Side Subdivision – DesRochers. Passed by City Council on December 3, 2019.

CITY OF WILMINGTON

2020 ZONING MAP

Legend

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



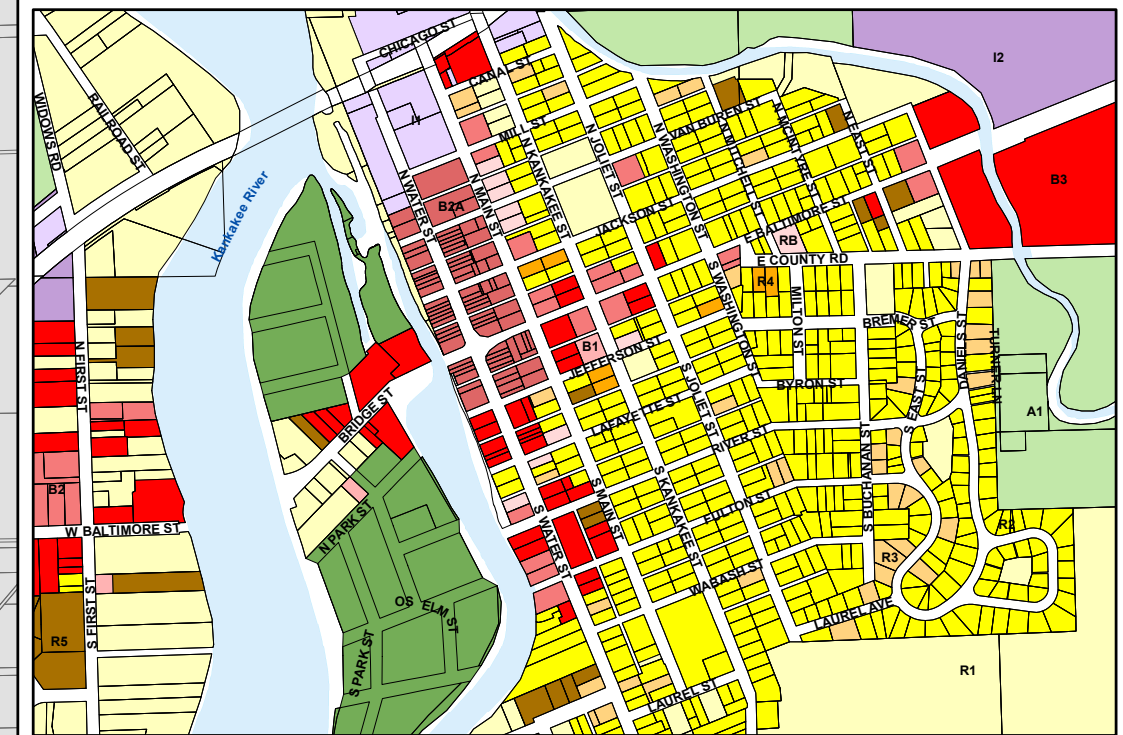
0 2,000 4,000 8,000



1 inch = 4,000 feet

INSET AREA

1 inch = 1,000 feet



PUBLISHED BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF WILMINGTON, ILLINOIS 60481
Parcel boundaries are to be used only as a reference and may change without notice. True property boundaries are shown in official legal descriptions and plats on file with the Will County Recorder of Deeds.

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

Prepared For:



Prepared By:



Ruettinger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404
PH. (815) 744-6600 FAX (815) 744-0101
website: www.ruettingertonelli.com

PREPARED: 2/6/2020

Ford Lead Agent

Sales Person

March 5, 2020



Ford of Manteno

Motor Vehicle Purchase Agreement

Purchaser City of Wilmington Police Department Home Phone
Co-Purchaser Wilmington Dpt Cell Phone (815) 476-3121
Address 129 Robert P Weilding Dr Bus Phone
City, State, Zip Wilmington, IL 60481 E-Mail parnold@wilmington-il.cpm

Purchased Vehicle Information

Table with columns: NEW, USED, DEMO, CERT, YEAR, MAKE, MODEL, COLOR, VIN #, STOCK #, MILEAGE. Values include 2015, Ford, Police Interceptor, 1FM5K8AR1FGB62064, 97252, 64,292.

Statement of Trade-In

Table for trade-in details with columns: MAKE, MODEL, TRIM, YEAR, COLOR, MILEAGE, VIN #.

Purchaser agrees that the vehicle(s) they are trading DO NOT have a salvaged or rebuilt title.

Purchase Agreement

Table for purchase agreement details including: 1. Selling Price of Vehicle (\$12,000.00), 2. Trade Allowance, Selling Difference (\$12,000.00), 3. Additional Equipment/Conditions, Sub Total (\$12,000.00), 4. Documentary Fee (\$300.00), 5. Sales Tax Rate (0% \$0.00), 6. State Fees (\$160.00), Total Cash Price Delivered (\$12,460.00), 7. Warranty, 8. Amount Owed on Trade, 9. Rebates Received, 10. Cash Down (0), AMOUNT DUE AT DELIVERY (\$12,460.00).

ACCEPTED FOR Taylor Ford of Manteno

BY MANAGER

ON DATE PURCHASER'S SIGNATURE

CO-PURCHASER'S SIGNATURE

Contractual Disclosure Statement: The information on the window form of this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of this sale.

ORDINANCE NO. 20-03-18-01

**AN ORDINANCE AMENDING CHAPTER 34 ARTICLE 3
“CATFISH DAYS COORDINATING COMMITTEE”**

WHEREAS, Catfish Days is an annual celebration within the City of Wilmington; and

WHEREAS, Chapter 34 Article 3 “Catfish Days Coordinating Committee” of Wilmington’s Code of Ordinances sets forth certain regulations for Catfish Days, with its most recent amendment being on April 17, 1984; and

WHEREAS, the celebration and the activities permitted during such celebration has changed since 1984; and

WHEREAS, in an effort to update Chapter 34 Article 3 so that its regulations match the activities permitted at Catfish Days, the Corporate Authorities of the City of Wilmington find that it is in the best interest of the health, safety, and welfare of the City and its residents to amend Chapter 34, Article 3 “Catfish Days Coordinating Committee”.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILMINGTON, ILLINOIS:

SECTION 1: CHAPTER 34 ARTICLE 3 “CATFISH DAYS COORDINATING COMMITTEE” AMENDED That Chapter 34, Article 3 “Catfish Days Coordinating Committee” is hereby deleted and replaced by the following:

Article 3. - Catfish Days Coordinating Committee

34.50 - Celebration recognized—Committee established.

(A) There is hereby recognized and declared to be a Catfish Days celebration in the city, and a four-day period beginning on the Thursday preceding the fourth full weekend in July is declared to be the recognized as the official dates for conducting such celebration.

(B) There is hereby established a committee of not less than five nor more than 15 to be members hereafter known as the Catfish Days coordinating committee who shall be appointed by the mayor with advice and consent of City Council. Such committee shall not have any power to bind or obligate the city but its duty shall be to coordinate all activities and events during Catfish Days and issue festival activity permits for scheduled activities.

34.51 - Definitions.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Beer garden." Any area outside of or adjoining any place of business licensed as a Class A, **Class A-1**, Class C, Class D, **Class D-1**, Class E, **or I-2** licensee under the provisions of Chapter 112 of this code used for the purpose of selling or serving alcoholic liquor; provided that only the type of alcoholic liquor permitted on the licensed premises shall be allowed in the "beer garden."

"Catfish Days coordinating committee." The officially designated and appointed committee whose function shall be to define, approve, and coordinate scheduled events for Catfish Days.

"Festival activity permit." A permit issued by the Catfish Days coordinating committee indicating that the activity or event is a scheduled activity.

"Outside entertainment." Any musical performance or musical program that is given out of doors, in a tent, or other temporary building.

"Scheduled activity." An activity or event that has been properly and timely scheduled with the Catfish Days coordinating committee.

"Unapproved activity." An activity or event that has not been properly and timely scheduled or approved by the Catfish Days coordinating committee.

34.52 - Activity approval—Permits—Fees.

All scheduled activities shall be submitted to the Catfish Days coordinating committee for its approval before March 31 of the year of the celebration. The Catfish Days coordinating committee shall report all scheduled activities to the city council on or before the second regular meeting of the council in **May** of the year of such celebration. Any activity or event not approved by the Catfish Days coordinating committee or properly or timely scheduled shall be an unapproved activity and shall not be entitled to recognition or sanction as a Catfish Days event. In addition, **the persons coordinating such unapproved activity shall** pay for or reimburse the city for the cost of security, crowd control, traffic control, and adequate sanitation facilities. No permits required from the city shall be issued to any unapproved activity until the cost of security, crowd control, traffic control, and adequate sanitation facilities is paid. The Catfish Days coordinating committee shall set its own fees for scheduled events and activities.

34.53 - Regulation of outside entertainment.

No outside entertainment shall be allowed during Catfish Days Celebration week except during the hours of **5:00 p.m. through 11:00 p.m. on Thursday; between the hours of 6:00 p.m. on Friday and 1:00 a.m. Saturday; between the hours of 12:00 p.m. on Saturday and 1:00 a.m. Sunday; and between the hours of 12:00 p.m. until 9:00 p.m. on Sunday.**

Penalty, see Section 10.99

34.54 - Regulation of beer gardens.

(A) Conditions of operation. No beer garden shall be operated during Catfish Days Celebration week except **when each of the following conditions are satisfied:**

(1) The area operated as a beer garden shall be adequately fenced with temporary fencing (i.e. snow fence) no less than six feet high.

(2) The beer garden shall have no more than one gate for entrance controlled by staff where identification will be checked and no more than one gate for exit.

(3) No person under the age of 21 years shall enter a beer garden, except in cases where a beer garden is selling food; and in that event a person under the age of 21 years, when accompanied by his parents or legal guardian, may enter the beer garden with the parent or legal guardian and remain there with the parent or legal guardian until 9:00 p.m. After 9:00 p.m., no person under the age of 21 years shall be allowed in the beer garden. It shall be the responsibility of the owner, operator, and employees of the beer garden to enforce the time limits set above and to remove persons under the age of 21 years from the beer garden after 9:00 p.m.

(4) No person under the age of 21 years shall be allowed to consume, purchase, or possess any alcoholic liquor in a beer garden. It shall be the responsibility of the owner, operator, and employees of the beer garden to enforce this age provision by providing a responsible person or persons to check and establish the age of each person consuming alcoholic liquor within the beer garden.

(5) Each beer garden shall provide and maintain such number of portable sanitary facilities as may be required by the Catfish Days coordinating committee.

(6) All beer gardens shall be approved to obtain a license to operate and pay the fee as hereinafter specified in division (B) below.

(7) Any violation of this section, state law, or other local ordinance, or any disorder, fighting, or lewd operations will result in the suspension of the beer garden license for the day of that violation, in addition to any other penalty as provided by law.

(B) Permits and permit fees for beer gardens. Any business licensed as a Class A, Class A-1, Class C, Class D, Class D-1, Class E, or I-2 licensee under the provisions of Chapter 112 of this code, desiring to operate a beer garden during Catfish Days, shall obtain a beer garden license, as follows:

(1) An application shall be made at least 30 days prior to Catfish Days Celebration to the local liquor commissioner on a form acceptable to the commissioner, the form shall be completed by the applicant, and the permit fee must be paid in full at the time of application.

(2) The applicant shall pay in full at the time of application a permit fee calculated as follows:

(a) For each day's operation between 12:00 p.m. and 5:59 p.m., a fee of \$35 shall be charged for each entrance or gate to the beer garden.

(b) For each day's operation between 6:00 p.m. and the closing hour, the fee shall be \$90 for each entrance or gate to the beer garden.

(c) No charge or fee shall be charged for any exit used solely as an emergency exit.

Penalty, see Section 10.99

34.55 - Mud volleyball participants to shower in designated areas.

Mud volleyball participants shall shower or clean-up only in areas designated for their use. No participant shall leave the volleyball area, except to go to and from the shower or clean-up area. Penalty, see Section 10.99

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.

PASSED this ____ day of _____, 2020 with ____ members voting aye, ____ members voting nay, the Mayor voting ____, with ____ members abstaining or passing and said vote being:

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

Approved this ____ day of _____, 2020

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

ORDINANCE NO. 20-03-18-02

**AN ORDINANCE AMENDING SECTIONS 70.12 AND 70.47 OF
THE WILMINGTON CODE OF ORDINANCES REGULATING COMMERCIAL
MOTOR VEHICLES ON CITY STREETS**

WHEREAS, the City of Wilmington has a high volume of commercial motor vehicle traffic on its two lane-streets that traverse residential areas of the City; and

WHEREAS, such commercial motor vehicle traffic in residential areas is causing an increased amount of damage to the roadways and it jeopardizes the public health, safety, welfare of the City; and

WHEREAS, the City of authorized by Section 15-316(c) of the Illinois Vehicle Code (625 ILCS 5/15-316(c)) to impose limitations as to the weight of trucks and other commercial vehicles on designated highways; and

WHEREAS, the City determines it is in the best interest of the City to adopt an ordinance limiting the weight limit on certain streets.

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

SECTION 1: AMENDMENT TO SECTION 70.12 OF THE CODE

That Section 70.12 – Truck Prohibitions of Title VII – Traffic Code, Chapter 70 – General Provisions, Article 1 – General of the City of Wilmington Code of Ordinances is hereby amended to state as follows:

Sec. 70.12 – Truck prohibitions.

No person shall operate or park a truck or other vehicle exceeding 12,000 pounds of gross weight on any street that is not designated as a truck route, nor park on a street designated as a truck route except for the purpose of delivering or picking up loads, materials, merchandise, or for the purpose of traveling to a private parking lot for parking or the storage of such vehicle. Any such truck or vehicle leaving a truck route for delivery or pick up shall do so by the nearest traveled way, and shall return to the truck route by the nearest traveled way.

SECTION 2: AMENDMENT TO SECTION 70.47 OF THE CODE

That Section 70.47 – Limited Weight Streets into Title VII – Traffic Code, Chapter 70 – General Provisions, Article 4 – Vehicle Weight Limits, Dimensions, and Permits of the City of Wilmington Code of Ordinance is hereby amended to state as follows:

70.47 - Limited Weight Streets.

(A) It shall be unlawful for any person to operate any vehicle having a gross weight in excess of twelve thousand (12,000) pounds or six (6) tons on any street designated as a "Limited Weight Street" by the City, except for the sole purpose of making a delivery or pickup on such street, and then only by use of a direct route to and from such delivery or pickup. All streets designated as a "Limited Weight Street" shall have clearly-marked signs providing notice of such designation.

SECTION 3: 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 4: REPEALER

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

SECTION 5: 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 _____, 2020 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

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

Approved this ____ day of _____, 2020

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

RESOLUTION NO. 2020-02

**A RESOLUTION AUTHORIZING THE TRANSFER OF PROPERTY
FROM THE CITY OF WILMINGTON
TO THE WILMINGTON ISLAND PARK DISTRICT**

WHEREAS, the Wilmington Island Park District (Park District) is organized for the purposes of owning, operating, and maintaining a system of public parks and open spaces, and the territory of the Park District lies within the corporate limits of the City of Wilmington, Illinois; and

WHEREAS, the City owns the property described in Exhibit A attached to and by this reference incorporated into this Resolution (Transfer Property); and

WHEREAS, the Park District, on February 28, 2020, passed and approved an ordinance declaring that it is necessary or convenient for the Park District to use, occupy, and improve the Transfer Property for public purposes and requesting that the City transfer the Transfer Property to the Park District, all in accordance with the provisions of the Illinois Local Government Property Transfer Act (Property Transfer Act), 50 ILCS 605/0.01, et seq.; and

WHEREAS, the Mayor and Corporate Authorities of the City desire to transfer the Transfer Property to the Park District, pursuant to the authority conferred by the Property Transfer Act;

NOW, THEREFORE, BE IT RESOLVED by the Corporate Authorities of the City of Wilmington, Will County, State of Illinois, as follows:

SECTION 1: RECITALS.

The foregoing recitals are hereby incorporated into this Resolution as findings of the Mayor and Corporate Authorities.

**SECTION 2: APPROVAL AND AUTHORIZATION FOR TRANSFER OF
PROPERTY TO PARK DISTRICT.**

The Mayor and corporate authorities hereby (a) approve transfer of the Transfer Property to the Park District, (b) authorize the City's Mayor to execute an instrument of conveyance to accomplish the transfer, (c) authorize the Deputy City Clerk or other qualified official to attest and to seal such instrument of conveyance with the City's corporate seal, and (d) authorize the City's corporate authorities to take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the Park District, to transfer all of the City's rights and title in the Transfer

Property to the Park District, on the terms mutually agreed on by the Park District and the City.

SECTION 3: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Resolution 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 4: EFFECTIVE DATE

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

PASSED this ____ day of _____, 2020 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

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

Approved this ____ day of _____, 2020

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

EXHIBIT A

TRANSFER PROPERTY

LEGAL DESCRIPTION

SCHOOL LOT IN NORTHCREST SUBDN PRT NE ¼ SEC 25 T33N R9
AND
LOT 147 IN NORTHCREST, A SUBDN OR PRT OF THE E ½ OF THE NW ¼ OF
SEC 25 T33N

COMMON DESCRIPTION

Northcrest Park and Riley's Park generally located at 1201 N. Joliet St., Wilmington, IL

PIN

03-17-25-106-014-0000 and 03-17-25-106-001-0000



Community GMC Inc.

George Zouganelis Jr. | 815-476-5224 | gzoug@comcast.net

[Fleet] 2020 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (4) (Complete)

Price Summary

PRICE SUMMARY

| | MSRP |
|--------------------|-------------|
| Base Price | \$39,600.00 |
| Total Options | \$2,125.00 |
| Vehicle Subtotal | \$41,725.00 |
| Destination Charge | \$1,595.00 |
| Grand Total | \$43,320.00 |

Discount - 10280.00
 32940.00
 Title 150.00
 M-plate 8.00
33098.00

Total 33098.00

This quote has cruise control which is in the Fleet Convenience pkg that also includes these items not requested on the spec

1. remote keyless entry
2. EZ lift power lock and release tailgate
3. power adjustable verticle trailing mirrors heated
4. power windows
5. Power locks

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Data Version: 10465 Date Updated: Mar 5, 2020 9:22:00 AM PST



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[Fleet] 2020 GMC Sierra 3500HD (TK30903) 4WD Reg Cab 142" (4) (Complete)

Price Summary

PRICE SUMMARY

| | MSRP |
|--------------------|-------------|
| Base Price | \$39,600.00 |
| Total Options | \$450.00 |
| Vehicle Subtotal | \$40,050.00 |
| Destination Charge | \$1,595.00 |
| Grand Total | \$41,645.00 |

no cruise
DI

Title
M-plate

~~10000.00~~
31566.00
 150.00
 800.00

31726.00

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Data Version: 10457 Data Updated: Mar 4, 2020 9:10:00 AM PST

ORDINANCE NO. 20-03-18-03

**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 CONSTELLATION REGARDING
ELECTRIC ENERGY TO THE CITY OF WILMINGTON FOR A TERM OF THREE YEARS**

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, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, the City of Wilmington selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the City's broker relative to the acquisition of electrical energy for City facilities, due to NIMEC's municipal experience and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 150 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, NIMEC negotiated bids from several entities and Constellation NewEnergy, Inc. submitted the lowest competitive bid;

WHEREAS, due to time constraints and the rate only being available for a limited period of time, the Mayor executed an Agreement with Constellation NewEnergy, Inc. on March 3, 2020;

WHEREAS, the City of Wilmington finds it is in the interest of the City to ratify the Mayor’s actions to enter into an agreement with Constellation NewEnergy, Inc. at the rate as provided in the Agreement attached hereto as Exhibit A, for a period of three year.

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

SECTION 1: RATIFICATION OF EXECUTION AND APPROVAL OF AGREEMENT

The Electricity Supply Agreement between the City of Wilmington and Constellation NewEnergy, Inc. for a period of three years attached hereto as Exhibit A (hereinafter referred to as the “Agreement”) is hereby approved by the Mayor and City Council for the City of Wilmington and the Mayor’s execution of the Agreement prior to the passage of this Ordinance is hereby ratified by City Council for the City of Wilmington.

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 _____, 2020 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

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

Approved this ____ day of _____, 2020

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

CITY OF WILMINGTON (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

| | |
|--|-------|
| Energy Costs | Fixed |
| Ancillary Services And Other ISO Costs | Fixed |
| Auction Revenue Rights Credits | Fixed |
| Capacity Costs | Fixed |
| Transmission Costs | Fixed |
| Transmission Loss Credits | Fixed |
| Line Loss Costs | Fixed |
| FERC Order 745 Costs | Fixed |
| Balancing Congestion Costs | Fixed |
| Transmission Reallocation Costs | Fixed |

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting “Transmission Costs” as “Fixed” means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC’s regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Renewable Portfolio Standards Costs (“RPS Costs”). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges (“RPS UDC Charges”). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

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Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.017000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within sixty (60) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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Sales Rep: Jason Bessert

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Printed: 3/2/2020

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

| UDC Name | UDC Abbreviation | Contact Numbers |
|---------------------|------------------|-----------------|
| Commonwealth Edison | COMED | 1-800-334-7661 |

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: City of Wilmington

Signature: _____

Signature:  _____

Printed Name:

Printed Name: Joie Ziller

Title:

Title: City Administrator

Date: March 3, 2020

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Address: 1165 S WATER ST
WILMINGTON, IL 60481-1633

Fax: 888-829-8738

Fax: 1-815-476-2276

Phone: 844-636-3749

Phone: 1-815-476-2175 ext 228

Email: jziller@wilmington-il.com

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Sales Rep: Jason Bessert

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Printed: 3/2/2020

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days

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written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if

such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution,

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delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and

dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

FOR INTERNAL USE ONLY

**ACCOUNT SCHEDULE:
For: City of Wilmington**

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 2, 2020

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices**

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 3

| UDC | UDC Account Number | Service Address | Start Date | End Date | Energy Price Non TOU (\$/kWh) |
|------------|---------------------------|--|-------------------|-----------------|--------------------------------------|
| COMED | 0534045013 | 601 E Kankakee River Dr, Wilmington, IL 604818864 | 05/13/20 | 05/13/23 | \$0.04433 |
| COMED | 2047050020 | 0 W Widows Rd, Ns Route- 53, Wilmington, IL 60481 | 05/13/20 | 05/13/23 | \$0.04433 |
| COMED | 7194153017 | 216 Stewart St, Wilmington, IL 604811154 | 05/13/20 | 05/13/23 | \$0.04433 |

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Glenview Consulting Corp. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

FOR INTERNAL USE ONLY