



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

**Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
September 19, 2017
7:00 p.m.**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

John Persic, Jr.	Kevin Kirwin
Kirby Hall	Larry Hall
Lisa Butler	Fran Tutor
Frank Studer	Steve Evans

IV. Approval of Minutes of the September 5, 2017 Regular City Council Meeting

V. Public Hearing

1. Annexations with I5, Planned Industrial Development Zoning ó Various Properties, Petitioner Adar Ridgeport Industrial Partners, LLC

VI. Mayor's Report

1. Review and Approve Mayoral Appointments for Planning & Zoning Commission Chairman and City of Wilmington Plumbing Inspector

VII. Citizens Comments

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

VIII. Planning & Zoning Commission

1. Approve the Planning and Zoning Commission's recommendation to approve the annexation and zoning to I5, Planned Industrial Development Zoning of the Adar Ridgeport Industrial Partners, LLC properties per the amended exhibit submitted to the City

*Posting Date:
9/15/2017 11:25 AM jjz*

2. Approve Ordinance No. 17-09-19-01 ó An Ordinance Annexing Certain Territory and Zoned with I5, Planned Industrial Development Zoning to the Corporate Limits of the City of Wilmington, Will County, Illinois (Adar Ridgeport Industrial Partners, LLC)
3. The next scheduled meeting is Thursday, October 5, 2017 at 5:00 p.m.

IX. Committee Reports

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

Co-Chairs – John Persic, Jr. & Steve Evans

1. Approve the Building, Grounds, Parks Committee's Recommendation to Reject the Bid Received by Ramcorp, Inc. for the Sale of 120 N. Main Street (Old Police Department)
2. Approve the Building, Grounds, Parks Committee's Recommendation to Suspend the Leaf Vac Program for One Year Effective September 19, 2017
3. The next scheduled meeting is Wednesday, October 11, 2017 at 5:30 p.m.

B. Water, Sewer, Streets & Alleys Committee

Co-Chairs – Frank Studer & Kevin Kirwin

1. Approve Resolution No. 2017-06 ó A Resolution Accepting Public Improvements Within the Water's Edge Subdivision in Wilmington, Will County, Illinois
2. The next scheduled meeting is Wednesday, October 11, 2017 at 6:00 p.m.

C. Police & ESDA Committee

Co-Chairs – Frank Studer & Fran Tutor

1. The next scheduled meeting is Tuesday, October 10, 2017 at 5:30 p.m.

D. Finance, Administration & Land Acquisition Committee

Co-Chairs – Frank Studer & Fran Tutor

1. Approve the Accounting Reports as Presented by the City Accountant
2. Approve the Fiscal Year 2017 Audit as Presented by Mack & Associates
3. Approve the Cable Franchise Agreement between the City of Wilmington and Comcast of California/Colorado/Illinois/Indiana, Michigan, LP

4. Approve the Professional Services Agreement between the City of Wilmington and Peckham, Guyton, Albers and Viets, Inc.
5. Approve the Intergovernmental Cooperation Agreement between the City of Wilmington and the Board of Education of Wilmington Community Unit School District No. 209-U
6. Approve Agreement with Duff & Phelps, LLC for Appraisal Services in the amount of \$5,600
7. Approve Pay Request #6 payable to Austin Tyler Construction, Inc. for the South Arsenal Road at IL 53 Project
8. Approve Quote for Roof Repairs at 114 N. Main Street
9. Approve Estimate for Tree Removal
10. The next scheduled meeting is Tuesday, October 17, 2017 at 6:00 p.m.

E. Ordinance & License Committee
Co-Chairs – Kirby Hall & Lisa Butler

1. Approve Ordinance No. 17-09-19-02 ó An Ordinance Creating a Sanitary Sewer Fats, Oils and Greases (FOG) Disposal
2. First Reading ó An Ordinance Allowing Golf Carts on City Streets
3. The next scheduled meeting is Tuesday, October 10, 2017 at 6:00 p.m.

F. Personnel & Collective Bargaining Committee
Co-Chairs – Larry Hall & John Persic, Jr.

X. Executive Session

1. Matters of Personnel
 Consideration of the following personnel related issues permitted in a Closed Meeting under Section 2(c)(1) õAppointment, Employment, Compensation, Discipline, Performance or Dismissal of specific employeesí ö
 And
 Section 2(c)(2) õCollective negotiating matters between the public body and its employeesí ö of the Open Meetings Acts (5 ILCS 120/1 *et seq.*)
2. Matters of Land Acquisition
 Consideration to purchase Lease or Acquire Specific Real Estate Property 2(c)(5)

XI. Action Taken Following Executive Session

Posting Date:
 9/15/2017 11:25 AM jjz

XII. City Engineer's Report

XIII. City Administrator's Report

XIV. Attorney's Report

XV. Adjournment

The next regular City Council meeting is Tuesday, October 3, 2017 at 7:00 p.m.

DRAFT

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
Tuesday, September 5, 2017**

Call to Order

The Regular Meeting of the Wilmington City Council on September 5, 2017 was called to order at 7:00 p.m. by Temporary Chairman Larry Hall in the Council Chambers of the Wilmington City Hall.

Roll Call

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

Aldermen Present Persic, L. Hall, Tutor, Kirwin, Evans, Butler, Studer and K. Hall

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 was the Deputy City Clerk Joie Ziller, City Accountant Kim Doglio, Attorney George Mahoney, Attorney Bryan Wellner

Elect Alderman Larry Hall as Temporary Chairman

Alderman Kirwin made a motion and Alderman Studer seconded to elect Alderman Larry Hall as Temporary Chairman for the September 5, 2017 City Council meeting

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

Approval of Minutes

Alderman Tutor made a motion and Alderman Evans seconded to approve the August 15, 2017 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

AYES: 7 Aldermen Persic, Tutor, Butler, Kirwin, Evans

NAYS: 0

PASS: 2 Aldermen Studer, K. Hall

The motion carried.

Mayor' Report

Temporary Chairman Larry Hall requested a moment of silence for Sue Jeffries. Ms. Jeffries passed away on September 3, 2017. Ms. Jeffries served as City Treasurer for a number of years.

DRAFT

Citizen Comments

None

Planning & Zoning Commission

Alderman Persic made a motion and Alderman Evans seconded to approve Resolution No. 2017-06, A Resolution Authorizing a Variance to Allow for Placement of Fence Within a Required Front Yard for Property Located at 504 Van Buren Street, Wilmington, IL

Discussion: Attorney Mahoney informed the Council that according to the City's code of ordinances (150.18) this should be an ordinance rather than resolution; therefore the following action was taken

Alderman Persic made a motion and Alderman K. Hall seconded to approve Ordinance No. 17-09-05-03, An Ordinance Authorizing a Variance to Allow for Placement of Fence Within a Required Front Yard for Property Located at 504 Van Buren Street, Wilmington, IL

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

The next meeting is scheduled for Thursday, September 7, 2017 at 5:00 p.m.

Committee Reports

Buildings, Grounds, Parks, Health & Safety Committee

The next scheduled meeting is Wednesday, September 13, 2017 at 5:30 p.m.

Water, Sewer, Streets and Alleys Committee

The next scheduled meeting is Wednesday, September 13, 2017 at 6:00 p.m.

Police & ESDA Committee

Alderman Studer made a motion and Alderman Tutor seconded to approve to promote an officer to the rank of sergeant in the City of Wilmington Police Department after due diligence and testing completed by the Wilmington Police Commission

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

DRAFT

Alderman Studer made a motion and Alderman Butler seconded to approve Ordinance No. 17-09-05-01 ó An Ordinance Authorizing a Stop Sign to be Installed Controlling Southbound Joliet Street at Laurel Street

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

Alderman Studer made a motion and Alderman Kirwin seconded to approve Ordinance No. 17-09-05-02 ó An Ordinance Authorizing a No Parking Sign at and Proximate to 309 Kankakee River Drive

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

The next scheduled meeting is Tuesday, October 10, 2017 at 5:30 p.m.

Finance, Administration & Land Acquisition Committee

Alderman Tutor made a motion and Alderman Evans seconded to approve the Accounts Payable dated September 5, 2017 in the amount of \$880,865.86 as presented by the City Accountant

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

Alderman Tutor made a motion and Alderman Persic seconded to approve the Will County Center for Economic Development Annual Pledge for 2017 on the amount of \$2,500

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

Alderman Tutor made a motion and Alderman Studer seconded to approve Pay Request #1 (Final) in the amount of \$10,592 payable to Austin-Tyler Construction, Inc. for the Wabash Street Storm Sewer Removal and Replacement Project as recommended by City Engineer Zemaitis

Upon roll call, the vote was:

AYES: 7 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, Evans

NAYS: 0

The motion carried.

DRAFT

Alderman Tutor made a motion and Alderman Studer seconded to approve Resolution No. 2017-06 ó A Resolution Authorizing Our Legal Representative to File a Request to Intervene on Our Behalf on the Real Property Assessment Appeal for 555 W. Kahler Road, Wilmington, IL

The next scheduled meeting is Tuesday, September 19, 2017 at 6:00 p.m.

Ordinance & License Committee

Co-Chairs – Kirby Hall & Lisa Butler

Alderman Butler announced the second reading of An Ordinance Creating a Sanitary Sewer, Fats Oils and Greases (FOG) Disposal.

The Council agreed to table the second reading of An Ordinance Amending Provisions of Chapter 112.06, Classification of Licenses of the Municipal Code of Ordinances. This ordinance will be discussed at the September 12, 2017 Committee meeting.

The next scheduled meeting is Tuesday, September 12, 2017 at 5:30 p.m.

Personnel & Collective Bargaining Committee

Co-Chairs – Larry Hall & John Persic Jr.

Nothing at this time

Interim City Administrator's Report

Interim City Administrator Koehler's report is attached to these minutes for future reference.

Attorney's Report

Attorney Mahoney had nothing to report.

Adjournment

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman K. Hall. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on September 5, 2017 adjourned at 7:30 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk



RECEIVED

AUG 03 '17

Land Use Petition
City of Wilmington, Illinois

CITY OF WILMINGTON

Petitioner: Adar Ridgeport Industrial Partners, LLC Attn: Michael Stellino
Address: 2875 NE 191st St Ste 800
City: Aventura State: Florida Zip: 33180
Phone No.: 305.933.3538 Fax No.: Email: mjs@elionpartners.com

- Petitioner is the owner of the subject property and is the signer of this petition
Petitioner is the contract purchaser of the subject property and has attached a copy of said contract to this petition
Petitioner is acting on behalf of the owner of the subject property and has attached a letter granting such authority signed by the owner

In the event the property is held in trust, a notarized letter from an authorized trust officer identifying the petitioner as an authorized individual acting on behalf of the beneficiaries and providing the name, address, and percentage of interest of each beneficiary is attached to this executed petition

Subject Property

Location: See Exhibit
Size of Property: Tax Parcel No.:

The following documents have been attached:

- Legal Description, Plat of Survey, List of Adjacent Property Owners, Site Plan, Preliminary Plat, Final Plat, Preliminary Plan, Final Plan, Impact Fee Form, Bank Trust Letter

Type of Action Requested

- Annexation, Annexation Agreement, Concept Plan, Preliminary Plat/Plan (circle one), Final Plat/Plan (circle one), Map Amendment from to, Conditional Use, Variance, Site Plan Review

I have submitted the required filing fee. I understand that the fee is non-refundable. The fee is determined according to the attached schedule of fees. (initial here) (fee)

Statement of Petition

Please provide a brief statement describing the proposal as it relates to the standards of petition accompanying this document (attach additional sheets if necessary).

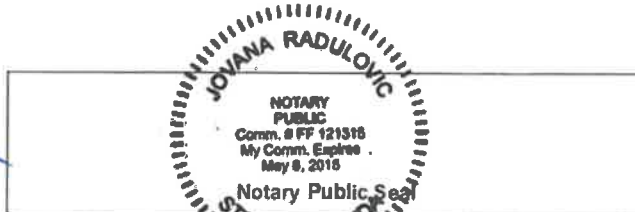
Annexation of property from Will County to Wilmington to be included in Ridgeport Logistics Center.

Number of Dwelling Units, Type of Units, Square Footage, Proposed Time Schedule for Development, Requested Variances

Authorization

I hereby affirm that I have full legal capacity to authorize the filing of this petition and that all the information and exhibits herewith submitted are true and correct to the best of my knowledge.

State of Florida, County of Miami Dade, Date 8/31/17, Signature of Petitioner



I, the undersigned, a notary public in and for the said county and state aforesaid, do hereby that Michael Stellino is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act, for the uses and purposes set forth

Notary Signature: My Commission Expires: May 8, 2018

Given under my hand and notary seal this 31st day of August, A.D. 2017

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING
CITY COUNCIL OF THE CITY OF WILMINGTON, IL

NOTICE IS HEREBY GIVEN THAT ON SEPTEMBER 19, 2017 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1165 S. WATER STREET, WILMINGTON, IL., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE REQUEST OF PETITIONERS, ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC IN REGARDS TO THE ANNEXATION WITH I5, PLANNED INDUSTRIAL DEVELOPMENT ZONING TO THE CITY OF WILMINGTON, ILLINOIS OF PROPERTY COMPRISING OF AS FOLLOWS:

PIN: 03-17-20-200-020-0000 / 5.37 acres

TRACT 6: THE S 182.35 FT OF THE N 1095.75 FT OF THE NE1/4 OF THE NE1/4 OF SEC 20, T33N-R9E. NEW PARCEL PER PET#2004-70
30430 S. Kavanaugh Rd

PIN: 03-17-20-200-013-0000 / 10 acres

THAT PRT OF THE SE1/4 OF THE NE1/4 SEC 20, T33N-R9E LYG W OF THE W LN OF THE E 634.95 FT & LYG E OF THE E LN OF THE W 330 FT & THAT PRT OF THE S 39.39 FT OF THE NE1/4 OF THE NE1/4 OF SEC 20 LYG W OF THE W LN OF THE E 634.95 FT & LYG E OF THE E LN OF THE W 330 FT
24946 Murphy Rd

PIN: 03-17-20-201-004-0000 / 0.80 acres

LOT 1 IN PINE GREEN NORTH, BEING A SUB OF PRT OF THE E1/2 OF THE NE1/4 OF SEC. 20, T33N-R9E
24820 Murphy Rd

PIN: 03-17-20-401-001-0000 / 1 acre

LOT 10 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24847 Murphy Rd

PIN: 03-17-20-401-002-0000 / 0.84 acres

LOT 9 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24945 W. Murphy Rd

PIN: 03-17-20-401-003-0000 / 0.87 acres

LOT 8 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24931 W. Murphy Rd

PIN: 03-17-20-401-004-0000 / 1 acre
LOT 7 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2
OF THE SE1/4 OF SEC. 20, T33N-R9E
24919 Murphy Rd

PIN: 03-17-20-401-005-0000 / 1 acre
LOT 6 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2
OF THE SE1/4 OF SEC. 20, T33N-R9E
24907 Murphy Rd

PIN: 03-17-20-401-006-0000 / 1 acre
LOT 5 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2
OF THE SE1/4 OF SEC. 20, T33N-R9E
24859 Murphy Rd

PIN: 03-17-20-401-007-0000 / 1 acre
LOT 4 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2
OF THE SE1/4 OF SEC. 20, T33N-R9E
24857 W. Murphy Rd

PIN: 03-17-20-401-009-0000 / 1 acre
LOT 2 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2
OF THE SE1/4 OF SEC. 20, T33N-R9E
24825 W. Murphy Rd

PIN: 03-17-21-100-032-0000 / 2.5 acres
THE W1/2 OF THE FOLL PARCEL TAKEN AS A TRACT: THE W 335.08 FT OF THE E
365.08 FT OF THE S 650 FT OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E
24630 W. Murphy Rd

PIN: 03-17-21-100-031-0000 / 2.5 acres
THE W 335.08 FT OF THE E 365.08 FT OF THE S 650 FT OF THE W1/2 OF THE
NW1/4 OF SEC. 21, T33N-R9E (EX THE W1/2 PER R78-12429)
30626 Ragain Ln

PIN: 03-17-21-100-006-0000 / 0.22 acres
THAT PRT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT
THE SW COR OF THE E1/2 OF THE NW1/4; THC E ALG THE S LN OF THE NW1/4,
550 FT TO THE POB; THC CONT E ALG THE S LN OF THE NW1/4, 61 FT TO A PT;
THC N PARL TO THE E LN OF THE NW1/4, 165 FT TO A PT; THC W PARL TO THE
S LN OF THE NW1/4, 1 FT; THC N PARL TO THE E LN OF THE NW1/4, 33 FT; THC
W PARL WITH THE S LN OF THE NW1/4, 60 FT; THC S PARL TO THE E LN OF THE
NW1/4, 198 FT TO THE POB
24510 Murphy Rd

PIN: 03-17-21-200-011-0000 / 5.06 acres

THAT PRT OF THE N1/2 OF SEC. 21, T33N-R9E, DAF: BEG AT THE SE COR OF THE NW1/4 OF SD SEC. 21; THC S 87 DEG 54'23" W 299.31 FT, ALG THE S LN OF SD NW1/4 TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THC N 50 DEG 50'56" E 46.05 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 49 DEG 03'56" E 28.72 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 71 DEG 09'45" E 61.66 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 57 DEG 32'40" E 47.50 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 70 DEG 46'02" E 68.73 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 64 DEG 14'53" E 82.22 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 65 DEG 51'04" E 116.11 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 67 DEG 09'45" E 139.36 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 63 DEG 17'41" E 67.71 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 68 DEG 00'28" E 205.43 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 71 DEG 19'40" E 78.05 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 60 DEG 07'50" E 151.11 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 13 DEG 29'27" E 141.67 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 09 DEG 16'23" E 86.79 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 88 DEG 05'31" E 61.71 FT, TO AN IRON PIPE ON THE W'LY LN OF PPTY CONVEYED BY R83-38006; THC S 09 DEG 51'57" W 234.71 FT (M), S 11 DEG 50'41" W 235.06 FT (R) ALG SD W'LY LN OF R83-38006 TO AN IRON PIPE; THC S 2 DEG 2'44" E 416.28 FT (M), S 00'00" E 413.87 FT (R) ALG SD W'LY LN OF R83-38006 TO A PT ON THE S LN OF THE NE1/4 OF SD SEC. 21; THC S 87 DEG 54'23" W 644.67 FT, ALG SD S LN OF THE NE1/4 TO A PT 125.20 FT (M) 125 FT (R) E OF THE SW COR OF SD NE1/4 AT THE SE COR OF THE PARCEL 772588; THC N 01 DEG 50'23" W 173.85 FT (M) N 00 DEG 00'00" W, 171 FT (R) ALG THE E'LY LN OF SD DOC #772588 TO AN OLD IRON ON THE S EDGE OF SD DRAINAGE DITCH; THC S 66 DEG 12'09" W, 134.81 FT, ALG SD S EDGE OF THE DRAINAGE DITCH & THE N'LY LN OF SD DOC #772588, TO ITS INTRSCN WITH THE W LN OF SD NE1/4 AT A PT 124 FT N OF SD SW COR OF THE NE1/4; THC S 01 DEG 45'42" E, 124 FT, ALG SD W LN OF THE NE1/4 TO THE POB. 2 REM/CONS PER R2006-179659 NDA
24304 Murphy Rd

PIN: 03-17-21-200-007-0000 / 5 acres

COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E ALG THE S LN OF SD NE1/4, FOR A DIST OF 1259.02 FT TO THE POB; THC N 00 DEG 00'00" E, FOR A DIST OF 658.39 FT; THC N 90 DEG 00'00" E, FOR A DIST OF 330.86 FT; THC S 00 DEG 00'00" W, FOR A DIST OF 658.39 FT TO A PT WHICH FALLS ON THE S LN OF SD NE1/4; THC S 90 DEG 00'00" W ALG SD S LN, FOR A DIST OF 330.86 FT TO THE POB
24146 W. Murphy Rd

PIN: 03-17-21-200-009-0000 / 5 acres

COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E ALG THE S LN OF SD NE1/4 FOR A DIST OF 1589.88 FT TO THE POB;

THC N 00 DEG 00'00" E FOR A DIST OF 658.39 FT; THC N 90 DEG 00'00" E FOR A DIST OF 330.85; THC S 00 DEG 00'00" W FOR A DIST OF 658.39 TO A PT WHICH FALLS ON THE S LN OF SD NE 1/4; THC S 90 DEG 00'00" W ALG SD S LN FOR A DIST OF 330.85 FT TO THE POB
24126 W. Murphy Rd

PIN: 03-17-21-100-029-0000 / 1.02 acres
THAT PRT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR; THC E ALG THE S LN, 1330.63 FT TO A PT THAT IS ALSO 25 FT E OF THE SW COR OF THE E1/2 OF THE NW1/4 & THE POB; THC N 00 DEG 22'30" E, 198 FT; THC E 225 FT; THC S 00 DEG 22'30" W, 198 FT; THC W ALG THE S LN, 225 FT TO THE POB
24548 Murphy Rd

PIN: 03-17-21-100-030-0000 / 1.39 acres
THAT PRT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT A PT ON THE S LN WHICH IS 1555.63 FT E OF THE SW COR, SD PT ALSO BEING 250 FT E OF THE SW COR E1/2 OF THE NW1/4; THC N 00 DEG 22'30" E, 198 FT; THC E 300 FT; THC S 00 DEG 22'30" W, 198 FT TO THE S LN; THC W ON THE S LN, 300 FT TO THE POB
W. Murphy Rd

PIN: 03-17-21-200-010-0000 / 5 acres
COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E, ALG THE S LN OF SD NE1/4 FOR A DIST OF 1920.73 FT TO THE POB; THC N 00 DEG 00'00" E FOR A DIST OF 658.39 FT; THC N 90 DEG 00'00" E FOR A DIST OF 330.85 FT; THC S 00 DEG 00'00" W FOR A DIST OF 658.39 FT TO A PT WHICH FALLS ON THE S LN OF SD NE1/4; THC S 90 DEG 00'00" W ALG SD S LN FOR A DIST OF 330.85 FT TO THE POB
W. Murphy Rd

PIN: 03-17-21-100-027-0000 / 6 acres
THAT PRT OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF THE NW1/4; THC N ON THE W LN, 746.74 FT; THC E PARL TO THE S LN, 350 FT; THC S PARL TO THE W LN, 746.74 FT TO THE S LN OF SD NW1/4; THC W 350 FT TO THE POB. REM AFTER DIV PER PET.#230
30625 S. Kavanaugh Rd

PIN: 03-17-21-100-022-0000 / 2.04 acres
THE E 250 FT OF THE S 930 FT OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE W 220 FT OF THE E 250 FT OF THE S 650 FT THROF)
30550 Ragain Ln

PIN: 03-17-21-100-024-0000 / 2.36 acres

THE N 192.50 FT OF THE S 799 FT OF THE E 535.50 FT OF THE W 548 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E

30561 S. Ragain Ln

PIN: 03-17-21-100-025-0000 / 62.96 acres

THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE S 1244.57 FT OF THE W 350 FT) & (EX THE E 250 FT OF THE S 930 FT OF THE SD W1/2 NW1/4 (EX THE W 220 FT OF THE E 250 FT OF THE S 650 FT OF SD W1/2 NW1/4) TO GC RAGAIN PER R71-9734) & (EX THE W 335.08 FT OF THE E 365.08 FT OF THE S 650 FT OF THE W1/2 OF THE NW1/4 PER R73-016073)

24700 Murphy Rd

PIN: 03-17-21-100-020-0000 / 5 acres

THE E 535.50 FT OF THE W 548 FT OF THE S 606.50 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE E 523 FT OF THE W 548 FT OF THE S 198 FT)

S. Ragain Ln

PIN: 03-17-21-100-034-0000 / 4.05 acres

THE S 323.61 FT OF THE N 588.61 FT OF THE S 1785 FT OF THE W 548 FT (EX THE W 8.50 FT) & THE E 8 FT OF THE W 16.50 FT OF THE W 548 FT OF THE S 204.89 FT OF THE N 793.5 FT OF THE S 1785 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E

30441 Ragain Ln

PIN: 03-17-21-100-028-0000 / 4 acres

THAT PRT OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF SD NW1/4; THC N ALG THE W LN, 746.74 FT TO THE POB; THC CONT N ALG SD W LN, 497.83 FT; THC E & PARL TO THE S LN, 350 FT; THC S & PARL TO THE W LN, 497.83 FT; THC W & PARL TO THE S LN, 350 FT TO THE POB

30515 S. Kavanaugh Rd

PIN: 03-17-21-100-035-0000 / 2.58 acres

THE N 793.50 FT OF THE S 1785 FT OF THE W 548 FT OF THE E1/2 OF THE NW1/4 (EX THE N 323.61 FT OF THE S 1520 FT OF THE E 539.50 FT OF THE W 548 FT) & (EX THE E 8 FT OF THE W 16.50 FT OF THE N 204.89 FT OF THE S 1196.39 FT) OF SEC. 21, T33N-R9E (EX THE N 265 FT OF THE S 1785 FT OF THE W 548 FT & THE W 8.50 FT OF THE S 528.50 FT OF THE N 793.50 FT OF THE S 1785 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E PER R91-013524). REM AFTER DIV PER R90-053390 NDA

30525 S. Ragain Ln

PIN: 03-17-21-100-023-0000 / 2.81 acres

THE S 1785 FT OF THE W 548 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THRFROM THE E 535.50 FT OF THE W 548 FT OF THE S 606.50 FT THROF)

EX THE N 793.50 FT THROF) & (EX THAT PRT PER R71-15939, DAF: THE N 192.50 FT OF THE S 799 FT OF THE E 535.50 FT OF THE W 548 FT OF SD NW1/4 OF SEC. 21, T33N-R9E). ACREAGE CORRECTION PER PLAT OF SURVEY THIS PIN STAYS THE SAME (ACREAGE WAS 2.81) REF#15831 3-13-17 JS
30539 S. Ragain Ln

ALL PERSONS INTERESTED IN ATTENDING ARE INVITED TO DO SO AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. ADDITIONAL INFORMATION ON SUCH A REQUEST CAN BE OBTAINED FROM THE CITY OF WILMINGTON ZONING ADMINISTRATOR AT 1165 S. WATER STREET, WILMINGTON, IL 1-815-476-2175. BY ORDER OF THE CORPORATE AUTHORITIES OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS.

ROY STRONG
MAYOR
CITY OF WILMINGTON

Minutes to the City of Wilmington
Planning and Zoning Commission Meeting
Wilmington City Hall
1165 South Water Street
Thursday, September 7, 2017 at 5:00 PM

Call to Order

The September 7, 2017 meeting of the Wilmington Planning & Zoning Commission was called to order at 5:02 p.m. by Deputy City Clerk Joie Ziller in the Council Chambers of the Wilmington City Hall.

Roll Call

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

Commissioners Clennon, Humphries, Kulpa, Smith, Tryner

Commissioner's Absent

Jones & Wysocki

Quorum

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

Other Officials in Attendance

Also in attendance were the Interim City Administrator Frank Koehler, City Engineer Colby Zemaitis, Attorney Scott Nemanich of Klein, Thorpe, and Jenkins, Ltd. and Deputy City Clerk Joie Ziller

Elect Pro-Tem Chairman

Commissioner Smith made a motion and Commissioner Kulpa seconded to elect Commissioner Humphries as Chairman of tonight's meeting.

Upon roll call, the vote was:

AYES: 5 Clennon, Humphries, Kulpa, Smith, Tryner

NAYS: 0

The motion carried.

Approval of Minutes

Commissioner Clennon made a motion and Commissioner Kulpa seconded to approve the August 3, 2017 Planning & Zoning meeting minutes as written and have them placed on file.

Upon roll call, the vote was:

AYES: 5 Clennon, Humphries, Kulpa, Smith, Tryner

NAYS: 0

The motion carried.

Public Hearing

**Annexations with I5, Planned Industrial Development Zoning [Various Properties]
Petitioner Adar Ridgeport Industrial Partners, LLC**

Commissioner Clennon made a motion and Commissioner Smith seconded to open the public hearing on the request for variance at 5:04 p.m.

Upon roll call, the vote was:

AYES: 5 Clennon, Humphries, Kulpa, Smith, Tryner

NAYS: 0

The motion carried.

Discussion: Interim City Administrator Koehler explained that the petitioners, Adar Ridgeport Industrial Partners, LLC are seeking to annex recently acquired properties presently not within the corporate limits of the City in the same I5, Planned Industrial Development Zoning as the rest of the logistics park. This is consistent with our comprehensive plan as we envisioned the large scale development out in that area. For the record, with the I5 zoning there is typically a minimum lot are of one acre, minimum lot of 200 feet, some of these properties do not meet those criterions; therefore weæd be annexing them into the I5 zoning with the stipulation that the properties not be developed until they are compliant with the lot area requirements. The Commissioners understood this. Attorney Benjamin Schuster of Holland & Knight representing the petitioner, Adar Ridgeport Industrial Partners, LLC explained that they are totally fine with the expectation that the properties will be re-subdivided and that that is their intent. City Engineer Zemaitis explained that upon his review he noted some minor issues and the corrections have been made. Basically there were just some PINø that needed to be corrected and one lot in the Pine Green Subdivision will not be included with the annexation. City Engineer Zemaitis does have a copy of the corrected of the plat that he will provide.

No other public comments were made.

Commissioner Tryner made a motion and Commissioner Kulpa seconded to close the public hearing on the request for variance at 5:13 p.m.

Upon roll call, the vote was:

AYES: 5 Clennon, Humphries, Kulpa, Smith, Tryner

NAYS: 0

The motion carried.

Commissioners Review/Approval/Recommendation of Annexations with I5, Planned Industrial Development Zoning [Various Properties]

Commissioner Tryner made a motion and Commissioner Smith seconded to recommend to City Council to approve the annexation and zoning to I5, Planned Industrial Development Zoning of the Adar Ridgeport Industrial Partners, LLC properties per the amended exhibit submitted to the City.

Upon roll call, the vote was:

AYES: 5 Clennon, Humphries, Kulpa, Smith, Tryner

NAYS: 0
The motion carried.

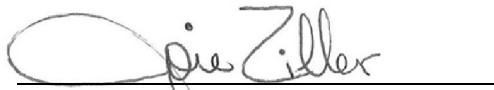
Citizen's Comment

None

Adjournment

Motion to adjourn the meeting made by Commissioner Clennon and seconded by Commissioner Tryner. Upon voice vote, the motion carried. The Wilmington Planning & Zoning meeting held on September 7, 2017 adjourned at 5:16 p.m.

Respectfully submitted,

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

Joie Ziller
Deputy City Clerk

ORDINANCE NO. 17-09-19-01

**AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CORPORATE LIMITS OF THE
CITY OF WILMINGTON, WILL COUNTY, ILLINOIS
(ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC)**

WHEREAS, the owners of record of all land within the territory hereinafter described have filed a written petition with the City Clerk requesting that said territory be annexed to the City of Wilmington; and

WHEREAS, no electors reside within said territory; and

WHEREAS, the territory sought to be annexed to the City of Wilmington is contiguous to the existing corporate limits of the City; and

WHEREAS, the territory sought to be annexed is not within the corporate limits of any municipality; and

WHEREAS, the owners of record of said territory and the City of Wilmington have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, such Petition for Annexation conforms with the requirements enumerated in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, it is in the best interests of the City of Wilmington that the territory be annexed thereto.

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

SECTION 1.

The territory described on Exhibit "A" attached hereto and incorporated herein together with adjacent road rights of way be and the same is hereby annexed to the City of Wilmington, an Illinois Municipal Corporation, Will County, Illinois.

An accurate map of the territory is attached hereto as Exhibit B.

SECTION 2.

The City Clerk shall record a copy of this Ordinance at the Office of the Will County Recorder of Deeds and shall file certified copies of this Ordinance in the Office of the Will County Clerk within the time required by law.

SECTION 3. SEVERABILITY

This Ordinance and every provision thereof, shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 4. REPEALER

All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.

SECTION 5. EFFECTIVE DATE

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

PASSED this 19th day of September, 2017 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

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

Approved this 19th day of September, 2017

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

LIST OF EXHIBITS

Exhibit A - Legal description of property annexed.

Exhibit B - Plat of Annexation

PIN: 03-17-20-200-020-0000 / 5.37 acres

TRACT 6: THE S 182.35 FT OF THE N 1095.75 FT OF THE NE1/4 OF THE NE1/4 OF SEC 20, T33N-R9E. NEW PARCEL PER PET#2004-70
30430 S. Kavanaugh Rd

PIN: 03-17-20-200-013-0000 / 10 acres

THAT PRT OF THE SE1/4 OF THE NE1/4 SEC 20, T33N-R9E LYG W OF THE W LN OF THE E 634.95 FT & LYG E OF THE E LN OF THE W 330 FT & THAT PRT OF THE S 39.39 FT OF THE NE1/4 OF THE NE1/4 OF SEC 20 LYG W OF THE W LN OF THE E 634.95 FT & LYG E OF THE E LN OF THE W 330 FT
24946 Murphy Rd

PIN: 03-17-20-201-004-0000 / 0.80 acres

LOT 1 IN PINE GREEN NORTH, BEING A SUB OF PRT OF THE E1/2 OF THE NE1/4 OF SEC. 20, T33N-R9E
24820 Murphy Rd

PIN: 03-17-20-401-001-0000 / 1 acre

LOT 10 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24847 Murphy Rd

PIN: 03-17-20-401-002-0000 / 0.84 acres

LOT 9 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24945 W. Murphy Rd

PIN: 03-17-20-401-003-0000 / 0.87 acres

LOT 8 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24931 W. Murphy Rd

PIN: 03-17-20-401-004-0000 / 1 acre

LOT 7 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24919 Murphy Rd

PIN: 03-17-20-401-005-0000 / 1 acre

LOT 6 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E
24907 Murphy Rd

PIN: 03-17-20-401-006-0000 / 1 acre

LOT 5 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E

24859 Murphy Rd

PIN: 03-17-20-401-007-0000 / 1 acre

LOT 4 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E

24857 W. Murphy Rd

PIN: 03-17-20-401-009-0000 / 1 acre

LOT 2 IN PINE GREEN SUB, BEING A SUB OF PRT OF THE N 371 FT OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E

24825 W. Murphy Rd

PIN: 03-17-21-100-032-0000 / 2.5 acres

THE W1/2 OF THE FOLL PARCEL TAKEN AS A TRACT: THE W 335.08 FT OF THE E 365.08 FT OF THE S 650 FT OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E

24630 W. Murphy Rd

PIN: 03-17-21-100-031-0000 / 2.5 acres

THE W 335.08 FT OF THE E 365.08 FT OF THE S 650 FT OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE W1/2 PER R78-12429)

30626 Ragain Ln

PIN: 03-17-21-100-006-0000 / 0.22 acres

THAT PRT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF THE E1/2 OF THE NW1/4; THC E ALG THE S LN OF THE NW1/4, 550 FT TO THE POB; THC CONT E ALG THE S LN OF THE NW1/4, 61 FT TO A PT; THC N PARL TO THE E LN OF THE NW1/4, 165 FT TO A PT; THC W PARL TO THE S LN OF THE NW1/4, 1 FT; THC N PARL TO THE E LN OF THE NW1/4, 33 FT; THC W PARL WITH THE S LN OF THE NW1/4, 60 FT; THC S PARL TO THE E LN OF THE NW1/4, 198 FT TO THE POB

24510 Murphy Rd

PIN: 03-17-21-200-011-0000 / 5.06 acres

THAT PRT OF THE N1/2 OF SEC. 21, T33N-R9E, DAF: BEG AT THE SE COR OF THE NW1/4 OF SD SEC. 21; THC S 87 DEG 54'23" W 299.31 FT, ALG THE S LN OF SD NW1/4 TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THC N 50 DEG 50'56" E 46.05 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 49 DEG 03'56" E 28.72 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 71 DEG 09'45" E 61.66 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 57 DEG 32'40" E 47.50 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 70 DEG 46'02" E 68.73 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 64 DEG 14'53" E 82.22 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 65 DEG 51'04" E 116.11 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 67 DEG 09'45" E 139.36 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 63 DEG 17'41" E 67.71 FT, ALG SD CNTR OF DRAINAGE

DITCH; THC N 68 DEG 00'28" E 205.43 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 71 DEG 19'40" E 78.05 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 60 DEG 07'50" E 151.11 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 13 DEG 29'27" E 141.67 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 09 DEG 16'23" E 86.79 FT, ALG SD CNTR OF DRAINAGE DITCH; THC N 88 DEG 05'31" E 61.71 FT, TO AN IRON PIPE ON THE W'LY LN OF PPTY CONVEYED BY R83-38006; THC S 09 DEG 51'57" W 234.71 FT (M), S 11 DEG 50'41" W 235.06 FT (R) ALG SD W'LY LN OF R83-38006 TO AN IRON PIPE; THC S 2 DEG 2'44" E 416.28 FT (M), S 00'00" E 413.87 FT (R) ALG SD W'LY LN OF R83-38006 TO A PT ON THE S LN OF THE NE1/4 OF SD SEC. 21; THC S 87 DEG 54'23" W 644.67 FT, ALG SD S LN OF THE NE1/4 TO A PT 125.20 FT (M) 125 FT (R) E OF THE SW COR OF SD NE1/4 AT THE SE COR OF THE PARCEL 772588; THC N 01 DEG 50'23" W 173.85 FT (M) N 00 DEG 00'00" W, 171 FT (R) ALG THE E'LY LN OF SD DOC #772588 TO AN OLD IRON ON THE S EDGE OF SD DRAINAGE DITCH; THC S 66 DEG 12'09" W, 134.81 FT, ALG SD S EDGE OF THE DRAINAGE DITCH & THE N'LY LN OF SD DOC #772588, TO ITS INTRSECTN WITH THE W LN OF SD NE1/4 AT A PT 124 FT N OF SD SW COR OF THE NE1/4; THC S 01 DEG 45'42" E, 124 FT, ALG SD W LN OF THE NE1/4 TO THE POB. 2 REM/CONS PER R2006-179659 NDA
24304 Murphy Rd

PIN: 03-17-21-200-007-0000 / 5 acres

COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E ALG THE S LN OF SD NE1/4, FOR A DIST OF 1259.02 FT TO THE POB; THC N 00 DEG 00'00" E, FOR A DIST OF 658.39 FT; THC N 90 DEG 00'00" E, FOR A DIST OF 330.86 FT; THC S 00 DEG 00'00" W, FOR A DIST OF 658.39 FT TO A PT WHICH FALLS ON THE S LN OF SD NE1/4; THC S 90 DEG 00'00" W ALG SD S LN, FOR A DIST OF 330.86 FT TO THE POB
24146 W. Murphy Rd

PIN: 03-17-21-200-009-0000 / 5 acres

COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E ALG THE S LN OF SD NE1/4 FOR A DIST OF 1589.88 FT TO THE POB; THC N 00 DEG 00'00" E FOR A DIST OF 658.39 FT; THC N 90 DEG 00'00" E FOR A DIST OF 330.85; THC S 00 DEG 00'00" W FOR A DIST OF 658.39 TO A PT WHICH FALLS ON THE S LN OF SD NE 1/4; THC S 90 DEG 00'00" W ALG SD S LN FOR A DIST OF 330.85 FT TO THE POB
24126 W. Murphy Rd

PIN: 03-17-21-100-029-0000 / 1.02 acres

THAT PRT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR; THC E ALG THE S LN, 1330.63 FT TO A PT THAT IS ALSO 25 FT E OF THE SW COR OF THE E1/2 OF THE NW1/4 & THE POB; THC N 00 DEG 22'30" E, 198 FT; THC E 225 FT; THC S 00 DEG 22'30" W, 198 FT; THC W ALG THE S LN, 225 FT TO THE POB
24548 Murphy Rd

PIN: 03-17-21-100-030-0000 / 1.39 acres

THAT PRT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT A PT ON THE S LN WHICH IS 1555.63 FT E OF THE SW COR, SD PT ALSO BEING 250 FT E OF THE SW COR E1/2 OF THE NW1/4; THC N 00 DEG 22'30" E, 198 FT; THC E 300 FT; THC S 00 DEG 22'30" W, 198 FT TO THE S LN; THC W ON THE S LN, 300 FT TO THE POB

W. Murphy Rd

PIN: 03-17-21-200-010-0000 / 5 acres

COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E, ALG THE S LN OF SD NE1/4 FOR A DIST OF 1920.73 FT TO THE POB; THC N 00 DEG 00'00" E FOR A DIST OF 658.39 FT; THC N 90 DEG 00'00" E FOR A DIST OF 330.85 FT; THC S 00 DEG 00'00" W FOR A DIST OF 658.39 FT TO A PT WHICH FALLS ON THE S LN OF SD NE1/4; THC S 90 DEG 00'00" W ALG SD S LN FOR A DIST OF 330.85 FT TO THE POB

W. Murphy Rd

PIN: 03-17-21-100-027-0000 / 6 acres

THAT PRT OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF THE NW1/4; THC N ON THE W LN, 746.74 FT; THC E PARL TO THE S LN, 350 FT; THC S PARL TO THE W LN, 746.74 FT TO THE S LN OF SD NW1/4; THC W 350 FT TO THE POB. REM AFTER DIV PER PET.#230

30625 S. Kavanaugh Rd

PIN: 03-17-21-100-022-0000 / 2.04 acres

THE E 250 FT OF THE S 930 FT OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE W 220 FT OF THE E 250 FT OF THE S 650 FT THROF)

30550 Ragain Ln

PIN: 03-17-21-100-024-0000 / 2.36 acres

THE N 192.50 FT OF THE S 799 FT OF THE E 535.50 FT OF THE W 548 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E

30561 S. Ragain Ln

PIN: 03-17-21-100-025-0000 / 62.96 acres

THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE S 1244.57 FT OF THE W 350 FT) & (EX THE E 250 FT OF THE S 930 FT OF THE SD W1/2 NW1/4 (EX THE W 220 FT OF THE E 250 FT OF THE S 650 FT OF SD W1/2 NW1/4) TO GC RAGAIN PER R71-9734) & (EX THE W 335.08 FT OF THE E 365.08 FT OF THE S 650 FT OF THE W1/2 OF THE NW1/4 PER R73-016073)

24700 Murphy Rd

PIN: 03-17-21-100-020-0000 / 5 acres

THE E 535.50 FT OF THE W 548 FT OF THE S 606.50 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE E 523 FT OF THE W 548 FT OF THE S 198 FT)

S. Ragain Ln

PIN: 03-17-21-100-034-0000 / 4.05 acres

THE S 323.61 FT OF THE N 588.61 FT OF THE S 1785 FT OF THE W 548 FT (EX THE W 8.50 FT) & THE E 8 FT OF THE W 16.50 FT OF THE W 548 FT OF THE S 204.89 FT OF THE N 793.5 FT OF THE S 1785 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E

30441 Ragain Ln

PIN: 03-17-21-100-028-0000 / 4 acres

THAT PRT OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF SD NW1/4; THC N ALG THE W LN, 746.74 FT TO THE POB; THC CONT N ALG SD W LN, 497.83 FT; THC E & PARL TO THE S LN, 350 FT; THC S & PARL TO THE W LN, 497.83 FT; THC W & PARL TO THE S LN, 350 FT TO THE POB

30515 S. Kavanaugh Rd

PIN: 03-17-21-100-035-0000 / 2.58 acres

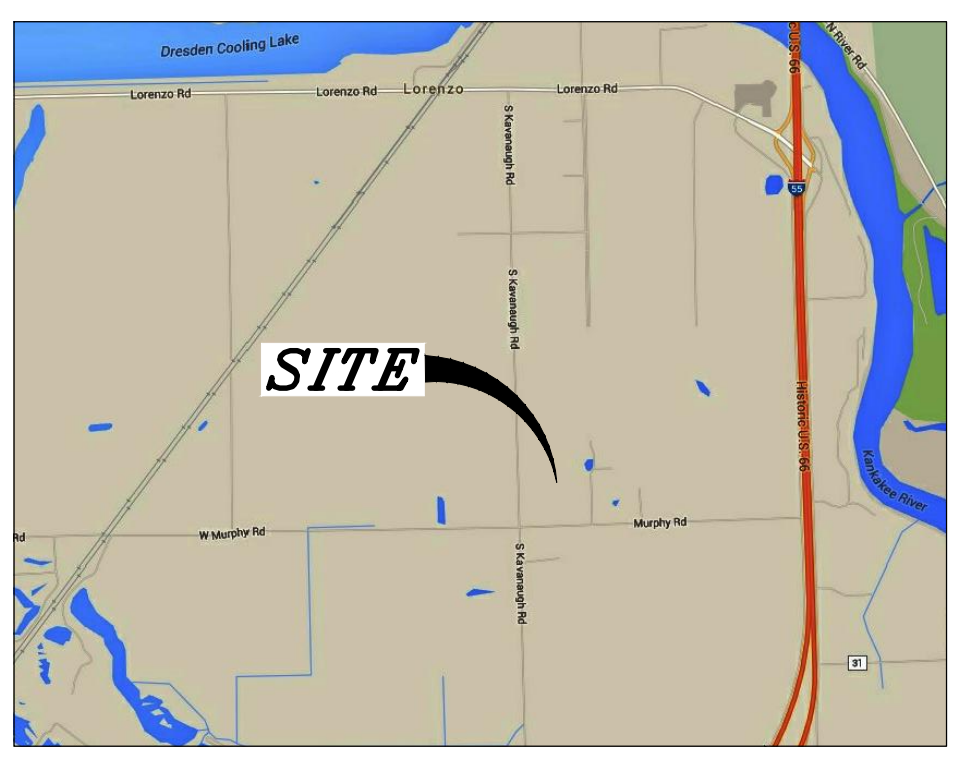
THE N 793.50 FT OF THE S 1785 FT OF THE W 548 FT OF THE E1/2 OF THE NW1/4 (EX THE N 323.61 FT OF THE S 1520 FT OF THE E 539.50 FT OF THE W 548 FT) & (EX THE E 8 FT OF THE W 16.50 FT OF THE N 204.89 FT OF THE S 1196.39 FT) OF SEC. 21, T33N-R9E (EX THE N 265 FT OF THE S 1785 FT OF THE W 548 FT & THE W 8.50 FT OF THE S 528.50 FT OF THE N 793.50 FT OF THE S 1785 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E PER R91-013524). REM AFTER DIV PER R90-053390 NDA

30525 S. Ragain Ln

PIN: 03-17-21-100-023-0000 / 2.81 acres

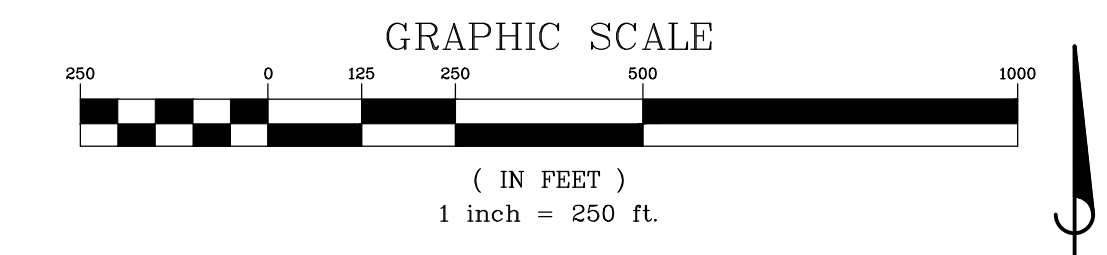
THE S 1785 FT OF THE W 548 FT OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THRFROM THE E 535.50 FT OF THE W 548 FT OF THE S 606.50 FT THROF) EX THE N 793.50 FT THROF) & (EX THAT PRT PER R71-15939, DAF: THE N 192.50 FT OF THE S 799 FT OF THE E 535.50 FT OF THE W 548 FT OF SD NW1/4 OF SEC. 21, T33N-R9E). ACREAGE CORRECTION PER PLAT OF SURVEY THIS PIN STAYS THE SAME (ACREAGE WAS 2.81) REF#15831 3-13-17 JS

30539 S. Ragain Ln



PLAT OF ANNEXATION TO THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20,
THAT PART OF THE SOUTHEAST QUARTER SECTION 20 AND THE NORTH HALF
OF SECTION 21, ALL IN TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

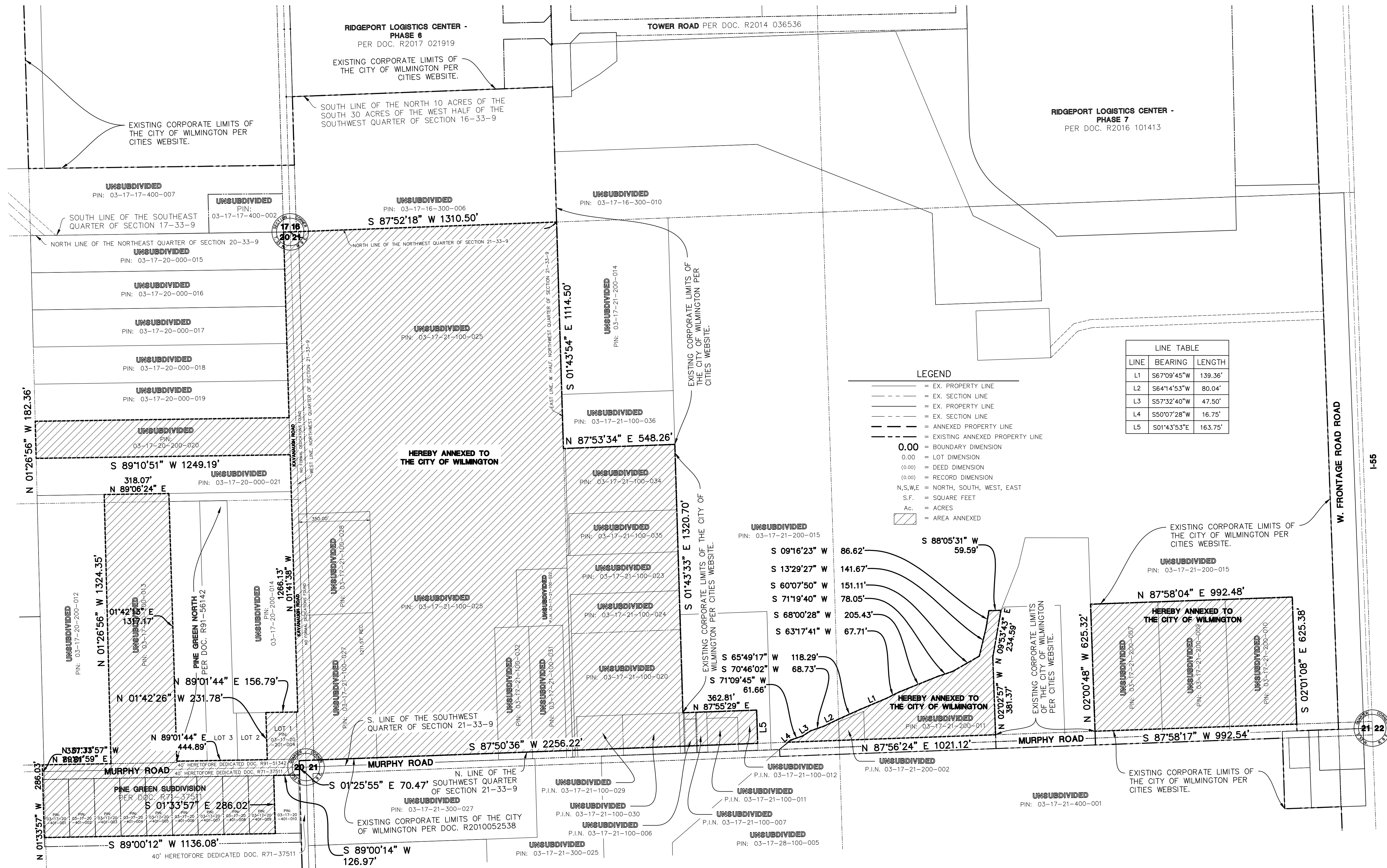


AREA OF ANNEXATION
AREA = 6,321,696 SQ. FT. (145.126 ACRES)

PLAT PREPARED FOR
RADA, LLC
2875 NORTH EAST 191ST STREET
AVENTURA, FLORIDA 33180

BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE-2011 ADJUSTMENT, ADJUSTED TO GROUND VALUES, AS ESTABLISHED UTILIZING TRIMBLE VRS REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS)

LOCATION MAP
(NOT TO SCALE)



LINE	BEARING	LENGTH
L1	S67°09'45"W	139.36'
L2	S64°14'53"W	80.04'
L3	S57°32'40"W	47.50'
L4	S50°07'28"W	16.75'
L5	S01°43'53"E	163.75'

- LEGEND**
- = EX. PROPERTY LINE
 - - - = EX. SECTION LINE
 - - - = EX. PROPERTY LINE
 - - - = EX. SECTION LINE
 - - - = ANNEXED PROPERTY LINE
 - - - = EXISTING ANNEXED PROPERTY LINE
 - 0.00 = BOUNDARY DIMENSION
 - 0.00 = LOT DIMENSION
 - (0.00) = DEED DIMENSION
 - (0.00) = RECORD DIMENSION
 - N,S,W,E = NORTH, SOUTH, WEST, EAST
 - S.F. = SQUARE FEET
 - Ac. = ACRES
 - = AREA ANNEXED

DATE	REVISIONS	BY	APP'D
09/07/17	ADDED ADDRESS	BAS	

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ADAR PROPERTIES
CITY OF WILMINGTON, ILLINOIS
PLAT OF ANNEXATION

PROJ. MGR.: BAS
PROJ. ASSOC.: GEF
DRAWN BY: GEF
DATE: 9/05/17
SCALE: 1" = 250'
SHEET
1 OF 2
RPTWIL12.01

September 7, 2017 - 15:24 C:\Users\p.10g\OneDrive\Work\Drawings\Plat of Annexation\WPTWIL12.01.dwg - 09/05/17 - Updated Bk. batooli

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PLAT OF ANNEXATION

TO THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS

LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED

PIN: 03-17-20-200-020-0000 / 5.37 ACRES
TRACT 6: THE S 182.35 FEET OF THE N 1095.75 FEET OF THE NE1/4 OF THE NE1/4 OF SEC 20, T33N-R9E. 30430 S. KAVANAUGH RD

PIN: 03-17-20-200-013-0000 / 10 ACRES
THAT PART OF THE SE1/4 OF THE NE1/4 OF SEC 20, T33N-R9E LAYING W OF THE W L OF THE E 634.95 FEET & LAYING E OF THE E LN OF THE W 330 FEET & THAT PART OF THE S 39.39 FEET OF THE NE1/4 OF THE NE1/4 OF SEC 20 LAYING W OF THE W LN OF THE E 634.95 FEET & LAYING E OF THE E LN OF THE W 330 FEET 24946 MURPHY RD

PIN: 03-17-20-201-004-0000 / 0.80 ACRES
LOT 1 IN PINE GREEN NORTH, BEING A SUB OF PART OF THE E1/2 OF THE NE1/4 OF SEC. 20, T33N-R9E. 24820 MURPHY RD

PIN: 03-17-20-401-001-0000 / 1 ACRE
LOT 10 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24847 MURPHY RD

PIN: 03-17-20-401-002-0000 / 0.84 ACRES
LOT 9 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24945 W. MURPHY RD

PIN: 03-17-20-401-003-0000 / 0.87 ACRES
LOT 8 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24931 W. MURPHY RD

PIN: 03-17-20-401-004-0000 / 1 ACRE
LOT 7 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24919 MURPHY RD

PIN: 03-17-20-401-005-0000 / 1 ACRE
LOT 6 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24907 MURPHY RD

PIN: 03-17-20-401-006-0000 / 1 ACRE
LOT 5 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24859 MURPHY RD

PIN: 03-17-20-401-007-0000 / 1 ACRE
LOT 4 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24857 W. MURPHY RD

PIN: 03-17-20-401-008-000 / 1 ACRE
LOT 3 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. VACANT W. MURPHY RD

PIN: 03-17-20-401-009-0000 / 1 ACRE
LOT 2 IN PINE GREEN SUB, BEING A SUB OF PART OF THE N 371 FEET OF THE E1/2 OF THE SE1/4 OF SEC. 20, T33N-R9E. 24825 W. MURPHY RD

PIN: 03-17-21-100-032-0000 / 2.5 ACRES
THE W 1/2 OF THE FOLLOWING PARCEL TAKEN AS A TRACT: THE W 335.08 FEET OF THE E 365.08 FEET OF THE S 650 FEET OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E. 24630 W. MURPHY RD

PIN: 03-17-21-100-031-0000 / 2.5 ACRES
THE W 335.08 FEET OF THE E 365.08 FEET OF THE S 650 FEET OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE W 1/2 PER R78-12429) 30626 RAGAIN LN

PIN: 03-17-21-100-006-0000 / 0.22 ACRES
THAT PART OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF THE E1/2 OF THE NW1/4; THC E ALONG THE S LN OF THE NW1/4, 550 FEET TO THE POB; THC CONTINUING E ALONG THE S LN OF THE NW1/4, 61 FEET TO A PT; THC N PARCEL TO THE E LN OF THE NW1/4, 165 FEET TO A PT; THC W PARCEL TO THE S LN OF THE NW1/4, 1 FEET; THC N PARCEL TO THE E LN OF THE NW1/4, 33 FEET; THC W PARCEL WITH THE S LN OF THE NW1/4, 60 FEET; THC S PARCEL TO THE E LN OF THE NW1/4, 198 FEET TO THE POB. 24510 MURPHY RD

PIN: 03-17-21-200-011-0000 / 5.06 ACRES
THAT PART OF THE N1/2 OF SEC. 21, T33N-R9E, DAF: BEG AT THE SE COR OF THE NW1/4 OF SD SEC. 21; THC S 87 DEG 54'23" W 299.31 FEET, ALONG THE S LN OF SD NW1/4 TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THC N 50 DEG 50'56" E 46.05 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 49 DEG 03'56" E 28.72 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 71 DEG 09'45" E 61.66 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 57 DEG 32'40" E 47.50 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 70 DEG 46'02" E 68.73 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 64 DEG 14'53" E 82.22 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 65 DEG 51'04" E 116.11 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 67 DEG 09'45" E 139.36 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 63 DEG 17'41" E 67.71 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 68 DEG 00'28" E 205.43 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 71 DEG 19'40" E 78.05 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 60 DEG 07'50" E 151.11 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 13 DEG 29'27" E 141.67 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 09 DEG 16'23" E 86.79 FEET, ALONG SD CENTER OF DRAINAGE DITCH; THC N 88 DEG 05'31" E 61.71 FEET, TO AN IRON PIPE ON THE WLY LN OF PROPERTY CONVEYED BY R83-38006; THC S 09 DEG 51'57" W 234.71 FEET (M), S 11 DEG 50'41" W 235.06 FEET (R) ALONG SD WLY LN OF R83-38006 TO AN IRON PIPE; THC S 2 DEG 2'44" E 416.28 FEET (M), S 00'00" E 413.87 FEET (R) ALONG SD WLY LN OF R83-38006 TO A PT ON THE S LN OF THE NE1/4 OF SD SEC. 21; THC S 87 DEG 54'23" W 644.67 FEET, ALONG SD S LN OF THE NE1/4 TO A PT 125.20 FEET (R) E OF THE SW COR OF SD NE1/4 AT THE SE COR OF THE PARCEL 772588; THC N 01 DEG 50'23" W 173.85 FEET (M) N 00 DEG 00'00" W, 171 FEET (R) ALONG THE ELY LN OF SD DOC #772588 TO AN OLD IRON ON THE S EDGE OF SD DRAINAGE DITCH; THC S 65 DEG 12'09" W, 134.81 FEET, ALONG SD S EDGE OF THE DRAINAGE DITCH & THE NLY LN OF SD DOC #772588, TO ITS INTERSECTION WITH THE W LN OF SD NE1/4 AT A PT 124 FEET N OF SD SW COR OF THE NE1/4; THC S 01 DEG 45'42" E, 124 FEET, ALONG SD W LN OF THE NE1/4 TO THE POB. 2 REM/CONS PER R2006-179659 NDA. 24304 MURPHY RD

PIN: 03-17-21-200-007-0000 / 5 ACRES
COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E ALONG THE S LN OF SD NE1/4, FOR A DIST OF 1259.02 FEET TO THE POB; THC N 00 DEG 00'00" E, FOR A DIST OF 658.39 FEET; THC N 90 DEG 00'00" E, FOR A DIST OF 330.86 FEET; THC S 00 DEG 00'00" W, FOR A DIST OF 658.39 FEET TO A PT WHICH FALLS ON THE S LN OF SD NE1/4; THC S 90 DEG 00'00" W ALONG SD S LN, FOR A DIST OF 330.86 FEET TO THE POB 24146 W. MURPHY RD

PIN: 03-17-21-200-009-0000 / 5 ACRES
COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E ALONG THE S LN OF SD NE1/4 FOR A DIST OF 1589.88 FEET TO THE POB; THC N 00 DEG 00'00" E FOR A DIST OF 658.39 FEET; THC N 90 DEG 00'00" E FOR A DIST OF 330.85; THC S 00 DEG 00'00" W FOR A DIST OF 658.39 TO A PT WHICH FALLS ON THE S LN OF SD NE 1/4; THC S 90 DEG 00'00" W ALONG SD S LN FOR A DIST OF 330.85 FEET TO THE POB 24126 W. MURPHY RD

PIN: 03-17-21-100-029-0000 / 1.02 ACRES
THAT PART OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR; THC E ALONG THE S LN, 1330.63 FEET TO A PT THAT IS ALSO 25 FEET E OF THE SW COR OF THE E1/2 OF THE NW1/4 & THE POB; THC N 00 DEG 22'30" E, 198 FEET; THC E 225 FEET; THC S 00 DEG 22'30" W, 198 FEET; THC W ALONG THE S LN, 225 FEET TO THE POB 24548 MURPHY RD

PIN: 03-17-21-100-030-0000 / 1.39 ACRES
THAT PART OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT A PT ON THE S LN WHICH IS 1555.63 FEET E OF THE SW COR, SD PT ALSO BEING 250 FEET E OF THE SW COR E1/2 OF THE NW1/4; THC N 00 DEG 22'30" E, 198 FEET; THC E 300 FEET; THC S 00 DEG 22'30" W, 198 FEET TO THE S LN; THC W ON THE S LN, 300 FEET TO THE POB MURPHY RD

PIN: 03-17-21-200-010-0000 / 5 ACRES
COMM AT THE SW COR OF THE NE1/4 OF SEC. 21, T33N-R9E; THC N 90 DEG 00'00" E, ALONG THE S LN OF SD NE1/4 FOR A DIST OF 1920.73 FEET TO THE POB; THC N 00 DEG 00'00" E FOR A DIST OF 658.39 FEET; THC N 90 DEG 00'00" E FOR A DIST OF 330.85 FEET; THC S 00 DEG 00'00" W FOR A DIST OF 658.39 FEET TO A PT WHICH FALLS ON THE S LN OF SD NE1/4; THC S 90 DEG 00'00" W ALONG SD S LN FOR A DIST OF 330.85 FEET TO THE POB W. MURPHY RD

PIN: 03-17-21-100-027-0000 / 6 ACRES
THAT PART OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF THE NW1/4; THC N ON THE W LN, 746.74 FEET; THC E PARCEL TO THE S LN, 350 FEET; THC S PARCEL TO THE W LN, 746.74 FEET TO THE S LN OF SD NW1/4; THC W 350 FEET TO THE POB. REM AFTER DIV PER PET, #230 30625 S. KAVANAUGH RD

PIN: 03-17-21-100-022-0000 / 2.04 ACRES
THE E 250 FEET OF THE S 930 FEET OF THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE W 220 FEET OF THE E 250 FEET THEREOF)
30550 RAGAIN LN

PIN: 03-17-21-100-024-0000 / 2.36 ACRES
THE N 192.50 FEET OF THE S 799 FEET OF THE E 535.50 FEET OF THE W 548 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E 30561S. RAGAIN LN

PIN: 03-17-21-100-025-0000 / 62.96 ACRES
THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE S 1244.57 FEET OF THE W 350 FEET) & (EX THE E 250 FEET OF THE S 930 FEET OF THE SD W1/2 NW1/4 (EX THE W 220 FEET OF THE E 250 FEET OF THE S 650 FEET OF SD W1/2 NW1/4) TO GC RAGAIN PER R71-9734) & (EX THE W 335.08 FEET OF THE E 365.08 FEET OF THE S 650 FEET OF THE W1/2 OF THE NW1/4 PER R73-016073) 24700 MURPHY RD

PIN: 03-17-21-100-020-0000 / 5 ACRES
THE E 535.50 FEET OF THE W 548 FEET OF THE S 606.50 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE E 523 FEET OF THE W 548 FEET OF THE S 198 FEET) RAGAIN LN

PIN: 03-17-21-100-034-0000 / 4.05 ACRES
THE S 323.61 FEET OF THE N 588.61 FEET OF THE S 1785 FEET OF THE W 548 FEET (EX THE W 8.50 FEET) & THE E 8 FEET OF THE W 16.50 FEET OF THE W 548 FEET OF THE S 204.89 FEET OF THE N 793.5 FEET OF THE S 1785 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E 30441 RAGAIN LN

PIN: 03-17-21-100-028-0000 / 4 ACRES
THAT PART OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF SD NW1/4; THC N ALONG THE W LN, 746.74 FEET TO THE POB; THC CONTINUING N ALONG SD W LN, 497.83 FEET; THC E & PARCEL TO THE S LN, 350 FEET; THC S & PARCEL TO THE W LN, 497.83 FEET; THC W & PARCEL TO THE S LN, 350 FEET TO THE POB 30515 S. KAVANAUGH RD

PIN: 03-17-21-100-035-0000 / 2.58 ACRES
THE N 793.50 FEET OF THE S 1785 FEET OF THE W 548 FEET OF THE E1/2 OF THE NW1/4 (EX THE N 323.61 FEET OF THE S 1520 FEET OF THE E 539.50 FEET OF THE W 548 FEET) & (EX THE E 8 FEET OF THE W 16.50 FEET OF THE N 204.89 FEET OF THE S 1196.39 FEET) OF SEC. 21, T33N-R9E (EX THE N 265 FEET OF THE S 1785 FEET OF THE W 548 FEET & THE W 8.50 FEET OF THE S 528.50 FEET OF THE N 793.50 FEET OF THE S 1785 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E PER R91-013524). REM AFTER DIV PER R90-053390 NDA 30525 S. RAGAIN LN

PIN: 03-17-21-100-023-0000 / 2.81 ACRES
THE S 1785 FEET OF THE W 548 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THEREFROM THE E 535.50 FEET OF THE W 548 FEET OF THE S 606.50 FEET THEREOF) EX THE N 793.50 FEET THEREOF) & (EX THAT PART PER R71-15939, DAF: THE N 192.50 FEET OF THE S 799 FEET OF THE E 535.50 FEET OF THE W 548 FEET OF SD NW1/4 OF SEC. 21, T33N-R9E). ACREAGE CORRECTION PER PLAT OF SURVEY THIS PIN STAYS THE SAME (ACREAGE WAS 2.81) REF#15831 3-10539 S. RAGAIN LN.

PIN: 03-17-21-200-002-0000 / 0.42 ACRES
THAT PART OF THE NE1/4 OF SEC. 21, T33N-R9E, DAF: BEG AT THE SW COR OF SD NE1/4 OF SD SEC; THC E 125 FT; RUN THC N 171 FT TO THE S EDGE OF DRAIN DITCH; THC SW'LY ALONG THE S EDGE OF SD DITCH TO A PT ON THE W LN OF SD SEC, THAT IS 124 FT N OF THE SW COR OF SD SEC; THC S ALONG THE W LN OF SD SEC TO THE POB. 24356 W. MURPHY RD.

PIN: 03-17-21-100-012-0000 / 0.54 ACRES
THAT PART OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT A PT IN THE S LN OF THE SD NW1/4 THAT IS 665 FT E OF THE SW COR OF THE SD E1/2 OF THE NW1/4; THC E ALG SD S LN OF SD NW1/4, 151 FT TO THE POB; THC N'LY ALG A LN PARL WITH THE W LN OF SD E1/2 OF THE NW1/4, 165 FT TO A PT; THC W ALG A LN PARL WITH THE S LN OF THE SD NW1/4, 151 FT TO A PT; THC N'LY ALG A LN PARL WITH SD W LN OF SD E1/2 OF THE NW1/4, 32 FT TO A PT; THC E'LY ALG A LN PARL WITH THE S LN OF THE SD NW1/4, 246 FT TO A PT; THC S'LY ALG A LN PARL WITH SD W LN OF SD E1/2 OF THE NW1/4, 197 FT TO A PT ON THE S LN OF SD NW1/4; THC WLY ALG SD S LN OF SD NW1/4 TO THE POB. 24444 & 24450 W. MURPHY ROAD.

PIN: 03-17-21-100-011-0000 / 0.50 ACRES
THAT PRF OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: BEG AT A PT IN THE S LN OF THE SD NW1/4 THAT IS 665 FT E OF THE SW COR OF SD E1/2 OF THE NW1/4; THC E ALG THE SD S LN OF THE SD NW1/4, 151 FT TO A PT, THC N ALG A LN PARL WITH THE W LN OF SD E1/2 OF THE NW1/4, 165 FT TO A PT & THC W ALG A LN PARL WITH THE S LN OF THE SD NW1/4, 151 FT TO A PT; THC S ALG A LN PARL WITH SD W LN OF SD E1/2 OF THE NW1/4, 165 FT TO THE POB. 24456 W. MURPHY ROAD.

PIN: 03-17-21-100-007-0000 / 0.20 ACRES
THAT PRF OF THE E1/2 OF THE NW1/4, DAF: COMM AT A PT ON THE S LN OF SD NW1/4, 611 FT E OF THE SW COR OF THE E1/2 OF THE NW1/4; THC E 54 FT; THC N 198 FT; THC W 55 FT; THC S 33 FT; THC E 1 FT; THC S 165 FT TO THE POB. 24502 W. MURPHY ROAD.

PIN: 03-17-21-100-024-0000 / 2.36 ACRES
THE N 192.50 FEET OF THE S 799 FEET OF THE E 535.50 FEET OF THE W 548 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E 30561S. RAGAIN LN

PIN: 03-17-21-100-025-0000 / 62.96 ACRES
THE W1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE S 1244.57 FEET OF THE W 350 FEET) & (EX THE E 250 FEET OF THE S 930 FEET OF THE SD W1/2 NW1/4 (EX THE W 220 FEET OF THE E 250 FEET OF THE S 650 FEET OF SD W1/2 NW1/4) TO GC RAGAIN PER R71-9734) & (EX THE W 335.08 FEET OF THE E 365.08 FEET OF THE S 650 FEET OF THE W1/2 OF THE NW1/4 PER R73-016073) 24700 MURPHY RD

PIN: 03-17-21-100-020-0000 / 5 ACRES
THE E 535.50 FEET OF THE W 548 FEET OF THE S 606.50 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THE E 523 FEET OF THE W 548 FEET OF THE S 198 FEET) RAGAIN LN

PIN: 03-17-21-100-034-0000 / 4.05 ACRES
THE S 323.61 FEET OF THE N 588.61 FEET OF THE S 1785 FEET OF THE W 548 FEET (EX THE W 8.50 FEET) & THE E 8 FEET OF THE W 16.50 FEET OF THE W 548 FEET OF THE S 204.89 FEET OF THE N 793.5 FEET OF THE S 1785 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E 30441 RAGAIN LN

PIN: 03-17-21-100-028-0000 / 4 ACRES
THAT PART OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT THE SW COR OF SD NW1/4; THC N ALONG THE W LN, 746.74 FEET TO THE POB; THC CONTINUING N ALONG SD W LN, 497.83 FEET; THC E & PARCEL TO THE S LN, 350 FEET; THC S & PARCEL TO THE W LN, 497.83 FEET; THC W & PARCEL TO THE S LN, 350 FEET TO THE POB 30515 S. KAVANAUGH RD

PIN: 03-17-21-100-035-0000 / 2.58 ACRES
THE N 793.50 FEET OF THE S 1785 FEET OF THE W 548 FEET OF THE E1/2 OF THE NW1/4 (EX THE N 323.61 FEET OF THE S 1520 FEET OF THE E 539.50 FEET OF THE W 548 FEET) & (EX THE E 8 FEET OF THE W 16.50 FEET OF THE N 204.89 FEET OF THE S 1196.39 FEET) OF SEC. 21, T33N-R9E (EX THE N 265 FEET OF THE S 1785 FEET OF THE W 548 FEET & THE W 8.50 FEET OF THE S 528.50 FEET OF THE N 793.50 FEET OF THE S 1785 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E PER R91-013524). REM AFTER DIV PER R90-053390 NDA 30525 S. RAGAIN LN

PIN: 03-17-21-100-023-0000 / 2.81 ACRES
THE S 1785 FEET OF THE W 548 FEET OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E (EX THEREFROM THE E 535.50 FEET OF THE W 548 FEET OF THE S 606.50 FEET THEREOF) EX THE N 793.50 FEET THEREOF) & (EX THAT PART PER R71-15939, DAF: THE N 192.50 FEET OF THE S 799 FEET OF THE E 535.50 FEET OF THE W 548 FEET OF SD NW1/4 OF SEC. 21, T33N-R9E). ACREAGE CORRECTION PER PLAT OF SURVEY THIS PIN STAYS THE SAME (ACREAGE WAS 2.81) REF#15831 3-10539 S. RAGAIN LN.

PIN: 03-17-21-200-002-0000 / 0.42 ACRES
THAT PART OF THE NE1/4 OF SEC. 21, T33N-R9E, DAF: BEG AT THE SW COR OF SD NE1/4 OF SD SEC; THC E 125 FT; RUN THC N 171 FT TO THE S EDGE OF DRAIN DITCH; THC SW'LY ALONG THE S EDGE OF SD DITCH TO A PT ON THE W LN OF SD SEC, THAT IS 124 FT N OF THE SW COR OF SD SEC; THC S ALONG THE W LN OF SD SEC TO THE POB. 24356 W. MURPHY RD.

PIN: 03-17-21-100-012-0000 / 0.54 ACRES
THAT PART OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: COMM AT A PT IN THE S LN OF THE SD NW1/4 THAT IS 665 FT E OF THE SW COR OF THE SD E1/2 OF THE NW1/4; THC E ALG SD S LN OF SD NW1/4, 151 FT TO THE POB; THC N'LY ALG A LN PARL WITH THE W LN OF SD E1/2 OF THE NW1/4, 165 FT TO A PT; THC W ALG A LN PARL WITH THE S LN OF THE SD NW1/4, 151 FT TO A PT; THC N'LY ALG A LN PARL WITH SD W LN OF SD E1/2 OF THE NW1/4, 32 FT TO A PT; THC E'LY ALG A LN PARL WITH THE S LN OF THE SD NW1/4, 246 FT TO A PT; THC S'LY ALG A LN PARL WITH SD W LN OF SD E1/2 OF THE NW1/4, 197 FT TO A PT ON THE S LN OF SD NW1/4; THC WLY ALG SD S LN OF SD NW1/4 TO THE POB. 24444 & 24450 W. MURPHY ROAD.

PIN: 03-17-21-100-011-0000 / 0.50 ACRES
THAT PRF OF THE E1/2 OF THE NW1/4 OF SEC. 21, T33N-R9E, DAF: BEG AT A PT IN THE S LN OF THE SD NW1/4 THAT IS 665 FT E OF THE SW COR OF SD E1/2 OF THE NW1/4; THC E ALG THE SD S LN OF THE SD NW1/4, 151 FT TO A PT, THC N ALG A LN PARL WITH THE W LN OF SD E1/2 OF THE NW1/4, 165 FT TO A PT & THC W ALG A LN PARL WITH THE S LN OF THE SD NW1/4, 151 FT TO A PT; THC S ALG A LN PARL WITH SD W LN OF SD E1/2 OF THE NW1/4, 165 FT TO THE POB. 24456 W. MURPHY ROAD.

PIN: 03-17-21-100-007-0000 / 0.20 ACRES
THAT PRF OF THE E1/2 OF THE NW1/4, DAF: COMM AT A PT ON THE S LN OF SD NW1/4, 611 FT E OF THE SW COR OF THE E1/2 OF THE NW1/4; THC E 54 FT; THC N 198 FT; THC W 55 FT; THC S 33 FT; THC E 1 FT; THC S 165 FT TO THE POB. 24502 W. MURPHY ROAD.

TOGETHER WITH ALL ADJOINING RIGHT-OF-WAYS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF RECORD OF THE HEREON DESCRIBED PROPERTY AND THAT AS SUCH OWNER HEREBY CONSENTS TO THE ANNEXATION OF SAID PROPERTY TO THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D., 20____

OWNER

TITLE

NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____,
A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO

HEREBY CERTIFY THAT _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/HEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, A.D., 20____

NOTARY PUBLIC

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF WILL)

THIS INSTRUMENT _____ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, ON THIS _____ DAY

_____, A.D.,

20____ AT _____ O'CLOCK _____ M.

BY: _____
WILL COUNTY RECORDER OF DEEDS

CITY COUNCIL APPROVAL CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF WILL)

THIS IS TO CERTIFY THAT THE LANDS SHOWN AND DESCRIBED ON THE ANNEXED PLAT ARE THE SAME AS THOSE INCORPORATED INTO AND MADE A PART OF THE CITY OF WILMINGTON, ILLINOIS

ON THE _____ DAY OF _____, A.D. 2016

BY ORDINANCE _____

AFORESAID, BY: _____
MAYOR

ATTEST: _____
CITY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF ANNEXING SAID PROPERTY INTO THE CITY OF WILMINGTON, ILLINOIS AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

DATED THIS _____ TH DAY OF _____, A.D. 20____

BID SCHEDULE

This Scheduled must be returned with the Bid

120 N. Main Street, Wilmington, IL 60481

Bidder's Name or Legal Business Name: Rampcorp Inc

My Bid to Purchase this property is:

\$ SEE ATTACHED PROPOSAL (dollar amount in numbers)

(Dollar Amount in Words)

In submitting this bid, the bidder acknowledges the following:

- Sale will be awarded to the highest bidder whose bid is found to be in the best interests of the City of Wilmington. The purchaser shall provide a written summary stating the proposed use of the property which will be part of the bid review why it will be in the best interest for the City to award the sale.
- The property is being sold "as is" "where is" and "with all faults."
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for a due diligence period once bids have been opened.

Bidder's Address: 421 N. WATER ST. WILMINGTON, IL

Phone: 815-693-6030 Email: RAMPORP@SBC.COM

Bidder's Title (if appropriate): _____

Bidder's Signature: [Signature] Date: 12/20/14

Optional
Real Estate Agent's Name: N/A License #: _____

Agent's Phone: _____ Email: _____

Brokerage Name, Address & Phone: _____

Agent's Signature: _____ Date: _____

PURCHASE PROPOSAL

December 20, 2016

City of Wilmington
1165 S Water St
Wilmington, IL 60481

Phone: 815-476-2176
Phone: 815-476-2276

Re: Wilmington Police Station 120 N Main St

Dear Sirs:

We propose to purchase to above property as follows:

1. Payment will be made in the following way
2. First payment: By purchaser will be \$1.00 for property described by invitation for sale 11/16/16.
3. Second Payment by purchaser: Partially tuckpoint adjacent property occupied by Historical Society at locations shown. (See attached photos)
4. Third Payment by purchaser: Purchaser will pave 40'x80' area of adjacent property with asphalt (see attached lot layout)
5. City of Wilmington will be responsible for paving balance of area.
6. Purchaser will not be liable for any underground utilities on adjacent property during paving process.
7. City of Wilmington will waive all building permit and fees.
8. Proposed uses: commercial, retail or office space.
9. Purchaser proposal is limited to the items above.

Buyer



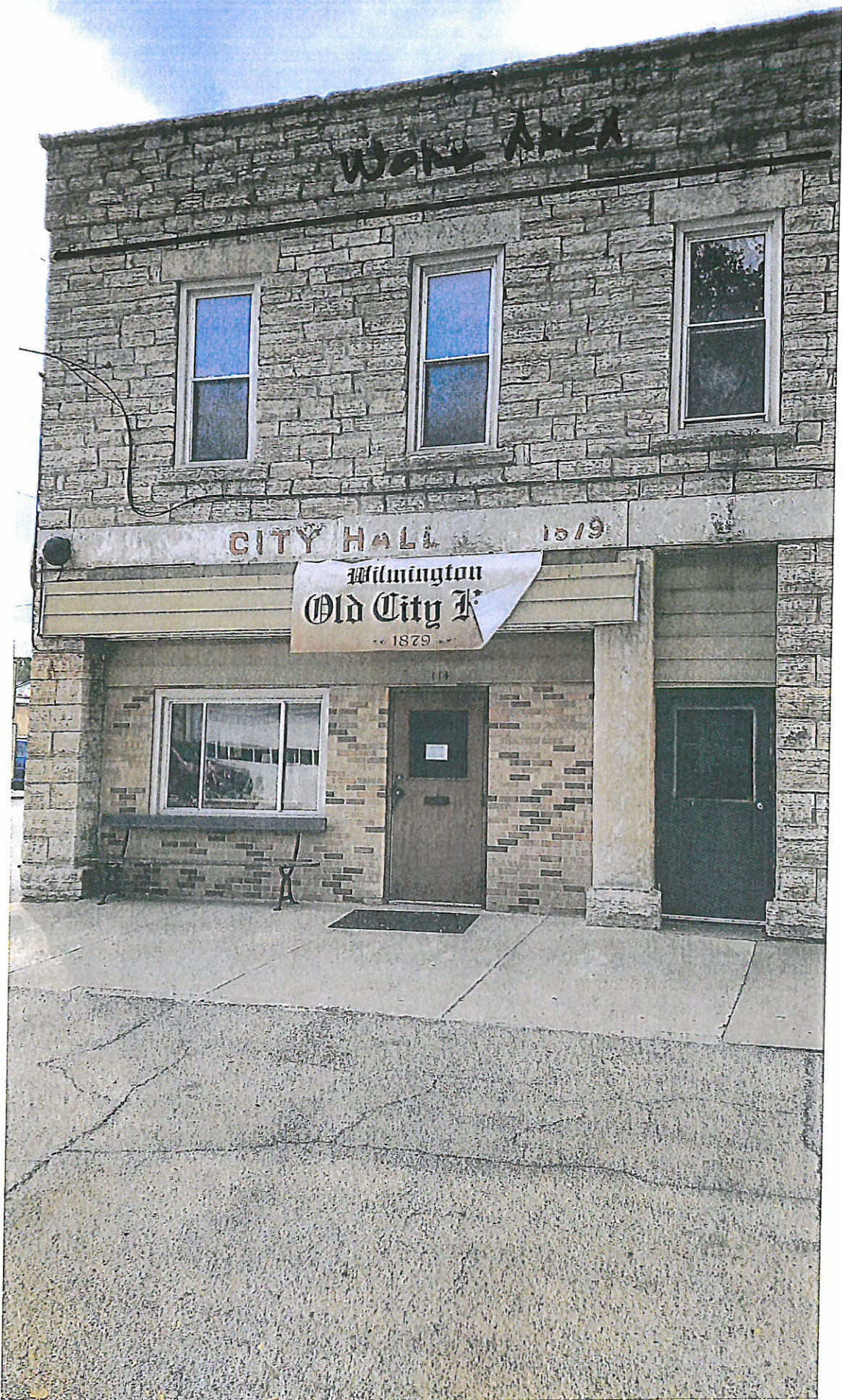
David R Rampa
Ramcorp, Inc

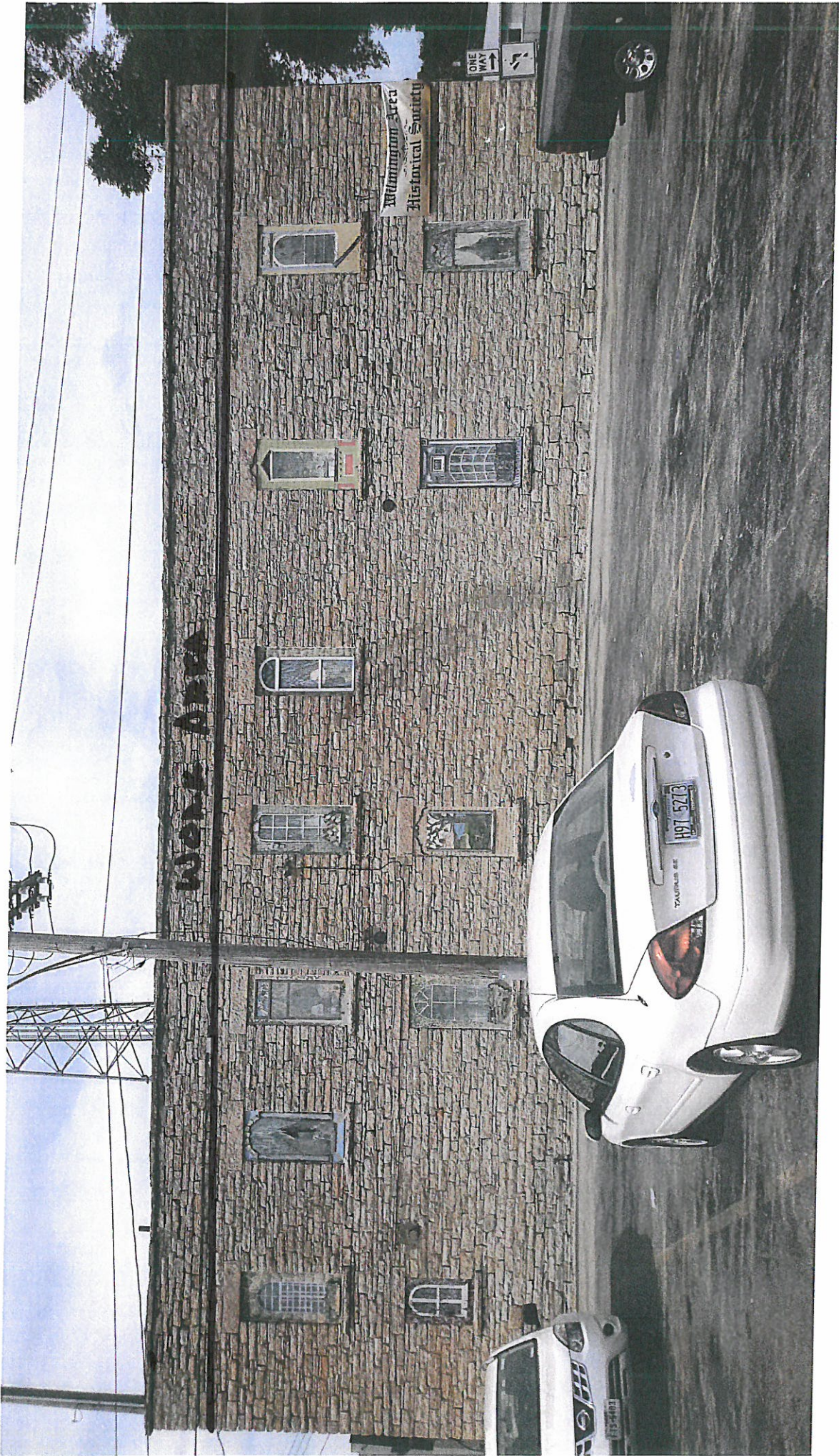
Seller

WALK AREA

CITY HALL 1919

Wilmington
Old City
1829





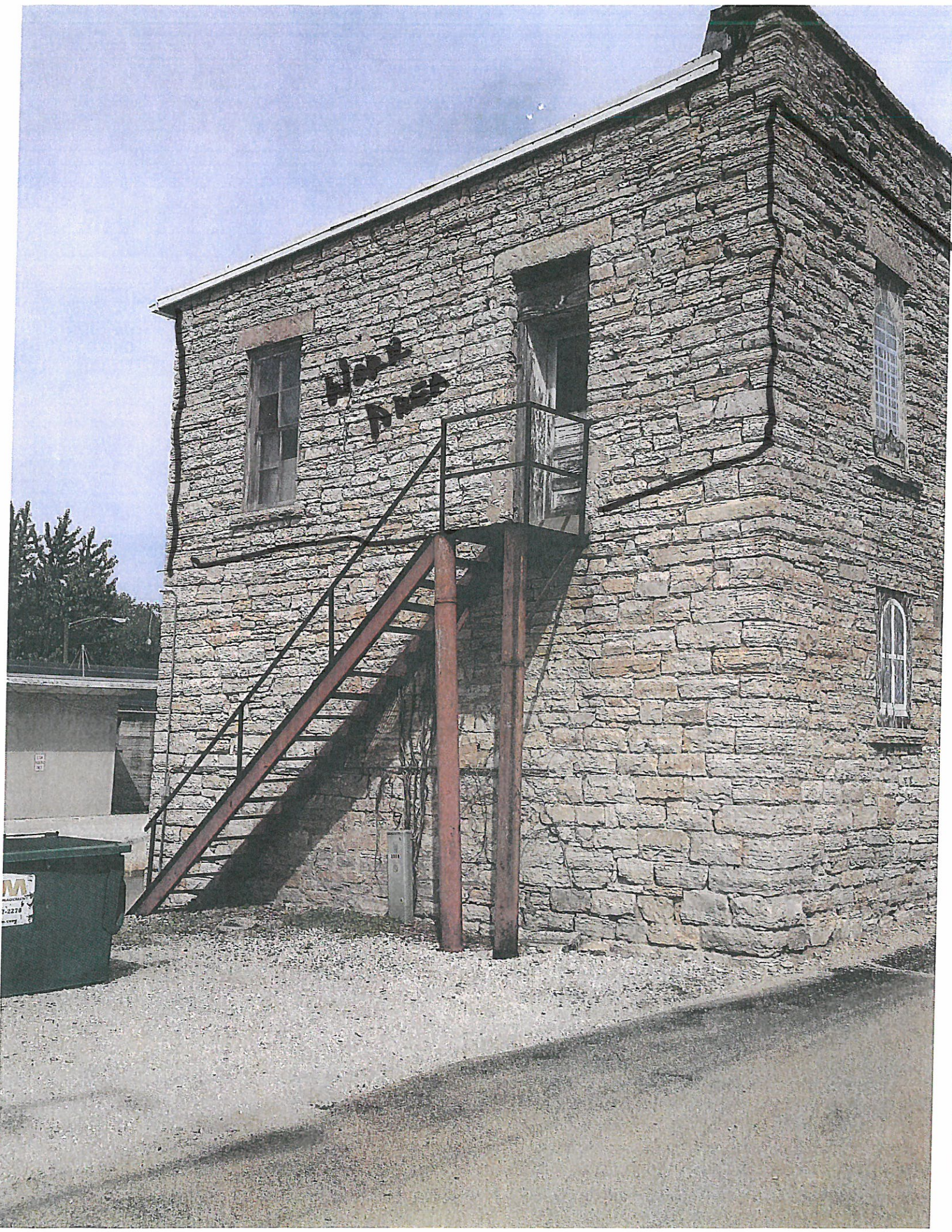
Worcester Area

Worcester Area
Historical Society

197-5273

ONE
WAY





HOT TUBS

M
7-2278

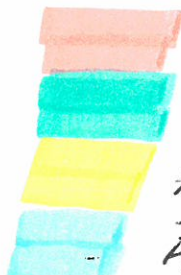
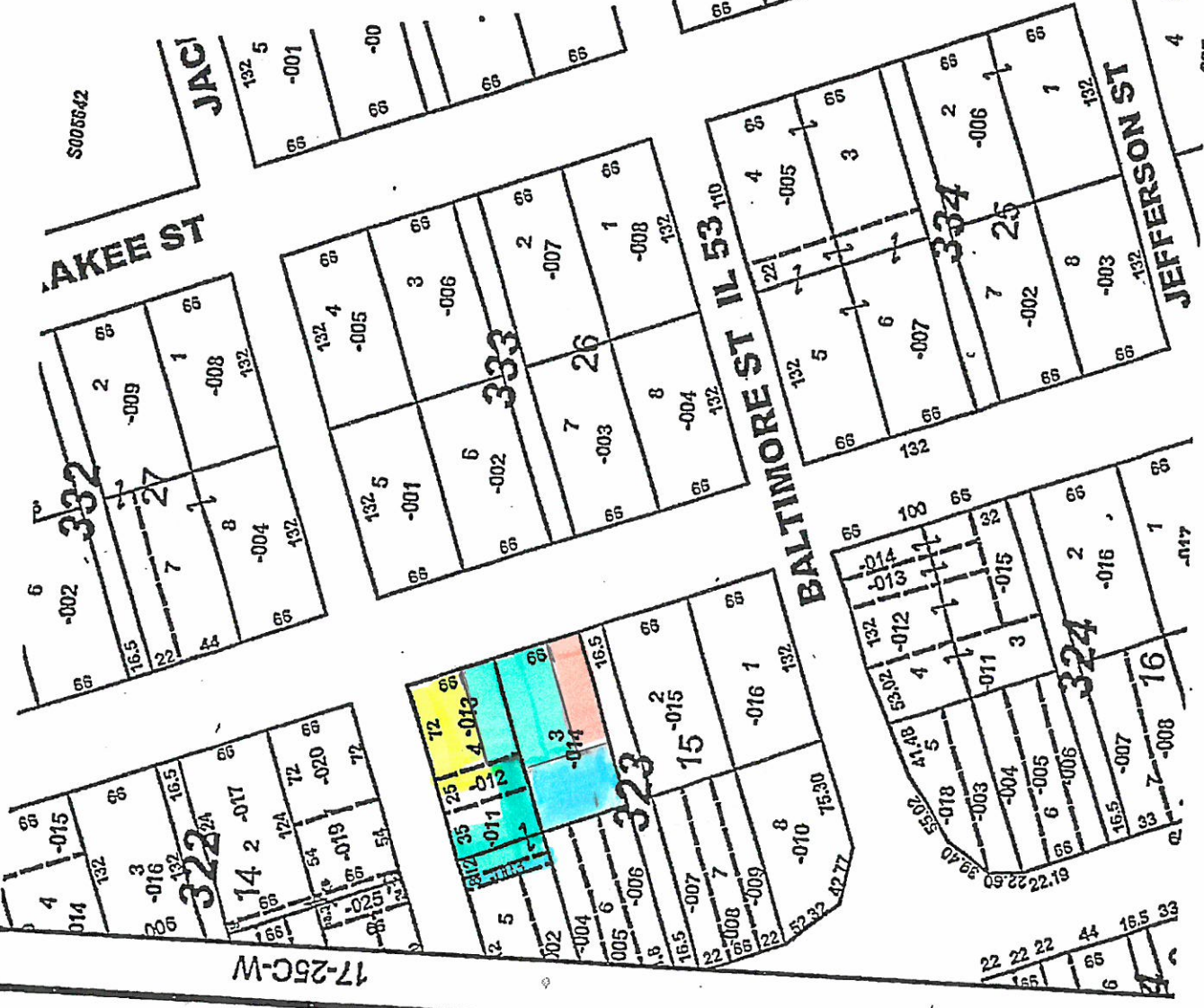
S005642

LAKEE ST

JACKSON ST

BALTIMORE ST IL 53

JEFFERSON ST



HISTORICAL BLDG.
 PAVED PARKING LOT
 FORMER POLICE STATION
 PAVED BY CITY

RESOLUTION NO. 2017-06

**A RESOLUTION ACCEPTING PUBLIC IMPROVMENTS WITHIN THE WATER'S
EDGE SUBDIVISION IN WILMINGTON, WILL COUNTY, ILLINOIS**

WHEREAS, The City of Wilmington heretofore has approved a plat of subdivision for the Waterø Edge Development, located on the north side of Peotone Road, east of Route 53, and legally described as follows:

(insert legal description)

WHEREAS, the original developer of the site _____ is no longer in business, the letter of credit has expired or is no longer available, and there is no organization or party is present to assume responsibility for the public improvements; and

WHEREAS, no final walk through was ever conducted so as to verify compliance with the public improvements relative to development standards of the City of Wilmington; and

WHEREAS, absent any other party to assume responsibility, it is in the best interest of the residents of Waters Edge subdivision who are also residents of the City of Wilmington that the City assume full responsibility for the ownership and maintenance of most but not all of the public improvements within the Waterø Edge development.

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

Section One: The City hereby accepts and assumes full ownership and responsibility for the maintenance of upkeep for the following improvements within the Waterø Edge Subdivision:

- Public Water mains
- Public Sewer Mains
- Streets
- Sidewalks
- Street Lights
- Parkway Trees

Section Two: Ownership and maintenance of the retention ponds, storm sewers and drainage improvements shall remain the responsibility of the Waterø Edge Homeowners Association, who shall maintain same in good working order consistent with the plans and specifications approved by the City at the time of development of the subdivision.

Section Three: Effective Date: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 19th day of September, 2017 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

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

Approved this 19th day of September, 2017

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

City of Wilmington
Collector's Report of Deposits Other Than Taxes
For the Month Ended August 30, 2017

GENERAL CORPORATE

BUSINESS REGISTRATION FEE	20
ECONOMIC DEVELOPMENT FEE	583
CONTRACTOR'S REGISTRATION FEE	1,300
OPERATING LICENSES - MISC	300
LIQUOR LICENSES	-
OTHER MISC. REIMBURSEMENTS	120
HEALTH INSURANCE REIMBURSEMENTS	4,043
OTHER MISC. INCOME	127
DEVELOPERS REIMBURSEMENTS	10,931

BUILDING

BUILDING PERMIT FEES	1,700
BUILDING PERMIT INSPECTION FEES	1,545
CITY ENGINEER SERVICES BLDG DEPT	-
CITY ENGINEER SERVICES P & Z	455
PLANNING & ZONING FEE	-

POLICE

CLERK OF CIRCUIT COURT FINES	3,321
ORDINANCE/MISC FINES	3,990
IMPOUNDMENT FINES	250
K-9 DONATIONS	4,588

GENERAL CORPORATE TOTAL	33,273
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WATER & SEWER

WATER DIST SYSTEM TAP-ON FEES	-
WATER SYSTEM CAPACITY USER FEES	-
WATER METER PURCHASES	-
SEWER SYSTEM CAPACITY USER FEES	-
SEWER COLLECTION SYSTEM FEES	-
LATE FEES/PENALTIES	6,237
CITY ENGINEER SERVICES	3,584
OTHER MISC. INCOME	127,445
OTHER REIMBURSEMENTS - W&S	1,563
UTILITY BILLING CASH RECEIPTS	300,448

WATER & SEWER TOTAL	439,276
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<u>TOTAL MONTHLY RECEIPTS:</u>	472,549
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General Ledger
 Revenue vs. Expenses Summary

<u>Fund</u>	<u>Description</u>	<u>YTD Balance Before Period</u>	<u>Revenues for Period</u>	<u>Expenses for Period</u>	<u>Year to Date Amount</u>
01	General Corporate Fund	442,327.17	262,352.27	305,720.32	398,959.12
02	Water Operating M & R Fund	136,992.10	133,152.89	120,266.05	149,878.94
03	Sewer Capital Project Fund	11,851.20	5,417.79	906.40	16,362.59
04	Sewer Operating M & R Fund	(157,955.61)	147,995.25	69,729.87	(79,690.23)
05	DFC Federal Grant Fund	(0.00)	9,626.11	9,626.11	0.00
06	Motor Fuel Tax Fund	35,848.11	13,452.30	0.00	49,300.41
07	ESDA Fund	(6,346.14)	134.36	7,866.10	(14,077.88)
12	Debt Service Fund	76,184.23	5,988.35	0.00	82,172.58
17	Water Capital Project Fund	27,353.20	16,977.73	4,329.20	40,001.73
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	(49,590.94)	180.00	1,904.00	(51,314.94)
24	Capital Project Fund	(778,632.08)	14,805.59	544,559.89	(1,308,386.38)
25	RidgePort TIF#2 Fund	922,281.04	860.41	0.00	923,141.45
	Report Totals:	660,312.28	610,943.05	1,064,907.94	206,347.39

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
01	General Corporate Fund					
	Property Tax Revenue	1,137,080.00	26,877.95	636,315.14	500,764.86	44.04
	Taxes-State Per Capita Revenue	725,000.00	63,579.71	300,918.21	424,081.79	58.49
	Tax Revenue - Other	1,107,600.00	97,370.46	367,541.95	740,058.05	66.81
	Utility Taxes	530,000.00	41,251.12	161,410.02	368,589.98	69.54
	License Fees	62,000.00	2,203.13	12,982.52	49,017.48	79.06
	Building Fees	399,000.00	3,700.00	16,152.50	382,847.50	95.95
	Franchise Fee	78,000.00	0.00	0.00	78,000.00	100.00
	Fines and Court Fees	157,000.00	7,560.59	49,328.00	107,672.00	68.58
	Rental Income	1,000.00	75.00	275.00	725.00	72.50
	Interest Income	2,000.00	675.00	2,211.04	(211.04)	(10.55)
	Grants - Misc.	10,336.00	0.00	0.00	10,336.00	100.00
	Special Use Revenue	5,000.00	4,587.65	4,587.65	412.35	8.24
	Developer Reimbursements	682,000.00	10,931.25	220,212.07	461,787.93	67.71
	Other Reimbursements	356,000.00	(348.30)	3,114.30	352,885.70	99.12
	Employee Ins Reimb.	61,000.00	4,043.23	16,110.49	44,889.51	73.58
	Other Misc. Income	47,500.00	(154.52)	12,420.35	35,079.65	73.85
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,360,516.00	262,352.27	1,803,579.24	3,556,936.76	66.35
	Salary Expense	1,740,200.00	132,741.71	525,950.69	1,214,249.31	69.77
	Police Commission Exp	12,000.00	1,530.00	2,070.00	9,930.00	82.75
	Employee Health & Life Insuran	318,000.00	48,472.10	96,746.83	221,253.17	69.57
	Retired Empl Health Ins/Dental	116,500.00	18,569.97	40,028.00	76,472.00	65.64
	Oper Supplies and Tools	32,000.00	2,064.12	5,973.51	26,026.49	81.33
	Gasoline, Oil & Tolls	61,500.00	3,328.15	14,208.39	47,291.61	76.89
	Office Supplies	15,500.00	588.12	1,705.31	13,794.69	88.99
	Training Expenses & Mileage	27,500.00	1,160.00	5,450.29	22,049.71	80.18
	Property, Equip & Liabilty Ins	295,000.00	12,724.00	38,172.00	256,828.00	87.06
	Engineering Services	101,000.00	0.00	3,210.25	97,789.75	96.82
	Legal Services	119,500.00	6,037.92	27,005.47	92,494.53	77.40
	Notices/Legal Publications	3,500.00	63.80	139.50	3,360.50	96.01
	Consulting /Service Fees	505,500.00	10,533.80	20,290.12	485,209.88	95.98
	Other Professional Services	385,500.00	22,888.21	135,902.51	249,597.49	64.74
	Computer Maint. & Prog. Fees	53,000.00	493.75	21,264.79	31,735.21	59.87
	Dues, Subscrp. & Memberships	11,500.00	606.44	1,596.44	9,903.56	86.11
	Community Dev Expense	33,000.00	842.56	14,284.43	18,715.57	56.71
	Maintenance - Equipment	41,000.00	1,182.44	4,667.42	36,332.58	88.61
	Maintenance - Grounds/Building	504,000.00	3,515.50	23,121.22	480,878.78	95.41
	Vehicle Expenses	45,500.00	2,231.41	7,532.10	37,967.90	83.44
	Uniforms	27,000.00	379.65	7,577.71	19,422.29	71.93
	Rental of Equipment	9,000.00	0.00	460.00	8,540.00	94.88
	Utilities / Telephone Services	132,300.00	6,568.77	28,769.01	103,530.99	78.25
	Misc	101,000.00	2,528.37	16,726.45	84,273.55	83.43
	Expensed Equipment	7,500.00	0.00	3,596.92	3,903.08	52.04

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Leased Equipment	128,700.00	1,893.05	49,269.82	79,430.18	61.71
	Capital Equipment Purchases	24,000.00	0.00	15,446.00	8,554.00	35.64
	Transfers to Other Funds	95,000.00	0.00	0.00	95,000.00	100.00
	K-9 Program	15,000.00	296.19	6,523.64	8,476.36	56.50
	Payroll Tax/Pension Expenses	623,000.00	24,480.29	286,931.30	336,068.70	53.94
	EXPENSES Totals:	5,583,700.00	305,720.32	1,404,620.12	4,179,079.88	74.84
	01 Totals:	(223,184.00)*	(43,368.05)*	398,959.12*	(622,143.12)*	278.75*
02	Water Operating M & R Fund					
	Garbage Collection Fees	455,000.00	36,837.96	147,339.98	307,660.02	67.61
	Utility Usage Fees	930,000.00	78,920.46	347,688.27	582,311.73	62.61
	Utility Base/DS Fees	168,000.00	13,897.80	55,493.78	112,506.22	66.96
	Meter Fees	30,000.00	2,400.00	2,400.00	27,600.00	92.00
	Utility Capacity Fees	10,000.00	0.00	0.00	10,000.00	100.00
	Interest Income	200.00	84.13	263.67	(63.67)	(31.83)
	Other Reimbursements	11,000.00	887.54	3,770.50	7,229.50	65.72
	Other Misc. Income	6,000.00	125.00	1,525.00	4,475.00	74.58
	Transfers From Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	REVENUE Totals:	1,625,200.00	133,152.89	558,481.20	1,066,718.80	65.63
	Salary Expense	376,700.00	28,523.84	115,813.58	260,886.42	69.25
	Employee Health & Life Insuran	90,000.00	14,493.95	28,312.95	61,687.05	68.54
	Oper Supplies and Tools	7,500.00	94.85	1,586.06	5,913.94	78.85
	Gasoline, Oil & Tolls	10,000.00	396.52	1,485.82	8,514.18	85.14
	Office Supplies	13,000.00	772.05	1,813.34	11,186.66	86.05
	Training Expenses & Mileage	4,000.00	0.00	194.27	3,805.73	95.14
	Property, Equip & Liabilty Ins	111,000.00	2,450.00	7,350.00	103,650.00	93.37
	Legal Services	1,000.00	153.75	153.75	846.25	84.62
	Notices/Legal Publications	1,000.00	0.00	0.00	1,000.00	100.00
	Consulting /Service Fees	8,000.00	615.66	2,357.08	5,642.92	70.53
	Other Professional Services	15,000.00	457.75	2,741.25	12,258.75	81.72
	Computer Maint. & Prog. Fees	15,000.00	482.97	4,710.12	10,289.88	68.59
	Dues, Subscrp. & Memberships	800.00	0.00	265.80	534.20	66.77
	Maintenance - Equipment	38,000.00	637.75	3,318.41	34,681.59	91.26
	Maintenance - Grounds/Building	40,000.00	127.00	3,460.20	36,539.80	91.35
	Vehicle Expenses	5,000.00	0.00	0.00	5,000.00	100.00
	Uniforms	2,000.00	0.00	259.00	1,741.00	87.05
	Rental of Equipment	3,000.00	0.00	0.00	3,000.00	100.00
	Utilities / Telephone Services	77,000.00	9,509.98	20,106.25	56,893.75	73.88
	Debt Service Bond Pymts	74,000.00	0.00	0.00	74,000.00	100.00
	Misc	12,500.00	0.00	59.70	12,440.30	99.52
	Expensed Equipment	500.00	789.97	789.97	(289.97)	(57.99)
	Leased Equipment	34,500.00	352.36	1,253.56	33,246.44	96.36

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Capital Equipment Purchases	12,000.00	0.00	0.00	12,000.00	100.00
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	50,000.00	3,596.06	13,891.58	36,108.42	72.21
	Chemical Treatment, Disposal	82,000.00	13,971.36	28,935.51	53,064.49	64.71
	Garbage Disposal Fee	455,000.00	37,403.84	147,746.25	307,253.75	67.52
	Payroll Tax/Pension Expenses	82,100.00	5,436.39	21,997.81	60,102.19	73.20
	EXPENSES Totals:	1,620,600.00	120,266.05	408,602.26	1,211,997.74	74.78
	02 Totals:	4,600.00*	12,886.84*	149,878.94*	(145,278.94)*	(3,158.23)*
03	Sewer Capital Project Fund					
	Utility Usage Fees	39,000.00	3,488.56	12,713.66	26,286.34	67.40
	Utility Exp, Fees (TAP)	6,000.00	0.00	0.00	6,000.00	100.00
	Utility Eng. Fee for Service	1,000.00	662.50	2,634.50	(1,634.50)	(163.45)
	Rental Income	6,600.00	550.00	2,200.00	4,400.00	66.66
	Interest Income	3,000.00	716.73	2,910.03	89.97	2.99
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	REVENUE Totals:	155,600.00	5,417.79	20,458.19	135,141.81	86.85
	Salary Expense	12,500.00	906.40	3,625.60	8,874.40	70.99
	Engineering Services	110,000.00	0.00	470.00	109,530.00	99.57
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Capital Equipment Purchases	19,000.00	0.00	0.00	19,000.00	100.00
	Construction Projects	50,000.00	0.00	0.00	50,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Utilities Maintenance	50,000.00	0.00	0.00	50,000.00	100.00
	EXPENSES Totals:	261,500.00	906.40	4,095.60	257,404.40	98.43
	03 Totals:	(105,900.00)*	4,511.39*	16,362.59*	(122,262.59)*	115.45*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	840,000.00	68,659.37	282,255.29	557,744.71	66.39
	Utility Base/DS Fees	945,000.00	78,659.98	315,185.47	629,814.53	66.64
	Utility Capacity Fees	100,000.00	0.00	0.00	100,000.00	100.00
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	7,000.00	675.90	10,058.78	(3,058.78)	(43.69)
	Other Misc. Income	2,500.00	0.00	843.19	1,656.81	66.27
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	1,894,500.00	147,995.25	608,342.73	1,286,157.27	67.88
	Salary Expense	362,000.00	24,987.53	96,846.58	265,153.42	73.24
	Employee Health & Life Insuran	74,000.00	10,229.45	21,337.67	52,662.33	71.16

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Oper Supplies and Tools	15,000.00	1,105.97	2,409.92	12,590.08	83.93
	Gasoline, Oil & Tolls	10,000.00	140.39	574.00	9,426.00	94.26
	Office Supplies	14,000.00	760.19	1,982.94	12,017.06	85.83
	Training Expenses & Mileage	8,000.00	0.00	156.14	7,843.86	98.04
	Property, Equip & Liabilty Ins	98,000.00	1,770.00	5,310.00	92,690.00	94.58
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	800.00	0.00	0.00	800.00	100.00
	Consulting /Service Fees	8,000.00	615.66	2,402.93	5,597.07	69.96
	Other Professional Services	28,000.00	0.00	15,800.00	12,200.00	43.57
	Computer Maint. & Prog. Fees	17,000.00	404.81	4,509.47	12,490.53	73.47
	Dues, Subscrp. & Memberships	2,000.00	0.00	265.80	1,734.20	86.71
	Maintenance - Equipment	64,000.00	632.00	11,498.33	52,501.67	82.03
	Maintenance - Grounds/Building	47,000.00	1,881.08	10,697.52	36,302.48	77.23
	Vehicle Expenses	6,000.00	0.00	0.00	6,000.00	100.00
	Uniforms	4,500.00	144.99	144.99	4,355.01	96.77
	Rental of Equipment	12,000.00	0.00	0.00	12,000.00	100.00
	Utilities / Telephone Services	112,000.00	13,388.92	23,396.28	88,603.72	79.11
	Debt Service Bond Pymts	903,000.00	0.00	451,056.86	451,943.14	50.04
	Misc	23,000.00	0.00	93.03	22,906.97	99.59
	Expensed Equipment	500.00	0.00	0.00	500.00	100.00
	Leased Equipment	3,400.00	352.36	1,253.55	2,146.45	63.13
	Capital Equipment Purchases	15,000.00	0.00	0.00	15,000.00	100.00
	Transfers to Other Funds	150,000.00	0.00	0.00	150,000.00	100.00
	Chemical Treatment, Disposal	95,500.00	8,819.28	20,902.06	74,597.94	78.11
	Payroll Tax/Pension Expenses	73,000.00	4,497.24	17,394.89	55,605.11	76.17
	EXPENSES Totals:	2,152,700.00	69,729.87	688,032.96	1,464,667.04	68.03
	04 Totals:	(258,200.00)*	78,265.38*	(79,690.23)*	(178,509.77)*	69.13*
05	DFC Federal Grant Fund					
	Grants - Federal	185,000.00	9,626.11	45,086.74	139,913.26	75.62
	REVENUE Totals:	185,000.00	9,626.11	45,086.74	139,913.26	75.62
	Misc	185,000.00	9,626.11	45,086.74	139,913.26	75.62
	EXPENSES Totals:	185,000.00	9,626.11	45,086.74	139,913.26	75.62
	05 Totals:	0.00*	0.00*	(0.00)*	0.00*	0.00*
06	Motor Fuel Tax Fund					
	Taxes-State Per Capita Revenue	148,000.00	13,231.03	48,561.07	99,438.93	67.18
	Interest Income	400.00	221.27	739.34	(339.34)	(84.83)
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	REVENUE Totals:	153,400.00	13,452.30	49,300.41	104,099.59	67.86
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Road Construction Projects	5,000.00	0.00	0.00	5,000.00	100.00
	Road Repair Materials	320,000.00	0.00	0.00	320,000.00	100.00
	EXPENSES Totals:	330,000.00	0.00	0.00	330,000.00	100.00
	06 Totals:	(176,600.00)*	13,452.30*	49,300.41*	(225,900.41)*	127.91*
07	ESDA Fund					
	Property Tax Revenue	1,950.00	57.93	1,443.37	506.63	25.98
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Grants - State- Other	6,000.00	0.00	0.00	6,000.00	100.00
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	500.00	76.43	414.45	85.55	17.11
	Other Misc. Income	6,500.00	0.00	0.00	6,500.00	100.00
	Transfers From Other Funds	65,000.00	0.00	0.00	65,000.00	100.00
	REVENUE Totals:	79,950.00	134.36	1,857.82	78,092.18	97.67
	Salary Expense	9,000.00	2,250.00	4,500.00	4,500.00	50.00
	Oper Supplies and Tools	10,000.00	227.28	2,465.94	7,534.06	75.34
	Gasoline, Oil & Tolls	4,000.00	177.97	938.92	3,061.08	76.52
	Office Supplies	900.00	(234.45)	0.00	900.00	100.00
	Training Expenses & Mileage	4,000.00	0.00	0.00	4,000.00	100.00
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,000.00	536.36	681.80	5,318.20	88.63
	Dues, Subscrp. & Memberships	700.00	0.00	83.95	616.05	88.00
	Maintenance - Equipment	6,500.00	0.00	160.00	6,340.00	97.53
	Vehicle Expenses	4,000.00	0.00	977.93	3,022.07	75.55
	Utilities / Telephone Services	10,700.00	759.94	1,978.16	8,721.84	81.51
	Misc	3,500.00	0.00	0.00	3,500.00	100.00
	Expensed Equipment	1,500.00	0.00	0.00	1,500.00	100.00
	Leased Equipment	16,000.00	0.00	0.00	16,000.00	100.00
	Capital Equipment Purchases	11,000.00	4,149.00	4,149.00	6,851.00	62.28
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	88,000.00	7,866.10	15,935.70	72,064.30	81.89
	07 Totals:	(8,050.00)*	(7,731.74)*	(14,077.88)*	6,027.88*	(74.88)*
12	Debt Service Fund					
	Property Tax Revenue	143,000.00	3,065.19	76,374.76	66,625.24	46.59
	Deer Ridge SSA Repayments	32,000.00	2,743.21	10,972.84	21,027.16	65.71
	Revenue from Bonds/Loans	150,000.00	0.00	0.00	150,000.00	100.00
	Interest Income	600.00	179.95	556.23	43.77	7.29

General Ledger
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	330,600.00	5,988.35	87,903.83	242,696.17	73.41
	Consulting /Service Fees	7,500.00	0.00	0.00	7,500.00	100.00
	Debt Service Bond Pymts	302,725.00	0.00	5,731.25	296,993.75	98.10
	Misc	6,000.00	0.00	0.00	6,000.00	100.00
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	331,225.00	0.00	5,731.25	325,493.75	98.27
	12 Totals:	(625.00)*	5,988.35*	82,172.58*	(82,797.58)*	13,247.61*
17	Water Capital Project Fund					
	Utility Usage Fees	34,000.00	3,096.45	11,324.34	22,675.66	66.69
	Meter Replacement Fees	75,000.00	6,270.00	25,058.00	49,942.00	66.58
	Utility Exp. Fees (TAP)	0.00	0.00	0.00	0.00	0.00
	Utility Eng. Fee for Service	2,000.00	2,921.25	5,233.00	(3,233.00)	(161.65)
	Revenue from Bonds/Loans	0.00	0.00	0.00	0.00	0.00
	Rental Income	6,600.00	550.00	2,200.00	4,400.00	66.66
	Interest Income	1,500.00	543.97	1,776.69	(276.69)	(18.44)
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	50,000.00	3,596.06	13,891.58	36,108.42	72.21
	REVENUE Totals:	169,100.00	16,977.73	59,483.61	109,616.39	64.82
	Salary Expense	36,500.00	2,719.20	10,876.80	25,623.20	70.20
	Employee Health & Life Insuran	0.00	0.00	0.00	0.00	0.00
	Engineering Services	0.00	0.00	0.00	0.00	0.00
	Legal Services	1,000.00	0.00	0.00	1,000.00	100.00
	Other Professional Services	6,000.00	0.00	0.00	6,000.00	100.00
	Maintenance - Equipment	80,500.00	7,905.08	8,605.08	71,894.92	89.31
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	108,000.00	0.00	0.00	108,000.00	100.00
	Capital Equipment Purchases	10,000.00	(6,295.08)	(0.00)	10,000.00	100.00
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	267,000.00	4,329.20	19,481.88	247,518.12	92.70
	17 Totals:	(97,900.00)*	12,648.53*	40,001.73*	(137,901.73)*	140.86*
20	Building Deposit Holding Acct					
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	300,000.00	0.00	0.00	300,000.00	100.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	REVENUE Totals:	300,000.00	0.00	0.00	300,000.00	100.00
	Community Dev Expense	315,000.00	0.00	0.00	315,000.00	100.00
	Misc	1,000.00	0.00	0.00	1,000.00	100.00
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	331,000.00	0.00	0.00	331,000.00	100.00
	20 Totals:	(31,000.00)*	0.00*	0.00*	(31,000.00)*	100.00*
21	Mobile Equipment Fund					
	Fines and Court Fees	5,000.00	180.00	1,595.00	3,405.00	68.10
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Developer Reimbursements	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,000.00	180.00	1,595.00	3,405.00	68.10
	MEF FUND Purchases	66,000.00	1,904.00	52,909.94	13,090.06	19.83
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	66,000.00	1,904.00	52,909.94	13,090.06	19.83
	21 Totals:	(61,000.00)*	(1,724.00)*	(51,314.94)*	(9,685.06)*	15.87*
24	Capital Project Fund					
	Revenue from Bonds/Loans	15,000.00	0.00	0.00	15,000.00	100.00
	Interest Income	3,000.00	827.59	4,547.27	(1,547.27)	(51.57)
	Grants- State IDOT/EDP	3,569,681.00	13,978.00	154,713.52	3,414,967.48	95.66
	Grants - State- Other	52,000.00	0.00	0.00	52,000.00	100.00
	Grants - Misc.	230,000.00	0.00	0.00	230,000.00	100.00
	Developer Reimbursements	305,000.00	0.00	0.00	305,000.00	100.00
	Other Reimbursements	60,000.00	0.00	60,000.00	0.00	0.00
	Other Misc. Income	123,000.00	0.00	123,804.00	(804.00)	(0.65)
	Transfers From Other Funds	25,000.00	0.00	0.00	25,000.00	100.00
	REVENUE Totals:	4,382,681.00	14,805.59	343,064.79	4,039,616.21	92.17
	Consulting /Service Fees	200.00	0.00	0.00	200.00	100.00
	Community Dev Expense	0.00	0.00	0.00	0.00	0.00
	Misc	6,000.00	0.00	0.00	6,000.00	100.00
	Other Capital Projects	0.00	0.00	0.00	0.00	0.00
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	5,855,959.00	544,559.89	1,649,648.61	4,206,310.39	71.83
	Bridge Cap Projects	77,000.00	0.00	1,802.56	75,197.44	97.65
	EXPENSES Totals:	5,939,159.00	544,559.89	1,651,451.17	4,287,707.83	72.19

General Ledger
 Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	24 Totals:	(1,556,478.00)*	(529,754.30)*	(1,308,386.38)*	(248,091.62)*	15.93*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	2,009,500.00	0.00	930,786.55	1,078,713.45	53.68
	Interest Income	2,000.00	860.41	1,936.68	63.32	3.16
	REVENUE Totals:	2,011,500.00	860.41	932,723.23	1,078,776.77	53.63
	Other Professional Services	90,000.00	0.00	9,581.78	80,418.22	89.35
	Community Dev Expense	2,005,832.00	0.00	0.00	2,005,832.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	2,095,832.00	0.00	9,581.78	2,086,250.22	99.54
	25 Totals:	(84,332.00)*	860.41*	923,141.45*	(1,007,473.45)*	1,194.65*
	REVENUE TOTAL	16,653,047.00**	610,943.05**	4,511,876.79**	12,141,170.21**	72.90**
	EXPENSE TOTAL	19,251,716.00**	1,064,907.94**	4,305,529.40**	14,946,186.60**	77.63**
	GRAND TOTAL	(2,598,669.00)**	(453,964.89)**	206,347.39**		

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF WILMINGTON
And
COMCAST OF CALIFORNIA/ COLORADO/
ILLINOIS/ INDIANA, MICHIGAN, LP**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Wilmington, Illinois (hereinafter, the "City") and Comcast of California/ Colorado/ Illinois/ Indiana/ Michigan, LP, (hereinafter, "Grantee") this _____ day of _____, 2017 (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

[Non-Home Rule] This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and

associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of California/ Colorado/ Illinois/ Indiana/ Michigan LP.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment

income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public Way" shall mean, pursuant and in addition to the City's Right of Way Ordinance (insert citation here), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"City" means the City of Wilmington, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. **Nonexclusive Franchise Authority.** The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. **Term of Franchise.** The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in

accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 163, entitled "Construction of Facilities in the Right of Way," of the Municipal Code for the City of Wilmington as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable System's transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment

without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of

its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation including 47 C.F.R., Part 11 and the "State of Illinois

Emergency Alert System State Plan as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee

percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal/County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Chapter 121 of the Wilmington Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean

within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

8.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

8.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an

opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

8.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law, pursuant to Section 3.1 of this Franchise Agreement and Chapter 163 of the Wilmington Municipal Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Wilmington
1165 S Water Street
Wilmington, IL 60481
Attn: Mayor

To the Grantee:

Comcast
1500 McConnor Parkway
Schaumburg, IL 60173
Attn: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, [insert name of your county] County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

9.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an

instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Wilmington, IL:

**For Comcast of California/ Colorado/
Illinois/ Indiana/ Michigan LP:**

By: _____

By: _____

Name: Roy Strong _____

Name: _____

Title: Mayor _____

Title: _____

Date: September 19, 2017 _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF WILMINGTON, ILLINOIS
AND
PECKHAM GUYTON ALBERS & VIETS, INC.**

(2017 Amendment to Ridgeport Logistics Center Intermodal Terminal Facility Area)

THIS AGREEMENT is entered into on the date and by execution shown hereafter, by and between the City of Wilmington, Illinois, hereinafter referred to as the "City" and Peckham Guyton Albers & Viets, Inc., hereinafter referred to as the "PGAV".

WITNESSETH:

Whereas, on May 10, 2010, the City adopted Ordinances 10-05-04-06, 10-05-04-07 and 10-05-04-08 (collectively the "Original Ordinances"), which adopted a Redevelopment Plan and Project (the "Plan"), designated a Redevelopment Project Area (the "Project Area") and adopted tax increment financing ("TIF") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.* ("TIF Act") for a portion of the City referred to as the Ridgeport Logistics Center Intermodal Terminal Facility Area; and; and

Whereas, on September 2, 2014 the City adopted Ordinances 14-09-02-02, 14-09-02-03 and 14-09-02-04, which collectively amended the Original Ordinances to reflect the removal of certain property from the Project Area; and

Whereas, on January 3, 2017 the City adopted Ordinance 17-01-03-01, which amended the Original Ordinances to reflect the addition to and removal of from the Project Area of certain properties; and

Whereas, the City desires to again amend the TIF Plan and the Project Area boundaries to include additional properties and remove properties as may be required by the Act; and

Whereas, the City desires to obtain assistance from PGAV to prepare an amendment to the Plan and Project Area (the "2017 Amendment"), including documenting eligibility of the area proposed to be included in the expanded Project Area, preparation of the Plan Amendment report and assist with the statutory process of amending the Plan and Project Area boundaries; and

Whereas, PGAV is duly experienced in preparing and amending Tax Increment Redevelopment Plans.

Now, Therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

PGAV will assist the City with amending the Plan and Project Area. The principal changes anticipated include expanding the boundaries to the extent such expansion area qualifies; updating the Plan

proposals; all of which must comply with the latest revisions to the TIF Act. Because of the nature of the proposed 2017 Amendment, the process of amending the Plan will include all aspects related to the original adoption of the Plan and Project Area, including a Joint Review Board meeting, notifications, public hearing, etc. Below is the Scope of Services that PGAV will provide in order to accomplish the 2017 Amendment:

A. Feasibility Study & Inducement Resolution:

PGAV will prepare, for use by the City, a draft of a resolution indicating the City's intent to expand and contract the existing Ridgeport Logistics Center Intermodal Terminal Facility Area boundaries and to induce private investment in the expanded area. It is understood that the City will indicate its intent to certify in the 2017 Plan Amendment that said Plan Amendment will not result in the displacement of more than ten inhabited housing units within Project Area as modified.

B. Interested Parties Registry:

PGAV will assist the City in complying with the requirements of the TIF Act regarding the "interested parties' registry." This assistance includes providing the City with drafts of the following:

1. A newspaper notice of registration for the interested parties' registry regarding the proposed Ridgeport Logistics Center Intermodal Terminal Facility Area amendment.
2. Prepare an updated TIF interested parties registration form, if necessary.

C. Housing Impact Study

PGAV will prepare a Housing Impact Study. Said Housing Impact Study will contain such information as required by Subsection 11-74.4-3(n)(5) of the TIF Act, including:

1. Demographic data about the existing residents and data about the physical characteristics (i.e. single family, multi-family, inhabited, vacant, etc.) of the housing units that may be displaced by the redevelopment plan and project.
2. A relocation plan for residents who may be removed from the redevelopment project area to include identification of available replacement housing and relocation assistance provisions.

D. Public Meeting

Prior to or during the preparation of the HIS, an official designated by the Mayor or City Administrator will need to set a time and place for a public meeting to present the Village's possible intent to amend the TIF redevelopment plan and redevelopment project area boundaries and to receive public comment. This public "meeting" is separate and apart from the required public "hearing". This is meeting required to be held due to the fact that there is a reasonable expectation that the TIF redevelopment plan would result in the displacement of 10 or more inhabited residential units. PGAV will attend this public meeting and be available to answer questions.

E. Eligibility Analysis and Boundary Determination:

1. The area being considered for addition to the Project Area is delineated on Exhibit A attached hereto. The exact extent and boundaries of the proposed areas to be removed from the Project Area are not precisely defined at this time. PGAV will advise the City on possible exclusions that will maintain eligibility of the Project Area as a whole and keep within the statutory maximum of 1,280 acres.
2. An eligibility analysis of properties to be considered for addition to the TIF Area will be accomplished. This analysis will be based upon the criteria in the Act pertaining to intermodal terminal facility areas.
3. PGAV will meet with City representatives to identify and discuss issues that need to be considered for the proposed TIF program, including any issues affecting the TIF program; projects desired for inclusion in the program; and any other ideas, thoughts, or suggestions the City wants to transmit to PGAV at this stage of the process.
4. Based upon the eligibility requirements of the Act and discussions with the City, PGAV will recommend a final boundary for the modified Project Area. Upon concurrence by the City's point of contact, PGAV will prepare findings on eligibility and incorporate said findings in the Redevelopment Plan Amendment as described in Task F below:

F. Tax Increment Redevelopment Plan Amendment:

1. Redevelopment Plan/Statutory Requirements:

PGAV will prepare an amendment to the Redevelopment Plan for Ridgeport Logistics Center Intermodal Terminal Facility Area. This 2017 Amendment will update and/or otherwise change the following as provided for in the TIF Act:

- a. The eligibility findings for the expanded portion of the TIF Area as documented in Task C of this scope of services.
- b. An updated generalized land use plan for Ridgeport Logistics Center Intermodal Terminal Facility Area as amended.
- c. Update of the base EAV of the original Project Area, without the properties removed.
- d. Base EAV of the properties added to the Project Area.
- e. Updated estimate of EAV for the Project Area after redevelopment.
- f. Updated estimated impact of the TIF on taxing districts.

- g. Include evidence that the expanded portion of the TIF Area has not been subject to growth and development by private enterprise as may be revealed from assessed value data and/or building permit records.
- h. Include information from the developer of Ridgport that "but for TIF" the Plan will not be implemented, with respect to the expanded portion of the Project Area.

2. Exhibits:

PGAV will prepare the following maps and/or exhibits, as deemed necessary by PGAV, to document the Redevelopment Plan.

- a. Boundary Map of the revised Ridgeport Logistics Center Intermodal Terminal Facility Area.
- b. Updated General Land Use Plan for the Project Area.

G. Approval Process and Attendance at Meetings:

- 1. PGAV will prepare, for the City's use, a schedule that documents the Redevelopment Plan review and approval process. Included on this schedule will be dates for publications and mailing of required notices pursuant to the requirements of the TIF Act.
- 2. PGAV will provide guidance to the City in the formal approval process of the Redevelopment Plan amendment. This shall include general advice and draft notices for the: public meeting (an informational meeting held early in the process), Joint Review Board; public hearing; approval ordinance, etc., and notices to taxing bodies, property owners and residential addresses located within 750 feet of the Project Area.
- 3. PGAV will present the proposed 2017 Amendment to the Joint Review Board and at the required public hearing.

II. INFORMATION TO BE PROVIDED OR TASKS TO BE UNDERTAKEN BY THE CITY

The City will provide (or cause to be provided by others) the following:

- A. A person to serve as a point of contact with the City, who will interact with PGAV staff, coordinate with other City staff or consultants, as needed, and be responsible for tasks to be completed by the City.
- B. Provide ArcGIS map files and database of all properties Ridgeport Logistics Center Intermodal Terminal Facility Area and vicinity, to include parcel lines, street names, railroads, water features, parcel identification numbers (PINs), ownership information (including mailing addresses). In addition, provide in high-resolution digital aerial photography of the Ridgeport Logistics Center Intermodal Terminal Facility Area and vicinity.
- C. Collect the most recent equalized assessed valuation (EAV) of each parcel proposed to be added to

the Project Area from the County Assessor, including name and address of property owners. While collecting this information, the City will obtain the historical EAV for each parcel going back to 2010.

- D. Prepare the legal (boundary) description of the areas to be added to Ridgeport Logistics Center Intermodal Terminal Facility Area AND a revised boundary description of said Intermodal Terminal Facility Area as modified.
- E. Be responsible for the publication of the required public hearing notices in the local newspaper and mailing of various required notices to taxing districts, property owners within the redevelopment planning area. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section 1 of this Agreement.
- F. Accomplish amendments to the City's Comprehensive Plan, if necessary, so that the proposed land uses contained in the amended TIF Redevelopment Plan are consistent with the Comprehensive Plan for the City as a whole.

III. TIMING OF PERFORMANCE

Upon signing of this Agreement and payment by the City of the retainer amount referenced in Section IV, below PGAV will commence services as provided herein. PGAV shall complete the assignment in accordance with a work schedule to be mutually prepared by PGAV and the City.

IV. FEE & METHOD OF COMPENSATION

- A. The fee for the completed services shall be \$18,500 for the TIF Plan Amendment and \$13,500 for the Housing Impact Study, exclusive of reimbursable expenses as stated below.
- B. Method of Compensation shall be in accordance with the below schedule:
 - 1. \$2,000 retainer amount upon signing of Contract and submittal of invoice.
 - 2. \$500 upon completion of the services stated in Section I, Task A and B and submittal of invoice.
 - 3. \$13,500 upon completion of services stated in Section 1, Task C and D (Housing Impact Study and Public Meeting) and submittal of invoice.
 - 4. \$1,000 upon completion of the services stated in Section I, Task E and submittal of invoice.
 - 3. \$9,500 upon completion of the Redevelopment Plan as stated in Section I, Task D and submittal of invoice.
 - 4. \$5,500 upon completion of Section I, Task E and submittal of invoice.

PGAV may submit invoices for partial completion of services for any Task per the above payment schedule.

- C. Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.
- D. Invoices for fees and expenses shall be submitted to the City monthly based on the percentage of the work completed and the actual cost of reimbursable expense items. Payment of invoices will be made by the City within 30 days of receiving invoice. If no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this Agreement until PGAV has been paid in full the amounts due for services and expenses.

V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Revisions to the eligibility analysis or TIF redevelopment plan if the proposed Project Area boundaries change after the City's concurrence with PGAV's recommended boundary configuration.
- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may be useful to the City in making decisions on specific development proposals within the TIF Area.
- C. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office.
- D. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.
- E. Assisting with and attending a public "meeting" early in the TIF amendment process if it is determined that the City cannot certify that the Ridgeport Logistics Center Intermodal Terminal Facility Area, as expanded, has fewer than 75 inhabited residential units.

These services shall be considered additional work beyond the scope of this Agreement. The City may acquire such services by PGAV at an additional cost to be provided for under separate Agreement.

VI. TERMINATION OF AGREEMENT

If, for any reason, the City wishes to terminate this Agreement the City shall notify PGAV in writing. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The City will pay to PGAV an amount representing the percentage complete of the work performed to the date of termination, plus any reimbursable expenses which have been incurred by PGAV to that date.

VIII. OTHER TERMS AND CONDITIONS

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act as of the date of this Agreement. Should anything occur that would cause TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2017.

ATTEST:


CITY OF WILMINGTON, ILLINOIS

Joie Ziller, Deputy City Clerk

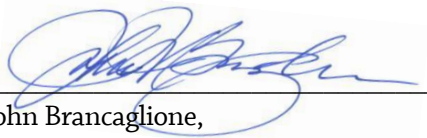
Roy Strong, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.



Michael P. Weber
Director, PGAV Planners



John Brancaglione,
Vice President

Attachment: Exhibit A – Proposed Amendment to the Ridgeport Logistics Center Intermodal Terminal Facility Area

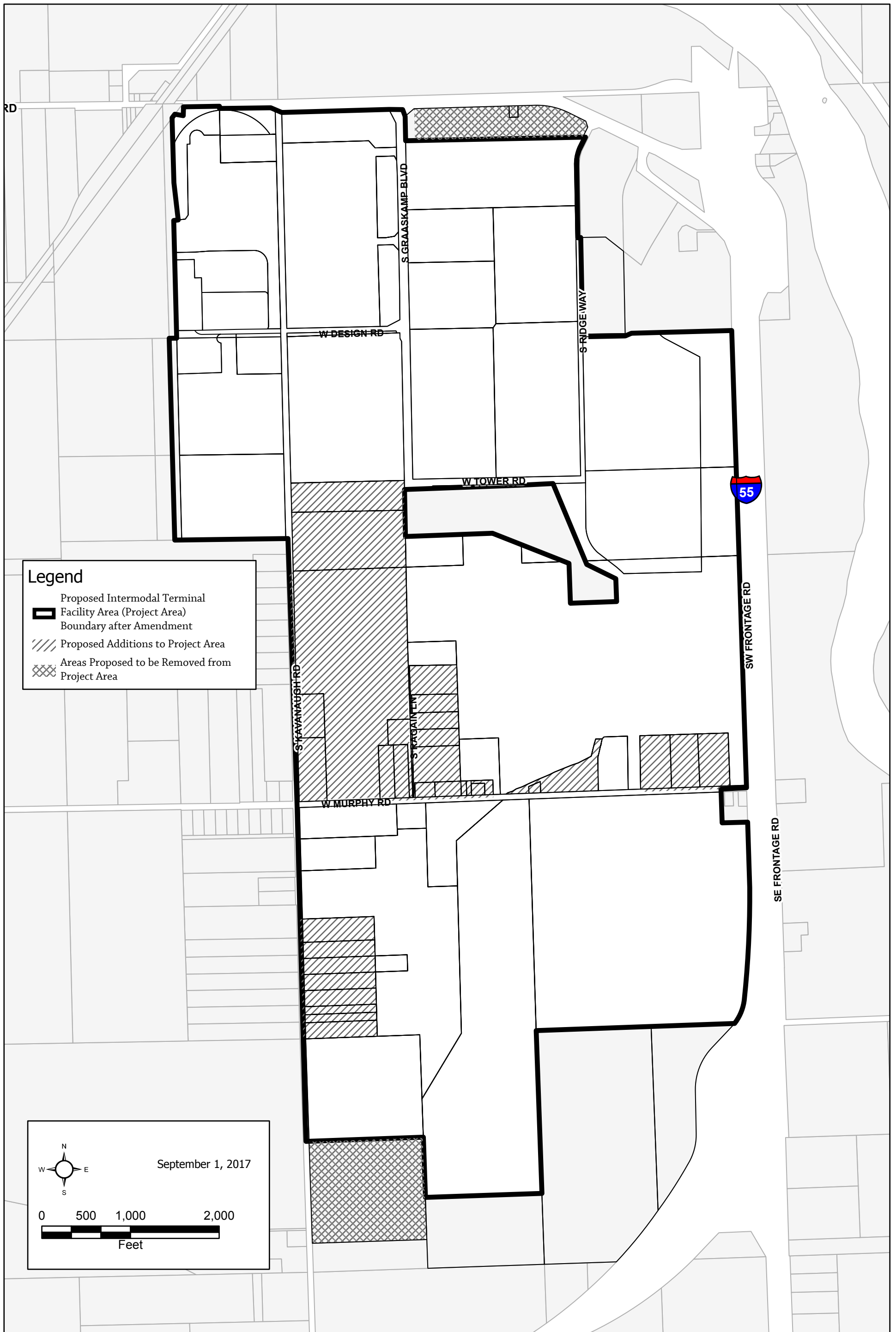


Exhibit A
Proposed Amended Ridgeport Logistics Center
Intermodal Terminal Facility Area Boundary

City of Wilmington, Illinois



INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this **9th day of August, 2017**, by and between the Board of Education of Wilmington Community Unit School District No. 209-U, Will County, Illinois (hereinafter referred to as the "School District"), and the City of Wilmington, Will County, Illinois, (hereinafter referred to as the "City"), sometimes collectively referred to as the parties, in the exercise of their intergovernmental cooperative powers under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperative Act;

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes units of local government, such as school boards, park districts, and municipalities to contract or otherwise-associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibit by law; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, Article 26 of *The School Code* (10 ILCS 5/26-1 to 26-15) establishes the age of compulsory school attendance for pupils and sets forth the procedures to be followed by school districts in enforcing said compulsory school attendance; and

WHEREAS, the School District and the City deem it to be in the respective best interests of each governmental body to enter into an agreement whereby a Liaison Officer may be appointed for the School District; and

WHEREAS, at dismissal times a high volume of traffic is generated at strategic locations; and

WHEREAS, the increased volume of traffic at said times creates a substantial danger to students and others present at said locations; and

WHEREAS, the School District is desirous of contracting with the City for traffic control for the protection of its students and others additionally to provide security of its grounds and buildings situated within the boundaries of the City of Wilmington, Illinois; and

WHEREAS, the School District authorizes the enforcement of City rules and traffic regulations (including parking rules and regulations) on school property,

specifically **Bruning Elementary School, 1910 Bruning Drive, Wilmington, Illinois; L.J. Stevens Intermediate School, 221 Ryan Street, Wilmington, Illinois; Wilmington Middle School, 715 South Joliet Street, Wilmington, Illinois; and Wilmington High School, 209 Wildcat Court and 209U Wildcat Court, Wilmington, Illinois; and**

WHEREAS, the School District and the City wish to enter into this Agreement according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the following and mutual covenants and promises as hereinafter set forth the sufficiency of which is hereby acknowledged by the parties, the School District and the City, do hereby agree as follows:

SECTION 1 - INCORPORATION OF RECITALS

The above Recitals are made a part of this Agreement and are incorporated herein.

SECTION 2 - PURPOSE OF AGREEMENT

The Parties recognize that in order to preserve and protect the health, safety, and welfare of the public, it is desirable to use Wilmington Police Officers to maintain order and control certain activities on property owned by the School District located within the corporate limits of the City of Wilmington.

SECTION 3 - POWER AND AUTHORITY

That the Board of Education of Wilmington Community Unit School District No. 209-U, Will County, Illinois, does hereby authorize and grant to the City of Wilmington, including its Police Department, as its agent:

- A. The power to control non-patrons and unauthorized vehicles which enter the remain upon common areas of all property belonging to the Wilmington School District,- Wilmington, Illinois during non-attendance days and between the hours of 10:00 P.M. and 6:00 A.M. on attendance days.
- B. To approach persons located on the property and to order them to leave the property and not to return if they are non-patrons involved in illegal activity; to cause non-patrons to be arrested if they refuse to leave the property; to remove non-patron vehicles from said property at owner's expense; to sign criminal complaints against non-patrons, at its election.
- C. To control non-patrons, unauthorized persons and unauthorized vehicles entering upon the common areas of property belonging to School District; to approach persons located on the property to determine if they are patrons or have been legally invited on the property; to arrest persons who refuse to leave or who leave and return without permission of the School District Principal/Superintendent or authorized patron at a later time or date; to sign criminal complaints against the individuals on behalf of the Principal/Superintendent for the School District.

SECTION 4 - COOPERATION

- A. The School District will cooperate with the City of Wilmington in any prosecutions that may arise from the City's exercise of the authority granted by this Agreement.
- B. To the extent permitted by law, the City will timely notify the School District of the arrest of any student of the District for any offenses which could be classified as a Felony or Misdemeanor together with information regarding such arrest. To the extent permitted by law, the School District will timely notify the City of any facts known to it of the commission of any offense by any person which could be classified as a Felony or Misdemeanor either on School District Property or while under the care, direction and control of the School District:
- C. The parties shall comply with the confidentiality requirements under the Juvenile Court Act of 1987 (705 ILCS 405/1-1 (2002))

SECTION 5 – SCHOOL LIAISON OFFICER

- A. An individual employed by the City as an officer with the Wilmington Police Department may be assigned by the City to serve as a Liaison Officer for the School District to perform those duties generally enumerated in Wilmington Police Department General Order No. 5, which is attached hereto as Exhibit A.
- B. The Liaison Officer shall be paid by the City and shall perform duties as both an officer for the Wilmington Police Department and also a Liaison Officer for the School District. Said individual shall be paid a salary and provided benefits by the City in accordance with the salary schedule for the Wilmington Police Department. Officers employed with the Wilmington Police Department on a part-time basis will be paid at a lower rate than officers employed on a full-time basis.

SECTION 6 - CROSSING GUARD

The City agrees to provide a qualified crossing guard to monitor and enforce the school zone cross walk at the corner of **Kahler and Route 102** in Wilmington, Illinois on the days that District 209-U schools are in session.

SECTION 7- ADDITIONAL SERVICES

In addition to the foregoing, the City shall provide such other police services as are agreed upon between the Superintendent of Schools and the Police Chief of the City of Wilmington. Such other services shall include, but not be limited to, crowd control at school functions, traffic flow and direction for school functions, and security patrols to protect the School district's facilities and property.

SECTION 8 - WATER AND WASTEWATER SERVICES

The City shall continue providing water and wastewater services to the School District facilities, specifically **Bruning Elementary School, L.J. Stevens Intermediate School, Wilmington Middle School and Wilmington High School**. The City shall bill the School District for such services based upon the combined usage of all **four (4)** schools.

SECTION 9 - POLICE OFFICERS ARE CITY EMPLOYEES

It is understood and agreed between the parties that police officers acting pursuant to this Agreement are the City's employees and the School District shall not be responsible for payment of officer's wages, payroll taxes, retirement or employment benefits.

SECTION 10 - LIABILITY

- A. The School District shall be responsible solely for those liabilities which arise as proximate result of its negligence and/or willful and wanton misconduct as provided and set forth in the Illinois Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1-101 et seq.) as amended from time to time. Similarly, the City shall be responsible for those liabilities which arise as a proximate result of its negligence and/or willful and wanton misconduct as provided and set forth in the Illinois Local Government and Governmental Employees Tort Immunity Act, (745 ILCS 10/1-101 et seq.) as amended from time to time.
- B. Each party will name the other as an additional named insured on its policy of insurance and provide the other with an appropriate certificate.

SECTION 11 - COMPENSATION

- A. Crossing Guard. The City will provide crossing guard services, for which the School District agrees to pay half of the associated cost.
- B. Administrative Services. For those administrative services not associated with the Liaison Officer, the School District shall pay the City at the rate of \$50.00 per hour for full-time officers and \$25.00 per hour for part-time officers. The above rates include compensation for the officers assigned, appropriate insurance, vehicle maintenance, depreciation, extra equipment used in rendering such services and all other expenses incurred by the City.

SECTION 12 - TERM OF AGREEMENT

- A. The term of this agreement shall be from **September 15, 2017 through September 14, 2018**.
- B. Notwithstanding anything to the contrary, this Agreement may be canceled at anytime by either party by serving fourteen (14) days' written

notice of termination to the other. Said right of termination shall exist without any requirement of stating reasons therefore, and shall be without recourse to the non-terminating party.

SECTION 13 -NOTIFICATION

For the purpose of this agreement, the address of the City of Wilmington is 1165 S. Water Street, Wilmington, Illinois and the address for Wilmington Community Unit School District No. 209-U is 209U Wildcat Court, Wilmington, Illinois.

SECTION 14 - APPLICABLE LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION 15 - MULTIPLE COUNTERPARTS

This Agreement may be executed in duplicate counterparts or duplicate originals, each with the same force and effect as the original.

SECTION 16 - ENTIRE AGREEMENT

This Agreement shall contain the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of all parties hereto.

IN WITNESS WHEREOF, the undersigned, by their signatures, do hereby enter into this Agreement on the date first written above.

BOARD OF EDUCATION OF
WILMINGTON COMMUNITY UNIT
SCHOOL DISTRICT NO. 209-U
WILL COUNTY, ILLINOIS

CITY OF WILMINGTON
WILL COUNTY, ILLINOIS

BY: 

President

BY: _____
Mayor

ATTEST:

BY: 

Secretary

BY: _____
City Clerk

September 12, 2017

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

Duff & Phelps, LLC (“Duff & Phelps”), will provide City of Wilmington (“the City”) the appraisal services described within this agreement (“Agreement”).

Purpose of the Engagement

The purpose of this engagement is to provide the City a property insurance appraisal for the City’s use in connection with its internal analysis of its insurance needs with respect to the identified property. Our analysis will be dated as of the last day of our site inspection. Our opinion is intended to assist the City in making informed business decisions; it is not a recommendation. Any decisions relating to insurance coverage shall remain the City’s responsibility and be made solely at its discretion.

Engagement Scope

We will research and report the insurable value (our “Opinion”) of certain the City property.

Description of Identified Property

The property is located at various sites as identified by the City in the Property Schedule (**Exhibit B**).

These property classifications will be included in the engagement:

- 1) Buildings – 10 buildings plus Water Reclamation Plant
- 2) Personal property

Assets not identified above will be excluded from the engagement.

If the City’s insurance policy excludes coverage of specific property classifications, in part or whole, the City should notify us in writing prior to beginning the engagement if those assets should be excluded.

We will work with the City during the engagement to further refine the scope of the identified property to be included in the engagement, if applicable. Depending on the nature and extent of changes in the scope of the engagement we may need to revise our fee.

Definition of Insurable Value

We will develop our opinion of insurable value as cost of reproduction new (“CRN”), defined as the estimated amount required to reproduce a duplicate or a replica of the entire property at one time, in like kind and materials, in accordance with current market prices for materials, labor, and manufactured

equipment; contractors' overhead and profit; and fees, but without provision for overtime, bonuses for labor, or premiums for material or equipment. CRN, as defined, is synonymous with the insurance-industry term "replacement cost new."

In estimating insurable value, we will allow for national building codes; however, we will not consider any construction codes imposed by state or local municipalities, ordinances, or other legal restrictions, nor will we consider the cost of demolition in connection with reconstruction or the cost of removal of destroyed property.

Valuation Methodology

Our appraisal will rely solely on the cost approach because the market and income approaches are not applicable for the purpose of this engagement.

Scope of Work

We anticipate this engagement will include the following:

Buildings

We will utilize a full-scope segregated cost approach including an inspection of each building to identify construction data that will be used in the valuation process. During inspection of the premises, we will calculate each building's area and perimeter by measuring the structure or through an analysis of the as-built blueprints; identify and record data of the major construction components (type of structure, walls, roof, etc.); determine the construction class; record data of major service systems (electrical, plumbing, security, elevators, heating, ventilation, cooling, etc.); photograph the building; and record the GPS coordinates. The insurable value of each building and the related construction, occupancy, protection, and exposure data obtained during the inspection will be reported on an itemized basis.

Personal Property – Contents Modeling

We will develop an opinion of the insurable value of personal property through use of a modeling approach, which relies on our proprietary database containing data from thousands of detailed equipment inventories we have performed. The model develops the insurable value of each building's personal property on the basis of building occupancy and square footage. The model can be altered to account for above- or below-average density of personal property. A single insurable value will be reported for each building's personal property.

Wastewater/Water Treatment Plants

When appraising treatment plants, each process (clarifier, sludge treatment, disinfection, primary and secondary treatment, etc.) in the plant will be listed and valued as an individual system as well as appraising all buildings. The result will be an overall insurable value for the plant with the identification and value of individual processes and buildings at the plant.

When appraising lift stations consideration will be given to the structure as well as the dry well, wet well, pumps and motors, generator, and telemetry equipment. A single value will be reported for each lift station that includes the above components.

Terms and Conditions

This Agreement is subject to and incorporates the **Terms and Conditions** attached as **Exhibit A**.

Fee

The fee is \$5,600, including expenses, and will be invoiced as follows:

- \$1,680 upon authorization of the engagement
- Progress billing as time is charged and expenses are incurred

This fee includes issuing the deliverables below and responding to customary questions from the City and its insurance brokers or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort.

The City may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our Opinion or any subsequent event related to it.

Timing and Deliverables

This engagement will require cooperation, access, and timely receipt of requested information from management of the City. After this Agreement is signed and all requested information is received, we will begin our analyses and provide our Draft report within 4 weeks after completion of our site inspections.

The report will be provided in electronic format and will present our Opinion and related narrative discussion of the supporting analyses and assumptions, along with appropriate exhibits. Additional relevant information and analyses considered in our Opinion will be retained in our work files.

Conclusion

We appreciate the opportunity to serve the City of Wilmington. To authorize, please sign below and return the full executed copy to michael.domin@duffandphelps.com. This Agreement shall remain valid for signature for 30 days. Please contact me at 630 541 4651 with any questions.

Sincerely,



Michael Domin
Managing Director

Client of Record:
City of Wilmington

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Terms and Conditions

Entire Agreement – This is the entire Agreement between Duff & Phelps and the City and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for the City’s internal needs and shall not modify this Agreement.

Fees – Duff & Phelps’ invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Duff & Phelps shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Duff & Phelps is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys’ fees and other costs of collection.

Limited Use and Reliance – The City is the sole intended user of Duff & Phelps’ report or other work product. The City may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

Confidentiality – Duff & Phelps shall maintain the confidentiality of the City’s information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Duff & Phelps’ possession, or (iii) received from a party having no confidentiality obligation to the City. Duff & Phelps may include the City’s name and logo in its client list.

Engagement Limits – Duff & Phelps’ work may only be used for the specific purpose or premise of value stated in this Agreement and the work product. The City shall not reference Duff & Phelps or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Duff & Phelps’ prior written consent.

Independent Contractor – Duff & Phelps shall perform as an independent contractor, with no authority to bind or obligate the City in any way.

Information Provided by the City – Duff & Phelps will not independently verify information provided by the City, its advisors, or third parties acting at the City’s direction. Duff & Phelps will assume and rely on the accuracy and completeness of all such information.

Retention – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Duff & Phelps’ document retention policy. If required by applicable law to disclose any of the documents, Duff & Phelps will, unless legally prohibited, notify the City so it may seek a protective order at its discretion.

Indemnification – the City shall indemnify and hold harmless Duff & Phelps and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs, and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based on reliance or purported reliance on Duff & Phelps’ work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or reliance upon Duff & Phelps’ work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Duff & Phelps.

Limitation of Liability – In no event shall Duff & Phelps be liable to the City (or any person claiming through the City) under this Agreement, under any legal theory, for any amount in excess of the total professional fees paid by the City to Duff & Phelps in connection with this engagement, except to the extent such liability is directly caused by Duff & Phelps' gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Duff & Phelps' negligence or willful misconduct. In no event shall Duff & Phelps be liable to the City for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

Environmental Policy – Duff & Phelps will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

Governing Law – This Agreement is governed by and construed in accordance with the laws of the State of New York.

Exhibit B – Property Schedule

City/Village	OCCUPANCY	Address	City
City of Wilmington	Adult Civic Center	805 River Street	Wilmington
City of Wilmington	City Hall	1165 South Water	Wilmington
City of Wilmington	Youth Civic Center OLD CITY HALL	114 North Main	Wilmington
City of Wilmington	Water Reclamation Administration Building	601 E Kankakee River Drive	Wilmington
City of Wilmington	Motor Control Center	601 E Kankakee River Drive	Wilmington
City of Wilmington	Water Plant Buildnig	745 Widows Road	Wilmington
City of Wilmington	E.S.D.A	103 North Main	Wilmington
City of Wilmington	Public Works Storage	749 Widows Road	Wilmington
City of Wilmington	Water Reclamation Maintenance Garage	601 E Kankakee River Drive	Wilmington
City of Wilmington	Water Reclamation Maintenance Headworks Bldg	601 E Kankakee River Drive	Wilmington
City of Wilmington	Water Reclamation Sludge Processing Bldg	601 E Kankakee River Drive	Wilmington
City of Wilmington	Clarifier Area	601 E Kankakee River Drive	Wilmington
City of Wilmington	Lift Station w/Contents	601 E Kankakee River Drive	Wilmington
City of Wilmington	Water Tower (North)	511 North St	Wilmington
City of Wilmington	Water Tower (South)	Buchanan St/Robert Weidling Rd	Wilmington
City of Wilmington	Effluent Area	601 E Kankakee River Drive	Wilmington
City of Wilmington	Street Maintenance Garage #1	749 Widows Road	Wilmington
City of Wilmington	Street Maintenance Garage #2	749 Widows Road	Wilmington



Engineer's Payment Estimate

Project: South Arsenal Road at IL-53

Local Agency: City of Wilmington
Section: 08-00042-00-WR

Estimate No.: 6

From: 8/10/2017

To: 9/12/2017

Payable To: Austin Tyler Construction, Inc.
 23343 S. Ridge Road Elwood, IL 60421

Items	Awarded		Added Quantity	Deducted Quantity	Completed		
	Quantity	Amount			Quantity	Unit Price	Amount
TREE REMOVAL (OVER 15	11.0	\$220.00			11.0	\$20.00	\$220.00
EARTH EXCAVATION	5,520.2	\$143,525.20			3,122.3	\$26.00	\$81,179.80
REMOVAL AND DISPOSAL	766.7	\$23,767.70		766.7		\$31.00	
TRENCH BACKFILL	302.4	\$15,120.00	1.5		303.9	\$50.00	\$15,195.00
GEO FAB FRO GRND STAB	3,432.4	\$6,006.70		3,432.4		\$1.75	
TOPSOIL EX AND PLCMNT	4,080.1	\$89,762.20			1,370.7	\$22.00	\$30,155.40
SEEDING, 2A	2.9	\$3,538.00			1.5	\$1,220.00	\$1,830.00
NITROGEN FERTILIZER	262.6	\$262.60			135.0	\$1.00	\$135.00
PHOSPHORUS FERTILIZE	262.6	\$262.60			135.0	\$1.00	\$135.00
POTASSIUM FERTILIZER	262.6	\$262.60			135.0	\$1.00	\$135.00
EROSION CONTROL BLNK	12,810.0	\$12,810.00			7,462.7	\$1.00	\$7,462.70
HD EROSION CONTROL BLNK	1,378.8	\$2,068.20		1,378.8		\$1.50	
TEMP EROSION SEEDING	291.8	\$1,750.80		291.8		\$6.00	
TEMPORARY DITCH CHECK	10.0	\$150.00		10.0		\$15.00	
PERIMETER EROSION BAR	4,728.0	\$9,456.00	321.0		5,049.0	\$2.00	\$10,098.00
INLET AND PIPE PROTEC	18.0	\$3,600.00				\$200.00	
TEMP EROSION BLNK	12,810.0	\$12,810.00		12,810.0		\$1.00	
TEMP HD EROSION BLNK	1,378.7	\$2,068.05		1,378.7		\$1.50	
STONE RIPRAP, CLASS A3	194.0	\$7,372.00		177.3	49.4	\$38.00	\$1,877.20
AGG IMPROV	823.3	\$24,699.00		823.3		\$30.00	
AGG IMPROV 12	9,313.5	\$102,448.50			8,786.1	\$11.00	\$96,647.10
SUB GRAN B 4	668.7	\$3,009.15			189.7	\$4.50	\$853.65
STAB SUBBASE HMA 4	1,898.9	\$27,534.05	270.4		2,169.3	\$14.50	\$31,454.85
HMA BSE CSE 12	1,049.7	\$40,938.30			919.8	\$39.00	\$35,872.20
HMA BSE CSE WIDENING 12	52.2	\$3,756.40	269.0		321.2	\$72.00	\$23,126.40
BIT MAT PRIME COAT	14,925.0	\$11,193.75				\$0.75	
POLY HMA BC SM	575.3	\$57,530.00			541.1	\$100.00	\$54,110.00
POLY HMA SC SM	575.3	\$862.95			572.1	\$1.50	\$858.15
POLY HMA BC IL-19 N90 8	2,301.3	\$170,296.20			2,153.0	\$74.00	\$159,322.00
POLY HMA SC F N90	66.9	\$107.04	51.2		118.1	\$1.60	\$188.96
PCC PVMNT 10	1,898.9	\$142,417.50			1,827.6	\$75.00	\$137,070.00
PAVEMENT REMOVAL	7,819.5	\$78,195.00	258.1		8,077.6	\$10.00	\$80,776.00
C&G REMOVAL	400.8	\$4,008.00			332.5	\$10.00	\$3,325.00
PVD SHLDR REMOVAL	1,065.1	\$18,106.70			652.9	\$17.00	\$11,099.30
CLASS C PATCH IV 14	128.8	\$27,692.00	127.3		256.1	\$215.00	\$55,061.50
CLASS D PATCH II 10	40.0	\$4,520.00			24.9	\$113.00	\$2,813.70
AGG SHLDR B 8	1,454.7	\$17,456.40			433.9	\$12.00	\$5,206.80
HMA SHLDR 10	1,375.4	\$57,766.80			1,059.0	\$42.00	\$44,478.00
CONCRETE STRUCTURES	5.8	\$15,660.00			0.8	\$2,700.00	\$2,160.00
REINFORCEMENT BARS	267.0	\$2.67				\$0.01	
TEMP SOIL RETE SYS	4,054.0	\$40.54		4,054.0		\$0.01	
BOX CULVRT END SEC 1	2.0	\$18,800.00			2.0	\$9,400.00	
BOX CULVRT END SEC 2	2.0	\$28,000.00			2.0	\$14,000.00	
PRECST BOX 4 X 3	171.5	\$76,832.00	4.5		176.0	\$448.00	\$78,848.00
PRECST BOX 6 X 3	115.5	\$56,826.00	2.5		118.0	\$492.00	\$58,056.00
PRECST FES 24	6.0	\$6,480.00			6.0	\$1,080.00	
PRECST FES 36	1.0	\$2,600.00			1.0	\$2,600.00	\$2,600.00
PIPE CULVRT 1 24	150.0	\$11,100.00		150.0		\$74.00	
SS A 2 12	624.0	\$25,584.00			592.1	\$41.00	\$24,276.10
SS A 2 15	270.0	\$12,420.00			259.0	\$46.00	\$11,914.00
SS A 2 18	126.0	\$6,048.00			123.0	\$48.00	\$5,904.00
SS A 2 24	67.1	\$4,227.30	3.9		71.0	\$63.00	\$4,473.00
SS B 2 36	6.0	\$2,232.00			3.0	\$372.00	\$1,116.00
DIP WM TEE 16 X6	1.0	\$1,800.00			1.0	\$1,800.00	\$1,800.00
WATER MAIN 16	546.7	\$30,068.50		546.7		\$55.00	
WATER VALVE 16	1.0	\$7,800.00			1.0	\$7,800.00	\$7,800.00
TAPPING VALVE SLEEVE 16	1.0	\$15,000.00			1.0	\$15,000.00	\$15,000.00
DIWM FIT 16 45	3.0	\$5,100.00	1.0		4.0	\$1,700.00	\$6,800.00
CNTRLD LOW STRNGTH	20.0	\$5,200.00			20.0	\$260.00	
CB A 4 DIA T 1 F CL	2.0	\$3,850.00			2.0	\$1,925.00	\$3,850.00
MH A 4 DIA T 1 F CL	5.0	\$9,500.00			5.0	\$1,900.00	\$9,500.00
INLET A 24 F&G	9.0	\$11,475.00		1.0	8.0	\$1,275.00	\$10,200.00
INLET B 24 F&G	1.0	\$1,350.00			1.0	\$1,350.00	\$1,350.00
VV A 6 DIA T1 F CL	1.0	\$3,450.00			1.0	\$3,450.00	\$3,450.00
FRAMES, TYPE 1	1.0	\$1,125.00			1.0	\$1,125.00	\$1,125.00
C&G B-6.12	353.1	\$10,593.00	5.4		358.5	\$30.00	\$10,755.00
C&G B-6.24	1,730.3	\$36,336.30			1,639.5	\$21.00	\$34,429.50
CONCRETE THRUST BLOCK	5.0	\$375.00			4.0	\$75.00	\$300.00
SPBGR A 6	492.0	\$12,300.00				\$25.00	
TBT T1 SPECIAL TANGT	6.0	\$14,400.00				\$2,400.00	

Items	Awarded		Added Quantity	Deducted Quantity	Completed		
	Quantity	Amount			Quantity	Unit Price	Amount
GUARDRAIL REMOVAL	736.9	\$3,684.50	28.1		765.0	\$5.00	\$3,825.00
SHLD RUMBLE STRIP 8	1,754.1	\$7,893.45				\$4.50	
NON-SPECIAL WASTE DIS	175.0	\$9,275.00		175.0		\$53.00	
SPECIAL WASTE PLANS A	1.0	\$4,400.00		1.0		\$4,400.00	
SOIL DISPOSAL ANALYSI	2.0	\$3,300.00		2.0		\$1,650.00	
ENG FIELD OFFICE A	9.0	\$27,000.00			5.0	\$3,000.00	\$15,000.00
MOBILIZATION	1.0	\$140,000.00			1.00	\$140,000.00	\$140,000.00
CHNG MSG SIGN	9.0	\$9,450.00			8.0	\$1,050.00	\$8,400.00
SHRT TRM PVMNT MRKG	154.0	\$308.00			120.0	\$2.00	\$240.00
TMP PVMT MRKG L&S	109.2	\$147.42				\$1.35	
TMP PVMT MRKG 4	43,926.3	\$17,570.52				\$0.40	
TMP PVMT MRKG 6	249.6	\$162.24				\$0.65	
TMP PVMT MRKG 24	442.2	\$1,105.50				\$2.50	
WZ PVMT MRKG REM	15,660.8	\$21,925.06			7,828.3	\$1.40	\$10,959.62
TMP CONC BARRIER	204.7	\$2.05		204.7		\$0.01	
IMPACT ATTENUATORS, T	2.0	\$0.02		2.0		\$0.01	
SIGN PANEL - TYPE 1	53.8	\$1,345.00				\$25.00	
SIGN PANEL - TYPE 2	54.0	\$1,620.00				\$30.00	
RELOCATE SIGN PANEL 1	22.3	\$1,448.50				\$65.00	
TERMINAL MARKER - DIR	6.0	\$210.00				\$35.00	
TELESCOPING STEEL SIG	192.0	\$2,880.00				\$15.00	
THERMO L&S	109.2	\$469.56				\$4.30	
THERMO 4	5,668.9	\$3,654.85				\$0.68	
THERMO 6	276.0	\$303.60				\$1.10	
THERMO 12	121.3	\$266.86				\$2.20	
POLY L&S	218.4	\$1,965.60				\$9.00	
POLY 4	6,202.6	\$4,651.95				\$0.75	
POLY 6	249.6	\$399.36				\$1.60	
POLY 8	1,534.6	\$3,452.85				\$2.25	
POLY 12	103.4	\$465.30				\$4.50	
POLY 24	109.1	\$981.90				\$9.00	
RPM	68.0	\$2,380.00				\$35.00	
ELEC SRV INSTAL	1.0	\$1,487.00			1.0	\$1,487.00	\$1,487.00
ELECTRIC UTILITY SERV	1.0	\$10,000.00				\$10,000.00	
SRV INSTAL POLE MNTD	1.0	\$1,421.00			1.0	\$1,421.00	\$1,421.00
UC, GALV STEEL 2	3,029.0	\$27,261.00			2,853.5	\$9.00	\$25,681.50
UC, GALV STEEL 2.5	295.0	\$5,015.00	16.5		311.5	\$17.00	\$5,295.50
UC, GALV STEEL 3	113.0	\$3,842.00	18.0		131.0	\$34.00	\$4,454.00
UC, GALV STEEL 4	419.0	\$15,922.00	114.0		533.0	\$38.00	\$20,254.00
HANDHOLE	5.0	\$5,475.00	3.0		8.0	\$1,095.00	\$8,760.00
HD HANDHOLE	6.0	\$7,260.00	3.0		9.0	\$1,210.00	\$10,890.00
DOUBLE HANDHOLE	1.0	\$2,762.00			1.0	\$2,762.00	\$2,762.00
UD, 600V 3-1C 1/C, 1-1/4	3,835.0	\$30,680.00			2,207.5	\$8.00	\$17,660.00
LUM, SV 400W	23.0	\$6,670.00				\$290.00	
LIGHT CONTRLR BM	1.0	\$7,283.00			1.0	\$7,283.00	\$7,283.00
LP 47.5 6 MA	1.0	\$2,387.00				\$2,387.00	
LP 47.5 10 MA	1.0	\$2,450.00				\$2,450.00	
LP 47.5 15 MA	18.0	\$45,000.00				\$2,500.00	
LP 47.5 20 MA	3.0	\$8,100.00				\$2,700.00	
LP FNDT 24 DIA	207.0	\$31,050.00			207.0	\$150.00	\$31,050.00
BREAKAWAY DEVICE, TRA	23.0	\$8,280.00			23.0	\$360.00	\$8,280.00
MNT EXST TRF SIG	2.0	\$5,200.00			1.00	\$2,600.00	\$2,600.00
TRANSCIEVER - FIBER O	1.0	\$4,600.00				\$4,600.00	
FIBER 62.5/125	2,675.0	\$5,350.00				\$2.00	
ECIC TRACER 14 1C	2,675.0	\$267.50				\$0.10	
ECIC SIGNAL 14 3C	601.0	\$420.70	103.0		704.0	\$0.70	\$492.80
ECIC SIGNAL 14 5C	2,519.0	\$2,015.20	501.0		3,020.0	\$0.80	\$2,416.00
ECIC SIGNAL 14 7C	622.0	\$559.80	109.5		731.5	\$0.90	\$658.35
ECIC LEAD IN 14 1 PR	2,314.0	\$1,619.80	670.5		2,984.5	\$0.70	\$2,089.15
ECIC SRVCE 6 2C	36.5	\$47.45	136.5		173.0	\$1.30	\$224.90
ECIC GRNDG CONDUCTOR	658.0	\$592.20	226.0		884.0	\$0.90	\$795.60
TSP 14	1.0	\$1,200.00			1.0	\$1,200.00	\$1,200.00
TSP 16	1.0	\$1,200.00			1.0	\$1,200.00	\$1,200.00
SMAA&P 38	1.0	\$7,020.00				\$7,020.00	
SMAA&P 44	1.0	\$7,650.00				\$7,650.00	
SMAA&P 46	1.0	\$7,760.00				\$7,760.00	
CONC FDN TYA	8.0	\$1,480.00			8.0	\$185.00	\$1,480.00
CONC FDN TYC	4.0	\$1,900.00			4.0	\$475.00	\$1,900.00
CONC FDN 36 DIA	48.0	\$8,400.00			42.0	\$175.00	\$7,350.00
DRILL EXISTING HANDHO	1.0	\$280.00			1.0	\$280.00	\$280.00
SH LED 1F 3S MAM	5.0	\$3,550.00				\$710.00	
SH LED 1F 3S BM	4.0	\$2,280.00			1.0	\$570.00	\$570.00
SH LED 1F 5S BM	2.0	\$1,600.00			2.0	\$800.00	\$1,600.00
SH LED 1F 5S MAM	2.0	\$2,200.00				\$1,100.00	
TS BACK PLATE LVRD	7.0	\$1,085.00				\$155.00	
INDUCTIVE LOOP DETECT	8.0	\$1,000.00				\$125.00	
DETECTOR LOOP, TYPE 1	192.0	\$2,688.00				\$14.00	
PREFORMED DETCT LOOP	333.0	\$5,328.00				\$16.00	
LIGHT DETECTOR	2.0	\$2,300.00				\$1,150.00	
LIGHT DETECTOR AMPLIF	1.0	\$3,000.00				\$3,000.00	
RMVE EXST TRAF SIGN EQUIP	1.0	\$3,900.00				\$3,900.00	
EVP C NO. 20	601.0	\$360.60	103.0		704.0	\$0.60	\$422.40
RMVE FIRE HYDRANT ASS	1.0	\$935.00			1.0	\$935.00	\$935.00
DUCTILE IRON SLEEVE 16	1.0	\$1,400.00			1.0	\$1,400.00	\$1,400.00
TEMPORARY ACCESS	2.0	\$510.00				\$255.00	

Items	Awarded		Added Quantity	Deducted Quantity	Completed			
	Quantity	Amount			Quantity	Unit Price	Amount	
STEEL GRATE WALKWAY	35.0	\$5,775.00				\$165.00		
WM TO BE ABAND 16	543.0	\$2,172.00			520.0	\$4.00	\$2,080.00	
CUT & CAP EXST WM 16	4.0	\$4,800.00			3.0	\$1,200.00	\$3,600.00	
CONN TO EXST WM 16	2.0	\$7,400.00		1.0	1.0	\$3,700.00	\$3,700.00	
FIRE HYDRANT ASSEMBLY	2.0	\$10,000.00		1.0	1.0	\$5,000.00	\$5,000.00	
TRAFFIC CONTROL AND P	1.0	\$30,000.00			0.88	\$30,000.00	\$26,400.00	
WET REF TAPE TYIII L&S	109.2	\$393.12	22.5		131.7	\$3.80	\$474.12	
WET REF TAPE TYIII 4	33,687.0	\$40,424.40			27,824.0	\$1.20	\$33,388.80	
WET REF TAPE TYIII 24	138.0	\$983.60			49.5	\$7.20	\$356.40	
SUPER P CAB	1.0	\$32,000.00			1.0	\$32,000.00	\$32,000.00	
UNINTERRUPTIBLE POWER	1.0	\$3,900.00			1.0	\$3,900.00	\$3,900.00	
BOX CLVRT TO BE CLEANED	142.0	\$1,704.00		142.0		\$12.00		
CONSTRUCTION LAYOUT	1.0	\$15,000.00			1.0	\$15,000.00	\$15,000.00	
RE-OPTIMIZE TRAFFIC S	1.0	\$1,200.00				\$1,200.00		
REMOVED & RESET POST	1.0	\$200.00				\$200.00		
REMOVED & RESET STREET SIGN	1.0	\$200.00				\$200.00		
RESET SURVEY MONMNT	1.0	\$2,000.00				\$2,000.00		
SAW CUTTING (FULL DEP)	1,431.4	\$5,725.60	338.6		1,770.0	\$4.00	\$7,080.00	
TEMPORARY PAVEMENT	668.7	\$31,428.90			666.4	\$47.00	\$31,320.80	
TEMP TRAFFIC SIGNAL TIMING	1.0	\$1,000.00				\$1,000.00		
Total Amount Awarded		\$2,345,208.66					Amount Completed To Date	\$1,702,010.25

Miscellaneous Extras and Credits	Amount
NEW ITEM: 56103400 - DIP WM 16 (REPLACES ITEM 5610100, WM 16) 549.6 LF AT \$75.55/LF	\$41,522.28
MATERIAL ALLOWANCE FOR TRAFFIC SIGNAL AND LIGHTING MATERIALS (FOR ITEMS OF WORK NOT YET COMPLETED)	79,144.00
NEW ITEM: X8710020 - FOCC 62.5/125 MM12SM24 0.0 LF at \$2.21/LF (REPLACES ITEM 87100020, FOCC 62.5/125 MM12SM12)	
NEW ITEM: 78300200 - RAISED REFLECTIVE MARKER REMOVAL 60.0 EACH AT \$25.00/EACH	1,500.00
Total Miscellaneous Extras and Credits	\$122,166.28
Total Amount of Completed Work	\$1,824,176.53
Total Amount Completed Previously	\$1,611,685.32
Total Amount Completed This Estimate	\$212,491.21
10.00% Less Retainage	\$21,249.12
Balance Due This Estimate	\$191,242.09

Signed: Cheryl Pullait Date: 09/13/17
Resident Engineer/Consultant

Local Agency Date

Approved: _____
Local Agency Date

Local Agency Date



Mueller Roofing, Inc.



Hot Roofing • Shingles • Gutters • Siding • Soffit

2827 Manhattan Rd. • Joliet, IL 60433

"Quality since 1960"

Phone: (815) 726-0730 • Fax: (708) 590-0700



IL Roofing Lic # 104016228

Proposal

Name: City Of Wilmington
Address: 114 Main St
City Zip: Wilmington , IL

Date: 9/5/2017
Phone: 815-999-2121

Email:
Estimator

We hereby submit specifications and estimates for:

- > Prep property for roof replacement , protect all landscaping / windows / doors
- > Secure any loose membrane / Remove all Flashings
- > Install new recover board insulation
- > mechanically fasten a new .60 Mil TPO roof membrane system (white)
- > All protrusions will receive ne approved flashings
- > Fabricate and install new pre finished sheet metal cap on parapet walls
- > Provide positive water cut off and new flashing along gutter edge
- > Rake edge will receive new Heavy gauge drip edge (white)

Roof Main	\$8,800.00
Metal Cap	\$3,600.00

- * Clean up and remove all debris / secure all building and disposal permits
- * All labor will carry a 15 yr. warranty
- * All material will carry a 20yr sheet warranty
- * Note: All additional deck replacement will be an additional charge of \$36.00 / sheet

Options : Not included in price below

We hereby propose to furnish material and labor --complete in accordance with the above specifications for the sum of:

Twelve Thousand Four Hundred Dollars **

(\$12,400.00)

Payment to be made as follows: >>>>

Shingle MFG:
Shingle Color:

Deposit & Balance Upon Completion Of Each Service

Vent Color: G/A Color: Ode Color:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered under Workman's Compensation Insurance.

-- Acceptance of Proposal--

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. All payments will be made as outlined above.

Authorized
Signature

Note: This proposal may be withdrawn
by us if not accepted within 15 days

Date of acceptance: / / 2017

Signature: _____



PROPOSAL
Anytime Roof Repair LLC

Lic# 104.016518

Date: 09/05/2017

635 W Broadway
Bradley, IL 60915
Phone 815.954.4436

Support@AnytimeRoofRepair.com
www.AnytimeRoofRepair.com

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Proposal Submitted to:

- House with attached garage
- House with detached garage
- House only
- Other

Name: Wilmington Historical Society
 Address: 114 N Main St
 City: Wilmington State: IL
 Zip: 60481 Phone:

We propose to do the following work as stated below. All work is guaranteed to meet or exceed standard industry practices. Our installers are fully covered by workers compensation insurance. We are not responsible for any satellite alignment. Any rotten or delaminated wood replacement will be an additional cost if not determined previously.

Full Rubber Roof Replacement

- 1) Remove approximately 29 squares of bad rubber on whole roof - 1 layers
- 2) Inspect all decking for any damage
- 3) Remove capping around parapet walls
- 4) Install fiber board over whole sections on roof
- 5) Install new EPDM 060 rubber roof
- 6) Flash around chimney
- 7) Seam tape and cover tape rubber where seams are
- 8) Install flashing around piping
- 9) Install new metal coping cap on the parapet
- 10) Provide dumpster and clean and haul away debris
- 11) Obtain permit from the appropriate issuing authority
- 12) Provide manufacture warranty and a 5 year labor guarantee
- 13) With the condition of the roof we did not take a core sample to determine if the decking is wood or concrete because we would not have been able to seal the hole appropriately with the current condition of the roof.
- 14) This price is to install the rubber roof system on wood decking, if there is concrete decking it will be at an additional cost.
- 15) If any decking is rotted or damaged it will be an additional cost of \$55 per sheet
- 16) If there are additional layers it will be an additional charge
- 17) This estimate is based on a non-prevailing wage. (if you would like pricing for Prevailing wage please let us know)

Proposal Amount \$ \$14,197.00
 Deposit: 1/2 down \$ \$7,098.50

Estimator : _____ Date: _____ 9/5/2017
 (Chuck Morris)

Customer: _____ Date: _____

Additional Notes: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, meeting or exceeding standard industry practices. Any alteration, deviation from the above specifications involving extra costs will be executed upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance Any delays caused by customer will be billed as a extra charge. Any lawsuits must take place in Kankakee County and all litigation /reasonable attorneys fees will be at property owners expense. The owner has three days from contract date to cancel any contract if sale is made at your home. By signing this contract the owner acknowledges they received the consumer rights pamphlet. If Cancelling after three days, customer will pay twenty-five percent to company as liquidated damages, not as a penalty. Full guarantees will be provided/valid upon receipt of full payment. All agreements are pending manager approval.

Johnke Tree Service
Coal City, IL
815.791.5146

Estimate for work to be done at:

City of Wilmington
multiple addresses

419 N. Baltimore

- Remove one hard maple tree

408 N. Joliet

- Remove 2 dead ash trees

412 N. Joliet

- Remove one dead ash tree

417 N. Main

- Remove 3 dead ash trees

323 North

- Remove one pine tree

204 S. Main

- Remove one dead ash tree

- Grind all stumps
- Take away all debris

Total: \$7250.00



14000 S. ARCHER AVE., LOCKPORT, IL 60441
 Phone: 815-838-0320 Fax: 815-838-0375 www.homertree.com



PROPOSAL

8/24/2017 1:

City of Wilmington
 Ken Ewenson
 1165 S Water Street
 Wilmington, IL 60481

Work Order: 141091

Work Site: various locations
 Wilmington, IL 60481

Phone: 815-405-2231

Email: kewenson@wilmington-il.com

Arborist: Ryan Countryman

#	Item	Description	Cost
	Various trees	Tree Removal w/ stump grinding Crane assisted removal of 9 trees throughout town per list provided by the city. * Clean up and haul away resulting tree debris. Grind 9 stumps from removals 10-12" below surrounding grade. * Back-fill mulch into hole and leave excess on site. 419 N. Baltimore St: 29" Hard Maple 408 N. Joliet St: 26" Green Ash 16" Green Ash 412 N. Joliet St: 20" Green Ash - <i>This tree requires deenergizing power lines.</i> 417 N. Main St: 15" Green Ash 36" Green Ash 25" Green Ash 323 North St: 10" Spruce - <i>Requires access to the neighbors driveway to avoid power disconnect.</i> 204 S. Main St: 19" Green Ash - Priority tree, remove this one first. Pen/RC 8/26/17	\$11,250.00

Customer Signature: _____

Date: _____

Your signature is required prior to the start of any work and indicates acceptance of the terms & conditions on the reverse side of this document. All normal work operations to be performed according to ANSI A-300 standards.
 NOTE: ALL WORK TO BE PAID UPON COMPLETION.

Arborist: _____

Proposal Date _____ Estimate Valid For _____ Days

ORDINANCE NO. 17-09-19-02

AN ORDINANCE CREATING A SANITARY SEWER FATS, OILS, AND GREASES (FOG) DISPOSAL ORDINANCE

WHEREAS, there has been instances where the sanitary sewers of the City have been impacted by the accumulation of fats, oils, and greases from food service establishments to such an extent that public safety was nearly effected; and

WHEREAS, the Illinois Environmental Protection Act authorizes the City of Wilmington, as the owner of a treatment works, to establish a program to register or license the collection and transportation of grease trap sludge from grease traps within the City of Wilmington; and

WHEREAS, the Illinois Environmental Protection Act also authorizes the City of Wilmington to require a specific shipping paper for transport of grease from grease traps within the City; and

WHEREAS, it is necessary for the health and safety of the Citizens of the City of Wilmington that a program be established to monitor the timely cleaning and maintenance of grease traps within the City of Wilmington.

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

SECTION 1:

That Article 58 of the Wilmington Code of Ordinances be, and hereby is adopted, as follows:

SECTION 1. TITLE, AUTHORITY, AND PURPOSE

1.1 Title. This Ordinance shall be known and may be referred to as "City of Wilmington Sanitary Sewer Fats, Oils, and Greases (FOG) Ordinance".

1.2 Authority. This Ordinance is enacted pursuant to the powers and authorities granted to, and exercised by, the City of Wilmington pursuant to 65 ILCS 5/1-1-1, et seq. and 415 ILCS 5/22.30.

1.3 Purpose. The purpose of this Ordinance is to establish certain minimum reasonable rules and regulations for any food processing, food sales, or food service establishment or user connected to, or applying to connect to, the City sanitary sewer system regarding the collection and disposal of fats, oils, and greases in wastewater, not otherwise required to obtain and hold an Industrial Wastewater Discharge Permit from the U.S. Environmental Protection Agency and/or the Illinois Environmental Protection Agency. This Ordinance also establishes certain minimum reporting requirements for waste haulers in the disposal of fats, oils, and greases wastes. Excessive fats,

oils, and greases in wastewater can and does lead to sewer backups and overflows, creating a public health hazard.

Excessive fats, oils, and greases in wastewater can and does interfere with the wastewater treatment process at publicly-owned wastewater treatment facilities and plants, and pass-through can result in effluent discharges that violate NPDES permit water quality discharge standards.

The substantial investment of public funds in (a) sanitary sewer system(s) and wastewater treatment works and plant(s), designed to protect public health, and the continued and ongoing proper functioning of those public facilities, can and should be protected by reasonable rules and regulations relating to the use and maintenance of grease interceptors in order to aid in the prevention of sanitary sewer blockages and obstructions, and to prevent interference with the proper functioning of the wastewater treatment process, from contributions and accumulation of fats, oils and greases into the sewer systems owned by the City of Wilmington.

SECTION 2. ADMINISTRATION

2.1 General. The Superintendent shall enforce all of the provisions of this Ordinance, and shall act on any questions relating to the design or construction of grease recovery systems or devices, except as may otherwise be specifically provided by statute, or federal or state regulation(s). The Superintendent shall also act as follows:

2.2 Applications, Permits, and Licenses. The Superintendent shall receive applications and issue installation permits and discharge licenses, and collect fees therefore, in accordance with the approved fee schedule (see Appendix A hereto), for the siting and installation of, or the discharge(s) from, grease recovery systems or devices, for all food processing, food sales, and food service establishments as defined herein. The Superintendent shall also review building plans, review grease recovery system(s) design plans, inspect the premises for which such installation permit(s) or discharge license(s) have been issued, and enforce compliance with the provisions of this Ordinance.

2.3 Notices and Orders. The Superintendent shall issue all necessary notices or orders necessary to insure compliance with all Ordinance requirements. The Superintendent may revoke, by writing, any permit, license, or approval issued or held contrary to this Ordinance or based upon a false statement or misrepresentation in an application.

2.4 Authority to Enter Premises. The Superintendent, or his/her authorized agent(s) or representative(s), after identification, shall have the authority to enter any property at any reasonable time to inspect for sanitation purposes and compliance with the provisions of this Ordinance. The Superintendent shall conduct an annual inspection of each FOG producing facility, and such other inspection(s) as may be required. The Superintendent may also make any necessary test, measurement, or sampling to determine compliance with Ordinance requirements. No obstructions shall block the access to any grease trap.

2.5 Credentials. The Superintendent, and his/her authorized agent(s) or representative(s), shall carry proper credentials of their respective office for the purpose of inspecting any grease

recovery system or device, or carrying out any other duties or responsibilities, in the performance of his/her duties under this Ordinance.

SECTION 3. DEFINITIONS The following words, terms, and phrases are hereby defined and shall be interpreted as such throughout this Ordinance.

3.1 Active interior recovery device (AIRD). An active automatic separator and remover of grease, fats and oils from effluent or wastewater discharge that cleans itself of accumulated grease, fats and oils at least once every 24 hours, utilizing an electromechanical apparatus to accomplish removal.

3.2 Clean-out. A pipe that extends from the ground surface to the interior of the passive exterior device (PED), or other grease recovery system device, so as to allow access, maintenance, and inspection of the interior of the device.

3.3 Control manhole. A manhole structure, located downstream of a grease recovery system, designed and constructed to provide access to a sewer pipe or sewer main for sampling and metering commercial wastes discharged to a public sewer. For existing FOG producing facilities, where no control manhole exists or has been installed, the control manhole shall be at the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

3.4 City. The City of Wilmington, Illinois.

3.5 Superintendent. The Superintendent of the City of Wilmington Department of Water Reclamation, or his/her designated agent or representative.

3.6 Drainage Fixture Unit (DFU). A value used to determine the required drainage capacity from the fixtures and their service systems as defined in the Illinois Plumbing Code.

3.7 Effluent Tee-pipe. A Tee-shaped pipe extending from the ground surface below grade into the PED to a depth allowing recovery of water located under the layer of fats, oils, and/or greases to be discharged.

3.8 Exterior grease trap. A grease trap, located outside of the exterior walls of the building or structure, which contains baffles sufficient to allow a proper separation of grease from water.

3.9 FOG. Fats, Oils, and Greases.

3.10 FOG producing facility. A food processing, food sales, or food service establishment, as hereinafter defined.

3.11 Food. Any raw, cooked, or processed edible substance, ice, beverage or ingredient used or intended for use, or for sale, barter, or exchange, in whole or part for human consumption.

3.12 Food processing establishment. A commercial establishment in which food is manufactured or packaged for human consumption. The term does not include a food service establishment, retail food store, or commissary.

3.13 Food sales establishment. A retail and wholesale grocery store(s); retail seafood store(s); food processing plant(s); bakeries; confectionaries; fruit, nuts, and vegetable store(s), and places

of business; and, similar establishments, mobile or permanent, engaged in the sale of food primarily for consumption off premises.

3.14 Food service establishment. Any establishment for the preparation and serving of meals, lunches, short orders, sandwiches, frozen desserts or other edible products. The term includes: restaurants, coffee shops, cafeterias, short order cafes, luncheonettes, taverns, lunchrooms, places which manufacture retail sandwiches, soda fountains, institutional cafeterias, catering establishments, food vending vehicles and operations connected therewith, and similar facilities by whatever named called or by whomever operated.

3.15 Grease recovery system. A system of interceptors, separators, traps, or grease recovery devices, which prevents free floating grease, fats and oils from entering the sewage system by recovering and removing these substances from water.

3.16 Grease-laden waste. Effluent discharge that is produced from food processing, food preparation or other commercial source where grease, fats and oils enter automatic dishwasher pre-rinse station, sinks or other appurtenances.

3.17 Grease trap. An interceptor, separator, or recovery vehicle that prevents free-floating grease, fats and oil from entering the sewage disposal system. Also includes a passive interceptor whose rated flow exceeds 50 gallons per minute or minimum storage capacity of 500 gallons or more and which is located outside the building.

3.18 Hauler. A waste disposal firm, licensed by the Illinois Department of Agriculture, that hauls and disposes of fats, oils, and greases wastes as described in this Ordinance.

3.19 Manifest. A log or document record of the hauler name, address, and State license/permit number; and, the volume, date of removal and disposal destination of pumped materials or wastes from a grease trap or other interceptor device. (See, 415 ILCS 5/22.30(d) and (e)).

3.20 Newly constructed. Any new FOG producing facility that has not been issued a final Certificate of Occupancy by the City or municipal building official as of the effective date of this Ordinance.

3.21 Passive exterior device (PED). An oil/water separating container that requires pumping and is housed outside a building or structure. A passive interceptor with no moving parts with a rated flow of greater than 50 gallons per minute.

3.22 Passive interior device (PID). An oil/water separating container that requires normal manual cleaning, by pumping or bailing, and is housed inside a building or structure. A passive interceptor with no moving parts with a rated flow of 50 gallons per minute or less that serves as fixture trap and is located inside a building.

3.23 POTW. Publicly Owned Treatment Works. May sometimes be known or referred to as a sewage treatment plant or wastewater reclamation facility or plant.

3.24 Preferred Waste Hauler. A hauler that has the demonstrated capability to maintain required records, to discharge waste according to all applicable rules and regulations, and is fully licensed to haul FOG waste.

3.25 Pump-and-Return Method. The method of decanting or discharging of removed waste back into the grease recovery system from which waste was removed or to any other grease recovery system or sanitary sewer connection.

3.26 Remodeled. Any facility that requires a building permit to make planned changes to an existing or a new FOG producing facility.

3.27 Significant industrial user. Any FOG producing facility that requires an Industrial Wastewater Discharge Permit, issued by the local POTW pursuant to applicable federal and State laws and regulations.

3.28 Sludge. Any material or solids, either organic or inorganic, that has settled to the bottom of the grease trap.

3.29 Solids transfer/grease recovery device. An active automatic pretreatment device, which macerates coarse solids and separates/recovers free floating grease, fats and oils from effluent. The device cleans itself of accumulated grease, fats and oils at least once every 24 hours, utilizing electromechanical apparatus to accomplish recovery and removal.

3.30 Twenty Five Percent Rule (25% Rule). All grease traps and/or grease interceptors (GI) shall be cleaned based on the 25% Rule.

FOR EXAMPLE: If the total depth (TD) of the PED is 40 inches, the maximum allowable depth (d) of floatable grease and settled sludge equals 40 inches multiplied by 0.25 or $d=TD \times 0.25 = 10$ inches. Therefore, the maximum allowable depth of floatable grease and sludge of the vessel should not exceed ten (10) inches.

3.31 User. Any FOG producing facility, its owner(s) or operator(s), or their agent(s), that contribute to the City wastewater collection system.

SECTION 4. GENERAL REQUIREMENTS

4.1 Existing facilities. Every existing user shall have a grease recovery system. An existing user, serviced by a grease recovery system, that is non-compliant with the technical or design standards of this Ordinance, shall be permitted to continue discharging to the City wastewater collection system provided that the user's FOG discharge, as measured at the control manhole, does not exceed the City daily maximum discharge limit(s), as set forth in Appendix B, and is otherwise in compliance with the current City General Sewer Use Ordinance. The Superintendent may include conditions, restrictions, or performance standards on any existing user discharge license where that user is served by a non-compliant grease recovery system to minimize the risk of discharge(s) exceeding maximum pollutant discharge standards.

4.2 Newly constructed or remodeled facilities. Every newly constructed or remodeled food processing, food sales, and food service establishment(s) (FOG producing facilities) or user(s)

that discharge water or wastes to a City sanitary sewer or to a City wastewater reclamation facility shall be required to install, operate, clean and maintain a grease recovery system of appropriate size and design to achieve compliance with requirements of this Ordinance. Each FOG producing facility shall have a control manhole installed and located at a point downstream of the grease recovery system. No person shall construct or install a grease recovery system without the prior approval of the Superintendent and issuance of an installation permit. Such approval shall include both the approval of a plan for the proposed grease recovery system construction or installation, and permission to conduct the work required. Upon completion of the work, and approval by the Superintendent, a discharge license shall be issued to the user by the Superintendent. Each user facility shall hold a valid discharge license issued by the Superintendent.

4.3 All users. Each user shall register its grease recovery system with the Superintendent. Each user shall maintain and possess a valid discharge license issued by the Superintendent for each FOG producing facility. The discharge from each grease recovery system, as measured from the control manhole, shall not exceed the City maximum discharge limit(s) as set forth in Appendix B. Discharge license registration information shall include name, address, and telephone number(s) of owner(s) and on-site manager(s), if different; a scale sketch/drawing of the location of the grease recovery system on the FOG producing facility premises; location of the access manhole (and control manhole, if different); the components, design, and size/capacity of the grease recovery system; and such other information as may be applicable.

4.4 System Maintenance.

4.4.1 General. All grease recovery systems, both existing and new, shall be maintained in a safe and sanitary condition, and in good working order, so that any discharge therefrom, as measured from the control manhole, does not exceed the City daily maximum discharge limit(s).

4.4.2 Maintenance Responsibility. The owner(s), or the owner(s) and any designated agent(s) shall be responsible for the maintenance of the grease recovery system for a FOG producing facility at all times. All costs and expenses relating thereto shall be the responsibility of the owner(s).

4.4.3 Maintenance Requirements.

(a) All users shall maintain any grease recovery system so that the fats, oils, and grease discharge therefrom, as measured from/at the control manhole, does not exceed the City daily maximum discharge limit(s).

(b) All grease traps, and all other grease recovery systems, shall have all floating material removed at a minimum of 90 days. All grease traps, and all other grease recovery systems, shall be completely pumped out semi-annually, or when the contents of the trap exceed the 25% Rule. Semi-annual maintenance, and maintenance due to exceeding the 25% Rule, shall include the complete recovery of all contents, including floating materials, wastewater and bottom sludge and solids. The frequency of maintenance may be increased to comply with the City daily maximum discharge limit(s) or the manufacturer's recommendation. The

frequency of removal shall be as often as necessary to prevent overflows of fats, oils, and greases entering into the City wastewater collection system.

- (c) The Pump-and-Return Method of decanting or discharging of removed waste back into the grease recovery system is prohibited.
- (d) Any removal and hauling of fats, oils, and greases shall be performed by a waste disposal or rendering firm licensed by the State of Illinois.
- (e) If any grease recovery system discharge wastes fail to meet the City daily maximum limit(s), the Superintendent is authorized to demand or order the user to repair, replace, or upgrade its grease removal system, at the sole expense of user.

4.4.4 Maintenance Records. Each user, at each FOG producing facility, shall maintain an accurate and complete record of all cleaning(s) or maintenance of its FOG producing facility grease recovery system. The following records shall be kept on-site at the FOG producing facility.

- (a) Haulers. The hauler shall provide the user, at the time of service, a manifest conforming to all State statutes and regulations (see, 415 ILCS 5/22.30(e)), and the provisions of this Ordinance.
- (b) Manifest(s). The removal of grease recovery system contents shall be recorded on a manifest that identifies the pumping, hauling and disposing of the wastes.
- (c) Manifest Information. Each manifest shall contain the following information, and such other information as may be required by statute: (1) User information, including name, address, the volume or weight of waste pumped from each grease recovery system, and date and time of the pumping; (2) Hauler information, including company name, address, State license/permit number, and disposal/receiving facility location information; (3) Receiving facility information, including the facility name and address, date and time of receiving, and EPD number.
- (d) Manifest/Maintenance log. The owner(s) of each FOG producing facility shall maintain, and keep available on the premises, a continuous log of manifests (and other similar record(s)) regarding each cleaning or maintenance of the grease recovery system for the previous 24 months. The log shall be kept on the FOG producing facility premises in a location where the log is available for inspection or review by the Superintendent, or his/her designated agent(s) or representative(s).
- (e) Preferred Waste Hauler. The owner may employ a preferred waste hauler approved by the City. The preferred waste hauler would provide the City with the required manifest and maintenance information for the owner, which would allow the owner to be compliant with maintaining maintenance records.

SECTION 5. GREASE RECOVERY SYSTEMS - DESIGN AND PERFORMANCE STANDARDS

5.1 Where required. A registered grease recovery system(s) shall be operated and maintained, or installed, in each FOG producing facility that discharges into the City wastewater collection system. Each FOG producing facility shall have a control manhole.

5.2 Technology required. An approved grease recovery system shall consist of one or a combination of the following methods:

5.2.1 Passive technology that is an approved exterior grease trap. See attached Appendix C for an approved Grease Trap: Standard Detail 1000 Gallon.8

5.2.2 Active technology including:

- (a) An approved grease recovery device; or
- (b) An approved solids transfer/grease transfer device.

5.3 Prohibited discharge. Waste that does not contain grease, fats or oils and that otherwise does not require grease separation treatment shall not be discharged into the grease recovery system. Wastewater from dishwasher machines or wastewater that otherwise exceeds 150 degrees Fahrenheit shall not be introduced into any grease recovery device. Food-waste grinders shall not discharge into the building drainage system through a grease trap or grease recovery device.

5.4 High Temperature Dishwasher Discharge. Wastewater that exceeds 150 degrees Fahrenheit is prohibited from being discharged into the City wastewater collection system.

5.5 Dumpsters/dumpster pads. Dumpsters/dumpster pads may be allowed to connect to the wastewater collection system under the following conditions:

5.5.1 The dumpster/dumpster pad is covered and constructed to protect the drainage connection from storm water runoff; and

5.5.2 The drain is connected to an exterior grease trap of at least 1000 gallons, which will be maintained by the user in the method prescribed by this section for other exterior grease traps.

5.6 Passive exterior device (PED) requirements.

5.6.1 Each PED, or other grease recovery system device, design including size, type and location shall be reviewed and approved by the Superintendent in substantial conformity to a grease trap detail as follows:

- (a) Shall be sized and engineered based upon the anticipated load and/or conditions of actual use.
- (b) Shall be constructed of sound, durable material, not subject to excessive corrosion or decay, and shall be water and gas tight if PEDs are of precast or poured-in-place concrete.
- (c) Shall be traffic-worthy with accessibility to both the influent and effluent tee pipes.

- (d) Shall contain baffles sufficient to allow a proper separation of grease from water.
 - (e) Shall be a minimum of 500 gallons and a maximum of 3,000 gallons in size.
- Multiple PEDs, or other approved grease recovery devices, are allowed.

An example of approved PED detail for a 1000 gallon grease recovery system is provided in Appendix C.

5.7 Passive interior devices (PIDs). PID volume shall be credited towards the total PED capacity.

5.8 Sizing of PEDs.

5.8.1 All PEDs shall have a minimum capacity of 500 gallons and a maximum capacity of 3000 gallons. The design shall be in compliance with the following table, where the total number of Drainage Fixture Units determine the grease trap size:

Number of Drainage Trap Fixture Units (DFUs)	Minimum Grease Trap Size in Gallons
8	500
9-21	750
22-35	1000
36-90	1250
91-172	1500
173-216	2000
217-307	2500
308	3000

5.8.2 The inlet chamber of the vessel shall incorporate an open sanitary-tee, which extends equal to or greater than 12 inches below the water surface. The outlet chamber of the vessel shall incorporate an open sanitary-tee that extends two-thirds below the water surface. The sanitary-tees (both inlet and outlet) shall not be capped, but opened, to allow visual inspection of the waste stream.

5.9 Exemptions to Sizing PEDs. Food service establishments that serve 18 or fewer meals per day, or serve only continental breakfast, may be granted an exemption from the sizing requirements for PEDs listed in 5.8.

5.10 Active interior recovery device requirements. AIRDs may be allowed in lieu of PEDs or other approved grease recovery system devices in accordance with the following conditions:

5.10.1 The method of food preparation involves and/or creates little or no discharge of grease; or

5.10.2 A technically logistical reason exists as to why an exterior grease trap cannot be installed (i.e., conflicts with existing utilities, elevation disparities or location on a second floor).

5.10.3 The installation or use of all grease recovery devices must be approved by the Superintendent.

5.10.4 Grease recovery devices shall receive all grease-laden waste discharge from the major point sources. A floor drain shall not be considered a major point source.

5.10.5 Grease recovery devices shall be sized based upon the anticipated load and/or conditions of actual use and manufacturer's recommendation

SECTION 6. ALTERNATIVE METHODS AND TREATMENT AGENTS

6.1 Alternative technology/methods. Engineered alternative technology or methods may be permitted, provided the technology or method meets the minimum performance standards set forth by this Ordinance.

6.2 Biological or chemical treatment agents. The use of biological or chemical agents that dissolve grease to permit it to be discharged into the sanitary sewer is not permitted.

SECTION 7. PERMITS AND LICENSES, PROCEDURES, INSPECTIONS, AND FEES

7.1 Permits and Licenses ó General. Installation permits and discharge licenses issued under this Ordinance are not transferable.

7.1.1 Installation Permits. An installation permit shall be required for all newly constructed FOG producing facilities, all remodeled FOG producing facilities, and for the replacement of any existing grease recovery system. Repairs to a grease recovery system with a valid discharge license, issued by the Superintendent, do not require an installation permit. An installation permit shall be valid for a 365 day period following issuance.

7.1.2 Discharge Licenses. A discharge license, required for each FOG producing facility, shall be valid for a 5 year period following the date of issuance. Renewal of a discharge license shall be in accordance with a registration application provided by the Superintendent. Each user shall keep and maintain a valid, current discharge license issued by the Superintendent as one of the documents in the manifest/maintenance log required to be kept on the FOF producing facility premises.

7.2 Procedures

7.2.1 Applications. The Superintendent is authorized to prepare application forms as may be required for applications to obtain installation permits and discharge licenses, or renewals thereof. The Superintendent is authorized to establish any minimum submittal requirement(s) to accompany any such applications or renewals. Any refusal to issue a permit or license, where the applicant has submitted a complete permit or license application, shall be in writing and shall specify any and all reason(s) for non-issuance.

7.2.2 Authority to Revoke. Where the Superintendent finds that a permit holder or licensee is not in compliance with any provision(s) of this Ordinance or is in violation of any provision(s) of this Ordinance, following issuance of a Notice of Ordinance Violation and continued non-compliance or continuing violation(s) by the permit holder or licensee,

or its/their agent(s), the Superintendent may revoke such permit(s) or license. Any revocation of a permit or license by the Superintendent shall be in writing and shall specify any and all reason(s) for such revocation. Any construction work or wastewater discharge subject to, or covered by, a revoked permit shall immediately cease, and no construction or installation work or wastewater discharge shall occur or be allowed until such time as a new permit or license has been applied for, and all fees, charges and costs have been paid by the owner(s), permit holder or licensee, and the Superintendent has issued a new permit or license.

7.2.3 Appeals. The Superintendent is authorized to establish fair administrative rules of procedure that shall apply in all appeals to the Superintendent any decision to not issue a permit or license or to revoke a permit or license. Any such appeal may be filed only by the permit applicant or licensee, or person or entity that previously held the revoked permit or license. Any such appeals shall be filed with the Superintendent.

7.3 Inspections.

7.3.1 Annual Inspections. The Superintendent or his/her designated agent(s) or representative(s), shall make or conduct an annual inspection and such other or additional inspections as the Superintendent may deem necessary, of each FOG producing facility to evaluate and enforce compliance with the provisions of this Ordinance.

7.3.2 Newly constructed or remodeled FOG producing facilities, and grease recovery system replacement, inspections. The Superintendent or his/her authorized agent(s) or representative(s), shall make or conduct those inspections deemed necessary by the Superintendent to assure compliance with installation permits issued. These inspections shall, at a minimum, consist of an initial or in-progress construction or installation site inspection, and a final inspection following completion of the permitted installation.

7.3.3 Follow-up Inspections. A user charged with a Notice of Ordinance Violation (NOV), issued by the Superintendent, shall be inspected at any time within thirty (30) days of the date of NOV issuance. Subsequent re-inspection(s) may occur at any time for as long as the user is non-compliant under the original NOV. The user shall be responsible for payment of a re-inspection fee for all re-inspections in accordance with the approved fee schedule, attached as Appendix A.

7.3.4 Demand Inspections. Any time a sanitary sewer overflow (SSO) or blockage occurs at or downstream of a FOG producing facility, a demand inspection shall be made or conducted by the Superintendent, or his/her designated agent(s) or representative(s). If the user or FOG producing facility is found to be in violation of any provision of this Ordinance, and that violation(s) caused or resulted in the SSO or blockage, the user shall be responsible for the payment of the demand inspection fee, as well as the labor, equipment, and material cost(s) to correct the SSO or blockage, in accordance with the approved fee schedule, attached as Appendix A.

7.4 Fees. The user shall be responsible for the payment of all fees for permits, licenses, and inspections, and for all other charges as may be imposed by this Ordinance, in accordance with the current City Council approved fee schedule, attached hereto as Appendix A.

SECTION 8. EMERGENCIES

8.1 Emergencies ó Whenever an emergency exists, which requires immediate action to protect public health or safety, or public or private property from damage or destruction, the Superintendent may, without any administrative notice or procedure, issue an order or seek an injunction to require that such action be taken as may be deemed necessary to meet the emergency. Notwithstanding any other provision of this Ordinance, such order or injunction shall be effective immediately.

SECTION 9. FINES, ENFORCEMENT - PENALTIES / REMEDIES

9.1 Enforcement Officer ó All sections of this ordinance may be enforced by the Superintendent of the City of Wilmington Public Works Department, Superintendent of the City of Wilmington Water Reclamation Department, or the designee of any of the above.

9.2 Fines ó Any person or user who violates any provision or section of this Ordinance shall be subject to a fine as authorized by the City of Wilmington Ordinances or by statute of the State of Illinois. Each violation of a provision or section of this Ordinance shall be a separate offense and subject to a separate fine. Each day that a violation exists or continues shall be considered a separate offense. Any fine or fines for these separate offenses shall be assessed in accordance with applicable ordinances or State statute.

9.3 Warning of Ordinance Violation ó The Enforcement Officer, as defined in section 9.1, shall have the authority to issue a Warning of Ordinance Violation when an individual has been found to be in violation of any Section of this Ordinance. The Warning shall, at a minimum, identify the violation for which it is being issued, shall include the address in which the violation has occurred, shall require the violator to cease the violation(s) or abate the violation(s) within a reasonable time for the performance of any act it requires, and shall state that a Notice of Ordinance Violation may be issued if the Warning is not adhered to as specified.

9.4 Notice of Ordinance Violation ó If an individual has previously been issued a Warning of Ordinance Violation and the individual fails to abate the violation by the date specified in the Warning, the Enforcement Officer shall have authority to issue a Notice of Ordinance Violation. If Administrative Adjudication is found to be the appropriate remedy to resolve the violation, the Notice must be served in accordance with and shall contain all information specified and required in the City of Wilmington Adjudication Ordinance. Prior to the hearing date documented on the Notice of Ordinance Violation, the Respondent may elect to abate or cease the violation for which the Notice of Ordinance Violation was issued, pay the fine listed on the Notice of Ordinance Violation, and not participate in the hearing.

9.5 Injunctive Relief ó The Superintendent may, at his or her sole discretion, take any available legal action necessary to prevent or to remedy any violation, including but not limited to

appropriate equitable or injunctive relief or discontinuation of wastewater treatment service to the FOG producing facility.

9.6 Service Charges ó In addition to Section 9.2 above, any sewer or manhole overflow, or sewer back-up, resulting from (a) violation(s) of any provision or section of this Ordinance, or an inadequately operating grease recovery system, or lack of an approved grease recovery system, shall result in the imposition of a service charge to the responsible owner(s) or user(s). The service charge shall include the cost(s) of cleaning up the overflow or back-up (at cost or at the rates as established in the then current City fee schedule in Appendix A hereto), and the cost(s) of cleaning the blockage out of the immediately adjacent City wastewater collection system. Imposition of (a) service charge(s) under this Section 9.6, shall not preclude other enforcement action(s). In addition, the responsible person or user shall be responsible for payment of any fine or penalty levied by the Illinois Environmental Protection Agency against the City as a result of any overflow or blockage in the City wastewater collection system or any NPDES permit discharge violation attributable to the person or user that violates any provision or section of this Ordinance, or has an inadequately operating grease recovery system, or lacks an approved grease recovery system.

SECTION 10. OTHER

10.1 Separability. The provisions of this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

10.2 Other law. This Ordinance is not intended to repeal or replace any existing statute, regulation, ordinance or law which may have been adopted prior to the effective date of this Ordinance. The provisions of this Ordinance shall be held to be the minimum requirements for the promotion and protection of the public health, safety, and welfare. Whenever a provision of this Ordinance and any other law or regulation overlap or are contradictory, the more stringent shall prevail. Compliance with this Ordinance does not release applicant, owner, or user from compliance with the requirements of any other applicable federal, State, or local law or regulation.

APPENDIX A

The following schedule of fees shall apply for the City of Wilmington Fats, Oils, and Greases (FOG) Disposal Ordinance, effective September 19, 2017.

Discharge license (5 years term)	í í í í í í í í í í	\$100.00
Installation Permit	í í í í í í í í í í í í í í í ..	\$100.00
Construction (in progress) inspection	í í í í í í í ..	\$ 50.00
Construction, final approval inspection	í í í í .í í ..	\$ 50.00
Annual inspection	í í í í í í í í í í í í í í í ..	No charge
Follow-up inspection(s), after NOV issued	í í í í í ..	\$ 500.00
Demand inspection fee	í í í í í í í í í í í í í ..	\$ 500.00
Administrative fee	.í í í í í í í í í í í í í í ..	\$ 50.00
Service charge fee ó for sewer blockage(s) or SSO		
Labor/hr., each LCPW employee	í í í í	\$ 60.00/hour
Equipment/hr.	í í í í í í í í í í í í í í	\$ 100/hour
Materials	í í í í í í í í í í í í í í í .	Actual cost
Outside (independent) contractors	í í í í í í	Actual cost

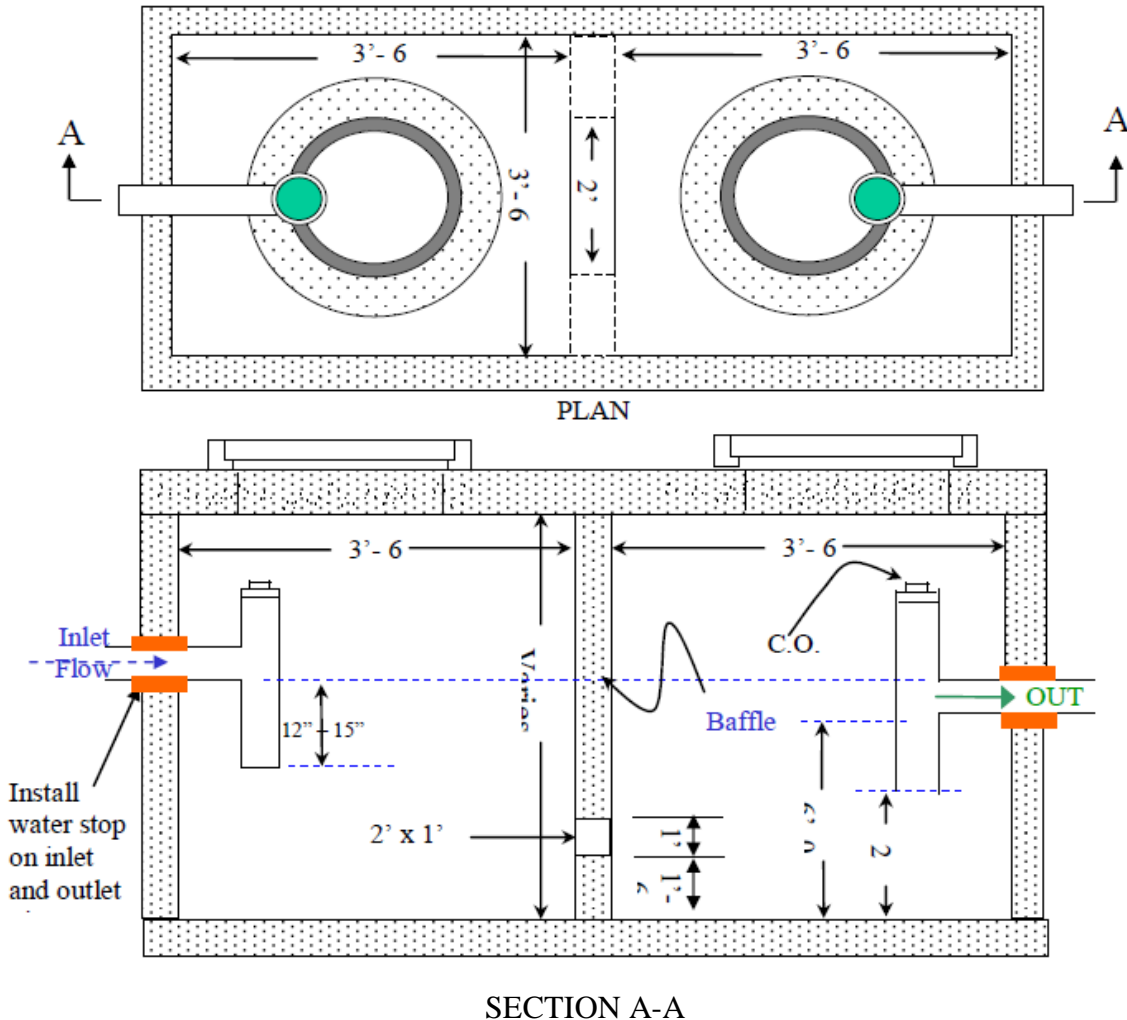
APPENDIX B

City of Wilmington wastewater maximum discharge limit(s):

Fats, Oils, and Greases í í í í í í í ..í .. 100mg/liter
pHí 5.5 to 9.5
Temperatureí í í does not exceed 150 degrees Fahrenheit

APPENDIX C

Grease Trap: Standard Detail 1000 Gallon



Neenah R-1772 Frames & Seal Tight Lids with recessed pick hole. Frames shall be embedded in mortar and placed in the center of the trap. Size: Minimum 1000 gallon capacity shall be 1000 gallon holding capacity Interior minimum Length of each compartment 42" x Interior minimum Width 42" x 6 ft Deep. Depth shall be measured from the bottom of the outlet pipe to bottom of grease trap. Location: Outside and easily accessible for cleaning and inspection.

Interior piping and Tee's shall be PVC SDR 26 or thicker.

Baffle runs from floor to ceiling with a 1ft high x 2ft wide slot placed in the center of the baffle located 18 inches above the floor. Baffle maybe constructed out of concrete, fiberglass or plastic provided it is suitable for continuous submersion. Manufacture is responsible for structural adequacy of the grease trap for each application.

SECTION 2: SEVERABILITY

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

SECTION 3: EFFECTIVE DATE

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

PASSED this 19th day of September, 2017 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

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

Approved this 19th day of September, 2017

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk



City of Wilmington
Department of Water Reclamation
Darin Fowler
Superintendent

601 E. Kankakee River Drive
Wilmington, IL 60481
Phone: 815-476-5663
Fax: 815-476-3107

FATS, OILS & GREASE (FOG)
GREASE TRAP SERVICE REPORT

License Number

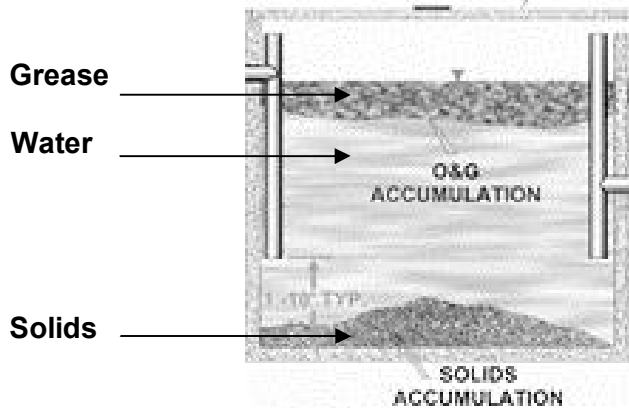
1. Facility Name: _____

Address: _____

City: _____ State: _____ Zip: _____

2. Haulers Manifest No. _____

3. Trap Measurements (25% Rule)



Mathematical formulas for calculating Total (M) and 25% (P) based on Depth of Grease and Depth of Solids. Includes a note: 'If M is greater than P. Trap must be pumped out.'

4. Service Method:

- Full Complete Pump Out
Skimmed removing all surface grease

5. Gallons Removed and Transported: _____

6. Grease Trap Condition:

- Fully Functional
In Need of Repair If checked use reverse side to provide details.

7. Additional Comments: If checked use reverse side to provide details.

8. Certification: I hereby certify that all information provided herein is true and correct to the best of my knowledge and belief, and that the interceptor servicing this establishment is cleaned of residual fats, oils, grease and other solid materials.

Waste Hauling Company Name

Signature of Person Performing Maintenance

Date of Service

ORDINANCE NO. _____
FIRST READING – 09/19/2017

**AN ORDINANCE AUTHORIZING, WITH LIMITATIONS, THE OPERATION OF
GOLF CARTS AND NEIGHBORHOOD VEHICLES ON CITY STREETS WITHIN THE
CITY OF WILMINGTON, WILL COUNTY, ILLINOIS**

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

SECTION 1: Amend Title VII Traffic Code of the Wilmington City Code by inserting the following:

õSection 74.00 OPERATION OF GOLF CARTS AND NEIGHBORHOOD VEHICLES

74.01 Definitions

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

City Streets: Any of the streets within the boundaries of the City of Willington except for State, County and Township Roads.

County Roads: Any road under the jurisdiction of Will County Highway Department.

Golf Cart: A vehicle specifically designed and intended for the purpose of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the playing of golf or maintaining the condition of the grounds on a public or private golf course and having a maximum speed of 20 miles per hour (mph).

Neighborhood Vehicle: A self propelled, electric powered, four (4) wheeled motor vehicle (or a self propelled, gasoline powered, 4 wheeled motor vehicle with an engine displacement under 1,200 cubic centimeters) that is capable of attaining in one mile a speed of more than twenty (20) miles per hour (mph), but not more than twenty-five mph, and which conforms to federal regulations under title 49 CFR part 571.500.

Nonhighway Vehicle: The following motor vehicles not specifically designed to be used on a public highway:

- a. Golf Cart
- b. Neighborhood Vehicle; and
- c. Recreational Off Highway Vehicle

Recreational Off Highway Vehicle: Any motorized off highway device designed to travel primarily "off highway", sixty four inches (64") or less in width, having a manufacturer's dry weight of two thousand (2,000) pounds or less, traveling on four (4) or more nonhighway tires, designed with a nonstraddle seat and a steering wheel for steering control, except such equipment as lawnmowers.

State Roads: Any road under the jurisdiction of the Illinois Department of Transportation. State roads include IL Route 102, IL Route 53, Interstate 55, and frontage roads.

Township Roads: Any road under the jurisdiction of a Township road district.

74.02 Operating Requirements

Except as otherwise provided in this chapter, it shall be lawful for a person to drive or operate a nonhighway vehicle upon any roadway in the City of Wilmington.

- (A) No non-highway vehicle shall be driven or operated upon any roadway in the City of Wilmington with a speed limit greater than thirty-five (35) miles per hour. Provided, however, a nonhighway vehicle may cross a roadway at an intersection where the roadway to be crossed has a posted speed limit of more than thirty-five (35) miles per hour.
- (B) No person shall drive or operate a nonhighway vehicle upon any roadway in the City of Wilmington without a valid Illinois driver's license issued in his or her name by the Illinois Secretary of State.
- (C) No person operating a nonhighway vehicle shall make a direct crossing upon or across any highway under the jurisdiction of the State of Illinois, toll road, interstate highway, or controlled access highway unless at an intersection controlled by a traffic light or a four-way stop sign and the speed limit of the highway to be crossed is thirty (35) miles per hour or less at the place of crossing.
- (D) No non-highway vehicle shall be driven or operated on any roadway not exclusively under the jurisdiction of the city of Wilmington unless the City and the unit of local government with concurrent jurisdiction authorize the same.
- (E) No all-terrain vehicles, as defined by section 1-101.8 of the Illinois Vehicle Code, or off highway motorcycles as defined by section 1-153.1 of the Illinois Vehicle Code, shall be driven or operated on any roadway in the City of Wilmington.
- (F) A person who drives or is in actual physical control of the nonhighway vehicle or golf cart while under the influence is subject to ILCS Ch. 625, Act 5, sections 11-500 through 11-502, and applicable local ordinances.
- (G) Non-highway vehicles or golf carts may not be operated on sidewalks or other public property not accessible to or authorized for vehicular traffic.

74.03 Condition of Non-highway Vehicles.

No nonhighway vehicle may be operated on any roadway in the City of Wilmington, unless at a minimum, it has the following: brakes, a steering apparatus, tires, a rearview mirror, red reflectors in the front and rear, a slow moving emblem (as required of other vehicles in Section 12-709 of the Illinois Vehicle Code) on the rear of the nonhighway vehicle, a headlight that emits a white light visible from a distance of five hundred (500) feet to the front, a tail lamp that emits a red light visible from at least one hundred (100) feet to the rear, brake lights and turn signals. All nonhighway vehicles shall have their headlights and tail lamps illuminated when driven or operated upon a roadway in the City of Wilmington as required by section 12-201 of the Illinois Vehicle Code.

74.04 Mandatory Insurance.

Any person who operates a nonhighway vehicle on a street, roadway, or public alleyway shall be subject to the mandatory insurance requirements under Article VI of Chapter 7 of the Illinois Vehicle Code.

74.05 Registration Required.

It shall be unlawful for a person to drive or operate a nonhighway vehicle (excluding neighborhood vehicles that are required by the Secretary of State to register with the State of Illinois) upon any roadway in the City of Wilmington that is not registered with the Wilmington Police Department, or that does not have displayed conspicuously on the rear of said nonhighway vehicle, a corresponding current registration number placard/sticker.

- (A) Upon the adoption of this ordinance, and annually thereafter, all owners of nonhighway vehicles shall apply to register their nonhighway vehicles with the Wilmington Police Department by fully and truthfully completing a nonhighway vehicle registration application. In order to be registered, the nonhighway vehicle shall be subject to inspection by the Wilmington Police Department.
- (B) Non-highway vehicle registration and the corresponding placard/sticker shall be valid for a period of June 1 of the current calendar year through May 31 of the following calendar year.
- (C) A nonrefundable registration fee of twenty-five dollars (\$25.00) shall be paid by the owner at the time of application for registration.
- (D) Registration shall be subject to revocation in the event the Wilmington Police Department determines the applicable insurance policy for the nonhighway vehicle has been revoked, has lapsed or is otherwise invalid.
- (E) All owners of non-highway vehicles registered with the Wilmington Police Department will be issued a corresponding registration number placard/sticker, which shall be affixed and remain conspicuously visible on the rear of said nonhighway vehicle.

74.06 Capacity Limitations.

It shall be unlawful for any person to drive or operate a nonhighway vehicle upon any roadway within the city of Wilmington while transporting or carrying more occupants than the nonhighway vehicle is designed to transport or carry as determined by the number of permanent individual seats provide in the nonhighway vehicle.

74.07 Penalty.

Any person found to be in violation of this ordinance shall be subject to a fine of not less than \$75.00, and not more than \$750.00. A separate offense shall be deemed committed on each day during and on which a violation occurs or continues.ö

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY

This Ordinance and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs, provisions and sections and parts of phrases, clauses, sentences, paragraph, provisions, and section not ruled void or unconstitutional shall continue in full force and effect.

SECTION 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 October, 2017 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

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

Approved this _____ day of October, 2017



Engineer's Report

September 2017

Project	Status	Anticipated Date Start / End	Contractor	Project Limits	Notes
HIGH SPEED RAIL					
Kankakee River Bridge	Project Awarded	March, 2017	Illinois Contractors	East of North Water Street to west side of Kankakee River	Temporary bridge installation completed. Steel bridge beam installation has begun.
N. Kankakee Street	Project Awarded	Spring, 2017	Illinois Contractors	Canal Street to Chicago Street	No updates.
First Street	Project Awarded	Spring, 2017	Illinois Contractors	South of Davy Lane to south side of private entrance. (270' total). Approximately 215' down Railroad Street	No updates.
N. Water Street	Project Awarded	Spring, 2017	Illinois Contractors	South of railroad crossing to Rte 53	Temporary bridge installation completed. Steel bridge beam installation has begun.
Stripmine Road / Route 53	Project Awarded	Summer, 2017	"D" Construction	West entrance to Berkot's south on Rte 53 approximately 1,100' and west on Stripmine	Parkway restoration underway. Signal and roadway improvements completed.
Coal City Road / Route 53	Project Awarded	Fall, 2017	"D" Construction	1,500' south of Coal City Road intersection and 1,600' north of the intersection.	Intersection closed. Subbase of Coal City Road extending out to Route 53 is being constructed.
HSR - CITY UTILITY CONFLICTS					
Project Description					
Conflict # 141: Kankakee River Drive	Plans Approved	Spring, 2017	TBD	Filling abandoned 10" watermain along north side of KRD	Completed
Conflict # 142 & 145: Kankakee River Drive	Plans Approved	Spring, 2017	TBD	Filling abandoned 12" watermain along north side of KRD and realign/lower existing 16" watermain that is in conflict with the proposed ditch improvements	Completed
Conflict # 176C: Forked Creek Watermain	Plans Approved	Spring, 2017	Austin-Tyler	Realign and bury with concrete in the creekbed a 12" watermain that is in conflict with a proposed bridge pier	Completed
Conflict # 179 & 180: Kankakee Street	Plans Approved	Spring, 2017	TBD	Filling an abandoned 4" watermain on the east side of Kankakee Street and extending the 24" casing on the west side	No updates.
Conflict # 188: First Street	Plans Approved	Spring, 2017	TBD	Extend existing sewer casing or bore new casing and realign new sewer main on east side of First Street	No updates.
Conflict # 193 & 195: First Street	Plans Approved	Spring, 2017	TBD	Realigning 8" and 12" watermains to east side then across the tracks in a 36" casing	No updates.
CITY					
Rte 53 and S. Arsenal Road	Construction	Spring, 2017	Austin-Tyler	Intersection of Rte 53 and S. Arsenal Road	Surface course has been placed in SAR. Parkway restoration is underway. Remaining items include street lights, permanent traffic signals and final
Rte 53 and Peotone Road	Bid Award	Spring, 2017	Austin-Tyler	Intersection of Rte 53 and Wilmington-Peotone Road	City awaiting approval of amended EDP Agreement from IDOT.



MEMORANDUM

TO: Roy Strong, Mayor
Alderman Larry Hall
Alderman John Persic
Alderman Frank Studer
Alderman Fran Tudor

Alderman Steve Evans
Alderman Kevin Kirwin
Alderman Kirby Hall
Alderman Lisa Butler
City Attorney George Mahoney

FR: Frank Koehler, Interim City Administrator

DT: Thursday, September 14, 2017

RE: **ADMINISTRATOR'S REPORT**

KANKAKEE RIVER WATER TRAIL

Efforts are on-going for the creation of an organization that will serve as an Umbrella Agency to promote awareness-advocacy-safety along the Kankakee River, and to promote its designation as a National River Water Trail. The next meeting of the group is scheduled for Thursday, September 14th, at 7 PM at Camp Shaw, Route 102 and 6000 W. Road, Manteno/Kankakee County. All are invited to attend. It is anticipated that by-laws will be adopted, and a Board of Directors elected.

A comparable organization is in place west of Freeport – Friends of the Pecatonica River Foundation. Their next regular meeting is scheduled for Thursday, September 21st in Lena, IL. Representatives from the Kankakee River group will be attending to see what initiatives can be brought back for consideration. This group successfully obtained a grant from the National Park Service to study potential access improvements along the Pecatonica River. Similar initiatives are anticipated for the Kankakee River Group.

I would like to extend thank you's to representatives from Congressman Robin Kelly's office and Congressman Adam Kinzinger's office for their help in this matter.

DEVELOPER OUTREACH

Working with a real estate broker and developer as to a possible location in Wilmington for a fast food facility. Have provided broker with information as to possible sites and ownership thereof.

IDOT – I-55

IDOT will be hosting a public outreach workshop Thursday, September 14th, 4-7 PM at Joliet Junior College to discuss potential improvements to I-55 from Route 52/Shorewood south to I-80.

ILLINOIS MUNICIPAL LEAGUE

The Annual IML Conference begins on Thursday, September 21st in Chicago. Participants can purchase single day tickets to attend. I would highly recommend Council members consider attending and avail themselves of information from the educational workshops and vendors in the exhibit hall

WILMINGTON ROTARY

The Wilmington Rotary is moving forward with plans to develop an accessible/inclusive playground in Memorial Park. A community meeting was held on Tuesday evening, August 29th to formally announce the initiative.

COMMUNITY FOUNDATION

As part of the Rotary Club's effort, discussions have been taking place with the Community Foundation of Will County to perhaps partner with Rotary in the processing of donations towards the Rotary park initiative. This partnership could facilitate other community based improvements within the Wilmington area.

ICSC

On Wednesday and Thursday, September 27th and 28th, ICSC will be hosting its annual Deal Making event in Chicago which provides for networking and meeting opportunities for retailers and municipalities in the Metropolitan area. Upwards of 700 people normally attend this event. This is a great opportunity to meet with developers and retailers to promote development within the City of Wilmington.

ITEP GRANT

Now that the State has a new budget, a new round of ITEP Grants has been announced. On Tuesday, August 22nd, I met with Colby Zemaitis to review the grant protocol and determine if there are any projects that might be of assistance to the City of Wilmington. Colby will be following up on this.

ON GOING MEETINGS

Weekly phone meetings continue to take place on Friday's concerning finalization of the **Buck Ditch** easements. Bi-weekly meetings are held at the construction trailer in **Ridgeport Logistics Park** to discuss on-going development and construction activities within the Park.

FAREWELL

As Tuesday evening will be my last City Council meeting, I would like to thank the City for the opportunity to be of service to the residents of the City of Wilmington. I know the City faces a myriad of challenges in the coming months, and I wish you well.

Should you have any questions on these or other items, please do not hesitate to call.

Thank you.

FJK/