

Due to the outbreak of COVID-19, the City of Wilmington is permitting, but discouraging, in-person attendance at City meetings. Those attending the meeting will be required to wear a mask which covers the nose & mouth and comply with social distancing requirements. Meeting room occupancy is limited so some may not be permitted to physically attend. However, attendance will also be allowed by phone or video conference.

The public may listen to the meeting and provide public comment during the designated public comment portion of the agenda by calling +1 312 626 6799 and then entering the following Meeting Number: 843 9766 6969 and then the following Password: 512952

Or the public may attend and provide comment via video conference by visiting this web site: <https://us02web.zoom.us/j/84397666969?pwd=QVhZOE55ZGc4UW1QSnp5U0lGK2ovZz09> and then entering Meeting Number: 843 9766 6969 and then Password: 512952



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

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
March 16, 2021  
7:00 p.m.**

**I. Call to Order**

**II. Pledge of Allegiance**

<b>III. Roll Call by City Clerk</b>	John Persic, Jr.	Kevin Kirwin
	Floyd Combes	Dennis Vice
	Lisa Butler	Ben Dietz
	Frank Studer	Todd Holmes

**IV. Approval of the March 2, 2021 Regular City Council Meeting**

**V. Mayor's Report**

**VI. Public Comment**

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

*Posting Date:  
03/12/2021 TK*

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

1. Approve the Recommendation of the Planning and Zoning Commission to Approve the Site Plan submitted by ADAR for the construction of a new spec building at ELP 55 – Building VI, pending final engineer review
2. Approve Ordinance No. 21-03-16-01 – An Ordinance Approving a Preliminary and Final Site Plan – Spec Building VI
3. The next scheduled meeting is Thursday, April 8, 2021 at 5:00 p.m.

## **VIII. Committee Reports**

### **A. Police & ESDA Committee**

*Co-Chairs – Frank Studer & Lisa Butler*

1. Approve the Quote from A Beep LLC for Ten Pagers for ESDA in the amount not to exceed \$6,702.50
2. The next scheduled meeting is Tuesday, April 13, 2021 at 5:30 p.m.

### **B. Ordinance & License Committee**

*Co-Chairs – Floyd Combes & Dennis Vice*

1. Approve Ordinance No. 21-03-16-02 – An Ordinance Amending the City of Wilmington Public Safety Employees Benefits (PSEBA) Ordinance to Repeal Definitions
2. The next scheduled meeting is Tuesday, April 13, 2021 at 6:00 p.m.

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

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

1. Approve the Proposal submitted by Homewood Disposal Services for Municipal Solid Waste, Recycling and Landscape Waste Collection Services
2. The next scheduled meeting is Wednesday, April 14, 2021 at 5:30 p.m.

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

*Co-Chairs – Frank Studer & Kevin Kirwin*

1. Approve Quotes (25026 & 25027) from Subsurface Solutions for Locator and Geode Mount in the amount not to exceed \$11,373.00

2. Approve Quote from Layne for a Submersible Pump in the amount not to exceed \$5,061.00
3. The next scheduled meeting is Wednesday, April 14, 2021 at 6:00 p.m.

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

1. Approve the Accounting Reports as prepared by the Finance Director
2. Approve Ordinance No. 21-03-16-03 - An Ordinance Approving the Execution of Certain Documents in Connection with the Assignment of Supplemental TIF Note I and the Assignment and Assumption of Certain Obligations Under the Amended and Restated Redevelopment Agreement and Related Agreements
3. Approve the Quote from Sikich for the Wilmington Police Pension Fund Audit in the Amount not to Exceed \$6,100
4. The next scheduled meeting is Tuesday, April 20, 2021 at 6:30 p.m.

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

1. Approve Ordinance No. 21-03-16-04 – An Ordinance Adopting a Collective Bargaining Agreement Between the City of Wilmington and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 1909
2. Approve the Hire of Jacquelynn Popplewell as Part-Time Fiscal Clerk at City Hall as classified in the American Federal of State, County and Municipal Employees Collective Bargaining Agreement

**IX. Attorney & Staff Reports**

**X. Adjournment**

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
March 2, 2021**

**Call to Order**

The Regular Meeting of the Wilmington City Council on March 2<sup>nd</sup>, 2021 was called to order at 7:00 p.m. by Mayor Strong in the Council Chamber of the Wilmington City Hall.

**Roll Call**

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

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

**Aldermen Absent** Holmes

**Quorum**

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

**Other Officials in Attendance**

Also, in attendance were the City Administrator Joie Ziller, Chief of Police Phillip Arnold, , Executive Secretary Tessa Krusinski, and City Attorney Bryan Wellner

**Approval of the February 16, 2021 Regular City Council Meeting Minutes**

Alderman Studer made a motion and Alderman Combes seconded to approve the February 16<sup>th</sup>, 2021 meeting minutes as amended and have them placed on file.

Upon roll call, the vote was:

**AYES:**     7 Persic, Kirwin, Vice, Combes, Butler, Dietz, Studer

**NAYS:**     0

**ABSENT:** 1 Holmes

The motion carried.

**Mayor’s Report**

Mayor Strong discussed the three accidents that occurred the weekend before in Wilmington.

**Public Comment**

Ryan Jeffries asked about having a lighthouse installed at the dam.

John Persic Jr. reported on the Lion’s Club proceeds from the 2020 Christmas Walk, thanked the Wilmington residents for contributing, and informed where the money has been donated to.

**Planning & Zoning Commission**

Alderman Vice made a motion and Alderman Butler seconded to approve the 2021 Zoning Map.

Upon roll call, the vote was:

**AYES:** 7 Persic, Kirwin, Vice, Combes, Butler, Dietz, Studer

**NAYS:** 0

**ABSENT:** 1 Holmes

The motion carried.

The next meeting is scheduled for Thursday, March 11<sup>th</sup>, 2021 at 5:00 p.m.

### **Committee Reports**

#### **Police & ESDA Committee**

The next scheduled meeting is Tuesday, March 9, 2021 at 5:30 p.m.

#### **Ordinance & License Committee**

The next scheduled meeting is Tuesday, March 9<sup>th</sup>, 2021 at 6:00 p.m.

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

The next scheduled meeting is Wednesday, March 10<sup>th</sup>, 2021 at 5:30 p.m.

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

The next scheduled meeting is Wednesday, March 10<sup>th</sup>, 2021 at 6:00 p.m.

#### **Finance, Administration & Land Acquisition Committee**

Alderman Dietz made a motion and Alderman Studer seconded to approve the accounting reports as prepared by the Finance Director in the amount of \$331,639.47

Upon roll call, the vote was:

**AYES:** 7 Persic, Kirwin, Vice, Combes, Butler, Dietz, Studer

**NAYS:** 0

**ABSENT:** 1 Holmes

The motion carried.

The next scheduled meeting is Tuesday, March 16, 2021 at 6:00 p.m.

#### **Personnel & Collective Bargaining Committee**

Nothing at this time.

### **Attorney & Staff Reports**

City Attorney Wellner discussed what was included in the Criminal Justice Reform Bill.

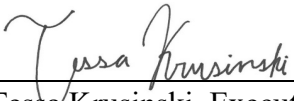
Police Chief Arnold informed the Council about the new changes that will begin due to the passing of the Criminal Justice Reform Bill.

City of Administrator Ziller discussed that she would begin working directly with IDOT to get more Route 66 signage in the City.

**Adjournment**

Motion to adjourn the meeting made by Alderman Butler and seconded by Alderman Studer. Upon the voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on March 2<sup>nd</sup>, 2021 adjourned at 7:18 p.m.

Respectfully submitted,



Tessa Krusinski, Executive Secretary

**ORDINANCE NO. 21-03-16-01**

**AN ORDINANCE APPROVING A  
PRELIMINARY AND FINAL SITE PLAN  
(Spec Building VI)**

BE IT ORDAINED by the Mayor and City Council, of the City of Wilmington, Will County, Illinois as follows:

**SECTION 1.** That the Preliminary and Final Site Plan for the property located west of Graaskamp Boulevard and north of Murphy Road and attached hereto and marked as Exhibit A be and is hereby approved by the City.

**SECTION 2. 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 3. 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 4. 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 16<sup>th</sup> day of March, 2021 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

Kevin Kirwin \_\_\_\_\_  
Dennis Vice \_\_\_\_\_  
Ben Dietz \_\_\_\_\_  
Todd Holmes \_\_\_\_\_

John Persic, Jr. \_\_\_\_\_  
Floyd Combes \_\_\_\_\_  
Lisa Butler \_\_\_\_\_  
Frank Studer \_\_\_\_\_

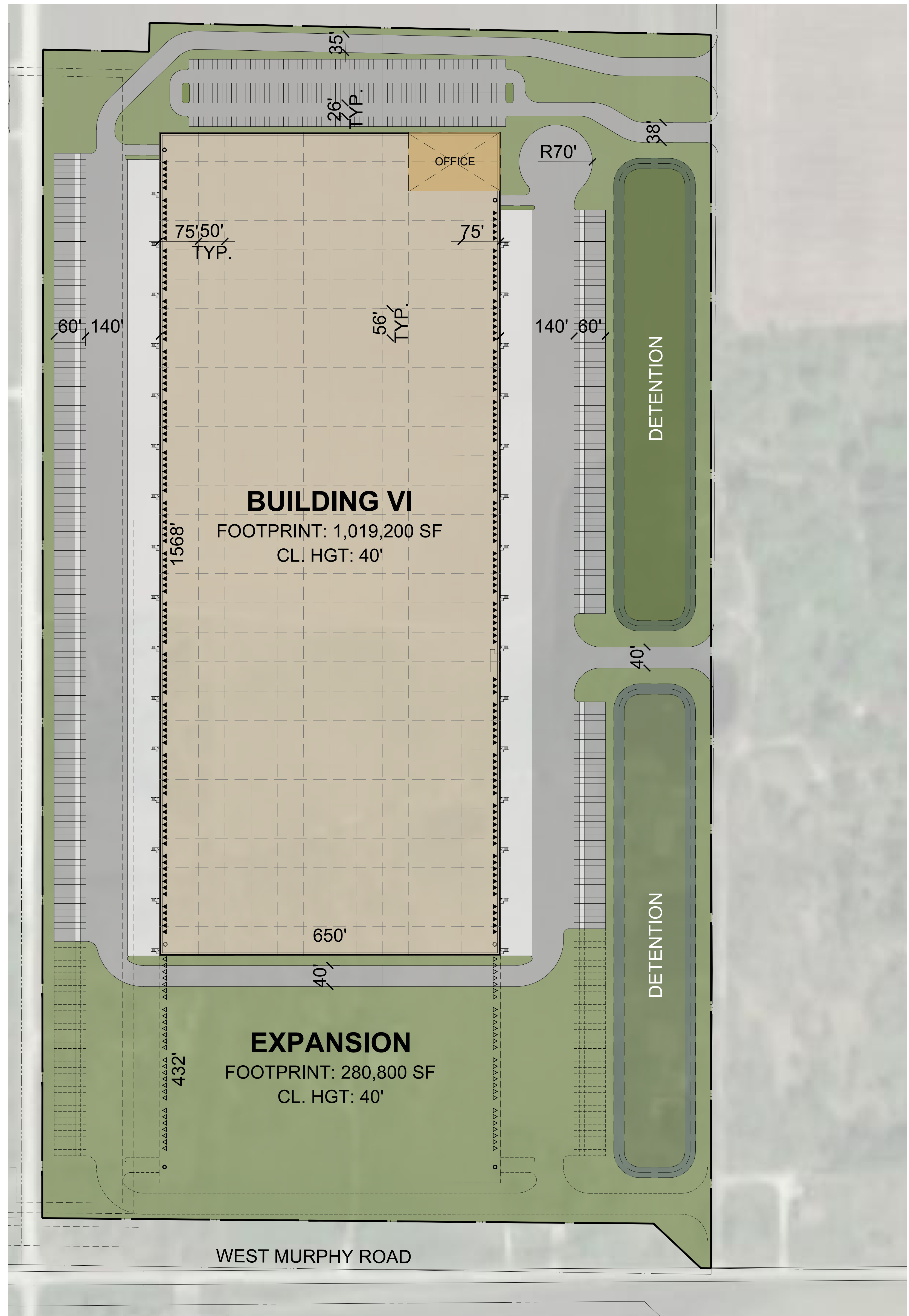
Approved this 16<sup>th</sup> day of March, 2021

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

Attest:

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





PROJECT DATA:	
SITE 2 AREA:	
GROSS:	66.24 AC 2,885,448 SF
DETENTION:	@ 10% 281,883 SF
NET:	59.77 AC 2,603,565 SF
BUILDING FOOTPRINT:	
BUILDING VI	1,019,200 SF
EXPANSION	280,800 SF
TOTAL FOOTPRINT:	1,300,000 SF
BUILDING USE:	
WAREHOUSE	1,280,400 SF
OFFICE	@ 2% 19,600 SF
COVERAGE:	
GROSS:	45%
NET:	50%
PARKING PROVIDED:	
AUTO:	268 STALLS @0.21/1000 SF
REQ. ACCESSIBLE	7 STALLS
TRAILER:	225 STALLS
FUTURE TRAILER:	70 STALLS
TRUCK DOCKS:	
<b>BUILDING VI</b>	
▲ DOCK-HIGH DOORS	205
● GRADE-LEVEL DOORS	2
<b>EXPANSION</b>	
▲ FUTURE DOCK-HIGH DOORS	56
● FUTURE GRADE-LEVEL	4

DEVELOPMENT STANDARDS:	
ZONING:	IS 1
MAX. F.A.R.:	
MAX. COVERAGE:	60%
MAX. HEIGHT:	n/a 4
BUILDING SETBACKS:	
FRONT:	50 FT
SIDE:	30 FT
REAR:	30 FT
LANDSCAPE SETBACKS:	
FRONT:	35 FT
SIDE:	10 FT 2
REAR:	10 FT
LANDSCAPE REQ.:	
OFF-STREET PARKING:	
STANDARD:	9X19
COMPACT:	7.5X15
COMPACT %:	20%
DRIVE AISLE:	24 FT
FIRE LANE:	
OVERHANG:	
TREE WELL:	
REQ. PARKING RATIO BY USE:	
WAREHOUSE:	1/emp 5
MANUF	1/emp 5
OFFICE:	1/emp 5

NOTES:

1 [https://library.municode.com/il/wilmington/codes/code\\_of\\_ordinances?nodeId=TITVLAUS\\_CH150200\\_R\\_ARTS20DIRE\\_150.68ASCPLUNDI](https://library.municode.com/il/wilmington/codes/code_of_ordinances?nodeId=TITVLAUS_CH150200_R_ARTS20DIRE_150.68ASCPLUNDI)

2 20'-0" for Side Yard adjacent to Street.

3 Trailer Parking or Dock Pavement:

Front and corner side yard - 50'-0"  
Side Yard - 10'-0"  
Side Yard Adjacent to a street - 20'-0"  
Rear Yard - 10'-0"

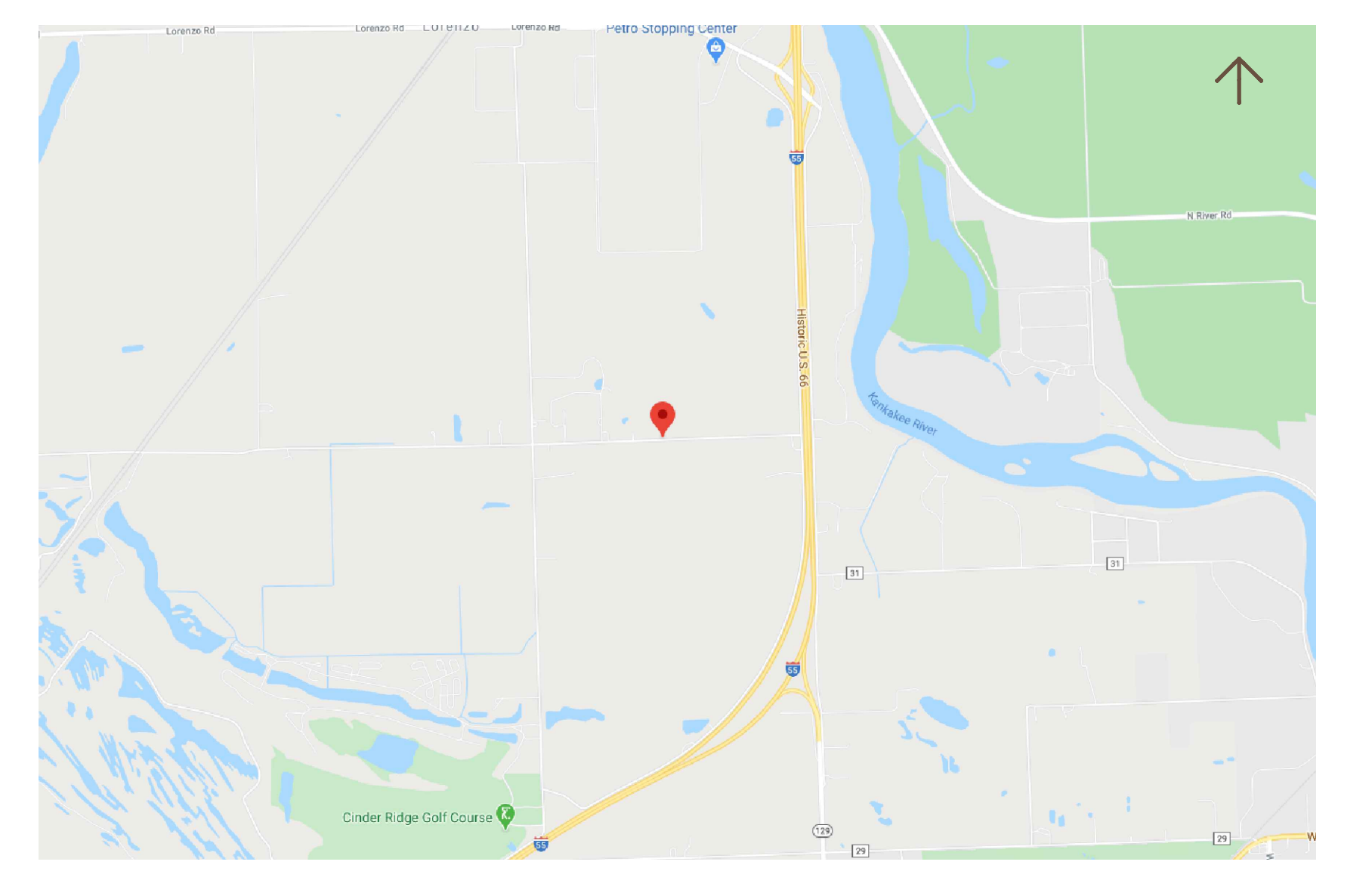
4 Building height shall not be limited. Except, however, if a building height exceeds 50 feet, the front yard setback shall be increased by one foot for each additional three feet of building height with a maximum front yard setback of 100 feet. Notwithstanding the foregoing, no building height can exceed 50 feet when it is within 300 feet of property zoned or used for residential purposes.

5 1 space for every employee on the maximum shift plus one space for every vehicle customarily used in the operation of the use or stored on the premises.

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Stormwater Management Design: AVERAGE REGIONAL REQUIRED PROVIDED

Boundary Source: GIS MAP & AERIAL IMAGE





**ORDINANCE NO. 21-03-16-02**

**AN ORDINANCE AMENDING THE CITY OF WILMINGTON PUBLIC SAFETY  
EMPLOYEES BENEFITS ACT (PSEBA) ORDINANCE  
TO REPEAL DEFINITIONS**

**WHEREAS**, the legislature granted non-home rule municipalities the broad authority to pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities (65 ILCS 5/1-2-1); and

**WHEREAS**, the Public Safety Employee Benefits Act (“PSEBA” or “Act”) was enacted in 1997 to provide free health insurance benefits when a “full-time law enforcement, correctional or correctional probation officer, or firefighter, who . . . suffers a catastrophic injury or is killed in the line of duty” (820 ILCS 320/10(a)); and

**WHEREAS**, In *Englum v. The City of Charleston*, 2017 IL App (4<sup>th</sup>) 160747 (2017), the Court found that non-home rule municipalities have the authority to enact an ordinance establishing a local administrative procedure to determine eligibility for PSEBA benefits; and

**WHEREAS**, the City has the authority to establish this administrative procedure pursuant to the Illinois Municipal Code including 65 ILCS 5/10-4-1 and 65 ILCS 5/1-2-1; and

**WHEREAS**, on March 5, 2019, the City passed Ordinance No. 19-03-05-02, An Ordinance Amending the City of Wilmington Public Safety Employees Benefits Act (PSEBA) Act;

**WHEREAS**, within the Ordinance No. 19-03-05-02, the City defined certain terms not defined within the PSEBA Act to provide clarification as to qualification for benefits;

**WHEREAS**, In *International Association of Fire Fighters, Local 50 v. the City of Peoria*, 2021 IL App (3d) 190758 (2021), the Court found that certain definitions were inconsistent with the substantive requirements of the Act and the City’s ordinance was not valid exercise of municipal home rule authority;

**WHEREAS**, the City finds it in the best interest of the Corporate Authorities to repeal Section 47.02 Definitions from Chapter 47 Public Safety Employee Benefits.

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

**SECTION 1: SECTION 47.02 REPEALED**

That Section 47.02 of Chapter 47 Public Safety Employee Benefits of the Code of Ordinances for the City of Wilmington is hereby repealed.

**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 from and after its passage, approval and publication as provided by law.

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021

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

Attest:

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

**Cost of Service Charged to the City per month, per household**

**Year 1 (05/01/2021-04/30/2022) per month \$ 37,412.50 per household \$ 20.50**

**Year 2 (05/01/2022-04/30/2023) per month \$ 41,719.50 per household \$ 22.86**

**Year 3 (05/01/2023-04/30/2024) per month \$ 42,960.50 per household \$ 23.54**

**Year 4 (05/01/2024-04/30/2025) per month \$ 44,256.25 per household \$ 24.25**

**Year 5 (05/01/2025-04/30/2026) per month \$ 45,570.25 per household \$ 24.97**

Company: Homewood Disposal Services, Inc.

Address: 1501 W. 175th Street

City, State, Zip: Homewood, IL 60430

Telephone: 708/798-1004 x237 Email: fhillegonds@mydisposal.com

By:  Frank Hillegonds  
Signature Printed Name

Municipal Affairs Manager February 18, 2021  
Title Date

**ALTERNATE PROPOSAL – EVERY OTHER WEEK RECYCLING COLLECTION**

**Cost of Service Charged to the City per month, per household**

Year 1 (05/01/2021-04/30/2022) per month \$ 35,587.50 per household \$ 19.50

Year 2 (05/01/2022-04/30/2023) per month \$ 39,894.50 per household \$ 21.86

Year 3 (05/01/2023-04/30/2024) per month \$ 41,135.50 per household \$ 22.54

Year 4 (05/01/2024-04/30/2025) per month \$ 42,431.25 per household \$ 23.25

Year 5 (05/01/2025-04/30/2026) per month \$ 43,745.25 per household \$ 23.97

Company: Homewood Disposal Services, Inc.

Address: 1501 W. 175th Street

City, State, Zip: Homewood, IL 60430

Telephone: 708-798-1004 x237 Email: fhilllegonds@mydisposal.com

By:  Frank Hillegonds

Signature Printed Name

Municipal Affairs Manager February 18, 2021

Title Date



**Subsurface Solutions**  
www.SubsurfaceSolutions.com

**QUOTE 25026**

**Attention to: Ryan Foster**

**Valid Till** Apr 30, 2021  
**Sales Person** David Shelley  
**Phone**  
**Email** david@subsurfacesolutions.com

**Bill To**  
 City of Wilmington IL  
 1165 S. Water St.,  
 Wilmington,IL,60481-1671

**Ship To**  
 City of Wilmington IL  
 1165 S. Water St.,

Item & Description	List Price	Qty	Total
<b>Geode and Phone - Locator Mount</b> Geode and Phone - Locator Mount Radiodetection Locator Ram Mount Assembly  Phone Holder and Geode Mount  Includes...  - 3 mid size arms - "T" - coupler - RD Mount - Phone holder - Geode Mount	\$ 397.00	1	Discount -\$ 0.00 \$ 397.00
<b>Geode GNS2 Multi-GNSS GPS-28355</b> Geode GNS2 Receiver - Accuracy using multiple correction sources that provide precise, real-time data Works with Windows, Android, and Apple IOS (refer to product spec sheet for specific Apple device compatability list)  • Receiver Type: GNSS single frequency with carrier phase tracking • Signals Received: GPS, SBAS, GLONASS, BeiDou, GALILEO and QZSS 1 • Channels: 162 • SBAS Tracking: 3-channel parallel tracking • Update Rate: 1 Hz standard, 2–10 Hz (optional) • Accuracy: SBAS (WAAS): <30 cm Horizontal RMS (<60 cm 2DRMS) 2 • Cold Start: <60 sec typical (no almanac) • Reacquisition: <1 sec • Bluetooth® 4.0 SPP, iAP2, EAP Ports: Micro USB Client 2.0; Serial RS232C DB-9 (optional) • Input Voltage: 5VDC @ 2A USB • Power Consumption: 1.7–2 W nominal • Overtime Technology™ Battery: 3.6V 6000 mAh Li-ion (10 hours) • Charging Time: Less than 4 hours • Accessories: 5VDC USB Universal Charger, USB Data/Charging Cable (USB-A to Micro-B), 5/8 x 11 Pole Mount Adapter • Dimensions: 4.4 x 4.4 x 1.7 inch (111 x 111 x 43 mm) • Weight: 0.8 lb (360 g)	\$ 2,325.00	1	Discount -\$ 0.00 \$ 2,325.00

**Sub Total** \$ 2,722.00  
**Tax** \$ 0.00 Not Configured

**Contact me if you have questions**  
 Thank You,  
  
 David Shelley  
 815-474-0064  
 david@subsurfacesolutions.com

**Grand Total** \$ 2,722.00

**Terms & Conditions** - Pricing may not include local or state sales tax, freight or other shipping charges that will be paid by the customer. Please contact us if you need exact freight and tax charges at 402-990-9454. Pricing is valid for 10 days unless otherwise noted. All orders Prepay, COD, credit card or Net 30 if qualified. We accept all major Credit Cards. Lead time on most equipment is 3-10 days. Radiodetection RD7100 & RD8100 are warranted for 3 years after registration & Schonstedt units 7 years, most other equipment is a 1 year warranty. Free training on equipment over \$3000.



**Subsurface Solutions**  
www.SubsurfaceSolutions.com

**QUOTE 25027**

**Attention to: Ryan Foster**

**Valid Till** Apr 30, 2021  
**Sales Person** David Shelley  
**Phone**  
**Email** david@subsurfacesolutions.com

**Bill To**  
City of Wilmington IL  
1165 S. Water St.,  
Wilmington,IL,60481-1671

**Ship To**  
City of Wilmington IL  
1165 S. Water St.,

Item & Description	List Price	Qty	Total
<b>RD8200 10W iLoc Kit</b> 10/RD8200 10B Kit 2021 Radiodetection RD8200 and 10 Watt Transmitter with iLoc Kit includes: - 20+ active frequencies from 256Hz to 200kHz, Power, Radio & CPS frequencies - 5 custom user frequencies - 512Hz, 640Hz, 8kHz, 33kHz Sonde frequencies - Guidance Mode, Peak Mode, Null Mode & Peak Plus - Fault Find mode (A-frame compatible) - Auto digital depth with over 50ft range, Directional compass, Current measurement - Enhanced Power mode with Power filters and depth - Dynamic Overload Protection auto-filtering - USB port for free updates, Bluetooth 2.0 and 5.0 BLE for communicating to external devices - Enhanced Self Test, eCal calibration - Enhanced Volume (Vol 0-5 and high low audio freq) - Swing Warning - 10 Watt Transmitter (up to 500ma, 90 volts) - iLoc (Bluetooth communicaiton with locator to transmitter) - direct connect, induction, and ring clamp functionality - set of direct connect leads - 32ft extension cable spool - Hi strength magnet with M4 Eyebolt - Locator soft carry bag - Transmitter comes standard for use with 8 D-Cell batteries - Receiver comes standard for use with 2 D-Cell batteries - 3 Year Warranty after registration & much more...	\$ 7,437.00	1	Discount -\$ 0.00 \$ 7,437.00
<b>RX BATPACK-LION</b> 10/RX-MBATPACK-LION-K 2021 Li-Ion rechargeable battery for RD7100/RD8100 series receivers with AC charger	\$ 407.00	1	Discount -\$ 0.00 \$ 407.00
<b>TX BATT PACK (AC/DC Charger)</b> 10/TX-MABATPACK-LION-K 2021 Li-Ion rechargeable transmitter battery full kit (Includes mains and automotive charger)	\$ 722.00	1	Discount -\$ 0.00 \$ 722.00
<b>Freight (estimated)</b> (Freight (GPS kit))	\$ 85.00	1	Discount -\$ 0.00 \$ 85.00

**Sub Total** \$ 8,651.00  
**Tax** \$ 0.00 Not Configured

**Contact me if you have questions**

Thank You,  
  
David Shelley  
815-474-0064  
david@subsurfacesolutions.com

**Grand Total** \$ 8,651.00

**Terms & Conditions** - Pricing may not include local or state sales tax, freight or other shipping charges that will be paid by the customer. Please contact us if you need exact freight and tax charges at 402-990-9454. Pricing is valid for 10 days unless otherwise noted. All orders Prepay, COD, credit card or Net 30 if qualified. We accept all major Credit Cards. Lead time on most equipment is 3-10 days. Radiodetection RD7100 & RD8100 are warranted for 3 years after registration & Schonstedt units 7 years, most other equipment is a 1 year warranty. Free training on equipment over \$3000.





Jeff Stollhans  
P.O. Box 489  
229 W. Indiana Avenue  
Beecher, IL 60401  
708.946.2244  
graniteconstruction.com

March 4, 2021

Mr. Ryan Foster  
City of Wilmington IL  
114 N. Main St  
Wilmington, IL. 60481

Re: WTP SUBMERSIBLE – PUMP & MOTOR COST ONLY

Dear Ryan:

Per your request, we wish to submit our proposal to simply supply a replacement pump & motor which Layne installed at the WTP in September 2011. This proposal does not include a replacement motor shroud, 3" drop pipe or electrical cable.

The pump & motor listed in our proposal is typically in stock at a local vender and we can provide them within 3-4 working days of approval.

<b>Materials:</b>	\$2,346.00
• 20 HP Grundfos SST motor 3/2/60/460V-Includes motor shroud	
• Grundfos 230S200-6 SST Pump	\$2,715.00
<b>TOTAL ESTIMATED COST</b>	<b>\$5,061.00</b>

Layne's number one core value is safety. We feel that extreme attention to this standard sets us apart from others. As a publically owned company, Layne is also dedicated to the highest ethical standards, and the promotion of environmental, social and financial sustainability. You may visit <http://www.Layne.com/en/about/safety-and-sustainability.aspx> for more information on Laynes dedication to safety and sustainability.

***All Layne crews are members of Local 150 International Union of Operating Engineers and will be paid the appropriate Will County Prevailing Wages, per IDOL regulations. The City of Wilmington will be issued prevailing wage reports at the completion of the job. All Layne crew members assigned to this project are trained in the proper handling of Submersible pumping equipment.***

We thank you for the opportunity to present this proposal and look forward to assisting you with this project. It is always our goal to provide quality services in a safe, efficient, and professional manner, to your complete satisfaction. Should you have any questions, please do not hesitate to call me in our office 708-946-2244, my cell 779-701-7667 or by email [Jeff.Stollhans@gcinc.com](mailto:Jeff.Stollhans@gcinc.com). A signature would be required below to authorize this work.

Sincerely,

LAYNE CHRISTENSEN COMPANY

*Jeffrey R. Stollhans*

**Jeffrey R. Stollhans P.G**  
Senior Account Manager

Client Authorization 

Printed Name Bob Bland

Date 3/5/21

PO Layne RBB 03-05-21

**CITY OF WILMINGTON**

**ORDINANCE NO. 21-03-16-03**

**AN ORDINANCE APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ASSIGNMENT OF SUPPLEMENTAL TIF NOTE I AND THE ASSIGNMENT AND ASSUMPTION OF CERTAIN OBLIGATIONS UNDER THE AMENDED AND RESTATED REDEVELOPMENT AGREEMENT AND RELATED AGREEMENTS**

**WHEREAS**, on May 4, 2010, the City Council of the City of Wilmington (the “Corporate Authorities”) adopted Ordinance No. 10-05-04-06 approving a redevelopment plan and project prepared by Laube Companies (the “Redevelopment Plan and Project”) for an area consisting of 1,275 acres located at the southeast quadrant near the intersection of Interstate 55 and Lorenzo Road that are appropriate for industrial and commercial development and use as an Intermodal Terminal Facility Area (“Redevelopment Project Area”) as defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“Act”); and

**WHEREAS**, the Redevelopment Plan and Project, including the Redevelopment Project Area as provided therein, were the subject of (i) extensive consideration by a properly convened joint review board and (ii) a public hearing held in accordance with the Act; and

**WHEREAS**, on May 4, 2010, the Corporate Authorities adopted Ordinance No. 10-05-04-07 designating the Redevelopment Project Area as the Interstate 55 and Lorenzo Road Redevelopment Project Area pursuant to the Act; and

**WHEREAS**, on May 4, 2010, the Corporate Authorities adopted Ordinance No. 10-05-04-08 approving tax increment allocation financing for the Redevelopment Project Area to carry out the terms and conditions of the Redevelopment Plan and Project; and

**WHEREAS**, on May 18, 2010, the City of Wilmington (the “City”) entered into that certain Redevelopment Agreement with Ridgeport Development Services, LLC and Ridgeport Logistics Center I, LLC, as amended by (a) that certain First Amendment to Redevelopment

Agreement dated October 19, 2010 (the “First Amendment”), (b) that certain Second Amendment to Redevelopment Agreement dated August 24, 2011 (the “Second Amendment”), (c) that certain Third Amendment to Redevelopment Agreement dated July 17, 2012 (the “Third Amendment”), (d) that certain Fourth Amendment to Redevelopment Agreement dated February 2013 (the “Fourth Amendment”), (e) that certain Fifth Amendment to Redevelopment Agreement dated June 6, 2014 (the “Fifth Amendment”), (f) that certain Sixth Amendment to Redevelopment Agreement dated September 2, 2014 (the “Sixth Amendment”), (g) that certain Seventh Amendment to Redevelopment Agreement dated December 19, 2014 (the “Seventh Amendment”), (h) that certain Eighth Amendment to Redevelopment Agreement dated March 17, 2015 (the “Eighth Amendment”), (i) that certain Ninth Amendment to Redevelopment Agreement dated March 17, 2015 (the “Ninth Amendment”), (j) that certain Tenth Amendment to Redevelopment Agreement dated March 29, 2016 (the “Tenth Amendment”), (k) that certain Eleventh Amendment to Redevelopment Agreement dated April 26, 2016 (the “Eleventh Amendment”), (l) that certain Twelfth Amendment to Redevelopment Agreement dated September 2, 2016 (the “Twelfth Amendment”), (m) that certain Thirteenth Amendment to Redevelopment Agreement dated September 27, 2016 (the “Thirteenth Amendment”) and (n) that certain Fourteenth Amendment to Redevelopment Agreement dated February 10, 2017 (the “Fourteenth Amendment”), said Redevelopment Agreement being referred to herein as the “Original Redevelopment Agreement”); and

**WHEREAS**, the Original Redevelopment Agreement was amended and restated in full in that certain Amended and Restated Redevelopment Agreement dated as of January 3, 2018, which was amended by that certain First Amendment to Amended and Restated Redevelopment Agreement dated as of September 18, 2018 (collectively, the “Restated

Redevelopment Agreement”), between the City, Adar Ridgeport Industrial Partners, LLC, Ridgeport Partners I, LLC, Ridgeport Partners II, LLC, Batory Real Estate Holding, LLC, A-R Ridgeport II, LLC and Ridge Lego Partners, LLC (“Ridge Lego” or “New Owner I”), pursuant to Ordinance No. 18-09-18-01; and

**WHEREAS**, the Redevelopment Project Area was further amended by the “2016 Amendment to the Tax Increment Financing Redevelopment Plan & Project” for the Ridgeport Logistics Center Intermodal Terminal Facility Area (the “2016 Plan Amendment”), which was adopted pursuant to Ordinance No. 17-01-03-01 on January 3, 2017, and the “2019 Amendment to the Tax Increment Financing Redevelopment Plan & Project” for the Ridgeport Logistics Center Intermodal Terminal Facility Area (the “2019 Plan Amendment”), which was adopted pursuant to Ordinances Nos. 19-08-07-02, 19-08-07-03 and 19-08-07-04 on August 8, 2019; and

**WHEREAS**, the Original Redevelopment Agreement, as amended and restated by the Restated Redevelopment Agreement, the 2016 Plan Amendment and the 2019 Plan Amendment, is referred to herein as the “Redevelopment Agreement,” and capitalized terms used but not expressly defined herein shall have the meanings set forth in the Redevelopment Agreement; and

**WHEREAS**, Ridge Lego, as the owner of the New Owner I Parcel (the “Original Parcel”) and the New Owner I Expansion Parcel (the “Expansion Parcel” and, together with the Original Parcel, the “Parcels”), leased the Parcels to Michelin North America, Inc. (the “Tenant”) pursuant to the Lease Agreement dated June 6, 2014 by and between Ridge Lego and the Tenant; and

**WHEREAS**, Ridge Lego has sold the Parcels to US Logistics PropCo, LLC, a Delaware limited liability company (the “Purchaser”); and

**WHEREAS**, prior to the sale of the Parcels to the Purchaser, (i) the City issued its Taxable Tax Increment Allocation Revenue Note (Portion of Ridgeport Logistics Center Intermodal Facility Terminal Area Redevelopment Project) dated March 5, 2020 (the “TIF Note”), pursuant to the Redevelopment Agreement, in favor of Ridge Lego in order to finance TIF Eligible Expenses constituting Redevelopment Project Costs that were incurred with respect to the Expansion Parcel, and (ii) Ridge Lego assigned the TIF Note to the Tenant pursuant to the Assignment of Tax Increment Financing Payments Agreement dated as of February 3, 2021 (the “Assignment of Payments Agreement”) between Ridge Lego and the Tenant, which is attached hereto as Exhibit A; and

**WHEREAS**, in connection with the foregoing, the City has been requested to execute its consent to the Assignment of Payments Agreement in the form attached thereto (the “Consent to Assignment”); and

**WHEREAS**, Ridge Lego has requested that the City issue a replacement TIF Note, in the form attached hereto as Exhibit B (the “Replacement TIF Note”), registered in the name of the Tenant, in substitution for the original TIF Note, which will be surrendered to the City for cancellation; and

**WHEREAS**, pursuant to an Assignment and Assumption of Redevelopment Agreement, Development Agreement and Annexation Agreement (the “Assumption Agreement”), in the form attached hereto as Exhibit C, Ridge Lego has assigned to the Purchaser, and the Purchaser has assumed, all of Ridge Lego’s rights and obligations under (i) the Development Agreement (as defined therein), (ii) the Redevelopment Agreement, including Ridge Lego’s rights under the City’s Tax Increment Allocation Revenue Note (Portion of Ridgeport Logistics Center

Intermodal Facility Terminal Area Redevelopment Project) dated May 14, 2014, and (iii) the Annexation Agreement (as defined therein); and

**WHEREAS**, the City has been requested to execute its consent to the Assumption Agreement in the form attached thereto (the “Consent to Assumption”); and

**WHEREAS**, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the City to issue the Replacement TIF Note and to execute the Consent to Assignment and the Consent to Assumption;

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

**SECTION ONE. Recitals.** The foregoing recitals are by this reference incorporated into and made a part of this Ordinance as if fully set forth.

**SECTION TWO. Definitions.** Capitalized terms used but not expressly defined herein shall have the meanings set forth in the Redevelopment Agreement.

**SECTION THREE. Findings.** It is advisable, necessary, and in the best interests of the City that the City (i) issue the Replacement TIF Note in exchange for the original TIF Note and (ii) execute and deliver the Consent to Assignment and the Consent to Assumption.

**SECTION FOUR. Form of Consent to Assignment, Consent to Assumption and Replacement TIF Note.** The Consent to Assignment shall be in the form attached hereto as Exhibit A, the Replacement TIF Note shall be in substantially the form attached hereto as Exhibit B, and the Consent to Assumption shall be in the form attached hereto as Exhibit C.

**SECTION FIVE. Authorization of Consent to Assignment, Consent to Assumption and Replacement TIF Note; Further Actions.** The Mayor and the Deputy City Clerk of the City are hereby authorized to execute and deliver the Consent to Assignment, the

Consent to Assumption and the Replacement TIF Note, and to take all such actions as they deem necessary or desirable in connection with the issuance of the Replacement TIF Note and the execution of the Consent to Assignment and the Consent to Assumption, and to execute, acknowledge and deliver all such other documents on behalf of City as may in his or her discretion be deemed necessary or desirable in connection with the foregoing, and to carry out and comply with the terms and provisions of this Ordinance.

**SECTION SIX. Effective Date.** This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

**SECTION SEVEN. Severability.** If any section, paragraph, clause, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION EIGHT. Repeal.** All ordinances, resolutions, or parts thereof in conflict herewith be and the same hereby are repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

[SIGNATURE PAGE FOLLOWS]



PASSED this 16<sup>th</sup> day of March, 2021.

AYES: ( ) \_\_\_\_\_

NAYES: ( ) \_\_\_\_\_

ABSENT: ( ) \_\_\_\_\_

APPROVED this 16<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

**EXHIBIT A**

**ASSIGNMENT OF PAYMENTS AGREEMENT**

**ASSIGNMENT OF  
TAX INCREMENT FINANCING PAYMENTS AGREEMENT**

This **ASSIGNMENT OF TAX INCREMENT FINANCING PAYMENTS AGREEMENT** (this “**Agreement**”) is made and entered into as of this 3rd day of February, 2021 by and between **RIDGE LEGO PARTNERS, LLC**, a Delaware limited liability company (“**Ridge Lego**”), and Michelin North America, Inc., a New York corporation (“**Tenant**”).

**RECITALS**

A. **WHEREAS**, Ridge Lego is a party to that certain Amended and Restated Redevelopment Agreement dated January 3, 2018 (the “**Restated Redevelopment Agreement**”), which amended and restated that certain Redevelopment Agreement dated May 18, 2010 (the “**Original Agreement**”) which Original Agreement was amended fourteen times prior to the execution of the Restated Redevelopment Agreement, including by that certain Fifth Amendment to Redevelopment Agreement dated June 6, 2014 (the “**Fifth Amendment**”) which Fifth Amendment added Ridge Lego as a new owner of the Project and contemplated the development of an expansion parcel (“**New Owner I Expansion Parcel**”);

B. **WHEREAS**, Pursuant to Section 6 of the Fifth Amendment, Ridge Lego was entitled to a tax increment allocation revenue note (the “**Initial TIF Note**”) that entitled its payee to payments of property tax increment in amounts not to exceed \$1.06 per annum per square foot of improvements located on that certain 104.5 acres of real property owned by Ridge Lego (the “**Property**”), which Initial TIF Note was issued for TIF Eligible Expenses in the amount of \$26,131,751, and under the terms of the Fifth Amendment, Ridge Lego was entitled to assign its interest in any TIF Notes to a lessee of the Property;

C. **WHEREAS**, Ridge Lego and Tenant are parties to that certain Lease Agreement dated June 6, 2014 (the “**Lease**”), pursuant to which Tenant is entitled to a reimbursement of certain property taxes paid by Tenant as set forth in the Lease with the Initial TIF Note as the sole and exclusive source of funding for such reimbursement; and

D. **WHEREAS**, pursuant to an Assignment of Tax Increment Financing Payments Agreement (the “**Initial TIF Assignment Agreement**”) Ridge Lego assigned the Initial TIF Note to Tenant whereby is entitled to any and all payments made on the Initial TIF Note, pursuant to the terms of the Initial TIF Assignment Agreement; and

E. **WHEREAS**, the Fifth Amendment also provided that to the extent that the Tenant exercised its right to expand its premises to the New Owner I Expansion Parcel and upon the certification of TIF Eligible Expenses of at least \$5,182,825 (including certain expenses already assigned to the New Owner I Expansion Parcel pursuant to Section 7 of the Fifth Amendment), the City agreed to issue a subsequent TIF Note (the “**Supplemental TIF Note**”) in the amount of \$5,182,825 to Ridge Lego, which Supplemental TIF Note is payable from Available Incremental Property Taxes generated by the New Owner I Expansion Parcel; and

F. **WHEREAS**, Tenant exercised its right to expand its premises to the New Owner I Expansion Parcel, Ridge Lego has certified TIF Eligible Expenses of at least \$5,182,825 and the City has issued the Supplemental TIF Note in the amount of \$5,182,825 and Ridge Lego is

prepared to assign the Supplemental TIF Note to Tenant and, upon such assignment, Tenant shall be entitled to any and all payments made on the Supplemental TIF Note, subject to the provisions set forth herein including, but not limited to, the condition that Tenant shall remain as the Tenant under the Lease.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of recitals.** The foregoing Recitals are materials to this Agreement and are incorporated into and made a part of this Agreement as if fully stated herein.

2. **Assignment of TIF Note.** Ridge Lego hereby assigns to Tenant the Supplemental TIF Note, subject to the conditions of Section 3 being satisfied (the “**Assignment**”). The Supplemental TIF Note shall be payable in the manner set forth in the Supplemental TIF Note, including from Available Incremental Property Taxes as set forth in Schedule 1 to the Supplemental TIF Note.

3. **Conditions to Assignment.** The Assignment provided for in Section 2 shall be subject to the following conditions being satisfied. If such conditions are not met, and subject to any default and cure provisions in the Lease, Ridge Lego may terminate the Assignment, which termination shall be in addition to all other remedies provided for in the Lease and by applicable law. If this Agreement is terminated, the Supplemental TIF Note will be immediately assigned back to Ridge Lego and the Tenant will have no further rights under this Agreement and the Supplemental TIF Note. The following conditions are conditions precedent that must be met on an annual basis and prior to Tenant receiving any payment made on the Supplemental TIF Note.

a. The Lease is in full force and effect and Tenant remains the Tenant under the Lease and is in compliance with all terms of the Lease; and

b. Tenant has paid all accrued real estate taxes and Impositions (as defined in the Lease) due and payable (whether or not Tenant then is challenging or disputing any such real estate taxes or Impositions).

4. **Further Assurances.** Ridge Lego agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.

5. **Termination Notice.** If the conditions contained in Section 3 are not met, Ridge Lego shall deliver a notice to Tenant that Tenant is in default under this Agreement. Tenant shall have twenty (20) business days from receipt of Ridge Lego’s notice in which to provide written objection of the termination to Ridge Lego.

a. *No tenant objection.* If Tenant does not object to the termination within twenty (20) business days from delivery of Ridge Lego’s notice, Ridge Lego shall deliver notice to the City of Wilmington (the “**City**”) that the Supplemental TIF Note shall be terminated, suspended and forfeited and the City shall issue a replacement note to Ridge

Lego. If Tenant subsequently cures the deficiency and the condition is met, Ridge Lego may assign the replacement note to Tenant upon delivery of proper notice to the City.

b. *Tenant objection.* If Tenant objects to the termination, Tenant shall deliver a written objection to Ridge Lego and the City within the twenty (20) business-day period provided above. Upon receipt of an objection notice, the City shall make any payments under the Supplemental TIF Note into an escrow established by the parties until it receives a joint written direction from Ridge Lego and Tenant or an order from a court assuming and having jurisdiction of the property which is the subject of the Lease.

6. **Reliance by City.** The City shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, facsimile, or other written message, statement or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons. The City shall be fully justified in suspending and forfeiting payments and issuing a replacement note to Ridge Lego (or a subsequent titleholder) in the event of receipt of a notice referenced in the Note, or in taking any action or refraining from acting under the Assignment or the Note unless it shall first receive confirmation from each other party to this Assignment Agreement of its obligation to indemnify the City against any and all cost, claim, damage or expense which may be incurred by the City by reason of taking, or continuing to take, or refrain from taking such action pursuant to this Assignment or the Note. Ridge Lego and Tenant, by acceptance of the Supplemental TIF Note, agree to indemnify, defend and hold the City harmless from any cost, claim, damage or expense, including reasonable attorney fees, by reason of the City's actions or refraining to act pursuant to this Assignment or the Supplemental TIF Note. Such obligations shall be joint and several.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

8. **Rights Appurtenant to Lease.** The rights granted to Ridge Lego in this Agreement shall be deemed appurtenant to Ridge Lego's interest as Landlord under the Lease, and any transfer of title to the Property shall be deemed to transfer the rights of Ridge Lego as Landlord under the Lease pursuant to this Agreement.

9. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

. Subject to the provisions of Section 5(b) hereof, City shall make payments of principal of and interest on the Supplemental TIF Note to Michelin North America, Inc., One Parkway South, Greenville, South Carolina 29316, Attn: Logistics Department.

11. **Choice of Law.** This agreement shall be governed, construed, applied and enforced in accordance with the Laws of the State of Illinois.

**12. Representations.** Ridge Lego represents and warrants that they are in compliance with the “Redevelopment Agreement as referenced in United States of America State of Illinois County of Will City of Wilmington Taxable Tax Credit Increment Allocation Revenue Note (Portion of Ridgeport Logistics Center Intermodal Facility Terminal Area Redevelopment Project)” Issued March 5, 2020.

**13. Notice.** Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with FedEx or another reliable overnight courier service for next day delivery, or (iii) the date of receipt or refusal of delivery if deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If intended for Ridge Lego:

Ridge Lego Partners, LLC  
8117 Preston Road, Suite 600  
Dallas, Texas 75225  
Attn: Laurie L. Dotter  
Email: \_\_\_\_\_

If intended for Tenant:

Michelin North America, Inc.  
One Parkway South  
Greenville, South Carolina 29615  
Attn: Director Real Estate, Real Estate  
Department  
Email: [jimmy.grumbos@michelin.com](mailto:jimmy.grumbos@michelin.com)

And

Michelin North America, Inc.  
One Parkway South  
Greenville, South Carolina 29615  
Attn: General Counsel, Legal Department  
Email: [Valerie.williams@michelin.com](mailto:Valerie.williams@michelin.com)

If intended for the City:  
City of Wilmington  
1165 S. Water Street  
Wilmington, Illinois 60481  
Attn: City Clerk  
Fax: 815-476-2276

And

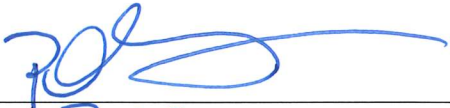
City of Wilmington  
1165 S. Water Street  
Wilmington, Illinois 60481  
Attention: Mayor  
Fax: 815-476-2276

or such other address as the parties may from time to time specify in writing to the others.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date set forth above.

**RIDGE LEGO PARTNERS, LLC**, a  
Delaware limited liability company

By:   
Name: Paul Gucunaris  
Its: Vice President

**MICHELIN NORTH AMERICA, INC.**, a  
New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

**RIDGE LEGO PARTNERS, LLC**, a  
Delaware limited liability company

By: RL Investors, LLC, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MICHELIN NORTH AMERICA, INC.**, a  
New York corporation

By: Brock Christ  
Name: BROCK CHRIST  
Its: TAX DIRECTOR

**CITY CONSENT**

The **CITY OF WILMINGTON**, an Illinois municipal corporation, hereby acknowledges and consents to this Assignment Agreement, the Assignment and the conditions to payment on the Supplemental TIF Note and agrees to perform as set forth in this Assignment Agreement.

**CITY OF WILMINGTON**, an Illinois  
municipal corporation

By: \_\_\_\_\_

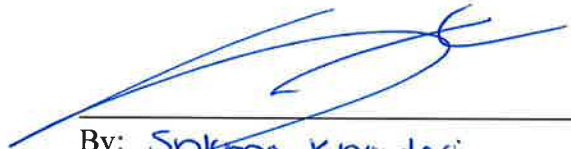
Name: Roy Strong

Its: Mayor

**OWNER CONSENT**

**ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited liability company, hereby consents to the Assignment Agreement and the Assignment.

**ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited liability company

  
\_\_\_\_\_  
By: Solima Khandari  
Its: Authorized Signatory

## **Schedule 1**

### **NEW OWNER I ANNUAL LIMITATION**

- a. 100% for years 1-12, up to a maximum dollar amount per year of \$1.06 per square foot of building improvements initially located on the New Owner I Expansion Parcel;
- b. 83.33% for year 13, up to a maximum dollar amount for that year of \$0.88 per square foot of building improvements initially located on the New Owner I Expansion Parcel; and
- c. 66.67% for year 14, up to a maximum dollar amount for that year of \$0.71 per square foot of building improvements initially located on the New Owner I Expansion Parcel.

**EXHIBIT B**

**FORM OF REPLACEMENT TIF NOTE**

REGISTERED NO. <u>R-2/S</u>	PRINCIPAL AMOUNT <u>\$4,863,894.98</u>
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**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF WILL  
CITY OF WILMINGTON  
TAXABLE TAX INCREMENT ALLOCATION REVENUE NOTE  
(PORTION OF RIDGEPORT LOGISTICS CENTER INTERMODAL FACILITY  
TERMINAL AREA REDEVELOPMENT PROJECT)**

Registered Owner: Michelin North America, Inc.

Interest Rate: 3.477% per annum

Issuance Date: March 5, 2020

Assignment Date: February 3, 2021

Maturity Date: December 31, 2034

**KNOW ALL PERSONS BY THESE PRESENTS**, that the City of Wilmington, Will County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time representing TIF Eligible Expenses (as defined in the Redevelopment Agreement hereinafter defined) in accordance with the ordinance and the Redevelopment Agreement in the principal amount of \$4,863,894.98 and to pay the Registered Owner simple interest on that amount at the Interest Rate per year specified above from the Issuance Date specified above. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Principal of and interest on this Note payable from the Available Incremental Property Taxes (as defined in the Redevelopment Agreement and as further limited below) is due (i) March 31 of each year until the earlier of the Maturity Date or until this Note is paid in full, and (ii) on the Maturity Date if this Note is not previously paid in full. Payments shall first be applied to interest. Principal of and interest on this Note shall be payable from the remainder of Available Incremental Property Taxes solely with respect to the real property tax parcel described as the "New Owner I Expansion Parcel" in the Fifth Amendment to the Redevelopment Agreement, to which the County currently has assigned a tax parcel index number of #0317161030040000 (the "PIN"), and as otherwise described in the payment priorities established under the Redevelopment Agreement. The principal of and interest on this Note are payable in lawful money of the United

States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the City Clerk, as registrar and paying agent (the “Registrar”), at the close of business on the fifteenth (15<sup>th</sup>) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Wilmington, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In case of a discrepancy, the City’s records shall be controlling, absent manifest error.

The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount hereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of this Note at the address shown of the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued by the City in the principal amount of \$~~4,863,894.98~~, plus certain interest, as described in the Redevelopment Agreement, to the Registered Owner, as assignee of New Owner I (as defined in the Redevelopment Agreement), in exchange for the Original Note (as defined below) which was issued for the purpose of paying the costs of certain TIF Eligible Expenses (as defined in the Redevelopment Agreement) incurred by New Owner I or expressly assigned to New Owner I as provided in the Redevelopment Agreement in connection with the acquisition of the New Owner I Expansion Parcel in the area represented by the PIN in a portion of the Ridgeport Redevelopment Project Area (the “Project Area”) in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the “TIF Act”), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and Ordinances adopted by the City Council of the City on May 4, 2010, January 3, 2017, September 18, 2018, May 21, 2019, February 18, 2020 and March 16, 2021 (collectively, the “Ordinance”), in all respects as by law required. This Note is issued by the City on March 16, 2021 in replacement for the City’s \$5,182,825 original principal amount Taxable Tax Increment Allocation Revenue Note (Portion of Ridgeport Logistics Center Intermodal Facility Terminal Area Redevelopment Project) dated March 5, 2020 (the “Original Note”), which was assigned by Ridge Lego Partners, LLC to the Registered Owner on February 3, 2021 and which was surrendered to the City and canceled by the City on March 16, 2021.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues, from the portion of the Project Area described as the New Owner I Expansion Parcel which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, including priority of

payment the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL PROPERTY TAXES FROM THE NEW OWNER I EXPANSION PARCEL, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES AS FURTHER LIMITED, EACH CALENDAR YEAR, BY THE NEW OWNER I ANNUAL LIMITATION DESCRIBED BELOW. AVAILABLE INCREMENTAL PROPERTY TAXES FROM SOURCES OTHER THAN THE NEW OWNER I EXPANSION PARCEL SHALL NOT BE AVAILABLE TO PAY THIS NOTE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, OR MORAL OBLIGATION OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.**

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes of other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Wilmington, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount, less any redemptions, will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth (15<sup>th</sup>) day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of May 4, 2010, as previously amended, and including particularly the Fifth Amendment thereto dated June 6, 2014, and as further amended and restated in the Amended and Restated Redevelopment Agreement dated as of January 3, 2018, as amended (collectively, the “Redevelopment Agreement”), between the City, Adar Ridgeport Industrial Partners, LLC, Ridgeport Partners I, LLC, Ridgeport Partners II, LLC, Batory Real Estate Holding, LLC, A-R Ridgeport II, LLC and New Owner I, New Owner I acquired the New Owner I Expansion Parcel, which constitutes a portion of the Ridgeport Logistics Center Intermodal Facility Terminal Area Redevelopment Project. The applicable terms of the Redevelopment Agreement are incorporated herein by reference.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

This Note is assignable pursuant to the terms set forth herein and in the Redevelopment Agreement. This Note is not a negotiable instrument.

### **New Owner I Annual Limitation**

Notwithstanding anything to the contrary, in no event shall the payments on this Note from Available Incremental Property Taxes for any calendar year exceed the limitations per annum identified in Schedule 1 per square foot of building improvements initially located on the New Owner I Expansion Parcel, as certified by New Owner I and the Tenant pursuant to the Lego Lease (as such terms are defined in the Redevelopment Agreement). Such limitation shall be referred to as the “New Owner I Annual Limitation.”

### **Other Limitations and Terms**

This Note shall be subject to New Owner I’s and its assignees compliance with the terms of the Redevelopment Agreement. Notwithstanding anything to the contrary, (i) the Available Incremental Property Taxes that are pledged and are the sole source of repayment of this Note are only those Available Incremental Property Taxes generated from the New Owner I Expansion Parcel (and not by the Project Area as a whole), (ii) notwithstanding the principal amount of this Note, the holder shall not receive Available Incremental Property Taxes in any year in excess of the New Owner I Annual Limitation, (iii) any Available Incremental Property Taxes generated from the New Owner I Expansion Parcel in any year in excess of the New Owner I Annual Limitation shall be allocated as set forth in the Fifth Amendment to the Redevelopment Agreement, (iv) the City shall have no responsibility at the end of the term of this Note to pay any shortfall in the payment of this Note due to insufficient Available Incremental Property Taxes resulting from the New Owner I Annual Limitation or otherwise, and (v) payments pursuant to this Note shall be suspended and forfeited by the holder of the Note upon notice from New Owner I to the City pursuant to and in accordance with the terms of the assignment of the Note and the terms of the Redevelopment Agreement but shall be payable to the assignee hereof. In the event of such suspension and forfeiture, this Note shall no longer be of any force and effect and New Owner I shall be entitled to request the City issue a replacement Note and the City shall issue a replacement Note with the assignee who is a subsequent titleholder as payee. These rights of the



assignee shall be appurtenant to the ownership of the New Owner I Expansion Parcel and shall be held by a subsequent titleholder.

### **Reliance by the City**

The City shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, facsimile, or other written message, statement or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons. The City shall be fully justified in suspending and forfeiting payments and issuing a replacement note to the assignee who is a subsequent title holder in the event of receipt of a notice referenced in this Note. New Owner I and any other Registered Owner, by acceptance of this Note, hereby agree to indemnify, defend and hold the City harmless from any cost, claim, damage or expense, including reasonable attorney fees, by reason of the City's actions. Such obligations shall be joint and several.

**IN WITNESS WHEREOF**, the City of Wilmington, Will County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of the date first written above.

\_\_\_\_\_  
Mayor

(SEAL)  
Attest: \_\_\_\_\_  
City Clerk

<p style="text-align: center;"><b>CERTIFICATE OF AUTHENTICATION</b></p>		<p>Registrar and Paying Agent: City Clerk City of Wilmington, Will County, Illinois</p>
<p>This Note is the TIF Note of the City of Wilmington, Will County, Illinois, described in the second paragraph of Section 8 of the within mentioned Fifth Amendment to Redevelopment Agreement.</p>		

City Clerk: \_\_\_\_\_  
Dated as of the date first written above.

**TERMS OF NOTE ACCEPTED AND AGREED TO:**

**MICHELIN NORTH AMERICA, INC.**

By: \_\_\_\_\_

Name:

Its: Authorized Signatory

*Authority Warranted*

## Schedule 1

### NEW OWNER I ANNUAL LIMITATION

- a. 100% for years 1-12, up to a maximum dollar amount per year of \$1.06 per square foot of building improvements initially located on the New Owner I Expansion Parcel;
- b. 83.33% for year 13, up to a maximum dollar amount for that year of \$0.88 per square foot of building improvements initially located on the New Owner I Expansion Parcel; and
- c. 66.67% for year 14, up to a maximum dollar amount for that year of \$0.71 per square foot of building improvements initially located on the New Owner I Expansion Parcel.

**PRINCIPAL PAYMENT RECORD**

DATE OF PAYMENT	PRINCIPAL PAYMENT	PRINCIPAL BALANCE DUE
November 4, 2020	\$318,930.02	<u>\$4,863,894.98</u>

**EXHIBIT C**

**ASSUMPTION AGREEMENT**

**ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT,  
DEVELOPMENT AGREEMENT AND ANNEXATION AGREEMENT**

FOR VALUE RECEIVED, the undersigned Ridge Lego Partners, LLC, a Delaware limited liability company (the "Assignor"), hereby assigns and transfers unto US Logistics PropCo, LLC, a Delaware limited liability company (the "Assignee"), all of Assignee's rights and obligations arising from after February 3, 2021, under the following documents (collectively, the "Project Documents"):

- (i) Development Agreement dated May 4, 2010, recorded May 25, 2010, in the Official Records of Will County, Illinois as Document No. R2010-052537 by and among the City of Wilmington (the "City") and Ridge Logistics Park I, LLC, Ridgeport Logistics Center Property Owners Association (the "Association") and Ridgeport Development Services, LLC (as amended, the "Development Agreement");
- (ii) Amended and Restated Annexation Agreement made by and between ADAR Ridgeport Industrial Partners, LLC ("Developer"), ADAR RPLL, LLC, the Association and the City, recorded November 3, 2017, in the Official Records of Will County, Illinois as Document No. R2017-86915 (as amended, the "Annexation Agreement"); and
- (iii) Amended and Restated Redevelopment Agreement made by and between ADAR Ridgeport Industrial Partners, LLC, Ridge Lego Partners, LLC, Ridge Lego Partners I, LLC, Ridge Lego Partners II, LLC, Batory Real Estate Holdings, LLC, A-R Ridgeport II, LLC and the City recorded February 13, 2018, in the Official Records of Will County, Illinois as Document No. R2018-10782 (as amended, the "Redevelopment Agreement").

Assignee hereby assumes all rights and obligations of Assignor under the Project Documents arising from and after February 3, 2021.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Redevelopment Agreement, Development Agreement and Annexation Agreement as of February 3, 2021.

ASSIGNOR:

**RIDGE LEGO PARTNERS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Paul Garancis  
Authorized Signatory

ASSIGNEE:

**US LOGISTICS PROPCO, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CITY CONSENT**

The **CITY OF WILMINGTON**, an Illinois municipal corporation, hereby acknowledges and consents to this Assignment and Assumption of Redevelopment Agreement, Development Agreement and Annexation Agreement.

**CITY OF WILMINGTON**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Name: Roy Strong  
Its: Mayor

February 22, 2021

The Honorable President  
Members of the Board of Trustees  
Wilmington Police Pension Fund  
City of Wilmington  
1165 S. Water Street  
Wilmington, Illinois 60481

Dear Ladies and Gentlemen:

This engagement letter (the "Agreement") , effective as of February 22, 2021, between Sikich LLP, an Illinois limited liability partnership, ("Sikich," "we," "us," or "our") and the Wilmington Police Pension Fund, a fiduciary component unit of the City of Wilmington (the "Client," "you," or "your") sets forth the mutual agreements of the parties regarding the audit of the Client's basic financial statements for the year ended April 30, 2021 (the "Services").

The Services will include an audit the financial statements and related notes to the financial statements, which collectively comprise the basic financial statements of the Client as of and for the year ended April 30, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our Services, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Schedule of Employer Contributions for the Police Pension Fund
2. Schedule of Changes in the Employer's Net Pension Liability and Related Ratios for the Police Pension Fund.
3. Schedule of Investment Returns for the Police Pension Fund.

## AUDIT OBJECTIVE

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions and to render the required report. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the Agreement.

## **AUDIT PROCEDURES - GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

## **AUDIT PROCEDURES - INTERNAL CONTROL**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under AICPA professional standards.

## **AUDIT PROCEDURES - COMPLIANCE**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **OTHER SERVICES**

We will also assist in preparing the financial statements and related notes of the Client in conformity with U.S. generally accepted accounting principles based on information provided by you.

Other nonattest Services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2021 and other deliverables are as follows:

1. Prepare ten (10) copies of the annual financial report (AFR) of the Police Pension Fund.
2. Prepare ten (10) copies of the management letter, communication any material weaknesses or significant deficiencies found during the audit and our recommendations for improvement.

## **MANAGEMENT RESPONSIBILITIES**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit Services we provide; oversee the nonattest Services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those Services; and accept responsibility for them.

## **ENGAGEMENT ADMINISTRATION, FEES AND OTHER**

In accordance with professional standards, any discussions during the period of the Agreement between any individual representing the Client and a member of the Sikich engagement team regarding potential employment or association with the Client creates an impairment of independence for the Sikich employee and possibly Sikich. Such a situation could require us to temporarily or permanently remove that person from your engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the Agreement, Sikich's independence would be deemed to have been impaired. Please inform appropriate Client personnel to refrain from any such discussions with any Sikich staff while the engagement is ongoing and notify Brian LeFevre immediately if you or anyone else at the Client becomes aware that any such discussions may have occurred.

We may from time-to-time and depending on the circumstances, use third party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third party service provider. Furthermore, we will remain responsible for the work provided by any such third party service providers engaged by us.

Client hereby explicitly acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

The assistance to be supplied by Client personnel is described in the workpaper request lists for preliminary (interim) and final fieldwork, which outline the specific schedules and information we are requesting for this Agreement. The workpaper request lists will be discussed with and coordinated with Matt Hoffman, Finance Director and representatives from Lauterbach & Amen. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. This Agreement assumes that all records, documentation and information we requested in connection with our audit (and outlined in the workpaper request lists) are complete and available at the beginning of the respective phases of the engagement. It also assumes that key personnel are available to us during the duration of the audit. The accuracy of these assumptions will allow us to conduct our audit without any delays or inefficiencies for the fee noted in this Agreement. If the assumptions are not accurate and you fail to provide the records, documentation, information and key personnel required, there may be additional fees to cover our cost for the delays and possible rescheduling of the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We understand that your employees will prepare all cash, accounts receivable and other confirmations we request and will locate any documents selected by us for testing.

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this Agreement. Notwithstanding the foregoing, this Agreement will not include any services related to the Affordable Care Act or consideration of taxable fringe benefits including those impacted by Affordable Care Act; in all circumstances, services related to the Affordable Care Act and other taxable fringe benefit reporting will be the subject of a separate engagement letter and will be billable under a separate hourly rate structure than the services provided hereunder.

We will provide copies of our reports to the Client; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this Agreement is the property of Sikich and constitutes confidential information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant or oversight agency for audit or its designee. We will notify you of any such request. If requested, access to such audit documentation

will be provided under the supervision of Sikich personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry (other than that mentioned in the previous paragraph) or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. In such event you agree to compensate us for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

The audit documentation for this Agreement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant or oversight agency for audit or its designee. Sikich does not keep any original client records so we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Final reports will be issued upon your approval of the preliminary drafts. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. Brian LeFevre is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed \$6,100, which includes out-of-pocket costs such as report reproduction, postage, etc. These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Services will be invoiced to you from time-to-time as work progresses. In accordance with Illinois Compiled Statutes, payments for all Services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

We reserve the right to suspend or terminate Services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of the Services. Our Services will be deemed to be completed upon written notification of termination, even if we have not completed our report. In such event you agree to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You hereby agree to indemnify and hold harmless Sikich and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any matters related to this Agreement and the provision of the Services, whether a claim be in tort, contract or otherwise, will be limited to the total amount of fees we receive from you under this Agreement for the Services provided under this Agreement giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our review and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. You acknowledge and agree that in no event will Sikich be liable to you or any third party for any special, consequential, exemplary, incidental indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "**Sikich Affiliates**") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

If any dispute, controversy or claim arises in connection with the performance or breach of the Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND CLIENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

If either party hereto desires to terminate its relationship with the other or the engagement, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs.

It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither Sikich nor Client will have any authority to bind the other party to any contract or in any other manner. Sikich and Client do not intend to create a joint Client relationship, and Sikich and Client each represents that it is the sole employer of its employees. Sikich shall not and does not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Client's employees.

Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control (OFAC): (a) Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Client does not have any operations in any comprehensive OFAC sanctioned country (Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Client does not have any operations in any limited OFAC sanctioned country program; or (d) Client does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Client or Sikich at the following address:

If to Sikich:  
Sikich LLP  
1415 W. Diehl Road, Suite 400  
Naperville, IL 60563  
Attention: Brian LeFevre

With a copy to:

Sikich LLP  
1415 W. Diehl Road, Suite 400  
Naperville, IL 60563  
Attention: Office of General Counsel

If to Client:  
Wilmington Police Pension Fund  
City of Wilmington  
1165 S. Water Street  
Wilmington, Illinois 60481  
Attention: The Honorable President

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

## MISCELLANEOUS

Entire Agreement: This Agreement constitutes the entire agreement between Sikich and Client, regarding the terms of this Agreement. In the event Client requires Sikich to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.



Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as “drafter” in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**ACCEPTANCE**

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,



By: Brian D. LeFevre, CPA, MBA  
Partner  
On behalf of Sikich LLP

Acknowledged:

Wilmington Police Pension Fund  
City of Wilmington

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE NO. 21-03-16-04**

**AN ORDINANCE ADOPTING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF WILMINGTON AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 31, AFL-CIO, LOCAL 1909**

WHEREAS, the City of Wilmington (“City”) and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 1909 (“Union”) are parties to an existing collective bargaining agreement;

WHEREAS, the City and the Union have negotiated a successor collective bargaining agreement.

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

**SECTION 1: ADOPTION**

A successor collective bargaining agreement between the City and the Union, attached hereto and made a part hereof as Exhibit A, is hereby adopted, and the Mayor and Deputy City Clerk are hereby authorized and directed to execute said collective bargaining agreement.

**SECTION 2: REPEALER**

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

**SECTION 3: SEVERABILITY**

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

**SECTION 4: EFFECTIVE DATE**

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

PASSED this 16<sup>th</sup> day of March, 2021 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

Kevin Kirwin \_\_\_\_\_  
Dennis Vice \_\_\_\_\_  
Ben Dietz \_\_\_\_\_  
Todd Holmes \_\_\_\_\_

John Persic, Jr. \_\_\_\_\_  
Floyd Combes \_\_\_\_\_  
Lisa Butler \_\_\_\_\_  
Frank Studer \_\_\_\_\_

Approved this 16<sup>th</sup> day of March, 2021

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

Attest:

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

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF WILMINGTON**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 31, AFL-CIO, LOCAL 1909**

**May 1, 2020 - April 30, 2023**

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## PREAMBLE

This Agreement, entered into by the City of Wilmington, Will County, Illinois, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL- CIO for and on behalf of Local 1909, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I RECOGNITION

### Section 1.1 - Recognition

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. SRC-95-53 dated March 6, 1995, and the certification issued thereon to the American Federation of State, County and Municipal Employees, Council 31, the Employer recognizes AFSCME Council 31 for and on behalf of Local 1909 as the exclusive bargaining agent for the purpose of establishing wages, hours, working conditions and other conditions of employment for all full-time and permanent part-time employees who work in the Public Works and Building City Hall and Police Civilians in the following titles:

#### UNIT:

##### Included:

All regular full and part-time employees of the City of Wilmington including laborers, water plant operators, sewage plant operators, payroll/insurance personnel, accounts payable personnel, bookkeeper/finance clerk, animal control officers, clerk-typists, clerks and water/sewer maintenance person.

##### Excluded:

All supervisory, managerial and confidential employees as excluded in the Act.

### Section 1.2 - New Classification

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper paygrade for the classification for at least thirty (30) calendar days from the date of inclusion. The pay grade originally assigned by the Employer shall remain in effect pending the parties' negotiations

The filling on any new position classification shall be done in accordance with the procedures for posting and bidding contained in the Agreement.

ARTICLE II  
NON-DISCRIMINATION

Section 2.1 - Prohibition Against Discrimination

The Employer agrees not to discriminate against any employee in any manner which would violate the laws of the United States or of the State of Illinois.

ARTICLE III  
CHECKOFF AND UNION SECURITY

Section 3.1 - Deductions

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction.

Upon notification from the Union, such authorized deductions shall be made in accordance with law and shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The remittance shall be accompanied by a list that shall include, name, address and the last four digits of the employee's social security number.

ARTICLE IV  
GRIEVANCE PROCEDURE

Section 4.1 – Grievance

- a. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or arising out of other circumstances or conditions of employment. Only matters relating to the application, meaning or interpretation of a specific provision of this Agreement may be submitted to arbitration.
- b. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.



## Section 4.2 - Grievance Steps

### **Step 1 - Immediate Supervisor**

- (1) Any Employee, with or without the Union, shall submit the grievance, in writing, to the Employee's immediate supervisor who is outside the bargaining unit. Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and the Union representatives and shall be notified of the issue where mutually agreed by the parties.
- (2) The written grievance shall contain a statement of the grievant's complaint, citing the specific section claimed to be violated by the Supervisor and/or Employer, specifics of the violation, and the relief sought. The written grievance shall be signed by and dated by the grievant(s). Improper grievance form, date or section citation shall not be grounds for denial of the grievance.
- (3) All grievances must be presented, not later than ten (10) working days, from the date the grievant(s) became aware of the occurrence, giving rise to the complaint. A grievance involving discharge of a bargaining unit member shall be initiated within ten (10) working days and shall be initiated as Step 2 of the grievance procedures.
- (4) The immediate Supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.

### **Step 2 - City Administrator**

- (1) If the grievance is not resolved at Step 1, the Union may modify and present the grievance to the City Administrator, within ten (10) working days from the Step 1 response or the date the response was due, whichever is earlier.
- (2) Within ten (10) working days of receipt of the written grievance, the parties shall meet and hold discussion, in an attempt to resolve the grievance, unless the parties mutually agree otherwise.
- (3) The City Administrator shall give the written response, to the Union, within ten (10) working days, following the meeting between the parties.

### **Step 3 - Arbitration**

#### **a. Submission to Arbitration**

If the matter is not adjusted in Step 2, or if no answer is given within the time specified, the Union, by written notice to the Employer within thirty (30) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Step 3. If, in accordance with the above procedure, the grievance(s) is

appealed to arbitration, representatives of the Employer and the Union shall meet or hold other discussion to select an arbitrator. If the parties are unable to agree on an arbitrator within the ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators with offices located in Illinois or Indiana. The parties shall alternately strike the names of three (3) arbitrators, with the party requesting arbitration making the first three strikes and the other party making the last three strikes. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and the Union representatives and shall be notified of the issue where mutually agreed by the parties.

**b. Procedures**

1. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.
2. Both the Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not on duty employees of the employer.
3. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.
4. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or use the expedited arbitration procedures of the American Arbitration Association.
5. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall then equally share the total cost of recording the proceeding.

**Section 4.3 - Time Limits**

- a. Grievances may be withdrawn at any step of the Grievance Procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

- b. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next steps.

#### Section 4.4 - Time Off, Meeting Space and Telephone Use

- a. Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back (for step one of the procedure only) on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.
- b. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

#### Section 4.5 - Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

#### Section 4.6 - Pertinent Witnesses and Information

Except as otherwise provided in Steps 4(b) and 4(c), the Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and

substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

## ARTICLE V DISCIPLINE

### Section 5.1 - Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a. Oral reprimand; (noted in the employees personnel file)
- b. Written reprimand;
- c. Suspension;
- d. Discharge.

Disciplinary action may be imposed upon a non-probationary employee only for just cause.

### Section 5.2 - Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

### Section 5.3 - Investigatory Interview

An employee shall be entitled to the presence of a grievance representative at an investigatory interview, if the employee requests such representation, and, if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

### Section 5.4 - Pre-Disciplinary Meeting

Except in the case of oral reprimands, prior to imposing discipline, the Employer shall meet with the employee involved and a Union representative, and inform the employee of the reasons for such disciplinary action. At the meeting, the employee shall be given the opportunity to rebut or clarify the reasons for such discipline.

### Section 5.5 - Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union, in writing, with a clear and concise statement of the reasons for the discipline.

### Section 5.6 - Purge of Personnel File

At the employee's written request, any written reprimand shall be removed from the employee's personnel file if, from the date of the reprimand, twelve (12) months have passed without the employee receiving any additional discipline for the same or substantially similar offense.

## ARTICLE VI UNION RIGHTS

### Section 6.1 - Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not substantially interfere with the Employer's operations.

### Section 6.2 - Access to Premises by Union Representatives

The Employer agrees that local representatives and officer and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement.

### Section 6.3 - Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any accumulated time (holidays, compensatory days, personal days, vacation days) in lieu of taking such without pay. The use of such time shall not be detrimental to the employee's record.

### Section 6.4 - Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at each work location. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

### Section 6.5 - Information Provided to Union

At least once each six (6) months, in May and November, the Employer shall at the Union's request notify the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, reallocation, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge, and termination. In addition, the Employer shall at the Union's request furnish the Union every six (6) months, in May and November, the current seniority rosters applicable under the seniority provisions of this Agreement. In all transactions listed above, employees' name and address.

### Section 6.6 - Union Orientation

Each newly hired bargaining unit employee shall, during the employee's first week of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

## ARTICLE VII LABOR/MANAGEMENT COMMITTEE

The parties agree that maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern is desirable.

- a. The Employer and the Union shall conduct departmental labor-management meetings no less than once each calendar quarter.
- b. The time and place for such meetings shall be by mutual agreement.
- c. Each party shall submit an agenda to the other party at least seven (7) calendar days prior to the meeting. Discussion will be limited to the specific agenda items unless otherwise agreed by the parties.
- d. Each party shall be limited to three (3) representatives unless otherwise agreed.
- e. Unless otherwise specifically agreed by the parties, in writing, labor-management meetings shall not be used for the purpose of discussing grievances or for negotiations. Unless otherwise specifically agreed by the parties, in writing, the parties specifically agree that the results of any labor-management meeting are not to be considered as results from negotiations.

ARTICLE VIII  
SAFETY AND HEALTH

Section 8.1 - General Duty

The Employer shall provide a safe workplace in accordance with all applicable federal, state, or local laws or regulations.

Section 8.2 - Protective Clothing and Safety Equipment

Protective wearing apparel and safety equipment, including prescription safety glasses (replaced every two (2) years on prescription change), required by the nature of a job shall be provided and maintained by the employer. Where and when it is appropriate, employees will utilize protective clothing and safety equipment.

Section 8.3 - Inclement Weather Gear

In the event an employee reports for work on his/her scheduled shift and is assigned duties or an outdoor assignment exposing the employee to adverse weather conditions, the Employer shall make available for the duration of the shift, outerwear and if necessary, overshoes.

Section 8.4 - The Right to Know About Workplace Toxic

All employees shall be provided information on all toxic substances in the workplace with which they work or are likely to come in contact with. Toxic or hazardous substances shall be defined as those substances recognized or suspected of creating a potential health hazard. Information provided to employees shall include the generic and trade name of the (chemical) substance, the level of exposure considered hazardous, symptoms of hazardous exposure, long and short-term effects of hazardous exposure, data on flammability, explosiveness, and reactivity, proper use of the substance, clean-up procedures in case of spill, and emergency treatment. Employer shall not be required to provide the chemical or generic names of individual substances in chemical compounds which registered with the appropriate federal government agency as a trade secret, but shall be required to provide all other above- noted information. The above information will be found in MSDS sheets, which will be located in the employees work area.

Requests shall be made to the employer in writing. When requested, such information shall be made available immediately. Whenever requested information is not provided, employees may refuse to work with the substance(s) in question until the requested information is provided.

ARTICLE IX  
HOURS OF WORK

Section 9.1 - Regular Hours

The regular hours of work each day will be consecutive except that they may be interrupted by paid:

- a. Rest Periods  
There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one (1) during the second half of the shift.
- b. Meal Periods  
Whenever possible, the meal period shall be scheduled at the middle of each shift or work day, in accordance with present standards and procedures, but in no event shall the meal period be less than thirty (30) minutes. Employees shall have the right to leave the work site during such periods, if it does not disrupt or interfere with ongoing operations.

Employees in City Hall may be allowed to combine their morning and afternoon breaks to allow for a one (1) hour paid lunch.

Section 9.2 - Work Week

The normal work week shall consist of five (5) consecutive pre-scheduled eight (8)-hour days in a seven (7) day work period.

Section 9.3 - Work Day

Eight (8) consecutive hours of work within twenty-four (24) hour period beginning at the scheduled time shall constitute the regular work day.

Section 9.4 - Work Shift

- a. Eight (8) consecutive hours of work shall constitute a work shift, except as provided in Section 6.
- b. All full-time Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 9.5 - Work Schedule

Work schedules showing the employees' shift, work days, and hours shall be posted at convenient places and time.

Starting and quitting times shall be as follows:

City Crew	7:00 am to 3:00 pm
Water	7:00 am to 3:00 pm
	2:00 pm to 10:00 pm
Sewer	7:00 a.m. to 3:00 p.m.



City Hall	8:30 am to 4:30 pm
Meter Reader	9:00 am to 5:00 pm Tuesday-Saturday or Monday-Friday

Except for emergency situations, work schedules will not be changed unless programmatic or operational needs of the Employer so necessitate. Changes for reasons other than programmatic or operational needs may be made only by mutual agreement. However, prior to any schedule change, the affected employee(s) shall receive at least a five (5) working day notice.

Section 9.6 - Continuous Operations

- a. Employees, engaged in continuous operations, which shall include sewer and water, are defined as being any employee or group of employees, engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.
- b. The work week, for employees, engaged in continuous operations, shall consist of five (5) eight (8) hours days.

Section 9.7 - Assignment of Shift and Days Off

- a. Once during each contract year, an employee shall be permitted to exercise departmental seniority, as defined in Article XIX, for selection of shift assignments. Upon completion of the bidding process, shift assignments will be made in order of departmental seniority, subject to the exercise of the City's reasonable belief that a different order is warranted by operational needs (including for example a reasonable belief that specific employee certifications, skills, and/or experience are needed on a particular shift).
- b. Scheduled days-off shall be assigned by departmental seniority, from among employees within the same general work assignment and same shift, with the most senior employee choosing first, but no employees shall be permitted to exercise their choice hereunder more than once during each contract year.

Section 9.8 - Shift Trading

Employees shall be allowed to trade shifts with their supervisor's approval so long as the shift trade does not result in the payment of overtime.

Section 9.9 - Shift Alterations

Should the City determine that operational needs dictate a change in the work schedule set forth in Section 9.5 of this Article, the parties agree to meet to discuss a mutually agreeable change

to the work schedule.

## ARTICLE X OVERTIME

### Section 10.1 - Rate of Pay

Time and one-half of the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. Daily  
All work performed in excess of eight (8) hours in any work day.
- b. Weekly  
All work performed in excess of forty (40) hours in any work week.
- c. Before or After Regular Hours  
All work performed before or after any scheduled work shift.

### Section 10.2 - Overtime Distribution

Overtime hours shall be distributed as equally as possible to employees working within the same classification that normally performs the work.

The City may mandate that overtime be performed by employees within the classification that normally performs the work. Mandatory overtime will be scheduled in reverse order of seniority, provided that the employee assigned mandatory overtime must have the necessary skills and/or qualifications to perform the work in question. Once an employee is mandated to work overtime, said employee cannot be mandated to work overtime again until all other employees within the same classification and possessing the necessary skills and/or qualifications to perform the work in question have been mandated to perform overtime.

### Section 10.3 - Call-Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours premium pay at the applicable rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work.

### Section 10.4 - Stand-By Pay

An employee is entitled to stand-by pay if he/she is required by the Employer to be on stand-by; that is, to carry a beeper and to be available for possible recall for work on either Saturday

or Sunday. An employee entitled to stand-by pay under this Section shall receive two (2) hours pay at one and one half (1-1/2) times his/her hourly rate for each day or portion thereof of stand-by whether required to work or not. Provided, however, such employee shall not receive stand-by pay if he/she was not available upon call by the Employer.

#### Section 10.5 - Compensatory Time-Off

- a. When compensatory time-off is used, as the method of paying employees for overtime worked, the overtime rate shall be one and one-half (1-1/2) hours of compensatory time-off for each hour of overtime worked. No employee shall accrue more than forty (40) hours compensatory time at any one-time (e.g., four (4) hours of overtime equals six (6) hours of accrued compensatory time).
- b. When compensatory time-off is used, it shall be at the discretion of the employee, but the taking of the time shall be consistent with the operational needs of the Employer. Accrued compensatory time not used by the end of the calendar year (January 1 to December 31) in which it was earned shall be liquidated and paid in cash at the

### ARTICLE XI HOLIDAYS

#### Section 11.1 - Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays. Employees shall receive one day's pay or a compensatory day off with pay for each of the holidays listed below (except that the compensatory day will not apply to the Floating Holiday):

New Year's Day  
Good Friday  
Memorial Day  
Independence Day (Fourth of July)  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve  
Christmas Day  
One Floating Holiday (to be used on either Martin Luther King Day, President's Day, Columbus Day or Veteran's Day as designated by the federal government)

Floating Holidays will be scheduled every December and approved like vacation leave pursuant to Sections 12.3 and 12.4 of this Agreement. Call backs pursuant to Section 10.3 of this Agreement will apply if an employee is called back on a previously approved Floating Holiday. In that event, however, the employee will receive only the premium pay described in Section 10.3;

no substitute day will be allowed in the event of a call back on a Floating Holiday. If an employee's Floating Holiday is not scheduled and/or approved for at least one of the four potential holidays, it will be forfeited.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

All permanent part-time employees are entitled to all holidays listed above after two (2) years employment at a proportional, prorated basis.

#### Section 11.2 - Compensatory Day

When a holiday falls on an employee's scheduled day off, or an employee works on a holiday, equivalent time off will be granted within a time mutually agreed to, at a time convenient to the employee and consistent with the Employer's operational needs.

#### Section 11.3 - Eligibility

To be eligible for holiday pay, the employee shall work the employee's last scheduled work day before the holiday and first scheduled work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Employer.

#### Section 11.4 - Calendar Holiday on Scheduled Day Off

In addition to the regular hourly wages or normal time off due an employee as holiday pay, employees shall be paid at the rate of time and a half for hours actually worked, on a holiday. Notwithstanding the foregoing, an employee is entitled only to straight time pay for all hours worked on a day for which a Floating Holiday was denied by the City.

#### Section 11.5 - Continuous Operations

For continuous operations (twenty-four (24) hours a day, seven (7) days a week), the actual calendar holiday shall be considered the applicable day, for application of this Article.

### ARTICLE XII VACATIONS

#### Section 12.1 - Accrual

Every permanent, full-time employee in the City of Wilmington shall be allowed annual vacation leave with pay after one (1) year of continuous service, to be earned at the following annual rate:

1 - 5 Yrs. Service	Eighty (80) hours of vacation - Commencing after one (1) year of service on anniversary date.
6 - 9 Yrs. Service	One hundred twenty (120) hours of vacation - Commencing with the calendar year in which the employee attains six (6) years of service on anniversary date.
10-14 Yrs.	Service One hundred sixty (160) hours of vacation - Commencing with the calendar year in which the employee attains ten (10) years of service on anniversary date.
15-24 Yrs.	Service Two hundred (200) hours of vacation - Commencing with the calendar year in which the employee attains fifteen (15) years of service on anniversary date.
25 Yrs. and over	Two hundred forty (240) hours of vacation - Commencing with the calendar year in which the employee attains twenty-five (25) years of service on anniversary date.

The probationary period shall be counted as continuous service when calculating vacation benefits. All permanent part-time employees shall be entitled to one (1) week (five (5) days) vacation after two years employment at a proportional, prorated basis. All permanent part-time employees shall be entitled to two (2) week vacation (ten (10) days) after five (5) years of employment at a proportional, prorated basis. Upon termination, any earned but unused vacation shall be liquidated in a cash payment to the terminating employee.

#### Section 12.2 - Use

Vacation time may be taken in increments of not less than one-half (1/2) day at a time, and any time after it is earned. Vacation time shall not be accumulated for more than twelve (12) months after the end of the calendar year in which it is earned.

#### Section 12.3 - Vacation Schedules

Subject to Section 5 and the Employer's operating needs, vacations shall be scheduled as requested by the employee. In any event, upon request, vacation time must be scheduled so that it may be taken no later than twelve (12) months after the expiration of the calendar year in which such vacation time was earned. If an employee does not request and take accrued vacation within such twelve (12) month period, the accrued vacation time shall be forfeited.

#### Section 12.4 - Vacation Schedules by Seniority

Each calendar year, employees may submit in writing to the Employer their preference for vacation, provided an employee may not submit more than three (3) preferences. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the Employer. Where the Employer is unable to grant and schedule vacation preferences for all employees but is able to grant some employees such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

#### Section 12.5 - Payment in Lieu of Vacation

If the Employer, because of operating needs, does not permit the Employee to take accrued vacation within the twelve (12) month period after the expiration of the calendar year such time was earned, the Employer shall pay the employee for said unused vacation time at the employees then current base rate of pay.

#### Section 12.6 - Holiday During Scheduled Vacation

If a Holiday falls within a vacation period, an additional vacation day or extra day pay at regular rate of pay shall be credited to the employee.

#### Section 12.7 - Scheduling of Unearned Vacation

Employees shall be allowed to schedule unearned portions of their annual vacation. However, if an employee schedules unearned vacation and leaves employment prior to earning all of the vacation time used, the employee will be responsible for paying for the unearned time taken.

#### Section 12.8 - Payment for Accrued Unused Vacation Upon Separation

Upon separation from employment, employees shall be paid for all accrued unused vacation. In the event of the death of the employee, payment will be made to the heirs or estate of the employee.

### ARTICLE XIII SICK LEAVE

#### Section 13.1 - Accrual and Use

a. Accrual

All employees shall accumulate paid sick leave at the rate of ninety-six (96) hours per year at the end of each month of service.

b. Use

Sick leave may be used for illness, disability or injury of the employee, appointments with Doctor, Dentist or other professional medical practitioner, and in the event of illness, disability, or injury of a member of an employee's immediate family or household. "For purposes of definition, the immediate family or household shall be spouse mother, father, brother, sister, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of no less than two (2) hours.

Section 13.2 - Unused Sick Leave

Employees hired before March 2, 2021, shall be compensated in cash for any accumulated unused sick leave up to nine hundred and sixty (960) hours when they are permanently separated from employment. In the event of death, payment is to be made to the estate of the employee as governed by Section 3 of this Article. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

For employees hired after March 2, 2021, an employee is eligible upon separation to collect a retirement pension under IMRF or upon death of the employee (payable to the estate) shall be compensated for unused sick leave at the rate of one hundred (100%) of his or her regular rate of pay on the date of retirement for accumulated and unused sick time up to nine hundred and sixty hours (960) as of his last day of scheduled work. Furthermore, for clarification, this sick leave payment does not increase the employees' final earnings over the 106% cap contained in 40 ILCS 5/7-172(k). Alternatively, an employee's unused sick leave hours may be used to receive additional creditable service under IMRF to the extent that IMRF provides for the use of these hours for additional service credit.

Section 13.3 - IMRF

Sick leave maybe accumulated up to nine hundred and sixty hours of sick leave. Sick leave may never be taken in advance of earning the time. In addition, employees covered under IMRF will be permitted to accumulate sick days beyond the nine hundred sixty (960) hours unlimited, but only for the purpose of receiving credit for IMRF benefits at the time of retirement. Time accumulated beyond nine hundred sixty (960) hours can only be used for City accumulated sick pay upon retirement.

ARTICLE XIV  
OTHER PAID LEAVE

Section 14.1 - Funeral Leave

An employee may be granted by the Department heads three (3) days leave with pay depending on funeral arrangements and travel requirements in the event of the death of employee's spouse, child, brother, sister, step-children, parent, step-parents, grandparent or grandchild; and of the same relationship of the spouse.

- a. Such leave shall not be deducted from either sick leave or vacation leave.
- b. The City may require proof of death, relationship, and/or attendance at the funeral.
- c. A five (5) day maximum leave on out of state funerals, or funerals approximately five hundred (500) miles from Wilmington.

Section 14.2 - Jury and Grand Jury Duty

Leave with pay will be granted to bargaining unit employees for time spent in jury and grand jury service. Evening and night shift employees will be granted leave for jury and grand jury service, even though such service occurs during the daytime, if reporting to work would impose or unreasonable hardship on the employees. Upon endorsement of their jury duty check to the City, employees shall be paid their regular wages for each day of jury service.

Section 14.3 - Voting Time

An employee who is eligible to vote in primary and general elections shall be granted time to vote if work for the employer would cause the employee not to have the opportunity to vote.

Section 14.4 - Personal Days

- a. Accrual  
Each employee shall have thirty-two (32) hours of personal time per year, to be credited on the anniversary date of employment. However, for the first year of employment, an employee shall accrue thirty-two (32) hours of personal leave at the rate of eight (8) hours for each 6.5 completed pay periods following initial date of employment. Personal days which remain unused after one (1) year from the date of credit shall be added to the employee's sick leave accumulation in conformance with the provisions of Section 13.3. All permanent part-time employees shall be entitled to two (2) personal days after two (2) years employment at a proportional, prorated basis.
- b. Use  
Personal days shall be scheduled by the mutual agreement of the employee and the Employer and shall not be unreasonably withheld. The employee shall, except in



the case of an emergency, provide the Employer with three (3) working days' notice. Personal days are to be used only for matters which the employee cannot attend to during non-working hours.

An employee who suffers an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first three (3) work days of absence without utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the Employer the dollar equivalent which duplicates payments received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers an on-the-job or who contracts a service-connected disease shall not be required to utilize any accumulated sick days prior to being granted an illness or injury leave in Article 15 (Leaves of Absence).

## ARTICLE XV LEAVES OF ABSENCE

### Section 15.1 - General Leave

The Employer may grant leaves of absence without pay to employees for periods not to exceed six months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods. Any request for such leave shall be made in writing by the employee reasonably in advance of the leave unless precluded by emergency conditions, stating the purpose of the leave, the expected duration of absence, and any additional relevant information.

Employees may only request a general leave after three (3) months of employment. No leave of absence will be granted to an employee for the purpose of accepting employment elsewhere. Unless otherwise required by law, benefits will not accrue for an employee while on general leave.

### Section 15.2 - Military Reserve Training and Emergency Call-Up

- a. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one (1) full pay period and such additions or extensions thereof without pay as may be necessary for the employee to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- b. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefit. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the

Employer. If military pay exceeds the employee's earnings for the period, the Employer shall return the difference to the employee.

- c. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- d. Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- e. During such basic training and up to sixty (60) days of special or advance training, if such employee's compensation for military activities is less than his/her compensation as an employee, he/she shall receive his/her regular compensation as an employee minus the amount of his/her base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

### Section 15.3 - Family Responsibility Leave

An employee may be granted unpaid Family Responsibility Leave as follows:

- a. For a period not to exceed six (6) weeks in any fiscal year, if FMLA is statutorily applicable to the Employer and bargaining unit employees.
- b. For a period not to exceed eighteen (18) weeks in any fiscal year, if FMLA is not statutorily applicable to the Employer and bargaining unit employees.
- c. The leave must be taken in minimum increments of two (2) weeks.
- d. All paid leaves must be exhausted prior to the use of Family Responsibility Leave.
- e. The leave shall be for the following purposes only:
  - 1) For the birth of a child, and to care for the newborn child;
  - 2) For the placement with the employee of a child for adoption or foster care;
  - 3) To care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- f. The employee must provide a minimum of fifteen (15) day's written notice to the employer prior to the commencement of the leave.

- g. The employer may require verification of all leaves, including medical verification.

#### Section 15.4 - Illness or Injury Leave

Employees who have utilized all their accumulated paid leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related illness, shall receive an unpaid illness or injury leave for a period, not to exceed six (6) months. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the illness or injury and approximate length of time needed for leave. Prior to the commencement of, and during the term of said leave, the employee may be required to provide written verification by a physician licensed in the State of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the illness or injury. If the Employer has reason to believe the employee is able to or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer.

An employee on an illness or injury leave shall have their insurance coverage maintained as if the employee continued to be active employee for a period of three (3) months. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on injury or illness leave shall pay the employee portion of the premium in a manner prescribed by the Employer.

#### Section 15.5 - Family and Medical Leave Act (FMLA)

If the provisions of the Family and Medical Leave Act are statutorily applicable to the employer and bargaining unit employees, then the Employer shall comply the provisions of the FMLA. Employees shall be required to exhaust paid leave time prior to using FMLA leave.

#### Section 15.6 - Insurance Coverage while on Leave

- a. An employee may maintain insurance coverage while on any unpaid leave, other than FMLA leave by paying to the Employer, in a manner prescribed by the Employer, the entire monthly premium.
- b. Employees on FMLA leave shall have their insurance coverage maintained as if they continued to be active employees. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on FMLA leave shall pay the employee portion of the premium in a manner prescribed by the Employer.

#### Section 15.7 - Employee Rights After Leave

When an employee returns from any leave of absence permitted by this Agreement, the employer shall return the employee to the same or similar position in the same position

classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

#### Section 15.8 - Failure to Return from Leave

Failure to return from a leave of absence within three (3) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within three (3) days after the expiration of the leave of absence or as soon as physically possible. Unless otherwise specifically provided in this Article, employees who are on an unpaid leave shall not lose any accrued seniority, but shall not accrue seniority, and shall not be entitled to any benefits.

### ARTICLE XVI WAGES AND BENEFITS

#### Section 16.1 - Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to appeal as per the procedure in Article I of this Agreement.

#### Section 16.2 - Pay Period

The salaries and wages of employees shall be paid in accordance with the current practice and such practice will not be unilaterally changed.

#### Section 16.3 - Clothing Allowance

Except for employees of the Police Department and City Hall, the Employer shall continue to provide uniforms, work clothing and the cleaning thereof as per the current practices. Each member of Public Works, Sewer and Water will be issued one new pair of steel toe or composite toe work boots (at the employee's preference) up to a value of One Hundred Seventy-Five Dollars (\$175.00) per fiscal year. To receive a new pair of boots during the fiscal year, the old pair of work boots must be brought into the Supervisor to determine if a new pair is needed. When a new pair is authorized by the Supervisor, the old pair shall remain in the employee's locker, respective work station, or an area designated by the Supervisor to be used for work when the employee will be working with any type of harsh environments.

In the event that the City decides in its discretion to require Police Department and/or City

Hall bargaining unit employees to wear standardized uniforms, the City will provide uniforms pursuant to a quartermaster system, whereby the article being replaced must be presented to the City before a new article is given out. Police and City Hall uniforms will be replaced only when deemed necessary in the reasonable judgment of the employee's supervisor. Police and City Hall employees shall be required to maintain and clean uniforms and keep the same in a neat and serviceable condition. This paragraph does not apply to any City Departments other than the Police and City Hall.

#### Section 16.4 - Optional Benefits

The City, from time to time, shall make available at employee expense through payroll deduction, other voluntary benefit programs to City employees including, but not limited to: deferred compensation, credit union, additional life insurance, additional disability insurance, and special pension plans.

#### Section 16.5 - Part-Time Employment

Part-time employment will be defined as an average of one thousand forty (1040) regularly scheduled hours per calendar year.

#### Section 16.6 - Educational Reimbursement

A full-time employee with at least (1) one year of service with the City may seek reimbursement for job-related college courses in accordance with the provision of this section. All requests shall be subject to the approval of the City Administrator, and subject to the availability of funds.

Reimbursement shall be subject to the following criteria:

1. A written request by the employee with all supporting documents to the City Administrator prior to registration.
2. The course or curriculum must be, in the opinion of the City Administrator, related to the employee's job, and approved by the City Administrator prior to enrollment.
3. The amount of funds budgeted by the City, and available for reimbursement on a City-wide basis.
4. Courses must be taken from an accredited college or university.
5. The employee must receive a minimum grade of C or its numerical equivalent.
6. Reimbursement is limited to tuition, books and laboratory fees which must be supported by presentment of an official receipt of payment issued by the institution attended.
7. Classes are not to be taken during the employee's work hours.
8. The employee must sign an agreement to repay the City for all reimbursement received, if the employee leaves the employment of the City for any reason prior to the completion of a period of one (1) year after completion of the course so reimbursed, including therein an agreement for the withholding of said amount

- from the employee's last payroll check or checks.
9. Beginning on January 1, 2020, reimbursement shall be limited to a maximum of one thousand Dollars (\$1,000) per employee during any calendar year. In the event that funding is not available for all City employees who have been approved for reimbursement, the City Administrator may prorate the reimbursement among the approved employees.

ARTICLE XVII  
TEMPORARY ASSIGNMENT

Section 17.1 - Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay the employee must:

- a. Be directed to perform duties or the duty which distinguish the position classification and/or be held accountable for the responsibility of a different position classification.
- b. Perform duties and/or be held accountable for responsibilities not considered a normal part of his/her regular position classification.
- c. Perform the assigned duties for at least four (4) hours of the work day.

Section 17.2 - Payment

- a. Bargaining Unit Positions  
An employee temporarily assigned to a position classification in an equal or lower paygrade than his/her permanent position classification shall be paid his/her proper permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received permanent position classification, the employee shall be paid as if he/she received a promotion into such higher pay grade. The Employer shall pay the employee the higher rate for the full time of such assignment.
- b. Non-bargaining Unit Supervisory Positions  
An employee temporarily assigned to a non-bargaining unit supervisory position shall be paid an additional ten percent (10%) of their wage rate for the hours so assigned and worked.

ARTICLE XVIII  
INSURANCE

Section 18.1 - Health

The City shall provide to all covered employees, for the duration of this Agreement, group medical insurance. The City agrees that the insurance coverage to be provided will be similar to typical mainstream coverage as commonly found in the marketplace and shall be no less than the coverage plans provided for the general non-bargaining unit employees of the City.

The Employer and the employee shall pay the following percentages of the premium for the coverage selected (subject to the City's right to add, modify or withdraw coverage pursuant to the prior paragraph). However, the employee PPO premium contributions shall not exceed the following cap amounts per month:

HMO Plan		
Year	Employer%	Employee%
2020-21	100%	0%
2021-22	100%	0%
2022-23	100%	0%

PPO Plan			
Year	Employer%	Employee%	Cap
2019-20	85%	15%	\$ 220
2020-21	85%	15%	\$ 270
2021-22	85 %	15%	\$ 285
2022-23	85%	15%	\$ 300

HSA Plan		
Year	Employer%	Employee%
2020-21	100%	0%
2021-22	100%	0%
2022-23	100%	0%

Retirees and dependents may remain in the City's health insurance plan if the retiree pays the entire cost of the premium for the coverage selected.

In the event that the City offers prescription card coverage to all other City employees, then the City shall provide to all covered employees, for the duration of this Agreement, a prescription card for use in providing prescriptions to the employees and the dependents of the same type and under the same conditions as is provided to all other City employees.

Notwithstanding the foregoing, either party may seek to reopen this Section by submitting a written request to the other party no earlier than October 1, 2020 and no later than December 1, 2020. If such written request is not timely submitted, the terms described above will remain in

effect for the remainder of the Agreement. If such written request is timely submitted, the parties will begin negotiations over the replacement terms for Section 18.1 within two calendar weeks of the written request (unless mutually agreed otherwise). Negotiations will occur over the course of at least sixty (60) days, and the original terms described above will remain in effect for at least that time period.

### Section 18.2 - Liability

The Employer shall provide liability insurance for employees as prescribed in applicable law(s).

### Section 18.3 - Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (indemnity and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

### Section 18.4 - Life Insurance

The City shall continue providing to all covered employees, for the duration of this Agreement, group term life insurance with a death benefit of Fifty Thousand Dollars (\$50,000.00). The premium for said coverage shall be paid by the City. In accordance with Section 16.4, the City shall make available, at the employee's expense through payroll deduction, additional life insurance.

## ARTICLE XIX SENIORITY

### Section 19.1 - Definition

For the purposes of this Agreement, the following definition applies:  
"Seniority" means uninterrupted employment with the Employer beginning with the latest date of hire with the Employer.

Departmental seniority means uninterrupted employment in a department beginning with the latest date of assignment to the department.



### Section 19.2 - Application

In all applications where seniority is to be specifically considered under this Agreement, the ability of the employee shall mean the qualifications and ability of an employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section 1 above shall govern, unless otherwise provided in the Agreement.

### Section 19.3 - Loss of Seniority

An employee shall lose his/her seniority and no longer be an employee if:

- a. He/she resigns or quits
- b. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure)
- c. He/she retires;
- d. He/she does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified;
- e. He/she has been on layoff for a period of two (2) years; or
- f. He/she is absent from work the five (5) consecutive days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In addition, the union shall be notified in writing of that fact.

### Section 19.4 - Reinstatement

If an employee resigns or quits, and subsequently is rehired by the Employer within six (6) months of the termination of their previous employment, their original seniority date will be restored upon completion of three (3) consecutive years of employment, excluding time on leave of absence.

### Section 19.5 - Probationary Period

Each employee receiving an appointment to a permanent position in the City of Wilmington must serve a probationary period of twelve (12) months before the appointment shall be considered permanent. However, the employee shall be allowed the use of holidays and sick leave after three (3) months.

An employee receiving a promotion must serve a twenty (20) working day probationary period. If the promoted employee fails to meet the required standards of performance within the probationary period, or the employee desires to return to their previous position during the probationary period, the employee will be restored to the position from which he/she was promoted.

## **ARTICLE XX LAYOFF AND RECALL**

### Section 20.1 - Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority (Junior to Senior) in the following departments:

Sewer, City Crew, Water, City Hall and Police Department

However, no full time and/or permanent part time employee will be laid off until any temporary, provisional or emergency employee has first been laid off.

### Section 20.2 - Bumping

When employees are laid off from their home Department due to a reduction in the work force, they shall be permitted to exercise their seniority rights within their department groupings;

Sewer, City Crew, and Water City Hall and Police Department

Employees will be allowed to bump the junior full-time employee in one of the other Departments in their home groupings and be given up to thirty (30) working days to demonstrate they have the skill and ability to perform the duties of the position. Full-time employee bump by senior fulltime employees will be allowed to bump regular part-time employees. Employees who fail to qualify in thirty (30) working days shall be placed on layoff. The employee exercising their bumping rights will have their wages adjusted to the level of the position they are bumping into.

### Section 20.3 - Recall

Employees shall be recalled from layoff in reverse order of the layoff procedure and in accordance to their seniority. No new employee shall be hired, until all employees, who have been on layoff status not more than two (2) years, have been afforded an opportunity to return and who desire to return to work have been recalled. Upon recall, a laid off employee shall have five (5) days to accept the recall.

## **ARTICLE XXI** **VACANCIES**

### **Section 21.1 - Posting**

Whenever a job vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days.

During this period, employees who wish to apply for the vacant job, including employees on layoff may do so.

### **Section 21.2 - Selection**

The Employer, using the following order of priority, shall fill the vacancy by promoting, from among the applicants with the ability to perform the duties of the classification:

1. The most senior employee from the next lower rated position classification in that series within that Department, with the ability to perform the duties of the classification.
2. The most senior employee from another classification in that Department, with the ability to perform the duties of the classification.
3. The most senior employee from other classifications in other Departments, with the ability to perform the duties of the classification.
4. In the event that no employee with the ability to perform the duties of the classification applies for the vacancy, the Employer may hire from outside applicants.

### **Section 21.3 - Temporary Vacancies**

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days. Job openings that recur on a regular basis and/or that remain open more than thirty (30) days at a time shall not be considered temporary job openings.

**ARTICLE XXII  
PERSONNEL FILES**

The Employer shall maintain one (1) official personnel file. Employees shall be entitled to full access to their personnel files. Such files shall contain job-related information only. The employee will make prior arrangements and give reasonable notice. Requests for copies will be honored.

**ARTICLE XXIII  
SAVINGS CLAUSE**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE XXIV  
NO STRIKE NO LOCKOUT**

During the term of this Agreement there shall be no strikes, work stoppages or slowdowns. No officer or representatives of the Union shall authorize, institute, instigate, aid or condone any such activities. No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

**ARTICLE XXV  
MANAGEMENT RIGHTS**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage the operations, determine its policies, budget and operations, the manner of exercise of its statutory functions, and the direction of its working forces, including, but not limited to: the rights to hire, promote, demote, transfer, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve Employees from duty, because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

**ARTICLE XXVI**  
**APPROVAL, EXECUTION AND TERMINATION**

This Agreement shall be effective upon its approval by both parties and shall continue in full force and effect until midnight April 30, 2023 and thereafter from year to year, unless not more than one hundred twenty (120) days, but not less than ninety (90) days prior to April 30, 2023 or any subsequent April 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

Approved by both parties as of \_\_\_\_\_, 2021.

[SIGNATURE PAGE TO FOLLOW]

For the Union:  
AFSCME Council 31

For the Employer:  
City of Wilmington

By: \_\_\_\_\_  
David Marlow

By: \_\_\_\_\_  
Roy Strong, Mayor

For AFSCME Local 1909

Attest

By: \_\_\_\_\_  
John Sadrakula

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

## **DRUG AND ALCOHOL TESTING OF EMPLOYEES POLICY STATEMENT**

The parties agree that, in order to protect the safety of employees and the public, the workplace should be free from the risks posed by employees impaired by the abuse of alcohol and controlled substances. While the parties recognize that abuse of alcohol and controlled substances is a treatable illness, employees found to be impaired while on duty may be subject to discipline.

### **Random Drug Testing:**

If at any time during this agreement the City adopts a random drug testing policy for non-union City employees, the Union will have no objections, and said policy will be applicable to the Union, in accordance with DOT Standards for random drug testing which will apply to all employees. However, the City's random drug policy will not be applicable to all employees who participate in the DOT Standards random drug testing program. The City agrees to provide a copy of any such policy to the Union fourteen (14) days prior to its implementation.

### **Section 1. When a Test May be Compelled**

- a. Reasonable Suspicion - Except as otherwise provided in this Article, employees shall not be subject to drug or alcohol testing unless there is reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol. When a supervisor has reasonable suspicion to suspect that an employee is under the influence, that supervisor shall have his/her suspicion confirmed by a designated management representative (a representative of the Personnel Department) who has received adequate training in determining whether reasonable suspicion exists to require testing. If the suspicion is confirmed, the Union shall be notified and the Employer shall arrange for the drug or alcohol test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test.
  
- b. Employees who perform safety-sensitive functions as defined by the U.S. Department of Transportation (functions requiring a Commercial Driver's License), shall be subject to the following forms of testing in accordance with DOT regulations:

Pre-employment - Prior to the first time an employee performs safety-sensitive functions.

Post-accident - Where the accident involved the loss of human life or the employee received a citation for a moving traffic violation arising from the accident.

Random - Annual testing of 25% of safety-sensitive employees for alcohol and 50% for controlled substances. Shall not exceed percent required by DOT.

Return-to-duty - Prior to returning to duty requiring the performance of safety-sensitive functions after engaging in prohibited conduct concerning alcohol or controlled substances.

Follow-up - After employee returns to duty following a determination that the employee has engaged in prohibited conduct.

Reasonable Suspicion - As provided for above.

## **Section 2. Testing Procedures**

All testing procedures shall meet the standards established under DOT

### regulations. a. Controlled Substances Testing

1. The employee being ordered to submit to a drug test shall be allowed to give the sample in private.
2. Only certified laboratories that are agreed to by the parties and that meet Department of Health and Human Services standards shall be used to conduct the tests. The labs must use tamper proof containers; have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of one (1) year. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. The initial test shall use an immunoassay test. Specimens that test negative shall be reported negative and no further testing shall be conducted. Specimens that test positive shall be tested for confirmation by chemical analysis of urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures. The required procedure is as follows:  
The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee and the Union representative, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be in the transportation container after being drawn. Then the container shall be sealed in the employee's and Union Representative's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available. A "split sample" shall be collected and the employee shall be offered the opportunity to have the split sample tested at a laboratory of his/her own choosing. An employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

b. Alcohol Testing

Tests must be conducted with evidential breath test devices in accordance with DOT regulations. A Breath Alcohol Technician (BAT) who is not the employee's immediate supervisor shall administer the test. If the initial result is under 0.02, no further testing or action shall be taken. If the result is 0.02 or higher, a confirmation test shall be conducted at least 15 minutes but not more than 20 minutes after the screening test. Before the confirmation test, tests run shall be run (air blank) to make sure the EBT is working properly.

Employees with a test result of 0.02 or greater shall not perform safety-sensitive functions (as defined by DOT regulations).

**Section 3. Definition of a Positive Result**

LABORATORY ANALYSIS PROCEDURES

The initial test is performed by an immunoassay test. The cutoff levels for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter:

Marijuana	100
metabolites Cocaine	ng/ml
metabolites Opiate	300ng/m
metabolites	1
Phencyclidine	300ng/m
Amphetamines	1 25
	ng/ml

A confirmation test is performed on all initial positive tests. The cutoff levels for confirmation tests are:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

A test will only be deemed positive if it exceeds the cutoff levels for the confirmation test and only after a qualified Medical Review Officer (MRO) has met and discussed the results with



the employee to determine if there is a legitimate medical explanation for the positive test result. If there is a legitimate explanation, the MRO shall report to the employer that the test is negative. A confirmation test will only be given when the initial test cutoff levels are exceeded. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

The employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of double time the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

#### **Section 4. Test Results**

Management shall notify the Union of the results of the test within sixty (60) hours after the employee has submitted to the test. Management shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by Management. Reports of a positive test shall, at a minimum, state (1) the type of tests conducted, (2) the results of the tests, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a Medical Review Officer (MRO) prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

#### **Section 5. Retesting**

If the test results are positive, the Union or the employee shall have the right to request the preserved samples to be sent for testing to a laboratory chosen by the Union or the employee and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's records cleared.

#### **Section 6. Treatment**

- a. An Employee Assistance Plan (EAP) shall be available at no charge to employees. The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse. The Employer shall pay the cost of the EAP.
- b. An employee who tests positive or who will be disciplined as a result of drug or alcohol use or abuse may elect to meet with the EAP counselor and/or to seek further treatment for drug use or abuse. The Employer shall suspend the imposition of discipline pending an employee's participation in the EAP program or in further treatment. If the employee successfully completes the EAP program or treatment, the discipline shall be rescinded and the employee's record cleared.
- c. The Employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The insurance should provide for both out-

patient and inpatient treatment depending on the appropriate course in each employee's case. The inpatient treatment covered shall be of at least thirty (30) days' duration.

- d. If the nature of the EAP or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his treatment leave.
- e. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, through the EAP Program, or through one of the Employer's health care providers and/or referrals, for an alcohol or drug related problem. The Employer shall make available through the Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment, employees shall be allowed to: 1. use accumulated sick leave; and/or 2. paid leave; and/or 3. be placed on unpaid leave; and/or 4. be transferred to a position for which he/she is fit, if available.

### **Section 7. Savings Clause**

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

### **Section 8. Indemnification**

The Employer agrees to hold the Union harmless and to bear the expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

### **Section 9. Confidentiality**

The Union and the Employer agree to keep the names of employees undergoing this procedure confidential. The Employer agrees not to contact law enforcement authorities as a result of a positive test.

### **Section 10. Implementation**

The provisions of this Article requiring testing shall not go into effect until the effective date of the DOT regulations.

**APPENDIX A  
WAGE SCHEDULE**

	FY 2021 (05/01/20-04/30/21) 2.5% increase	FY 2022 (05/01/21-04/30/22) 2.75% increase	FY 2023 (05/01/22-04/30/23) 2.5% increase
<b>Water Reclamation</b>			
Sewer Crew 4 Operator, Class 1 License	\$35.82	\$36.81	\$37.73
Sewer Crew 3 Operator, Class 2, 3 or 4 License	\$34.90	\$35.86	\$36.76
Sewer Crew 2 Non-License over 5 years	\$32.05	\$32.93	\$33.75
Sewer Crew 1 Non-License under 5 years	\$25.20	\$25.89	\$26.54
<b>Water Plant</b>			
Water Crew 5 Operator, Class A License	\$35.83	\$36.82	\$37.74
Water Crew 4 Operator, Class B or C License	\$34.90	\$35.86	\$36.77
Water Crew 3 Operator, Class D License	\$33.08	\$33.99	\$34.84
Water Crew 2 Non-License over 5 years	\$32.05	\$32.94	\$33.76
Water Crew 1 Non-License under 5 years	\$25.20	\$25.89	\$26.54
<b>Public Works</b>			
Street Crew 4, Lead Person (All equipment operator)	\$33.18	\$34.09	\$34.94
Street Crew 3, All Equipment Operator	\$32.29	\$33.18	\$34.00
Street Crew 2, Laborer over 4 years	\$26.34	\$27.06	\$27.74
Street Crew 1, Laborer under 4 years	\$22.91	\$23.54	\$24.13
<b>Water Reclamation/Water Plant/Public Works</b>			
Maintenance over 8 years	\$24.41	\$25.08	\$25.71
Maintenance over 4 years	\$23.66	\$24.31	\$24.92
Maintenance under 4 years	\$22.91	\$23.54	\$24.13
<b>City Hall</b>			
Fiscal Clerk over 8 years	\$29.79	\$30.61	\$31.38
Fiscal Clerk over 4 years	\$27.04	\$27.78	\$28.47
Fiscal Clerk over 1 year	\$24.30	\$24.97	\$25.59
Fiscal Clerk under 1 year	\$21.56	\$22.15	\$22.70
Fiscal Clerk Part Time	\$17.46	\$17.94	\$18.39
<b>Police Department</b>			
Records Clerk Part Time	\$17.46	\$17.94	\$18.39

# City of Wilmington

Check Register Meeting Date: March 16, 2021



Check#	Date	Vendor/Employee	Amount
<b>Fund 1</b>		<b>General Corporate Fund</b>	
	3/12/2021	Payroll Sweep	79,381.82
	3/11/2021	Paycor	443.97
See attached	3/16/2021	VARIOUS	12,401.13
		<b>Total:</b>	<u>92,226.92</u>
<b>Fund 2</b>		<b>Water Operating M &amp; R Fund</b>	
	3/12/2021	Payroll Sweep	16,987.02
	3/9/2021	Postage	460.26
See attached	3/16/2021	VARIOUS	78,407.35
		<b>Total:</b>	<u>95,854.63</u>
<b>Fund 4</b>		<b>Sewer Operating M &amp; R Fund</b>	
	3/12/2021	Payroll Sweep	12,615.43
	3/9/2021	Postage	460.26
See attached	3/16/2021	VARIOUS	1,366.57
		<b>Total:</b>	<u>14,442.26</u>
<b>Fund 7</b>		<b>ESDA Fund</b>	
See attached	3/16/2021	VARIOUS	91.48
		<b>Total:</b>	<u>91.48</u>
		<b>GRAND TOTAL:</b>	<u><u>202,615.29</u></u>

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

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

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

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

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

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

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

\_\_\_\_\_  
Todd Holmes

**Approved: March 16, 2021**

# Accounts Payable

## To Be Paid Proof List

User: Msurman  
 Printed: 03/11/2021 - 1:09PM  
 Batch: 00010.03.2021

City of Wilmington  
 1165 S. Water St  
 Wilmington, IL 60481  
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Allegra Coal City									
0032									
116564	2/24/2021	283.62	0.00	03/16/2021				No	0
01-01-6970 Oper Supplies and Tools				GC operating checks 1,000					
116564 Total:		283.62							
Allegra Coal City Total:		283.62							
BTI Tire & Alignment									
1789									
023132	2/26/2021	355.34	0.00	03/16/2021				No	0
01-03-6640 Maint-Vehicles				2019 Ford Interceptor Brakes/pads/rotors					
023132 Total:		355.34							
023146	2/28/2021	75.00	0.00	03/16/2021				No	0
01-05-6640 Maint-Vehicles				Tow dumptruck to city garage					
023146 Total:		75.00							
BTI Tire & Alignment Tota		430.34							
Camz Communications, Inc.									
1199									
21-147	3/3/2021	3,095.00	0.00	03/16/2021				No	0
01-03-7320 Equipment Purchases				2021 Ford Interceptor M5 install					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
	21-147 Total:	3,095.00							
	Camz Communications, Inc	3,095.00							
Chicago Metropolitan Agency for Planning 1080 FY2021--273	3/9/2021	213.86	0.00	03/16/2021	FY2021 Local Contributions			No	0
01-01-6360 Dues Subscr. & Memberships									
	FY2021--273 Total:	213.86							
	Chicago Metropolitan Agen	213.86							
ComEd 0091 *** 2915011079	2/11/2021	0.37	0.00	03/16/2021	PARK Electricity			No	0
01-02-6810 Utilities									
	2915011079 Total:	0.37							
*** St.Light Elect	2/11/2021	228.27	0.00	03/16/2021	St. Light Electricity			No	0
01-05-6740 Street Light Electricity									
	St.Light Elect Total:	228.27							
	ComEd Total:	228.64							
DTW Inc 0117 7348	2/28/2021	1,647.96	0.00	03/16/2021	Feb. 2021 computer work WPD			No	0
01-03-6335 Prof Fees - Computer R&M									
	7348 Total:	1,647.96							
	DTW Inc Total:	1,647.96							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Fleet Safety Supply									
1198									
76561	2/24/2021	122.86	0.00	03/16/2021				No	0
01-03-6640 Maint-Vehicles				HVAC Relocation Bracket					
	76561 Total:	122.86							
	Fleet Safety Supply Total:	122.86							
Fort Dearborn Life Insurance									
0142									
March 2021 a	3/9/2021	82.91	0.00	03/16/2021				No	0
01-01-6380 Employee Health & Life Insuranc				Finance & Adm. Life Ins. Allocation		Employee Life I			
	March 2021 a Total:	82.91							
March 2021 b	3/9/2021	296.73	0.00	03/16/2021				No	0
01-03-6380 Employee Health & Life Insuranc				WPD Life Ins. Allocation		Employee Life			
	March 2021 b Total:	296.73							
March 2021 c	3/9/2021	47.15	0.00	03/16/2021				No	0
01-05-6380 Employee Health & Life Insuranc				Public Works Dept. Life Ins. Allocation		Employee Life			
	March 2021 c Total:	47.15							
	Fort Dearborn Life Insuran	426.79							
Heritage FS, Inc.									
0177									
36007479a	3/9/2021	1,303.53	0.00	03/16/2021				No	0
01-03-6930 Gasoline & Oil				Gasoline					
	36007479a Total:	1,303.53							
36007479b	3/9/2021	640.33	0.00	03/16/2021				No	0
01-05-6930 Gasoline & Oil				Gasoline					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		<u>640.33</u>							
36007479c	3/9/2021	91.48 *	0.00	03/16/2021	Gasoline			No	0
07-00-6930 Gasoline & Oil									
		<u>91.48</u>							
36007527	2/24/2021	1,461.76 0	0.00	03/16/2021	Power Fluid Bulk/15W40 Bulk			No	0
01-05-6930 Gasoline & Oil									
		<u>1,461.76</u>							
		<u>3,497.10</u>							
Heritage FS, Inc. Total:									
Kankakee Truck Equipment, Inc.									
1300									
173438	1/27/2021	117.65	0.00	03/16/2021	Receiver kit & lock pin			No	0
01-05-6510 Maintenance - Equipment									
		<u>117.65</u>							
173438 Total:									
		<u>117.65</u>							
Kankakee Truck Equipmen		117.65 *							
Menards Bradley									
0280									
27609	2/26/2021	298.85	0.00	03/16/2021	8' led strip,mailbox post, tube cutter			No	0
01-05-6970 Oper Supplies and Tools									
		<u>298.85</u>							
27609 Total:									
		<u>298.85</u>							
Menards Bradley Total:		298.85 *							
Olivieri Brothers, Inc.									
1686									
14749	3/1/2021	840.00	0.00	03/16/2021	Amazon HMW1 Phase 2			No	0
01-14-6338 Consulting Fees - Developers									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	14749 Total:	840.00							
	Olivieri Brothers, Inc. Total:	840.00							
Rush Truck Centers, Inc. 0228 3022480710	3/9/2021	140.98	0.00	03/16/2021				No	0
01-05-6640 Maint-Vehicles					U joint driveline/spl/strap kit				
	3022480710 Total:	140.98							
	Rush Truck Centers, Inc. Total:	140.98							
ULINE 1627 130531610	2/23/2021	315.13	0.00	03/16/2021				No	0
01-03-6970 Oper Supplies and Tools					Hard Surface Mat 60x60 no lip				
	130531610 Total:	315.13							
	ULINE Total:	315.13							
Waste Management Of II SW 0463 6159001-2007-7	2/26/2021	833.83	0.00	03/16/2021				No	0
01-02-6670 Prof Fees - Other					IDNR - March 2021				
	6159001-2007-7 Total:	833.83							
	Waste Management Of II S Total:	833.83							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:	12,492.61
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# Accounts Payable

## To Be Paid Proof List

User: Msurman  
 Printed: 03/11/2021 - 1:23PM  
 Batch: 00020.03.2021

City of Wilmington  
 1165 S. Water St  
 Wilmington, IL 60481  
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
Allegra Coal City									
0032									
116565s	2/24/2021	141.81	0.00	03/16/2021				No	0
04-00-6970 Oper Supplies & Tool					W/S operating checks 1,000				
		<u>141.81</u>							
116565s Total:		141.81							
116565w	2/21/2021	141.81	0.00	03/16/2021				No	0
02-21-6970 Oper Supplies and Tools					W/S operating checks 1,000				
		<u>141.81</u>							
116565w Total:		141.81							
Allegra Coal City Total:		<u>283.62</u>							
ComEd									
0091									
*** Sewer	2/11/2021	3.06	0.00	03/16/2021				No	0
04-00-6810 Utilities - Electric & Gas					Sewer Electricity				
		<u>3.06</u>							
Sewer Total:		3.06							
Water	2/11/2021	155.47	0.00	03/16/2021				No	0
02-21-6810 Utilities					Water Electricity				
		<u>155.47</u>							
Water Total:		155.47							
ComEd Total:		<u>158.53</u>							

DTW Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
0117									
7330	2/28/2021	52.50	0.00	03/16/2021				No	0
04-00-6335 Prof Fees - Computer R&M				Feb. 2021 statement					
	7330 Total:	52.50							
	DTW Inc Total:	52.50							
Fort Dearborn Life Insurance									
0142									
March 2021s	3/9/2021	66.85	0.00	03/16/2021				No	0
04-00-6380 Sewer Dept. Health & Life Ins.				Sewer Dept. Life Ins. Allocation		Employee Life			
	March 2021s Total:	66.85							
March 2021w	3/9/2021	84.79	0.00	03/16/2021				No	0
02-21-6380 Employee Health & Life Insurnc				Water Dept. Life Ins. Allocation		Employee Life			
	March 2021w Total:	84.79							
	Fort Dearborn Life Insuran	151.64							
Hawkins, Inc.									
1784									
4889509	2/26/2021	1,053.20	0.00	03/16/2021				No	0
02-21-7030 Water Treatment Chemicals				Ammonia /Chlorine					
	4889509 Total:	1,053.20							
	Hawkins, Inc. Total:	1,053.20							
Heritage FS, Inc.									
0177									
36007336 s2	2/4/2021	142.98	0.00	03/16/2021				No	0
04-00-6930 Gasoline & Oil				Sewer gasoline reissue					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	36007336 s2 Total:	142.98							
36007336 w2	2/4/2021	119.15 *	0.00	03/16/2021	Water gasoline			No	0
02-21-6930 Gasoline & Oil									
	36007336 w2 Total:	119.15							
36007479s	2/22/2021	137.21 e	0.00	03/16/2021	Sewer gasoline reissue			No	0
04-00-6930 Gasoline & Oil									
	36007479s Total:	137.21							
36007479w	2/22/2021	114.35 e	0.00	03/16/2021	Sewer gasoline reissue			No	0
02-21-6930 Gasoline & Oil									
	36007479w Total:	114.35							
	Heritage FS, Inc. Total:	513.69							
Illinois Enviromental Protection Agency									
0197									
L17-3276 (17) I	2/16/2021	1,905.02 d	0.00	03/16/2021	Water Bond - Interest			No	0
02-21-7934 Wtr IEPA Loan#1 Interest									
	L17-3276 (17) I Total:	1,905.02							
L17-3276 (17) P	2/16/2021	12,363.89 e	0.00	03/16/2021	Water Bond - Principal			No	0
02-21-7932 Wtr IEPA Loan#1 Princ									
	L17-3276 (17) P Total:	12,363.89							
L17-5194 (12) I	2/16/2021	5,721.23	0.00	03/16/2021	Water Bond - Interest			No	0
02-21-7929 Wtr IEPA Loan#2 - Interest									
	L17-5194 (12) I Total:	5,721.23 *							
L17-5194 (12) P	2/16/2021	14,649.99 v	0.00	03/16/2021	Water Bond - Principal			No	0
02-21-7928 Wtr IEPA Loan#2 Princ									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	L17-5194 (12) P Total:	14,649.99							
	Illinois Enviromental Prote	34,640.13							
Nestle Water North America									
1439								No	0
11B8103700285	3/2/2021	17.99	0.00	03/16/2021					
04-00-6970 Oper Supplies & Tool				Water cooler rental					
	11B8103700285 Total:	17.99							
	Nestle Water North Americ	17.99							
PDC Labs, Inc									
0330								No	0
I9454220	2/26/2021	1,120.50	0.00	03/16/2021					
02-21-6670 Prof Fees - Other -Labs				Samples					
	I9454220 Total:	1,120.50							
	PDC Labs, Inc Total:	1,120.50							
USA Blue Book									
0449								No	0
505137	2/16/2021	22.95	0.00	03/16/2021					
04-00-6970 Oper Supplies & Tool				Graduated Cylinder					
	505137 Total:	22.95							
507569	2/18/2021	97.90	0.00	03/16/2021				No	0
04-00-6970 Oper Supplies & Tool				Y-Strainer Socket 3/4"					
	507569 Total:	97.90							
	USA Blue Book Total:	120.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Waste Management Of Il SW 0463									
6157916-2007-8	2/26/2021	40,252.66	0.00	03/16/2021				No	0
02-23-6420 Garbage Collection Expense				Feb. 2021 Municipal route					
6157916-2007-8 Total:		<u>40,252.66</u>							
Waste Management Of Il S		<u>40,252.66</u>							
Report Total:		<u><u>78,365.31</u></u>							

# Accounts Payable

## Computer Check Proof List by Vendor

User: Msurman  
 Printed: 03/11/2021 - 1:47PM  
 Batch: 00005.03.2021

City of Wilmington  
 1165 S. Water St  
 Wilmington, IL 60481  
 815-476-2175



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00001	Hubrich Group Complete Safety			Check Sequence: 1	ACH Enabled: False
	Refund Check 005891-000, 330 N First St	640.62	03/09/2021	02-00-3202	
	Refund Check 005891-000, 330 N First St	683.32	03/09/2021	04-00-3202	
	Check Total:	1,323.94			
Vendor: UB*00002	Linda Strong			Check Sequence: 2	ACH Enabled: False
	Refund Check 007380-000, 320 River St	84.67	03/09/2021	02-00-3202	
	Check Total:	84.67			
	Total for Check Run:	1,408.61			
	Total of Number of Checks:	2			



**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
<b>GENERAL FUND REVENUES</b>																	
<i>Taxes</i>																	
01-00-4020	PROPERTY TAXES - G/C		16,709	112,774	5,914	4,222	100,307	6,048	3,882	-	-	-	-	-	249,856	262,500	95.18%
01-00-4030	STATE SALES TAX		68,512	77,191	78,206	88,536	98,750	96,726	95,020	90,526	90,519	78,643	107,245	-	969,874	602,000	161.11%
01-00-4050	MULTIPLE UTILITY TAXES		15,827	63,609	42,345	47,991	48,264	47,046	39,274	33,803	7,747	86,156	-	-	432,062	526,000	82.14%
01-00-4235	CABLE TV FRANCHISE FEE		-	19,439	-	-	18,860	-	-	25,492	-	20,217	-	-	84,008	77,600	108.26%
01-00-4155	VIDEO GAMING TAX		-	6,123	-	-	11,079	11,235	-	8,650	17,409	-	-	-	54,496	69,000	78.98%
01-03-4020	PROPERTY TAXES - POLICE DEPT.		9,530	64,317	3,373	2,408	53,785	3,449	2,214	-	-	-	-	-	139,076	150,000	92.72%
01-05-4020	PROPERTY TAXES - ST & ALLEYS		6,095	41,735	2,033	1,517	35,360	2,028	1,311	-	-	-	-	-	90,079	109,500	82.26%
01-09-4020	PROPERTY TAXES - FICA G/C		7,346	49,580	2,600	1,856	41,462	2,659	1,707	-	-	-	-	-	107,210	115,000	93.23%
01-09-4021	PROPERTY TAXES - IMRF		2,988	20,169	1,058	755	16,867	1,082	694	-	-	-	-	-	43,613	47,000	92.79%
01-10-4020	PROPERTY TAXES - AUDIT & ACCOUNTING		1,240	8,367	313	6,997	449	288	-	-	-	-	-	-	18,093	19,500	92.79%
01-15-4020	PROPERTY TAXES - POLICE PENSION		26,757	78,617	9,471	6,760	151,016	9,685	6,217	-	-	-	-	-	288,523	420,200	68.66%
01-25-4020	PROPERTY TAXES - GENERAL LIAB. INS.		5,727	38,653	2,027	1,447	32,323	2,073	1,331	-	-	-	-	-	83,581	89,940	92.93%
01-25-4022	PROPERTY TAXES - W/COMP		5,727	38,653	2,027	1,447	32,323	2,073	1,331	-	-	-	-	-	83,581	89,940	92.93%
<i>Intergovernmental</i>																	
01-00-4040	TWP R&B PPRT		-	813	-	-	624	-	-	996	-	974	-	-	3,409	4,000	85.21%
01-00-4130	STATE PPRT		8,851	-	10,041	6,795	-	8,615	-	2,230	10,604	-	-	-	47,135	47,000	100.29%
01-00-4150	STATE INCOME TAX (LGDF)		57,710	35,746	56,763	77,607	43,973	63,677	43,027	-	60,691	38,094	-	-	477,288	534,000	89.38%
01-00-4153	LOCAL USE TAX		14,229	18,100	19,161	21,310	21,514	21,754	20,715	-	23,278	21,887	-	-	181,947	190,000	95.76%
01-00-4154	PULL TAB / JAR GAMES TAX		-	-	-	1,786	-	-	-	-	-	-	-	-	1,786	1,000	178.63%
01-03-4160	GRANTS - STATE MISC.		-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0.00%
<i>Licenses &amp; Permits</i>																	
01-00-4230	BUSINESS REGISTRATION FEE		16	89	10	-	30	10	10	30	930	390	-	-	1,515	1,500	101.00%
01-00-4232	ECONOMIC DEVELOPMENT FEE		574	677	15	553	598	568	15	1,151	1,948	1,138	-	-	7,238	7,500	96.51%
01-00-4237	CONTRACTOR'S LICENSE		2,000	4,000	2,000	1,300	1,800	1,500	1,000	3,300	2,900	-	-	-	19,800	18,000	110.00%
01-00-4250	LICENSE - MISC.		105	1,225	300	75	305	255	-	650	200	50	-	-	3,165	3,000	105.50%
01-00-4270	LIQUOR LICENSES		400	800	-	-	855	2,555	-	1,400	800	-	-	-	6,810	15,000	45.40%
01-13-4290	BUILDING PERMIT FEES - CITY		34,949	21,246	21,982	8,743	39,653	7,110	-	6,982	274,913	-	-	-	415,578	65,000	639.35%
01-13-4291	BUILDING INSPECTION FEES		5,070	5,540	5,560	3,340	19,140	2,725	1,250	3,820	42,368	-	-	-	88,813	40,000	222.03%
01-14-4540	PLANNING FEE		-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0.00%
01-14-4640	ZONING FEE		250	-	-	-	-	-	-	-	-	-	-	-	250	500	0.00%
<i>Fines &amp; Forefeits</i>																	
01-00-4251	TRUCK PERMITS - OVERWEIGHT		1,040	660	460	320	588	820	1,336	788	900	-	-	-	6,912	12,500	55.30%
01-00-4416	WPD RESTRICTED CONTRIBS K9		-	-	300	-	-	5,000	-	-	-	-	-	-	5,300	1,000	530.00%
01-00-4420	CIRCUIT CLERK COURT FINES		5,434	1,636	3,170	5,708	7,569	2,686	-	4,911	2,100	-	-	-	33,214	33,000	100.65%
01-00-4450	MISC. ORDINANCE FINES		3,025	2,575	3,250	7,250	1,275	2,001	1,975	2,525	2,825	4,537	-	-	31,238	45,000	69.42%
01-00-4455	IMPOUNDMENT FINE / SPEC TRNG		500	250	-	-	-	-	-	-	-	250	-	-	1,000	3,750	26.67%
01-00-4840	INSURANCE CLAIMS REIMBURSEMENTS		-	-	-	-	482	-	-	-	-	-	-	-	482	5,000	9.63%
<i>Reimbursements</i>																	
01-00-4870	OTHER REIMBURSEMENTS		-	-	-	-	503	1,163	-	51	-	-	-	-	1,716	15,000	11.44%
01-00-4872	HEALTH/DENTAL INS. REIMBURSEMENTS		3,716	16,003	2,641	7,105	8,978	4,609	799	7,974	24,758	3,893	-	-	80,473	90,000	89.41%
01-00-4874	DEVELOPER REIMBURSEMENTS		18,769	19,864	29,204	19,757	21,067	19,245	38,411	82,002	-	-	-	-	248,319	300,000	82.77%
<i>Miscellaneous</i>																	
01-00-4850	INTEREST INCOME		431	248	-	-	-	-	-	-	-	-	-	-	680	7,000	9.71%
01-00-4859	OTHER INCOME - CATFISH DAYS		-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0.00%
01-00-4860	OTHER INCOME - MISC.		3,760	49,687	4,009	3,395	2,622	21,376	320	222,197	1,560	3,269	-	-	312,193	30,000	1040.64%
01-00-4862	IPRF GRANT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
01-00-4875	RENTAL OF PROPERTY		-	-	1,653	-	-	-	-	-	-	-	-	-	1,653	500	330.63%
<b>TOTAL REVENUES: GENERAL FUND</b>			<b>327,287</b>	<b>798,387</b>	<b>310,011</b>	<b>322,298</b>	<b>818,969</b>	<b>350,218</b>	<b>262,127</b>	<b>499,477</b>	<b>566,448</b>	<b>259,498</b>	<b>107,245</b>	<b>-</b>	<b>4,621,966</b>	<b>4,105,430</b>	<b>112.58%</b>

**FINANCE & ADMINISTRATION EXPENDITURES**

*Salaries & Wages*

**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
01-01-6010	WAGES -FINANCE & ADM.		14,562	13,751	27,062	17,238	17,983	17,469	18,841	27,762	20,123	20,005	-	-	194,796	241,000	80.83%
01-01-6050	ELECTED/APPTD OFFICIALS WAGES		2,850	3,088	2,683	4,148	2,458	2,683	2,458	2,368	2,818	2,455	-	-	28,012	40,000	70.03%
<b>Benefits</b>																	
01-01-6380	EMPLOYEE HEALTH & LIFE INSURNC		4,866	4,849	4,849	5,591	5,386	5,386	5,386	5,536	5,975	8,788	5,482	-	62,096	34,000	182.64%
01-01-6385	RETIRED EMPL HEALTH INS/DENTAL		8,226	10,435	7,095	7,181	12,344	9,024	7,484	9,025	10,732	9,127	6,468	-	97,141	100,000	97.14%
<b>Contractual Services</b>																	
01-01-6335	PROF FEES - COMPUTER R&M		1,107	6,066	1,339	206	1,183	1,945	1,310	2,757	406	5,557	851	-	22,728	15,000	151.52%
01-01-6360	DUES SUBSCR. & MEMBERSHIPS		500	-	-	-	-	-	675	(243)	5,359	700	-	6,992	7,500	93.22%	
01-01-6460	LEGAL SERVICES		4,410	2,665	-	9,844	14,149	6,304	-	3,875	2,665	1,353	1,901	47,164	50,000	94.33%	
01-01-6650	NOTICES/LEGAL PUBLICATIONS		108	32	46	32	-	-	-	168	-	-	-	386	1,000	38.62%	
01-01-6670	PROF FEES - OTHER		18,491	14,108	20,720	20,493	15,182	3,232	432	3,084	-	1,139	-	96,881	25,000	387.52%	
01-01-6760	TELEPHONE/INTERNET		691	860	1,040	590	873	1,014	698	846	1,005	756	743	9,116	7,500	121.55%	
01-01-6770	TRAINING, MTG & TRAVEL EXPENSE		-	-	5	-	-	-	-	19	189	-	-	214	4,000	5.34%	
01-01-6965	POSTAGE		227	-	-	-	-	400	-	-	-	-	-	627	1,500	41.81%	
01-01-7125	WCHC - COMMUNITY MATCHING		-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
01-01-7130	ECONOMIC DEVELOP COM EXP		-	-	-	-	2,500	-	-	-	-	-	-	2,500	2,500	100.00%	
01-01-7180	POLICE COMMISSION EXP		636	1,696	-	660	-	-	-	4,500	-	375	-	7,867	26,500	29.69%	
01-01-7321	LEASED EQUIPMENT EXPENSE		127	455	252	300	870	561	-	436	126	365	393	3,884	3,000	129.46%	
01-01-7940	SERVICE & INVESTMENT FEES		-	-	-	-	-	-	-	-	-	-	-	-	500	0.00%	
01-01-7951	SALES TAX CREDIT		-	-	-	-	-	-	-	-	-	-	-	-	85,000	0.00%	
<b>Supplies</b>																	
01-01-6930	GASOLINE & OIL		-	-	-	22	-	20	-	-	-	-	-	42	4,000	1.06%	
01-01-6960	OFFICE SUPPLIES		97	750	354	837	488	511	1,009	495	90	549	-	5,180	4,000	129.50%	
01-01-6970	OPER SUPPLIES AND TOOLS		1,884	220	20	-	-	68	-	1,904	176	20	-	4,292	1,000	0.00%	
01-01-7110	ADMIN MISC EXPENSE		-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
01-01-7150	MAYOR'S MISC EXP		-	-	-	-	-	-	-	1,725	-	-	-	1,725	2,000	86.25%	
01-01-7155	COMMUNITY FESTIVALS		-	-	-	-	-	-	-	-	-	-	-	-	7,500	0.00%	
01-01-7156	CATFISH DAYS EXPENSE		-	-	-	-	-	-	-	-	-	118	-	118	30,000	0.39%	
<b>Miscellaneous</b>																	
01-01-6510	MAINTENANCE - EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0.00%
01-01-6640	MAINT-VEHICLES		-	-	-	-	-	-	-	-	-	-	-	-	1,000	0.00%	
01-01-7160	MISC EXPENSE		47	5,383	3,301	2,426	25	-	-	1,342	-	5,575	3,125	21,224	20,000	106.12%	
01-01-7320	EQUIPMENT PURCHASES		-	-	-	-	-	-	-	-	-	-	-	-	10,000	0.00%	
01-01-7360	EXPENSED EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-	-	1,000	0.00%	
01-01-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
<b>Other Financing Uses</b>																	
01-01-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: FINANCE &amp; ADMINISTRATION</b>			<b>58,828</b>	<b>64,359</b>	<b>68,766</b>	<b>69,569</b>	<b>73,441</b>	<b>48,617</b>	<b>38,294</b>	<b>65,601</b>	<b>49,665</b>	<b>56,882</b>	<b>18,962</b>	<b>-</b>	<b>612,985</b>	<b>726,500</b>	<b>84.38%</b>

**BUILDING & GROUNDS EXPENDITURES**

<b>Contractual</b>																	
01-02-6510	MAINTENANCE - EQUIPMENT		-	-	489	-	-	-	-	1,669	-	-	-	-	2,158	5,000	43.16%
01-02-6530	MAINTENANCE - GROUNDS/BUILDING		4,218	4,113	5,212	5,101	4,113	4,795	4,113	4,305	5,947	-	100	42,016	10,000	420.16%	
01-02-6531	PROF FEES - JANITORIAL		-	1,950	1,950	1,950	1,950	1,950	1,650	1,650	1,650	1,650	1,650	18,000	27,000	66.67%	
01-02-6670	PROF FEES - OTHER		942	942	1,001	1,030	1,030	1,030	742	5,836	726	800	-	14,077	12,000	117.31%	
01-02-6715	RENTAL OF BUILDINGS/SPACE		-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
01-02-6760	TELEPHONE/INTERNET		143	143	150	59	147	236	59	147	235	59	147	1,524	1,500	101.59%	
01-02-6810	UTILITIES		156	127	77	156	354	608	-	160	107	206	-	1,951	4,000	48.78%	
<b>Supplies</b>																	
01-02-6970	OPER SUPPLIES AND TOOLS		-	279	-	76	119	72	2,419	80	273	955	-	4,271	4,000	106.78%	
01-02-7160	MISC EXPENSE		-	-	-	-	-	-	-	91	-	-	-	91	500	18.20%	
01-02-7320	EQUIPMENT PURCHASES		-	-	-	-	-	-	-	-	-	-	-	-	1,000	0.00%	
<b>TOTAL EXPENDITURES: BUILDING &amp; GROUNDS</b>			<b>5,458</b>	<b>7,554</b>	<b>8,880</b>	<b>8,370</b>	<b>7,594</b>	<b>8,619</b>	<b>6,563</b>	<b>13,766</b>	<b>8,666</b>	<b>2,714</b>	<b>1,897</b>	<b>-</b>	<b>84,087</b>	<b>65,000</b>	<b>129.37%</b>

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			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
<b>POLICE EXPENDITURES EXPENDITURES</b>																	
<i>Salaries and Wages</i>																	
01-03-6010	WAGES - WPD		89,933	88,809	142,418	94,070	99,241	95,160	96,471	149,696	124,141	-	-	-	979,941	1,183,000	82.84%
01-03-6015	OVERTIME WAGES		492	5,906	4,333	2,202	2,108	2,595	1,936	10,905	4,028	-	-	-	34,505	86,500	39.89%
01-03-6020	PART TIME WAGES		5,651	5,420	6,127	3,561	2,929	4,916	4,919	5,178	2,295	-	-	-	40,995	84,000	48.80%
01-03-6030	CROSSING GUARD WAGES		-	-	-	-	510	570	510	660	420	-	-	-	2,670	4,800	55.63%
01-03-6035	VACATION/SICKTIME BUY-OUT		-	-	-	-	-	-	-	-	-	-	-	-	-	54,000	0.00%
<i>Benefits</i>																	
01-03-6380	EMPLOYEE HEALTH & LIFE INSURNC		17,102	17,102	17,102	17,102	17,323	17,898	17,898	15,811	20,619	18,532	18,236	-	194,722	195,000	99.86%
<i>Contractual</i>																	
01-03-6310	PROF FEES - ANIMAL CONTROL		-	-	-	150	-	-	-	-	-	-	-	-	150	3,000	5.00%
01-03-6331	COMMUNITY SERVICE & AFFAIRS		-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0.00%
01-03-6335	PROF FEES - COMPUTER R&M		3,729	1,971	996	969	2,334	3,284	2,585	2,430	723	4,837	588	-	24,445	30,000	81.48%
01-03-6340	PROF FEES - DISPATCH SVCS		29,317	14,659	14,659	16,159	14,659	14,659	14,659	14,659	14,659	14,659	-	-	162,745	176,000	92.47%
01-03-6360	DUES SUBSCR. & MEMBERSHIPS		-	-	-	-	-	120	50	-	7,357	50	1,000	-	8,577	3,000	285.90%
01-03-6460	LEGAL SERVICES		541	965	-	2,175	2,064	4,840	400	781	1,260	1,496	1,045	-	15,568	20,000	77.84%
01-03-6510	MAINTENANCE - EQUIPMENT		-	259	3,645	-	-	-	525	-	435	2,386	-	-	7,250	6,000	120.83%
01-03-6640	MAINT-VEHICLES		1,714	998	6,982	2,183	651	10,391	1,619	2,575	2,556	5,225	1,200	-	36,094	50,000	72.19%
01-03-6650	NOTICES/LEGAL PUBLICATIONS		-	-	-	-	34	-	-	-	-	-	-	-	34	500	6.72%
01-03-6670	PROF FEES - OTHER		65	2,380	3,567	57	2,689	7,064	16	-	800	179	-	-	16,816	20,000	84.08%
01-03-6760	TELEPHONE/INTERNET		1,298	1,713	2,135	412	1,309	2,061	1,071	1,923	2,095	1,250	869	-	16,136	20,000	80.68%
01-03-6770	TRAINING, MTG & TRAVEL EXPENSE		2,840	2,710	-	-	250	250	718	150	310	250	1,320	-	8,798	15,000	58.65%
01-03-7321	LEASED EQUIPMENT EXPENSE		4,965	2,534	2,739	12,165	3,064	2,716	2,068	2,360	2,228	2,563	498	-	37,898	41,100	92.21%
<i>Supplies</i>																	
01-03-6671	K-9 PROGRAM EXPENSES		100	-	-	54	-	20	-	-	-	-	276	-	450	1,000	44.98%
01-03-6930	GASOLINE & OIL		2,842	2,010	190	442	-	-	-	13,377	-	4,513	1,558	-	24,933	25,000	99.73%
01-03-6960	OFFICE SUPPLIES		270	195	558	296	252	149	388	-	99	236	-	-	2,443	3,000	81.43%
01-03-6965	POSTAGE		208	-	-	-	-	459	-	-	-	129	-	-	797	1,000	79.67%
01-03-6970	OPER SUPPLIES AND TOOLS		1,805	718	100	526	188	3,378	3,489	759	154	2,408	54	-	13,579	15,000	90.53%
01-03-7010	UNIFORMS & ACCESSORIES		2,296	2,594	1,408	2,669	877	66	769	64	-	2,591	1,112	-	14,447	20,000	72.24%
<i>Miscellaneous</i>																	
01-03-6775	GRANT EXPENDITURES		-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0.00%
01-03-7160	MISC EXPENSE		321	-	265	-	-	-	-	-	-	-	-	-	585	-	0.00%
01-03-7320	EQUIPMENT PURCHASES		15,528	-	-	-	-	1,735	-	35,000	74,696	2,034	-	-	128,993	20,000	644.96%
01-03-7360	EXPENSED EQUIPMENT		-	-	345	448	-	-	-	-	-	-	-	-	793	3,000	26.42%
<b>TOTAL EXPENDITURES: POLICE</b>			<b>181,017</b>	<b>150,941</b>	<b>207,568</b>	<b>155,639</b>	<b>150,482</b>	<b>172,331</b>	<b>150,091</b>	<b>256,328</b>	<b>258,875</b>	<b>63,338</b>	<b>27,754</b>	<b>-</b>	<b>1,774,364</b>	<b>2,085,900</b>	<b>85.06%</b>

**PUBLIC WORKS EXPENDITURES**

<i>Salaries and Wages</i>																	
01-05-6010	WAGES - PW		13,281	12,980	20,184	13,211	13,240	13,244	13,261	21,817	15,574	-	-	-	136,792	178,000	76.85%
01-05-6015	OVERTIME WAGES		7	946	644	485	250	226	-	614	1,256	-	-	-	4,428	15,000	29.52%
01-05-6020	PART TIME WAGES		1,278	1,728	2,658	1,920	1,659	1,920	576	-	-	-	-	-	11,739	11,500	102.08%
<i>Benefits</i>																	
01-05-6380	EMPLOYEE HEALTH & LIFE INSURNC		2,488	2,488	2,488	2,488	2,538	2,938	2,488	2,488	2,572	2,782	2,630	-	28,387	39,000	72.79%
<i>Contractual</i>																	
01-05-6335	PROF FEES - COMPUTER R&M		65	772	231	73	-	94	-	-	-	220	-	-	1,455	500	291.00%
01-05-6360	DUES SUBSCR. & MEMBERSHIPS		-	-	-	-	-	-	100	-	-	-	-	-	100	500	20.00%
01-05-6390	PROF FEES - ENGINEERING		-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	0.00%
01-05-6440	PROF FEES - JULIE LOCATE		-	-	-	-	-	-	-	-	-	1,008	-	-	1,008	3,500	0.00%
01-05-6460	LEGAL SERVICES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
01-05-6650	NOTICES/LEGAL PUBLICATIONS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
01-05-6710	RENTAL OF EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-	-	-	12,000	0.00%
01-05-6740	STREET LIGHT ELECTRICITY		9,016	7,491	7,145	9,181	7,635	9,960	145	11,126	28,649	2,005	1,708	-	94,059	100,000	94.06%

**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
01-05-6760	TELEPHONE/INTERNET		135	183	694	143	695	265	391	388	387	275	145		3,699	6,000	61.65%
01-05-6770	TRAINING, MTG & TRAVEL EXPENSE		-	-	-	-	-	-	-	-	-	-	-		-	2,500	0.00%
01-05-6780	TREE AND WEED REMOVAL		-	1,172	-	1,688	-	54	-	-	-	-	-		2,914	12,000	24.29%
01-05-6965	POSTAGE		-	-	-	-	-	-	-	-	-	-	-		-	200	0.00%
<i>Supplies</i>																	
01-05-6480	MAINT-BRIDGES		-	-	-	151	-	-	-	-	-	-	-		151	3,500	4.32%
01-05-6500	MAINT-CURBS & GUTTERS		-	-	-	-	-	-	360	-	-	-	-		360	3,000	12.00%
01-05-6510	MAINTENANCE - EQUIPMENT		2,159	2,725	244	7,111	1,174	1,575	326	238	-	1,071	79		16,702	20,000	83.51%
01-05-6570	MAINT-SIDEWALKS		-	-	-	569	-	1,828	-	633	-	-	-		3,029	5,000	60.58%
01-05-6580	MAINT-STORM SEWERS		350	-	-	30	668	-	1,132	-	169	24	-		2,373	5,000	47.47%
01-05-6590	MAINT-STREETS		3,318	542	852	1,569	2,442	1,170	1,639	1,432	423	268	-		13,654	25,000	54.62%
01-05-6640	MAINT-VEHICLES		125	373	44	831	-	219	688	396	525	1,715	-		4,915	20,000	24.57%
01-05-6785	MOWING		-	-	-	-	-	-	-	-	-	-	-		-	5,000	0.00%
01-05-6930	GASOLINE & OIL		5,413	185	4,943	4,177	2,527	7,229	10,269	(13,902)	4,915	4,532	765		31,054	15,000	207.03%
01-05-6960	OFFICE SUPPLIES		-	-	108	-	-	74	653	-	-	160	-		995	500	199.08%
01-05-6970	OPER SUPPLIES AND TOOLS		881	401	115	308	-	681	50	(2,319)	1,196	1,323	-		2,635	12,000	21.96%
01-05-6990	SIGN REPLACEMENT		-	-	-	-	75	-	-	-	-	-	-		75	5,000	1.50%
01-05-7010	UNIFORMS & ACCESSORIES		-	-	-	300	-	295	-	-	-	13	-		608	3,500	17.37%
01-05-7160	MISC EXPENSE		-	-	-	-	-	-	-	-	-	-	-		-	500	0.00%
<i>Miscellaneous</i>																	
01-05-7320	EQUIPMENT PURCHASES		-	-	-	-	-	5,908	8,932	4,795	-	8,098	3,409		31,141	128,500	24.23%
01-05-7360	EXPENSED EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-		-	1,000	0.00%
<i>Debt Service</i>																	
01-05-7323	EQUIP LOAN - PRINC		-	55,169	-	-	-	-	-	-	30,000	-	-		85,169	55,300	154.01%
01-05-7324	EQUIP LOAN - INTEREST		-	8,069	-	-	-	-	-	-	5,938	-	-		14,007	8,000	175.09%
<b>TOTAL EXPENDITURES: PUBLIC WORKS</b>			<b>38,516</b>	<b>95,225</b>	<b>40,349</b>	<b>44,235</b>	<b>32,903</b>	<b>47,678</b>	<b>41,007</b>	<b>27,705</b>	<b>91,604</b>	<b>23,496</b>	<b>8,736</b>	<b>-</b>	<b>491,453</b>	<b>700,500</b>	<b>70.16%</b>

**FICA & IMRF EXPENDITURES**

<i>Benefits</i>																	
01-09-6011	FICA TAXES - GC		9,947	10,290	15,635	10,719	7,456	7,619	7,406	11,951	12,672	-	-		93,695	140,000	66.92%
01-09-6013	SUTA TAXES - GC		563	349	491	531	362	423	415	264	7,275	-	-		10,674	15,000	71.16%
01-09-6014	IMRF - GC		13,430	13,781	-	21,456	14,734	14,745	14,754	15,096	23,013	-	-		131,009	65,000	201.55%
<b>TOTAL EXPENDITURES: FICA &amp; IMRF</b>			<b>23,941</b>	<b>24,420</b>	<b>16,126</b>	<b>32,707</b>	<b>22,551</b>	<b>22,787</b>	<b>22,575</b>	<b>27,311</b>	<b>42,960</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>235,378</b>	<b>220,000</b>	<b>106.99%</b>

**AUDIT & ACCOUNTING EXPENDITURES**

<i>Contractual</i>																	
01-10-6320	PROF FEES - AUDIT/ACCTG		-	-	-	-	-	-	18,805	-	-	-	-		18,805	28,000	67.16%
01-10-6671	PROF FEES - PR PROCESSING		-	-	-	-	-	-	-	-	-	-	-		-	7,200	0.00%
<b>TOTAL EXPENDITURES: AUDIT &amp; ACCOUNTING</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,805</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,805</b>	<b>35,200</b>	<b>53.42%</b>

**BUILDING DEPARTMENT EXPENDITURES**

<i>Salaries and Wages</i>																	
01-13-6010	WAGES - BLDG		2,540	4,000	2,180	2,420	2,060	2,360	2,060	1,667	600	-	-		19,887	25,000	79.55%
<i>Contractual</i>																	
01-13-6335	PROF FEES - COMPUTER R&M		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
01-13-6337	CONSULTING FEE		880	-	-	560	-	-	-	-	-	-	-		1,440	10,000	14.40%
01-13-6360	DUES SUBSCRIP. & MEMBERSHIPS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
01-13-6460	LEGAL SERVICES		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
01-13-6760	TELEPHONE/INTERNET		-	130	94	-	131	42	42	42	42	42	-		567	1,000	56.75%
01-13-6770	TRAINING, MTG & TRAVEL EXPENSE		-	-	-	-	-	-	-	-	-	-	-		-	500	0.00%
01-13-6965	POSTAGE		-	-	-	-	-	-	-	-	-	-	-		-	100	0.00%
<i>Supplies</i>																	
01-13-6960	OFFICE SUPPLIES		-	-	-	-	-	-	-	-	-	157	-		157	500	31.44%
01-13-6970	OPER SUPPLIES AND TOOLS		-	-	-	-	-	-	-	-	-	-	-		-	500	0.00%

**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget	
		8% May-20	17% June-20	25% July-20	33% August-20	42% September-20	50% October-20	58% November-20	67% December-20	75% January-21	83% February-21	92% March-21	100% April-21				
01-13-7160	MISC EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
01-13-7320	EQUIPMENT PURCHASES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0.00%
01-13-7360	EXPENSED EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500	0.00%
<b>TOTAL EXPENDITURES: BUILING DEPARTMENT</b>		<b>3,420</b>	<b>4,130</b>	<b>2,274</b>	<b>2,980</b>	<b>2,191</b>	<b>2,402</b>	<b>2,102</b>	<b>1,709</b>	<b>642</b>	<b>200</b>	-	-	<b>22,051</b>	<b>63,100</b>	<b>34.95%</b>	
<b>PLANNING &amp; ZONING EXPENDITURES</b>																	
<i>Salaries and Wages</i>																	
01-14-6010	WAGES - P & Z	315	-	-	405	-	-	370	-	-	-	-	-	-	1,090	3,500	31.14%
<i>Contractual</i>																	
01-14-6337	CONSULTING FEE	-	2,876	1,744	-	-	-	-	-	1,833	6,266	634	-	13,353	20,000	66.76%	
01-14-6338	CONSULTING FEES - DEVELOPERS	-	910	-	-	13,288	280	38,438	4,560	10,521	35,836	-	-	103,832	25,000	415.33%	
01-14-6461	LEGAL SERVICES - DEVELOPERS	1,650	750	-	-	-	-	-	-	-	-	-	-	2,400	1,000	0.00%	
01-14-6650	NOTICES/LEGAL PUBLICATIONS	-	-	-	-	118	-	158	-	-	298	-	-	574	1,000	57.36%	
01-14-6965	POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Supplies</i>																	
01-14-6960	OFFICE SUPPLIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
01-14-7160	MISC EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: PLANNING &amp; ZONING</b>		<b>1,965</b>	<b>4,536</b>	<b>1,744</b>	<b>405</b>	<b>13,405</b>	<b>280</b>	<b>38,966</b>	<b>4,560</b>	<b>12,354</b>	<b>42,400</b>	<b>634</b>	-	<b>121,249</b>	<b>50,500</b>	<b>240.10%</b>	
<b>POLICE PENSION EXPENDITURES</b>																	
<i>Benefits</i>																	
01-15-6685	POLICE PENSION FUND CONTRIBTN	26,757	78,617	9,471	6,760	151,016	9,685	6,217	-	-	-	-	-	288,523	420,200	68.66%	
<b>TOTAL EXPENDITURES: POLICE PENSION</b>		<b>26,757</b>	<b>78,617</b>	<b>9,471</b>	<b>6,760</b>	<b>151,016</b>	<b>9,685</b>	<b>6,217</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>288,523</b>	<b>420,200</b>	<b>68.66%</b>	
<b>INSURANCE EXPENDITURES</b>																	
<i>Benefits</i>																	
01-25-6470	PROP. EQUIP & LIAB. INS	-	-	-	-	-	-	-	-	253,440	-	-	-	253,440	161,000	157.42%	
01-25-6690	W/COMP INS	8,056	8,056	8,056	8,056	8,056	8,056	8,056	8,056	7,261	7,261	7,261	-	86,229	97,000	88.90%	
01-25-6691	LIABILITY INS. DEDUCTIBLE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: INSURANCE</b>		<b>8,056</b>	<b>8,056</b>	<b>8,056</b>	<b>8,056</b>	<b>8,056</b>	<b>8,056</b>	<b>8,056</b>	<b>8,056</b>	<b>260,701</b>	<b>7,261</b>	<b>-</b>	<b>-</b>	<b>339,669</b>	<b>258,000</b>	<b>131.65%</b>	
<b>TOTAL FUND REVENUES</b>		<b>327,287</b>	<b>798,387</b>	<b>310,011</b>	<b>322,298</b>	<b>818,969</b>	<b>350,218</b>	<b>262,127</b>	<b>499,477</b>	<b>566,448</b>	<b>259,498</b>	<b>107,245</b>	<b>-</b>	<b>4,621,966</b>	<b>4,105,430</b>	<b>112.58%</b>	
<b>TOTAL FUND EXPENDITURES</b>		<b>347,958</b>	<b>437,837</b>	<b>363,233</b>	<b>328,720</b>	<b>461,639</b>	<b>320,454</b>	<b>307,999</b>	<b>376,015</b>	<b>681,864</b>	<b>196,291</b>	<b>57,984</b>	<b>-</b>	<b>3,988,563</b>	<b>4,624,900</b>	<b>86.24%</b>	
<b>FUND SURPLUS (DEFICIT)</b>		<b>(20,671)</b>	<b>360,550</b>	<b>(53,222)</b>	<b>(6,422)</b>	<b>357,330</b>	<b>29,764</b>	<b>(45,871)</b>	<b>123,462</b>	<b>(115,416)</b>	<b>63,208</b>	<b>49,261</b>	<b>-</b>	<b>633,403</b>	<b>(519,470)</b>	<b>-121.93%</b>	

**City of Wilmington**  
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**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
<b>WATER OPERATIONS REVENUE</b>																	
<i>Charges for Service</i>																	
02-21-4555	WATER BASE FEES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
02-21-4590	WATER SERVICE FEES		43,242	126,253	102,458	100,188	108,307	99,905	90,004	82,087	85,692	91,093	(748)		928,481	1,140,000	81.45%
02-21-4610	WATER CAPACITY USER FEES		-	-	-	-	-	-	-	-	-	-	-		5,000		0.00%
02-21-4620	WATER METER FEES		1,590	-	-	-	1,200	-	-	464	4,819	3,012	-		11,085	10,000	110.85%
02-23-4530	GARBAGE COLLECTION FEES		20,047	40,500	40,521	40,851	40,987	40,630	40,674	39,518	40,450	40,664			384,841	481,500	79.93%
<i>Investment Income</i>																	
02-21-4850	INTEREST INCOME		780	-	-	-	-	-	-	-	-	-	-		780	3,000	26.01%
<i>Reimbursements</i>																	
02-21-4840	INSURANCE CLAIMS REIMBURSEMENT		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
02-21-4870	OTHER REIMBURSEMENTS		-	-	-	-	-	-	-	-	-	-	-		-	10,000	0.00%
<i>Miscellaneous</i>																	
02-21-4860	OTHER INCOME - MISC.		550	50	100	150	200	25	275	(25)	475	150	225		2,175	5,000	43.50%
<i>Other Financing Uses</i>																	
02-21-4910	TRANSFERS FROM OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<b>TOTAL REVENUES: WATER OPERATIONS</b>			<b>66,209</b>	<b>166,802</b>	<b>143,079</b>	<b>141,190</b>	<b>150,694</b>	<b>140,560</b>	<b>130,953</b>	<b>122,044</b>	<b>131,435</b>	<b>134,919</b>	<b>(523)</b>	<b>-</b>	<b>1,327,362</b>	<b>1,654,500</b>	<b>80.23%</b>
<b>WATER OPERATIONS EXPENDITURES</b>																	
<i>Salaries and Wages</i>																	
02-21-6010	WAGES - WATER		32,946	33,096	49,775	32,948	33,731	33,245	33,429	54,144	31,370	-	-		334,683	464,000	72.13%
02-21-6015	OVERTIME WAGES		597	2,144	2,450	1,339	744	2,427	2,532	3,673	1,614	-	-		17,520	32,000	54.75%
02-21-6020	PART TIME WAGES		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<i>Benefits</i>																	
02-21-6011	FICA TAXES - WATER DEPT		1,418	2,597	3,897	2,525	2,539	2,630	2,364	3,871	2,440	-	-		24,281	43,000	56.47%
02-21-6013	SUTA TAXES - WATER DEPT		-	-	-	-	-	-	-	-	-	-	-		-	2,000	0.00%
02-21-6014	IMRF - WATER DEPT		2,516	2,643	-	3,630	2,361	2,325	-	2,697	4,336	-	-		20,509	34,000	60.32%
02-21-6380	EE HEALTH INS. & LIFE INS.		8,921	8,921	8,971	8,921	9,071	8,921	8,921	8,921	7,699	8,887	5,148		93,303	110,500	84.44%
02-21-6690	W/COMP INS		1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,811	1,636	1,636	1,636		19,399	22,000	88.18%
<i>Contractual Services</i>																	
02-21-6335	PROF FEES - COMPUTER R&M		-	3,986	1,044	605	928	103	592	716	581	3,690	1,282		13,526	21,000	64.41%
02-21-6337	PROF FEES - CONSULTING		-	10,750	-	-	-	-	-	-	-	-	-		10,750	-	0.00%
02-21-6360	DUES, SUBSCR. & MEMBERSHIPS		-	902	209	-	-	-	-	-	495	-	-		1,606	2,000	80.29%
02-21-6460	LEGAL SERVICES		-	-	-	-	-	-	-	-	-	-	-		1,000		0.00%
02-21-6470	PROP, EQUIP, & LIABILITY INS		-	-	-	-	-	-	-	-	93,908	-	-		93,908	92,000	102.07%
02-21-6510	MAINTENANCE - EQUIPMENT		-	716	288	877	2,427	-	-	85	10,737	-	-		15,128	41,500	36.45%
02-21-6640	MAINT - VEHICLES		-	-	-	-	-	44	-	-	-	130	-		174	1,500	11.60%
02-21-6650	NOTICES/LEGAL PUBLICATIONS		-	86	-	-	-	-	224	-	-	-	-		310	500	62.08%
02-21-6670	PROF FEES - OTHER - LABS		-	1,133	1,283	295	848	1,245	568	-	325	778	100		6,575	25,000	26.30%
02-21-6674	PROF FEES PRINTING & DUP		-	-	-	-	599	356	-	177	177	356	-		1,666		
02-21-6710	RENTAL OF EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
02-21-6730	LIME/SLUDGE DISPOSAL		-	-	-	-	-	-	22,657	-	-	-	-		22,657	40,000	56.64%
02-21-6760	TELEPHONE/INTERNET		108	465	694	130	468	552	334	439	545	343	234		4,311	7,000	61.59%
02-21-6770	TRAINING, MTG & TRAVEL EXPENSE		-	-	-	-	-	-	-	-	-	-	-		-	4,000	0.00%
02-21-6810	UTILITIES		-	5,053	3,830	3,756	3,723	3,380	3,728	4,901	3,791	9,049	6,092		47,304	70,000	67.58%
02-21-7940	SERVICE INVESTMENT FEES		838	823	772	-	-	-	-	-	-	-	-		2,432	9,000	27.02%
02-21-7321	LEASED EQUIPMENT EXPENSE		-	95	189	-	95	261	-	11	95	189	211		1,146	3,000	38.20%
<i>Supplies</i>																	
02-21-6520	MAINT - WELL		-	-	-	-	-	-	-	-	-	-	-		-	4,000	0.00%
02-21-6530	MAINTENANCE - SITE GRNDS/BLDG		-	-	242	482	-	316	-	295	258	444	-		2,036	5,000	40.73%
02-21-6540	MAINT - DISTRIBUTION		-	13,147	-	3,975	1,111	1,199	2,150	-	416	-	-		21,998	25,000	87.99%
02-21-6610	MAINT - SITE PROCESS MAINS		-	-	-	-	455	55	-	-	-	75	-		585	25,000	2.34%
02-21-6620	MAINT - WATER METERS		-	-	2,550	-	-	7,258	-	-	-	178	-		9,986	10,000	99.86%
02-21-6625	MAINT - BSTRSTN / TOWERS		-	-	-	-	-	-	-	-	-	-	-		-	10,000	0.00%

**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
02-21-6930	GASOLINE & OIL		298	51	6	-	-	-	-	-	-	396	137		887	5,000	17.73%
02-21-6960	OFFICE SUPPLIES		-	566	-	-	-	74	-	-	-	112	-		752	4,000	18.81%
02-21-6965	POSTAGE		-	32	-	10	-	600	21	-	-	-	-		663	9,000	7.37%
02-21-6970	OP SUPPLIES AND TOOLS		-	180	581	1,084	692	686	1,411	358	136	180	-		5,308	10,000	53.08%
02-21-7010	UNIFORMS & ACCESSORIES		-	125	-	-	-	300	-	-	-	-	-		425	2,000	21.25%
02-21-7030	WATER TREATMENT CHEMICALS		-	9,776	7,017	5,099	7,201	9,075	7,025	1,611	10,533	10,186	491		68,016	100,000	68.02%
02-21-7160	MISC EXPENSE		200	-	-	-	-	-	-	-	-	-	-		200	-	0.00%
<b>Debt Service</b>																	
02-21-7928	WTR IEPA LOAN #2 PRINCIPLE		-	-	-	-	14,490	-	-	-	-	-	-		14,490	29,500	49.12%
02-21-7929	WTR IEPA LOAN #2 - INTEREST		-	-	-	-	5,881	-	-	-	-	-	-		5,881	11,700	50.26%
02-21-7932	WTR IEPA LOAN #1 PRINCIPLE		-	-	-	-	12,287	-	-	-	-	-	-		12,287	24,600	49.95%
02-21-7934	WTR IEPA LOAN #1 - INTEREST		-	-	-	-	1,981	-	-	-	-	-	-		1,981	3,900	50.79%
<b>Miscellaneous</b>																	
02-21-7320	EQUIPMENT PURCHASES		-	258	-	3,134	4,432	-	9,361	156	-	-	-		17,340	51,000	34.00%
02-21-7340	METERS		-	112	-	13	-	55	203	-	-	-	-		383	15,000	2.55%
02-21-7360	EXPENSED EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-		-	2,000	0.00%
02-21-7950	REFUNDS		-	24	-	-	51	-	-	295	305	-	-		675	500	134.95%
02-21-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-		-	10,000	0.00%
<b>Other Financing Uses</b>																	
02-21-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<b>TOTAL EXPENDITURES: WATER OPERATION</b>			<b>49,652</b>	<b>99,493</b>	<b>85,609</b>	<b>70,634</b>	<b>107,926</b>	<b>76,918</b>	<b>97,331</b>	<b>84,160</b>	<b>171,397</b>	<b>36,631</b>	<b>15,331</b>	<b>-</b>	<b>895,082</b>	<b>1,382,200</b>	<b>64.76%</b>

**GARBAGE EXPENDITURES**

<b>Contractual</b>																	
02-23-6420	GARBAGE COLLECTION EXPENSE		-	40,208	40,297	40,452	40,541	40,807	40,807	40,452	40,253	40,253	-		364,071	485,000	75.07%
<b>TOTAL EXPENDITURES: GARBAGE</b>			<b>-</b>	<b>40,208</b>	<b>40,297</b>	<b>40,452</b>	<b>40,541</b>	<b>40,807</b>	<b>40,807</b>	<b>40,452</b>	<b>40,253</b>	<b>40,253</b>	<b>-</b>	<b>-</b>	<b>364,071</b>	<b>485,000</b>	<b>75.07%</b>

<b>TOTAL FUND REVENUES</b>			<b>66,209</b>	<b>166,802</b>	<b>143,079</b>	<b>141,190</b>	<b>150,694</b>	<b>140,560</b>	<b>130,953</b>	<b>122,044</b>	<b>131,435</b>	<b>134,919</b>	<b>(523)</b>	<b>-</b>	<b>1,327,362</b>	<b>1,654,500</b>	<b>80.23%</b>
<b>TOTAL FUND EXPENDITURES</b>			<b>49,652</b>	<b>139,701</b>	<b>125,906</b>	<b>111,087</b>	<b>148,467</b>	<b>117,725</b>	<b>138,138</b>	<b>124,612</b>	<b>211,649</b>	<b>76,884</b>	<b>15,331</b>	<b>-</b>	<b>1,259,153</b>	<b>1,867,200</b>	<b>67.44%</b>
<b>FUND SURPLUS (DEFICIT)</b>			<b>16,557</b>	<b>27,101</b>	<b>17,173</b>	<b>30,103</b>	<b>2,227</b>	<b>22,835</b>	<b>(7,185)</b>	<b>(2,568)</b>	<b>(80,214)</b>	<b>58,035</b>	<b>(15,854)</b>	<b>-</b>	<b>68,209</b>	<b>(212,700)</b>	<b>-32.07%</b>

**SEWER CAPITAL REVENUES**

<b>Charges for Service</b>																	
03-00-4580	SEWER COLLECTN SYS. MAINT FEE		-	-	-	-	-	-	-	-	-	-	-		-	7,100	0.00%
03-00-4595	PENALTY FEE		-	(13)	5,285	3,292	4,721	4,784	(27)	2,403	3,556	3,427	(26)		27,401	43,000	63.72%
<b>Investment Income</b>																	
03-00-4850	INTEREST INCOME		487	-	-	-	-	-	-	-	-	-	-		487	10,000	4.87%
<b>Reimbursements</b>																	
03-00-4870	OTHER REIMBURSEMENTS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<b>Debt Service</b>																	
03-00-4555	WWTP DEBT SERVICE REVENUE		45,099	90,591	90,730	91,619	91,696	91,696	91,876	91,124	91,224	91,751	(121)		867,285	1,075,000	80.68%
03-00-4863	LOAN PROCEEDS CAPITAL PROJECTS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<b>Miscellaneous</b>																	
03-00-4875	RENATAL OF PROPERTY - TOWER LS		-	-	-	-	-	-	-	-	-	-	-		-	6,600	0.00%
<b>Other Financing Uses</b>																	
03-00-4910	TRANSFERS FROM OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<b>TOTAL REVENUES: SEWER CAPITAL</b>			<b>45,586</b>	<b>90,578</b>	<b>96,014</b>	<b>94,911</b>	<b>96,417</b>	<b>96,480</b>	<b>91,849</b>	<b>93,527</b>	<b>94,780</b>	<b>95,178</b>	<b>(148)</b>	<b>-</b>	<b>895,173</b>	<b>1,141,700</b>	<b>78.41%</b>

**SEWER CAPITAL EXPENDITURES**

<b>Contractual Services</b>																	
03-00-6390	PROF FEES - ENGINEERING		5,073	-	-	-	-	-	-	-	1,846	-	-		6,919	60,000	11.53%
03-00-6460	LEGAL SERVICES		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
03-00-6670	PROF FEES - OTHER		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
03-00-7320	EQUIPMENT PURCHASES		-	-	-	-	3,362	25,076	45,001	(3,362)	-	-	-		70,078	41,200	170.09%
03-00-7325	LOAN - CAPITAL IMPROVEMENT PROJECTS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%

**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
03-00-7430	SEWER COLLECTION LINE UPGRADE		-	-	-	-	-	-	-	-	53,372	-	-	-	53,372	10,000	533.72%
03-00-7450	MISC. OTHER CPAITAL PROJECTS		-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0.00%
03-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Miscellaneous</i>																	
03-00-7160	MISC. EXPENSE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
03-00-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: SEWER CAPITAL</b>			<b>5,073</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,362</b>	<b>25,076</b>	<b>45,001</b>	<b>(3,362)</b>	<b>55,218</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>130,368</b>	<b>151,200</b>	<b>86.22%</b>
<b>TOTAL FUND REVENUES</b>			<b>45,586</b>	<b>90,578</b>	<b>96,014</b>	<b>94,911</b>	<b>96,417</b>	<b>96,480</b>	<b>91,849</b>	<b>93,527</b>	<b>94,780</b>	<b>95,178</b>	<b>(148)</b>	<b>-</b>	<b>895,173</b>	<b>1,141,700</b>	<b>78.41%</b>
<b>TOTAL FUND EXPENDITURES</b>			<b>5,073</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,362</b>	<b>25,076</b>	<b>45,001</b>	<b>(3,362)</b>	<b>55,218</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>130,368</b>	<b>151,200</b>	<b>86.22%</b>
<b>FUND SURPLUS (DEFICIT)</b>			<b>40,513</b>	<b>90,578</b>	<b>96,014</b>	<b>94,911</b>	<b>93,055</b>	<b>71,404</b>	<b>46,848</b>	<b>96,889</b>	<b>39,562</b>	<b>95,178</b>	<b>(148)</b>	<b>-</b>	<b>764,805</b>	<b>990,500</b>	<b>77.21%</b>

**SEWER OPERATIONS REVENUE**

<i>Charges for Service</i>																	
04-00-4560	SEWER SERVICE FEES		38,822	107,855	94,831	93,285	99,982	91,677	79,004	75,788	79,081	83,166	(798)	-	842,695	1,037,000	81.26%
04-00-4570	SEWER CAPACITY USER FEE		-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0.00%
<i>Reimbursements</i>																	
04-00-4870	OTHER REIMBURSEMENTS		-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0.00%
<i>Miscellaneous</i>																	
04-00-4860	OTHER INCOME - MISC		50	-	-	-	-	-	-	-	-	-	-	-	50	1,000	5.00%
<i>Other Financing Uses</i>																	
04-00-4910	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL REVENUES: SEWER OPERATIONS</b>			<b>38,872</b>	<b>107,855</b>	<b>94,831</b>	<b>93,285</b>	<b>99,982</b>	<b>91,677</b>	<b>79,004</b>	<b>75,788</b>	<b>79,081</b>	<b>83,166</b>	<b>(798)</b>	<b>-</b>	<b>842,745</b>	<b>1,053,000</b>	<b>80.03%</b>

**SEWER OPERATIONS EXPENDITURES**

<i>Salaries and Wages</i>																	
04-00-6010	WAGES & SALARIES		26,791	26,398	39,241	26,793	26,995	26,772	26,831	42,941	25,739	-	-	-	268,500	381,000	70.47%
04-00-6015	OVERTIME WAGES		34	1,174	1,281	641	565	167	683	2,404	803	-	-	-	7,752	18,000	43.07%
04-00-6020	PT WAGES		-	-	960	-	-	-	-	-	-	-	-	-	960	-	0.00%
<i>Benefits</i>																	
04-00-6011	FICA TAXES		852	2,040	3,101	2,030	2,039	1,992	1,867	2,674	1,975	-	-	-	18,571	40,000	46.43%
04-00-6013	SUTA TAXES		-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0.00%
04-00-6014	IMRF/SLEP CONTRIBUTIONS		2,014	2,068	-	3,398	2,268	2,328	-	2,064	3,401	-	-	-	17,540	43,000	40.79%
04-00-6380	EMPLOYEE HEALTH & LIFE INS		5,874	5,874	5,874	5,874	5,874	5,874	5,874	6,074	4,548	6,039	2,166	-	59,947	66,000	90.83%
<i>Contractual Services</i>																	
04-00-6335	PROF FEES - COMPUTER R&M		474	3,986	908	521	1,032	111	1,083	844	540	4,092	741	-	14,331	10,000	143.31%
04-00-6360	DUES, SUPSCR. & MEMBERSHIPS		-	940	-	-	-	-	-	-	-	166	-	-	1,106	1,500	73.76%
04-00-6390	ENGINEERING SERVICES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
04-00-6460	LEGAL SERVICES FEES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
04-00-6470	PROP. EQUIP. & LIAB INSURANCE		-	-	-	-	-	-	-	-	88,023	-	-	-	88,023	90,000	97.80%
04-00-6510	MAINTENANCE - EQUIPMENT		-	1,549	2,833	4,954	1,251	1,162	29	1,472	43	8,099	-	-	21,393	21,800	98.13%
04-00-6640	MAINT - VEHICLES		-	164	10	34	322	156	167	607	-	43	-	-	1,503	5,000	30.05%
04-00-6674	PROF FEES- PRINTING & DUP		-	-	-	-	599	356	-	177	177	356	-	-	1,666	-	-
04-00-6650	NOTICES/LEGAL PUBLICATIONS		-	-	-	-	-	-	-	-	-	-	-	-	-	500	0.00%
04-00-6670	PROF FEES - OTHER		-	-	-	15,074	488	430	72	150	300	-	-	-	16,514	29,000	56.95%
04-00-6690	W/ COMP INSURANCE		1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,330	1,330	1,330	-	15,788	17,700	89.20%
04-00-6710	RENTAL OF EQUIPMENT		-	-	-	-	-	-	-	-	2,341	-	-	-	2,341	-	0.00%
04-00-6730	LIME & SLUDGE DISPOSAL		-	1,638	5,931	-	127	3,324	-	1,944	4,358	2,408	57	-	19,787	30,000	65.96%
04-00-6760	TELE/INTERNET SERVICE		-	454	732	203	463	444	447	441	440	448	203	-	4,275	5,500	77.73%
04-00-7940	SERVICE & INVESTMENT FEES		838	823	772	-	-	-	-	-	950	-	-	-	3,382	9,000	37.58%
<i>Supplies</i>																	
04-00-6530	MAINTENANCE - GRNDS/BLDG		129	-	-	132	-	-	-	1,258	1,393	275	-	-	3,187	9,500	33.54%
04-00-6560	MAINT - SWRS COLLECTION/LIFT STN		-	-	848	405	-	750	414	1,049	-	588	206	-	4,260	35,000	12.17%
04-00-6561	MAINT - SWRS - PROCESS		-	929	1,370	1,807	-	1,115	-	-	1,154	-	-	-	6,374	32,000	19.92%





**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
<i>Other Financing Uses</i>																	
17-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: WATER CAPITAL</b>			-	-	-	4,260	4,428	18,754	997	7,254	7,932	499	225	-	44,349	124,000	35.77%
<b>TOTAL FUND REVENUES</b>			15,386	30,317	35,864	33,436	36,115	33,935	28,980	30,935	31,837	32,057	(55)	-	308,809	422,500	73.09%
<b>TOTAL FUND EXPENDITURES</b>			-	-	-	4,260	4,428	18,754	997	7,254	7,932	499	225	-	44,349	124,000	35.77%
<b>FUND SURPLUS (DEFICIT)</b>			15,386	30,317	35,864	29,176	31,687	15,181	27,983	23,682	23,905	31,558	(280)	-	264,460	298,500	88.60%

**DFC FEDERAL GRANT FUND REVENUES**

<i>Miscellaneous</i>																	
05-00-4165	DFC FEDERAL GRANT FUNDS		-	31,677	49	-	-	-	-	-	-	-	-	-	31,725	100,000	31.73%
<b>TOTAL REVENUES: DFC FEDERAL GRANT FUND</b>			-		49	-	-	-	-	-	-	-	-	-	31,725	100,000	31.73%

**DFC FEDERAL GRANT FUND EXPENDITURES**

<i>Miscellaneous</i>																	
05-00-6670	DFC FEDERAL GRANT		7,341	10,403	8,704	13,639	8,145	6,960	5,363	7,761	-	-	-	-	68,316	100,000	68.32%
<b>TOTAL EXPENDITURES: DFC FEDERAL GRANT</b>			7,341	10,403	8,704	13,639	8,145	6,960	5,363	7,761	-	-	-	-	68,316	100,000	68.32%
<b>TOTAL FUND REVENUES</b>			-	-	49	-	-	-	-	-	-	-	-	-	31,725	100,000	31.73%
<b>TOTAL FUND EXPENDITURES</b>			7,341	10,403	8,704	13,639	8,145	6,960	5,363	7,761	-	-	-	-	68,316	100,000	68.32%
<b>FUND SURPLUS (DEFICIT)</b>			(7,341)	(10,403)	(8,655)	(13,639)	(8,145)	(6,960)	(5,363)	(7,761)	-	-	-	-	(36,590)	-	0.00%

**MOTOR FUEL TAX REVENUES**

<i>Taxes</i>																	
06-00-4120	MFT STATE ALLOTMENTS		16,797	13,442	13,830	16,924	19,748	18,344	-	19,059	-	-	-	-	118,142	122,400	96.52%
06-00-4121	TRANSPORTATION RENEWAL		-	-	-	-	-	-	-	7,642	-	-	-	-	7,642	82,998	0.00%
06-00-4122	REBUILD IL		-	62,872	62,872	-	-	-	-	-	-	-	-	-	125,745	125,745	0.00%
<i>Investment Income</i>																	
06-00-4850	INTEREST INCOME		259	161	-	-	-	-	-	-	-	-	-	-	421	2,500	16.83%
<i>Miscellaneous</i>																	
06-00-4860	OTHER INCOME - MICS.		-	-	3,756	-	-	-	-	-	-	-	-	-	3,756	1,250	300.48%
<b>TOTAL REVENUES: MOTOR FUEL TAX</b>			17,056	76,475	76,702	16,924	19,748	18,344	-	26,700	-	-	-	-	251,950	334,893	75.23%

**MOTOR FUEL TAX EXPENDITURES**

<i>Miscellaneous</i>																	
06-00-6390	PROF FEES - ENGINEERINGS		-	-	-	-	-	-	-	13,047	-	-	-	-	13,047	-	0.00%
06-00-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
06-00-6596	MISC. MFT PROJECTS - PRIOR YRS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
06-00-6595	MFT PROJECTS CURRENT YEAR		-	-	-	-	-	-	-	-	123,710	-	-	-	123,710	300,000	0.00%
06-00-6983	SALT & CINDERS		-	-	-	-	-	-	-	-	-	-	-	-	-	45,000	0.00%
<i>Miscellaneous</i>																	
06-00-7320	EQUIPMENT PURCHASES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
06-00-7360	EXPENSED EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: MOTOR FUEL TAX</b>			-	-	-	-	-	-	-	123,710	-	-	-	-	123,710	345,000	35.86%
<b>TOTAL FUND REVENUES</b>			17,056	76,475	76,702	16,924	19,748	18,344	-	26,700	-	-	-	-	251,950	334,893	75.23%
<b>TOTAL FUND EXPENDITURES</b>			-	-	-	-	-	-	-	123,710	-	-	-	-	123,710	345,000	35.86%
<b>FUND SURPLUS (DEFICIT)</b>			17,056	76,475	76,702	16,924	19,748	18,344	-	26,700	(123,710)	-	-	-	128,240	(10,107)	0.00%

**ESDA REVENUES**

<i>Taxes</i>																	
07-00-4020	PROPERTY TAXES - ESDA		222	1,499	79	56	1,253	80	-	-	-	-	-	-	3,189	3,500	91.11%
<i>Intergovernmental</i>																	
07-00-4160	GRANTS - STATE		-	-	-	-	-	-	-	4,992	4,000	-	-	-	8,992	30,500	29.48%
<i>Investment Income</i>																	
07-00-4850	INTEREST INCOME		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Reimbursements</i>																	

**City of Wilmington**  
**FISCAL YEAR 2021 BUDGET REPORT**  
**For the Month Ended February 28, 2021**

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%	Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget
			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
07-00-4840	INSURANCE CLAIMS REIMBURSEMENT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
07-00-4870	OTHER REIMBURSEMENTS		-	-	-	-	-	69	-	-	-	-	59	-	128	500	25.51%
<i>Other Financing Uses</i>																	
07-00-4910	TRANSFERS FROM OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL REVENUES: ESDA</b>			<b>222</b>	<b>1,499</b>	<b>79</b>	<b>56</b>	<b>1,322</b>	<b>80</b>	<b>-</b>	<b>-</b>	<b>4,992</b>	<b>4,059</b>	<b>-</b>	<b>-</b>	<b>12,309</b>	<b>34,500</b>	<b>35.68%</b>
<b>ESDA EXPENDITURES</b>																	
<i>Salaries and Wages</i>																	
07-00-6010	WAGES- ESDA		2,250	-	-	-	3,750	-	-	-	3,750	-	-	-	9,750	9,300	104.84%
<i>Contractual Services</i>																	
07-00-6340	PROF FEES - DISPATCH SVS		56	28	28	28	28	28	28	24	24	24	-	-	297	500	59.41%
07-00-6360	DUES SUBSCR. & MEMBERSHIPS		205	100	-	-	-	-	-	-	-	150	-	-	455	250	182.00%
07-00-6510	MAINTENANCE - EQUIPMENT		-	165	-	-	165	-	-	250	-	-	1,596	-	2,176	2,500	87.02%
07-00-6550	MAINT - RADIOS & PAGERS		-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0.00%
07-00-6640	MAINT - VEHICLES		24	-	-	109	-	-	136	-	-	599	-	867	3,000	28.91%	
07-00-6650	NOTICES/LEGAL PUBLICATIONS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
07-00-6670	PROF FEES - OTHER		-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0.00%
07-00-6760	TELEPHONE/INTERNET		1,103	1,011	1,071	678	845	3,100	799	917	1,036	930	420	11,910	12,000	99.25%	
07-00-6817	SUBSCRIPTION WEATHER SERVICE		-	-	-	-	-	-	-	-	-	-	-	-	-	100	0.00%
07-00-7321	LEASED EQUIPMENT EXPENSE		3,650	1,825	1,825	1,825	1,825	1,825	1,825	1,825	1,825	1,825	-	20,075	23,000	87.28%	
<i>Supplies</i>																	
07-00-6770	TRAINING, MTG & TRAVEL		-	-	450	365	-	-	-	-	-	-	-	-	815	2,000	40.75%
07-00-6930	GASOLINE & OIL		64	174	10	-	-	-	-	957	-	317	109	1,630	3,000	54.34%	
07-00-6960	OFFICE SUPPLIES		-	-	390	57	-	-	-	-	-	-	-	447	500	89.36%	
07-00-6965	POSTAGE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
07-00-6970	OPER SUPPLIES AND TOOLS		789	404	-	2,410	-	173	28	99	101	83	300	4,386	2,500	175.45%	
<i>Miscellaneous</i>																	
07-00-7160	MISC EXPENSE		-	-	662	-	-	-	-	-	-	-	-	-	662	100	662.00%
07-00-7320	EQUIPMENT PURCHASES		-	-	-	-	-	4,936	-	-	-	-	-	-	4,936	10,000	49.36%
07-00-7360	EXPENSED EQUIPMENT		-	-	-	-	-	-	-	-	-	-	-	-	-	500	0.00%
07-00-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Other Financing Uses</i>																	
07-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: ESDA</b>			<b>8,141</b>	<b>3,707</b>	<b>4,436</b>	<b>9,222</b>	<b>2,863</b>	<b>10,062</b>	<b>6,567</b>	<b>4,071</b>	<b>2,985</b>	<b>3,927</b>	<b>2,425</b>	<b>-</b>	<b>58,406</b>	<b>71,750</b>	<b>81.40%</b>
<b>TOTAL FUND REVENUES</b>			<b>222</b>	<b>1,499</b>	<b>79</b>	<b>56</b>	<b>1,322</b>	<b>80</b>	<b>-</b>	<b>-</b>	<b>4,992</b>	<b>4,059</b>	<b>-</b>	<b>-</b>	<b>12,309</b>	<b>34,500</b>	<b>35.68%</b>
<b>TOTAL FUND EXPENDITURES</b>			<b>8,141</b>	<b>3,707</b>	<b>4,436</b>	<b>9,222</b>	<b>2,863</b>	<b>10,062</b>	<b>6,567</b>	<b>4,071</b>	<b>2,985</b>	<b>3,927</b>	<b>2,425</b>	<b>-</b>	<b>58,406</b>	<b>71,750</b>	<b>81.40%</b>
<b>FUND SURPLUS (DEFICIT)</b>			<b>(7,919)</b>	<b>(2,208)</b>	<b>(4,357)</b>	<b>(9,166)</b>	<b>(1,541)</b>	<b>(9,982)</b>	<b>(6,567)</b>	<b>(4,071)</b>	<b>2,007</b>	<b>131</b>	<b>(2,425)</b>	<b>-</b>	<b>(46,097)</b>	<b>(37,250)</b>	<b>0.00%</b>

**DEBT SERVICE REVENUE**

<i>Taxes</i>																	
12-00-4020	PROPERTY TAXES - DEBT SERVICES		8,484	57,261	3,003	2,144	47,884	3,071	-	-	-	-	-	-	121,847	133,500	91.27%
12-00-4025	SSA DEER RIDGE SUBD REPAYMENTS		1,358	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715	-	25,796	34,000	75.87%	
<i>Debt Service</i>																	
12-00-4843	SERIES 2019 ANNUAL GO BOND		-	-	-	-	-	-	-	-	-	-	-	-	-	130,000	0.00%
<i>Investment Income</i>																	
12-00-4850	INTEREST INCOME		84	51	-	-	-	-	-	-	-	-	-	135	1,000	13.46%	
<i>Other Financing Uses</i>																	
12-00-4900	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
12-00-4860	OTHER INCOME MISC		-	-	-	2,114	-	-	-	-	-	-	-	2,114	-	-	0.00%
<b>TOTAL REVENUES: DEBT SERVICE</b>			<b>9,926</b>	<b>60,027</b>	<b>5,718</b>	<b>4,859</b>	<b>50,599</b>	<b>5,786</b>	<b>2,715</b>	<b>2,715</b>	<b>2,715</b>	<b>2,715</b>	<b>-</b>	<b>147,778</b>	<b>298,500</b>	<b>49.51%</b>	

**DEBT SERVICES EXPENDITURES**

<i>Debt Service</i>																	
12-00-7920	SSA 2008 SERIES BOND - PRINCIPLE		-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0.00%

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			May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21			
12-00-7922	SERIES 2020 ARS BOND PRINCIPLE								360,000	-	-	-	-		360,000		
12-00-7923	SERIES 2020 ARS BOND INTEREST								66,933	-	-	-	-		66,933		
12-00-7930	SSA 2008 SERIES BOND - INTEREST		-	-	-	-	-	-	-	-	-	-	-		-	5,900	0.00%
12-00-7931	CAP PROJ BOND 2015 - PRINCIPLE								120,000	-	-	-	-		120,000	120,000	100.00%
12-00-7933	CAP PROJ BOND 2015 - INTEREST		2,750	-	-	-	-	-	2,750	-	-	-	-		5,500	5,500	100.00%
12-00-7938	SERIES 2018 ROLLOVER GO PRINCIPLE		-	-	-	-	-	-	-	-	-	-	-		-	130,000	0.00%
12-00-7939	SERIES 2018 ROLLOVER GO INTEREST		-	-	-	-	-	-	-	-	-	-	-		-	3,100	0.00%
12-00-7938	CAP PROJ BOND 2018 - PRINCIPLE		-	-	-	-	-	-	-	-	-	-	-		-	130,000	0.00%
12-00-7939	CAP PROJ BOND 2018 - INTEREST		-	-	-	-	-	-	-	-	-	-	-		-	3,200	0.00%
<i>Contractual Services</i>																	
12-00-7940	SERVICE & INVESTMENT FEES		-	-	-	-	-	-	475	-	-	-	-		475	6,000	7.92%
<i>Miscellaneous</i>																	
12-00-7160	MISC EXPENSE		25	-	-	-	-	-	-	-	-	-	-		25	1,000	2.50%
12-00-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<i>Other Financing Uses</i>																	
12-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-		-	-	0.00%
<b>TOTAL EXPENDITURES: DEBT SERVICE</b>			<b>2,775</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>550,158</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>552,933</b>	<b>434,700</b>	<b>127.20%</b>
<b>TOTAL FUND REVENUES</b>			<b>9,926</b>	<b>60,027</b>	<b>5,718</b>	<b>4,859</b>	<b>50,599</b>	<b>5,786</b>	<b>2,715</b>	<b>2,715</b>	<b>2,715</b>	<b>2,715</b>	<b>-</b>	<b>-</b>	<b>147,778</b>	<b>298,500</b>	<b>49.51%</b>
<b>TOTAL FUND EXPENDITURES</b>			<b>2,775</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>550,158</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>552,933</b>	<b>434,700</b>	<b>127.20%</b>
<b>FUND SURPLUS (DEFICIT)</b>			<b>7,151</b>	<b>60,027</b>	<b>5,718</b>	<b>4,859</b>	<b>50,599</b>	<b>5,786</b>	<b>(547,442)</b>	<b>2,715</b>	<b>2,715</b>	<b>2,715</b>	<b>-</b>	<b>-</b>	<b>(405,155)</b>	<b>(136,200)</b>	<b>0.00%</b>

**MOBILE EQUIPMENT FUND REVENUE**

<i>Miscellaneous</i>																	
21-00-4911	PUBLIC WORKS VEHICLE REPLCMNT		-	-	-	-	-	-	-	-	-	-	-	-	-	1,800	0.00%
21-00-4912	WPD VEHICLE FINES & TRANSFERS		20	20	20	20	40	20	-	410	-	-	-	-	550	-	0.00%
21-00-4915	ESDA VEHICLE MEF REPLCMNT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL REVENUES: MOBILE EQUIPMENT FUND</b>			<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>40</b>	<b>20</b>	<b>-</b>	<b>410</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>550</b>	<b>1,800</b>	<b>30.56%</b>

**MOBILE EQUIPMENT FUND EXPENDITURES**

<i>Miscellaneous</i>																	
21-00-7410	G/C MEF PURCHASE EXP		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
21-00-7411	PUBLIC WORKS VEHICLE PURCHASE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
21-00-7412	ESDA MEF VEHICLE PURCHASE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Other Financing Uses</i>																	
21-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: MOBILE EQUIPMENT FUND</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>TOTAL FUND REVENUES</b>			<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>40</b>	<b>20</b>	<b>-</b>	<b>410</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>550</b>	<b>1,800</b>	<b>30.56%</b>
<b>TOTAL FUND EXPENDITURES</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>FUND SURPLUS (DEFICIT)</b>			<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>40</b>	<b>20</b>	<b>-</b>	<b>410</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>550</b>	<b>1,800</b>	<b>30.56%</b>

**CAPITAL PROJECT FUND REVENUE**

<i>Intergovernmental</i>																	
24-00-4887	EDP-RT 53/PEOTONE		-	-	-	-	-	-	-	-	-	-	-	-	-	2,630,000	0.00%
<i>Investment Income</i>																	
24-00-4850	INTEREST INCOME		94	56	-	-	-	-	-	-	-	-	-	-	149	2,000	7.47%
<i>Reimbursements</i>																	
24-00-4870	OTHER REIMBURSEMENTS		-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0.00%
<i>Other Financing Uses</i>																	
24-00-4910	TRANSFERS FROM OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL REVENUES: CAPITAL PROJECTS FUND</b>			<b>94</b>	<b>56</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>149</b>	<b>2,633,000</b>	<b>0.01%</b>

**CAPITAL PROJECT FUND EXPENDITURES**

<i>Road Construction Projects</i>																	
24-00-7449	S. Arsenal/Rte 53 EDP/IDOT		-	-	-	-	-	-	-	23,086	-	5,062	376		28,525	-	0.00%
<i>Contractual Services</i>																	

City of Wilmington  
**FISCAL YEAR 2021 BUDGET REPORT**  
 For the Month Ended February 28, 2021

ACCOUNT NUMBER	DESCRIPTION	% of Fiscal Year	% of Fiscal Year												Year-to-Date Totals	FISCAL YEAR 2021 BUDGET	% of Budget		
			8% May-20	17% June-20	25% July-20	33% August-20	42% September-20	50% October-20	58% November-20	67% December-20	75% January-21	83% February-21	92% March-21	100% April-21					
24-00-6670	PROF FEES-OTHER		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
24-00-7315	KKK ST/FKD CRK BRIDGE PROJ EXP		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
24-00-7415	USCS/IDOT RTE 52/PEOTONE RD		-	-	-	-	-	-	57,575	-	93,994	-	-	124,267	-	-	275,836	2,761,000	0.00%
24-00-7440	IDOT RT 53/N RIVER RD PROJECT		-	-	-	-	-	-	1,676	-	37,697	-	-	-	-	-	39,373	-	0.00%
24-00-7449	S ARSENAL/RT 53 IDOT/EDP		-	-	7,142	-	-	-	-	-	23,086	-	5,062	376	-	-	35,667	-	0.00%
24-00-7450	MISC OTHER CAP PROJECTS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
24-00-7940	SERVICE & INVESTMENT FEES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Miscellaneous</i>																			
24-00-8021	CONTINGENCY		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<i>Other Financing Uses</i>																			
24-00-8020	TRANSFERS TO OTHER FUNDS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES: CAPITAL PROJECT FUND</b>			-	-	7,142	-	-	-	59,251	-	154,777	-	5,062	124,643	-	-	379,400	2,761,000	0.00%
<b>TOTAL FUND REVENUES</b>			94	56	-	-	-	-	-	-	-	-	-	-	-	149	2,633,000	0.01%	
<b>TOTAL FUND EXPENDITURES</b>			-	-	7,142	-	-	-	59,251	-	154,777	-	5,062	124,643	-	-	379,400	2,761,000	0.00%
<b>FUND SURPLUS (DEFICIT)</b>			94	56	(7,142)	-	-	-	(59,251)	-	(154,777)	-	(5,062)	(124,643)	-	(379,251)	(128,000)	296.29%	

**RIDGE PORT TIF #2 FUND**

<i>Taxes</i>																			
25-00-4020	PROPERTY TAXES-RIDGE PORT TIF		405,605	1,745,662	-	-	4,170,773	-	-	-	-	-	-	-	-	-	6,322,040	6,410,000	98.63%
<i>Investment Income</i>																			
25-00-4850	INTEREST INCOME		21	12	188	-	-	-	-	-	-	-	-	-	-	221	10,000	2.21%	
<b>TOTAL REVENUES: RIDGE PORT TIF #2 FUND</b>			405,626	1,745,674	188	-	4,170,773	-	-	-	-	-	-	-	-	6,322,262	6,420,000	98.48%	

**RIDGE PORT TIF #2 FUND EXPENDITURES**

<i>Contractual Services</i>																	
25-00-7171	TIF-PROF FEES/ADMIN		82	7,150	1,971	7,764	-	28,061	68	-	10,711	-	-	-	55,806	25,000	223.22%
25-00-7172	TIF ADMIN OVERAGE EXPPNS		-	-	-	-	-	-	-	19,937	26,094	8,492	4,900	-	59,423	35,000	169.78%
<i>Miscellaneous</i>																	
25-00-7170	DEVELOPER DISTRIBUTION EXPNS		-	-	-	2,123,998	4,170,773	-	-	-	-	-	-	-	6,294,771	6,350,000	99.13%
<b>TOTAL EXPENDITURES: RIDGE PORT TIF #2 FUND</b>			-	7,150	1,971	2,131,762	4,170,773	28,061	68	19,937	36,805	8,492	4,900	-	6,410,000	6,410,000	100.00%
<b>TOTAL FUND REVENUES</b>			405,626	1,745,674	188	-	4,170,773	-	-	-	-	-	-	-	6,322,262	6,420,000	98.48%
<b>TOTAL FUND EXPENDITURES</b>			-	7,150	1,971	2,131,762	4,170,773	28,061	68	19,937	36,805	8,492	4,900	-	6,410,000	6,410,000	100.00%
<b>FUND SURPLUS (DEFICIT)</b>			405,626	1,738,524	(1,782)	(2,131,762)	0	(28,061)	(68)	(19,937)	(36,805)	(8,492)	(4,900)	-	(87,739)	10,000	-877.39%