

City of Wilmington Finance, Administration & Land Acquisition Committee Tuesday, April 19, 2016 at 6:00 p.m.

Location & Time

Council Chamber Wilmington City Hall 1165 S. Water Street 6:00 p.m. 04/19/16

Finance, Administration & Land Acquisition Committee Members

Frank Studer, Co-Chair

Fran Tutor, Co-Chair

John Persic, Jr.

Kevin Kirwin

Larry Hall

Kirby Hall

Joe Van Duyne

Steve Evans

Agenda

- 1. Call to Order
- 2. Approval of the March 16, 2016 Meeting Minutes
- 3. Review Accounting Reports as Presented by City Accountant
- 4. New Business
 - a. Review & Approve the Waste Management Proposal for Garbage, Refuse, Recycling and Yard Waste Collection Services with the City of Wilmington (Contract beginning May 1, 2016 and ending April 30, 2021)
 - b. Update Openlands S. Island Park Property and Cell Tower Payment Request
 - c. Discussion on the First Amendment to the JADA/Prologis Annexation Agreement and Request to Publish for a Public Hearing on 5/17/2016
 - d. Review & Approve the Service Agreement for On-Call Water and Wastewater Engineering Support as provided by Strand Associates, Inc.
- 5. Adjournment

Committee: Finance, Administration and Land Acquisition

Date: Tuesday March 16, 2016

Time: 6:00 p.m.

Members

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

Member

Absent: Alderman VanDuyne & Persic

Non-Members

Present: Mayor Orr, City Clerk Judy Radosevich, City Administrator Tony

Graff, City Accountant Kim Doglio, City Engineer Zemaitis, City Attorney Urban, Attorney Scott Nemanich, Attorney Benj. Householder & Shlomo Khoudari, Managing Principal for Elion

Partners

Alderman Studer called the Finance, Administration and Land Acquisition Committee Meeting to order at 6:00 pm

Approve of the February 16, 2016 Meeting Minutes

Alderman Evans made a motion and Alderman K. Hall seconded to approve the February 16, 2016 committee meeting minutes as written and have them placed on file, motion passed.

Review Accounting Report as Presented by the City Accountant

Kim Doglio the City Accountant reviewed the Check Register and the Collectors Report and noted that there is nothing unusual.

New Business:

a. Review/ Approve an Ordinance Amending a Provision of Chapter 96 of Wilmington Code of Ordinance Relating to Signs

Alderman Kirwin made a motion and Alderman Evans seconded to send to full Council for final approval, motion passed

b. Review/ Approve Review Park Rules

After some discussion the Committees consensus was to add % where much clean up after their Pets+

Alderman Tutor made a motion and Alderman Kirwin seconded to send to City Council for final approval, motion passed

- c. Review/ Approve Seventh Amendment to Annexation Agreement with Ridge Logistics Park I, LLC
- d. Review/ Approve Annexation Agreement Estoppel with Ridge Logistics Park I, LLC
- e. Review/ Approve Tenth Amendment to Redevelopment Agreement with Ridge Logistics Park I, LLC
- f. Review/ Approve Redevelopment Agreement Estopple with Ridge Logistics Park I, LLC
- g. Review/ Approve Resolution of Intent to Amend the TIF District for Ridgeport Logistics Center Intermodal Terminal Facility Area

Administrator Graff gave a lengthy explanation of the New Business items C thru G, that pertained to Ridge Logistics Park I, LLC. Shlomo Khoudari, Managing Principal of Elion Partners also addressed the Council as well as Attorney Scott Nemanich. Alderman Tutor made a motion and Alderman L. Hall second to send City Council for final approval, motion passed.

The March 16, 2016 Finance, Administration & Land Acquisition Meeting adjourned at 6:47 p.m.

Respectfully Submitted,

Judith Radosevich City Clerk

City of Wilmington Check Register Meeting Date: April 19, 2016



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
17498	4/7/2016	ComEd	154.52
17499	4/7/2016	Healthcare Service Corp	30,392.74
17500	4/7/2016	Midwest Leadership Institute	1,800.00
0	4/8/2016	Payroll Sweep	75,605.45
0	4/8/2016	IMRF	14,168.59
0	4/8/2016	Misc Vendors	559.46
0	4/8/2016	Paycor	1,951.20
0	4/15/2016	Paycor	274.27
0	4/15/2016	Payroll Sweep	76,849.90
17501	4/19/2016	Adp Inc	622.60
17502	4/19/2016	Air Gas USA, LLC	193.40
17503	4/19/2016	AT&T	52.00
17506	4/19/2016	Cintas Corporation	473.00
17507	4/19/2016	Cintas First Aid & Safety	88.84
17508	4/19/2016	Clark Baird Smith, LLC	1,543.75
17509	4/19/2016	Clennon Electric Co Inc	361.35
17510	4/19/2016	ComEd	15.93
17511	4/19/2016	Commercial Electronic Systems, Inc.	369.00
17512	4/19/2016	D'Orazio Ford	440.42
17513	4/19/2016	Jeremy DeVivo	488.00
17514	4/19/2016	Adam Egizio	40.00
17515	4/19/2016	EJ Equipment, Inc.	317.00
17517	4/19/2016	Engineered Rail Solutions, LLC	3,838.28
17518	4/19/2016	Fisher Auto Parts Inc	354.34
17519	4/19/2016	G W Communications	191.40
17520	4/19/2016	Galls, LLC	154.97
17522	4/19/2016	DS Waters of America Hinckley Springs	3.56
17524	4/19/2016	HR Green, Inc.	970.36
17525		Il Fire & Police Commissioners Assoc	430.00
17526		Illinois Power Marketing	5,884.70
17527	4/19/2016	Illinois State Police	59.50
17529	4/19/2016	Kavanagh Grumley & Gorbold, LLC	525.00
17530		Konica Minolta	323.27
17532		Stephanie Little	136.80
17533		M&K Truck Centers	576.70
17535		Menards-Joliet	28.51
17536		Municipal Electronics Inc	329.14
17537	4/19/2016		1,900.00
17538	4/19/2016	Office Depot	71.97

Check#	Date	Vendor/Employee		Amount
17539		Peckham Guyton Albers & Viets, In		3,392.50
17542		Rescue Essentials		474.61
17543		Sandeno, Inc.		1,332.10
17544		Sistek Sales Inc		203.16
17545		Smith Medical Partners		1,815.00
17546		Southwest Mechanical Inc		2,040.95
17547		Stanard & Associates, Inc.		1,950.00
17548		Pam Tharge		335.34
17549		Traffic Control & Protection, Inc.		7,110.85
17550		Travel Centers of America, LLC		312.47
17551		Tri River Police Training Reg		100.00
17552		John Urban		1,628.00
17553		WEX Bank		2,541.48
17554		Whitmore Investments Inc		364.24
17555	•	Will County Animal Control		100.00
	, -, -	, , , , , , , , , , , , , , , , , , , ,	TOTAL:	246,240.62
				·
Fund	2	Water Operating M & R Fund		
9148	4/7/2016	Healthcare Service Corp		7,964.92
0	4/8/2016	Payroll Sweep		15,864.54
0	4/8/2016	IMRF		2,868.29
0	4/15/2016	Payroll Sweep		15,136.57
9149	4/19/2016	Angelos True Value / Ben Angelos Liquors Inc		117.58
9150	4/19/2016	B.P. Markets, Inc.		94.81
9153	4/19/2016	Comcast		102.85
9154	4/19/2016	ComEd		856.35
9157	4/19/2016	Fisher Auto Parts Inc		6.18
9158	4/19/2016	Jack Henry & Associates, Inc.		44.81
9163	4/19/2016	PDC Labs Inc		838.00
9166	4/19/2016	Underground Pipe & Valve Co		127.00
9168	4/19/2016	Waste Management Of II SW		40,771.31
9169	4/19/2016	Water Products Company		252.00
9170	4/19/2016	WEX Bank		217.74
9171	4/19/2016	Whitmore Investments Inc		544.07
			TOTAL:	85,807.02
Fund	3	Sewer Capital Project Fund		
0		Payroll Sweep		440.00
0		Payroll Sweep		440.00
9160		Metropolitan Industries Inc		4,202.00
9164	4/19/2016	Spirac (USA) Inc.		3,884.00
			TOTAL:	8,966.00
Fund	4	Sewer Operating M & R Fund		
9148		Healthcare Service Corp		4,640.42
J140	4///2010	Healthcare Service COIP		4,040.42
0		Payroll Sweep		12,270.80

Check#	Date Vendor/Employee		Amount
0	4/8/2016 IMRF		2,432.15
0	4/8/2016 Misc Vendors		753.40
0	4/15/2016 Payroll Sweep		10,560.59
9151	4/19/2016 Cintas First Aid & Safety		390.91
9154	4/19/2016 ComEd		505.58
9155	4/19/2016 EJ Equipment, Inc.		2,200.00
9156	4/19/2016 Evans Lawn & Garden Inc		59.25
9157	4/19/2016 Fisher Auto Parts Inc		11.15
9158	4/19/2016 Jack Henry & Associates, Inc.		44.80
9159	4/19/2016 Stephanie Little		496.00
9160	4/19/2016 Metropolitan Industries Inc		1,342.00
9161	4/19/2016 Nestle Water North America		81.10
9162	4/19/2016 Nicor		810.69
9165	4/19/2016 Trojan Technologies		5,158.53
9167	4/19/2016 USA Blue Book		1,021.51
9168	4/19/2016 Waste Management Of II SW		661.27
9170	4/19/2016 WEX Bank		124.07
9171	4/19/2016 Whitmore Investments Inc		189.23
		TOTAL:	43,753.45
.			
Fund	6 Motor Fuel Tax Fund		40.052.77
3650	4/19/2016 Cargill Incorporated	TOTAL:	19,053.77
		TOTAL:	19,053.77
Fund	7 ESDA Fund		
17504	4/19/2016 William Bailey		120.00
17505	4/19/2016 Berkot Foods		58.90
17516	4/19/2016 Emergency Service Marketing Corp., Inc.		300.00
17518	4/19/2016 Fisher Auto Parts Inc		25.48
17521	4/19/2016 Brett Henderson		120.00
17523	4/19/2016 Dennis Housman		120.00
17528			
	4/19/2016 J.E. Weinel, Inc.		
17531	4/19/2016 J.E. Weinel, Inc. 4/19/2016 Leisure Pro		1,237.35
17531 17534	4/19/2016 Leisure Pro		1,237.35 1,809.80
	·		1,237.35 1,809.80 98.86
17534	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley		1,237.35 1,809.80 98.86 120.00
17534 17540	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko		1,237.35 1,809.80 98.86 120.00 198.40
17534 17540 17541	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank		1,237.35 1,809.80 98.86 120.00 198.40 95.75
17534 17540 17541 17553	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank 4/19/2016 Whitmore Investments Inc		1,237.35 1,809.80 98.86 120.00 198.40 95.75 81.14
17534 17540 17541 17553 17554	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank	TOTAL:	1,237.35 1,809.80 98.86 120.00 198.40 95.75 81.14 257.00
17534 17540 17541 17553 17554	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank 4/19/2016 Whitmore Investments Inc 4/19/2016 Wilmington ESDA	TOTAL:	1,237.35 1,809.80 98.86 120.00 198.40 95.75 81.14 257.00
17534 17540 17541 17553 17554 17556	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank 4/19/2016 Whitmore Investments Inc 4/19/2016 Wilmington ESDA Water Capital Project Fund	TOTAL:	1,237.35 1,809.80 98.86 120.00 198.40 95.75 81.14 257.00 4,642.68
17534 17540 17541 17553 17554 17556	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank 4/19/2016 Whitmore Investments Inc 4/19/2016 Wilmington ESDA 17 Water Capital Project Fund 4/8/2016 Payroll Sweep	TOTAL:	1,237.35 1,809.80 98.86 120.00 198.40 95.75 81.14 257.00 4,642.68
17534 17540 17541 17553 17554 17556 Fund 0 0	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank 4/19/2016 Whitmore Investments Inc 4/19/2016 Wilmington ESDA 17 Water Capital Project Fund 4/8/2016 Payroll Sweep 4/15/2016 Payroll Sweep	TOTAL:	1,237.35 1,809.80 98.86 120.00 198.40 95.75 81.14 257.00 4,642.68 1,320.00 1,320.00
17534 17540 17541 17553 17554 17556 Fund 0	4/19/2016 Leisure Pro 4/19/2016 Menards Bradley 4/19/2016 Richard Princko 4/19/2016 Terrence Reese 4/19/2016 WEX Bank 4/19/2016 Whitmore Investments Inc 4/19/2016 Wilmington ESDA 17 Water Capital Project Fund 4/8/2016 Payroll Sweep	TOTAL:	1,237.35 1,809.80 98.86 120.00 198.40 95.75 81.14 257.00 4,642.68 1,320.00 1,320.00 65,400.00 2,314.00

Check#	Date	Vendor/Employee		Amount
			TOTAL:	70,354.00
Fund	24	Capital Project Fund		
2000		State Treasurer - IDOT		201,876.10
	, -, -		TOTAL:	201,876.10
		GRAND TOTAL EXPENDITURES A	LL FUNDS:	680,693.64
	Larry Hall	Kirby Hall	Steve Eva	nns
J	ohn Persic, Jr.	Kevin Kirwin	Frank Stu	der
Jc	oe VanDuyne	<u>Ap</u> Fran Tutor	proved: April:	<u>19, 2016</u>

City of Wilmington

Collector's Report of Deposits Other Than Taxes For the Month Ended March 31, 2016

GENERAL CORPORATE BUSINESS REGISTRATION FEE ECONOMIC DEVELOPMENT FEE CONTRACTOR'S REGISTRATION FE OPERATING LICENSES - MISC LIQUOR LICENSES OTHER MISC. REIMBURSEMENTS HEALTH INSURANCE REIMBURSEM OTHER MISC. INCOME DEVELOPERS REIMBURSEMENTS		40.00 397.50 1,000.00 0.00 0.00 219.75 7,867.85 1,096.10 0.00
BUILDING BUILDING PERMIT FEES BUILDING PERMIT INSPECTION FEE CITY ENGINEER SERVICES BLDG D CITY ENGINEER SERVICES P & Z PLANNING & ZONING FEE		1,250.00 3,200.00 1,970.00 0.00 300.00
POLICE CLERK OF CIRCUIT COURT FINES ORDINANCE/MISC FINES IMPOUNDMENT FINES ANIMAL TAGS		11,043.74 8,214.04 750.00 45.00
STREETS VEHICLE TAGS	GENERAL CORPORATE TOTAL	886.00 38,279.98
WATER & SEWER WATER DIST SYSTEM TAP-ON FEES WATER SYSTEM CAPACITY USER F WATER METER PURCHASES SEWER SYSTEM CAPACITY USER F SEWER COLLECTION SYSTEM FEES LATE FEES/PENALTIES CITY ENGINEER SERVICES OTHER MISC. INCOME OTHER REIMBURSEMENTS - W&S UTILITY BILLING CASH RECEIPTS	EES	0.00 0.00 680.00 0.00 0.00 4,853.12 0.00 1,568.03 1,163.24 254,363.09 262,627.48
	TOTAL MONTHLY RECEIPTS:	\$300,907.46

City of Wilmington User: kim

General Ledger Revenue vs. Expenses Summary Printed: 04/15/2016 12:46 Period 11, 2016

Fund	Description	YTD Balance Before Period	Revenues for Period	Expenses for Period	Year to Date Amount
01	General Corporate Fund	54,730.16	255,763.36	316,723.82	(6,230.30)
02	Water Operating M & R Fund	26,793.31	114,579.69	134,154.92	7,218.08
03	Sewer Capital Project Fund	21,414.25	3,900.07	880.00	24,434.32
04	Sewer Operating M & R Fund	(40,391.85)	139,143.02	70,868.31	27,882.86
05	DFC Federal Grant Fund	(0.00)	5,667.08	5,667.08	(0.00)
06	Motor Fuel Tax Fund	(145,703.94)	12,604.53	0.00	(133,099.41)
07	ESDA Fund	(3,886.32)	0.00	4,968.36	(8,854.68)
12	Debt Service Fund	1,087.27	2,697.51	0.00	3,784.78
17	Water Capital Project Fund	(8,784.04)	9,478.58	167,583.21	(166,888.67)
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	(21,552.00)	880.00	0.00	(20,672.00)
24	Capital Project Fund	(418,213.72)	70.16	0.00	(418,143.56)
25	RidgePort TIF#2 Fund	(7,172.97)	0.00	0.00	(7,172.97)
	Report Totals:	(541,679.85)	544,784.00	700,845.70	(697,741.55)

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
01	General Corporate Fund					
	Property Taxes	1,081,100.00	0.00	1,090,828.46	(9,728.46)	(0.90)
	Building Fees	618,000.00	6,720.00	321,180.75	296,819.25	48.02
	Taxes	1,728,000.00	156,775.37	1,598,351.84	129,648.16	7.50
	Utility Taxes	585,000.00	61,588.01	473,944.24	111,055.76	18.98
	Franchise Fee	75,000.00	0.00	75,112.51	(112.51)	(0.15)
	Fines	139,000.00	19,127.78	118,091.29	20,908.71	15.04
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	License Fees	122,800.00	2,368.50	106,606.50	16,193.50	13.18
	Other Income - Misc.	81,000.00	900.00	59,534.38	21,465.62	26.50
	Other Reimbursements	346,000.00	8,087.60	278,173.89	67,826.11	19.60
	Rental of Property	13,000.00	125.00	12,741.60	258.40	1.98
	Interest Income	100.00	71.10	453.22	(353.22)	(353.22)
	REVENUE Totals:	4,789,000.00	255,763.36	4,135,018.68	653,981.32	13.65
	Salary Expense	1,875,400.00	136,791.39	1,610,164.81	265,235.19	14.14
	Police Commission Exp	15,000.00	0.00	2,468.50	12,531.50	83.54
	Employee Health & Life Insuran	486,000.00	38,430.09	378,732.06	107,267.94	22.07
	Oper Supplies and Tools	34,500.00	2,582.78	25,475.55	9,024.45	26.15
	Gasoline, Oil & Tolls	91,600.00	4,303.50	55,593.73	36,006.27	39.30
	Office Supplies & Postage	21,350.00	2,421.54	14,011.73	7,338.27	34.37
	Training Expenses & Mileage	30,500.00	1,163.35	12,633.26	17,866.74	58.57
	Property & Equipment Insurance	398,000.00	44,182.00	386,718.00	11,282.00	2.83
	Engineering Services	16,000.00	3,680.04	4,310.04	11,689.96	73.06
	Legal Services	108,000.00	8,372.47	80,227.42	27,772.58	25.71
	Notices/Legal Publications	4,200.00	262.90	1,908.00	2,292.00	54.57
	Consulting /Service Fees	218,200.00	2,448.20	143,629.44	74,570.56	34.17
	Other Professional Services	244,900.00	16,654.98	229,108.92	15,791.08	6.44
	Computer Maint. & Prog. Fees	55,500.00	3,520.08	41,844.77	13,655.23	24.60
	Dues, Subscrp. & Memberships	12,300.00	0.00	10,121.22	2,178.78	17.71
	Community Dev Expense	34,990.00	3,559.77	15,865.70	19,124.30	54.65
	Maintenance - Equipment	44,600.00	7,165.87	42,032.63	2,567.37	5.75
	Maintenance - Grounds/Building	147,000.00	12,200.12	129,186.89	17,813.11	12.11
	Vehicle Expenses	65,200.00	8,887.25	40,270.20	24,929.80	38.23
	Uniforms	29,000.00	633.42	23,137.34	5,862.66	20.21
	Rental of Equipment	9,000.00	230.00	7,680.00	1,320.00	14.66
	Utilities / Telephone Services	145,800.00	4,112.61	99,981.19	45,818.81	31.42
	Misc Scrivices	26,500.00	926.74	10,641.95	15,858.05	59.84
	Office Furn & Equipt	15,000.00	220.14	11,567.71	3,432.29	22.88
	Equipment Purchases	189,200.00	2,166.54	149,805.43	39,394.57	20.82
*	MEF FUND Purchases	22,710.00	0.00	22,703.00	7.00	0.03
	Transfers to Other Funds	55,000.00	0.00	20,000.00	35,000.00	
	Payroll Tax/Pension Expenses	633,000.00	11,808.04		61,570.51	63.63 9.72
	1 ayron 1 ax/r ension expenses	055,000.00	11,000.04	571,429.49	01,370.51	9.72

Account	Description EXPENSES Totals:	Budget 5,028,450.00	Period Amount 316,723.82	Year to Date Amount 4,141,248.98	Year to Date Variance 887,201.02	Percent Variance 17.64
*	01 Totals:	(239,450.00)*	(60,960.46)*	(6,230.30)*	(233,219.70)*	97.39*
02	Water Operating M & R Fund					
02	Water Service	163,500.00	13,785.98	152,878.07	10,621.93	6.49
	Utility Service Fees	844,000.00	59,108.10	748,542.94	95,457.06	11.31
	Misc Fees	495,000.00	40,908.05	447,883.77	47,116.23	9.51
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	10,000.00	250.00	4,025.00	5,975.00	59.75
	Other Reimbursements	7,000.00	513.66	5,250.42	1,749.58	24.99
	Sale of Equip & Vehicles	0.00	0.00	0.00	0.00	0.00
	Interest Income	50.00	13.90	24.21	25.79	51.58
	REVENUE Totals:	1,519,550.00	114,579.69	1,358,604.41	160,945.59	10.59
	Salary Expense	430,000.00	26,216.01	363,842.55	66,157.45	15.38
	Employee Health & Life Insuran	74,000.00	5,902.93	58,991.32	15,008.68	20.28
	Oper Supplies and Tools	12,000.00	1,136.44	10,571.33	1,428.67	11.90
	Gasoline, Oil & Tolls	10,000.00	221.02	4,767.03	5,232.97	52.33
	Office Supplies & Postage	13,000.00	1,726.08	10,947.74	2,052.26	15.78
	Training Expenses & Mileage	2,000.00	0.00	898.25	1,101.75	55.08
	Property & Equipment Insurance	60,000.00	0.00	60,000.00	0.00	0.00
	Legal Services	2,000.00	0.00	74.00	1,926.00	96.30
	Notices/Legal Publications	700.00	0.00	0.00	700.00	100.00
	Consulting /Service Fees	6,500.00	0.00	5,252.80	1,247.20	19.18
	Other Professional Services	18,500.00	883.00	12,330.16	6,169.84	33.35
	Computer Maint. & Prog. Fees	12,000.00	1,019.44	11,956.30	43.70	0.36
	Dues, Subscrp. & Memberships	800.00	0.00	458.80	341.20	42.65
	Maintenance - Equipment	33,500.00	5,344.17	33,761.27	(261.27)	(0.78)
	Maintenance - Grounds/Building	31,000.00	3,461.21	33,987.72	(2,987.72)	(9.63)
	Vehicle Expenses	5,000.00	606.38	2,473.23	2,526.77	50.53
	Uniforms	3,500.00	114.99	458.38	3,041.62	86.90
	Rental of Equipment	5,000.00	0.00	0.00	5,000.00	100.00
	Utilities / Telephone Services	70,000.00	8,624.93	55,173.50	14,826.50	21.18
	Debt Service Bond Pymts	48,800.00	28,193.53	42,462.44	6,337.56	12.98
	Misc	2,000.00	186.00	1,379.87	620.13	31.00
	Office Furn & Equipt	6,000.00	366.79	3,802.29	2,197.71	36.62
	Equipment Purchases	38,000.00	813.00	22,535.66	15,464.34 34,016.31	40.69 49.29
	Transfers to Other Funds	69,000.00	0.00	34,983.69	38,350.31	35.51
	Chemical Treatment, Disposal	108,000.00	6,322.92	69,649.69	52,760.48	10.65
	Garbage Disposal Fee	495,000.00	40,634.57	442,239.52 68,388.79	19,111.21	21.84
	Payroll Tax/Pension Expenses	87,500.00	2,381.51 134,154.92	1,351,386.33	292,413.67	17.78
	EXPENSES Totals:	1,643,800.00	154,154.92	1,331,360.33	292,413.07	17.70

Account	Description 02 Totals:	Budget (124,250.00)*	Period Amount (19,575.23)*	Year to Date Amount 7,218.08*	Year to Date Variance (131,468.08)*	Percent Variance 105,80*
03	Sewer Capital Project Fund					
	Utility Service Fees	31,000.00	3,212.43	34,998.02	(3,998.02)	(12.89)
	Utility Expansion Fees	6,150.00	0.00	6,150.00	0.00	0.00
	Transfers from Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	Other Income - Misc.	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Rental of Property	6,600.00	550.00	6,050.00	550.00	8.33
	Interest Income	100.00	137.64	684.94	(584.94)	(584.94)
	REVENUE Totals:	143,850.00	3,900.07	47,882.96	95,967.04	66.71
	Salary Expense	11,500.00	880.00	9,928.70	1,571.30	13.66
	Legal Services	0.00	0.00	0.00	0.00	0.00
	Other Professional Services	0.00	0.00	0.00	0.00	0.00
	Misc	11,000.00	0.00	0.00	11,000.00	100.00
	Equipment Purchases	65,400.00	0.00	13,519.94	51,880.06	79.32
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	45,000.00	0.00	0.00	45,000.00	100.00
	Utilities Maintenance	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	132,900.00	880.00	23,448.64	109,451.36	82.35
	03 Totals:	10,950.00*	3,020.07*	24,434.32*	(13,484.32)*	(123.14)*
04	Sewer Operating M & R Fund					
	W/S Dist/Collect Sys Maint	110,000.00	0.00	131,733.74	(21,733.74)	(19.75)
	Utility Service Fees	795,000.00	61,164.14	726,970.56	68,029.44	8.55
	WWTP Debt Service Rev	970,000.00	77,329.30	867,334.09	102,665.91	10.58
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	8,000.00	649.58	28,177.82	(20,177.82)	(252.22)
	Interest Income	50.00	0.00	24.34	25.66	51.32
	REVENUE Totals:	1,883,050.00	139,143.02	1,754,240.55	128,809.45	6.84
	Salary Expense	293,000.00	22,796.04	255,487.16	37,512.84	12.80
	Overtime Wages	20,000.00	792.25	11,823.67	8,176.33	40.88
	Employee Health & Life Insuran	84,000.00	6,856.01	65,057.00	18,943.00	22.55
	Oper Supplies and Tools	17,600.00	4,151.83	15,357.51	2,242.49	12.74
	Gasoline, Oil & Tolls	14,000.00	188.85	4,904.26	9,095.74	64.97
	Office Supplies & Postage	14,000.00	1,610.00	12,352.02	1,647.98	11.77
	Training Expenses & Mileage	4,100.00	0.00	1,273.16	2,826.84	68.94
	Property & Equipment Insurance	51,500.00	0.00	51,500.00	0.00	0.00
	Engineering Services	30,000.00	0.00	27,800.00	2,200.00	7.33
	Legal Services	1,000.00	0.00	898.25	101.75	10.17
	Notices/Legal Publications	800.00	0.00	0.00	800.00	100.00

City of Wilmington User: kim General Ledger Revenue vs. Expenditure By Fund

A	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
Account	<u>Description</u> Consulting /Service Fees	6,500.00	0.00	5,244.76	1,255.24	19.31
	Other Professional Services	20,000.00	0.00	15,957.60	4,042.40	20.21
	Computer Maint. & Prog. Fees	15,000.00	1,018.17	9,607.18	5,392.82	35.95
		1,400.00	0.00	481.80	918.20	65.58
	Dues, Subscrp. & Memberships Maintenance - Equipment	133,350.00	5,928.44	102,837.81	30,512.19	22.88
	Maintenance - Equipment Maintenance - Grounds/Building	54,350.00	2,576.64	35,625.55	18,724.45	34.45
		5,000.00	2,370.04	3,801.32	1,198.68	23.97
	Vehicle Expenses	3,000.00	0.00	850.37	2,149.63	71.65
	Uniforms	11,000.00	0.00	7,750.00	3,250.00	29.54
	Rental of Equipment	105,500.00	9,021.09	87,521.11	17,978.89	17.04
	Utilities / Telephone Services		0.00	902,113.72	886.28	0.09
	Debt Service Bond Pymts	903,000.00		230.71	769.29	76.92
	Misc	1,000.00	0.00		2,184.51	36.40
	Office Furn & Equipt	6,000.00	814.26	3,815.49	4,978.17	38.29
	Equipment Purchases	13,000.00	332.98	8,021.83	85,000.00	100.00
	Transfers to Other Funds	85,000.00	0.00	0.00		
	Chemical Treatment, Disposal	73,500.00	12,760.57	48,089.62	25,410.38	34.57
	Payroll Tax/Pension Expenses	65,900.00	2,018.85	47,955.79	17,944.21	27.22
	EXPENSES Totals:	2,032,500.00	70,868.31	1,726,357.69	306,142.31	15.06
	04 Totals:	(149,450.00)*	68,274.71*	27,882.86*	(177,332.86)*	118.65*
05	DFC Federal Grant Fund					
	Grants	185,000.00	5,667.08	104,593.00	80,407.00	43.46
	REVENUE Totals:	185,000.00	5,667.08	104,593.00	80,407.00	43.46
	Misc	185,000.00	5,667.08	104,593.00	80,407.00	43.46
	EXPENSES Totals:	185,000.00	5,667.08	104,593.00	80,407.00	43.46
	EXI ENGLS Totals.	165,000.00	2,007.00	,		
	05 Totals:	0.00*	0.00*	(0.00)*	0.00*	0.00*
06	Motor Fuel Tax Fund					
	MFT State Allotments	140,000.00	12,575.22	135,884.36	4,115.64	2.94
	Grants	0.00	0.00	0.00	0.00	0.00
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	0.00	0.00	5,138.00	(5,138.00)	0.00
	Interest Income	100.00	29.31	213.59	(113.59)	(113.59)
	REVENUE Totals:	140,100.00	12,604.53	141,235.95	(1,135.95)	(0.81)
		0.00	0.00	0.00	0.00	0.00
	Engineering Services	0.00	0.00	0.00	0.00	0.00
	Maintenance - Grounds/Building	0.00	0.00		0.00	0.00
	Misc	0.00	0.00	0.00		19.31
	Road Construction Projects	340,000.00	0.00	274,335.36	65,664.64	
	Road Repair Materials	30,000.00	0.00	0.00	30,000.00	100.00

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Account	<u>Description</u> EXPENSES Totals:	<u>Budget</u> 370,000.00	Period Amount 0.00	Year to Date Amount 274,335.36	Year to Date Variance 95,664.64	Percent Variance 25.85
	06 Totals:	(229,900.00)*	12,604.53*	(133,099.41)*	(96,800.59)*	42.10*
07	ESDA Fund					
	Property Taxes	1,300.00	0.00	1,375.40	(75.40)	(5.80)
	Grants - State	10,000.00	0.00	0.00	10,000.00	100.00
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Transfers from Other Funds	20,000.00	0.00	20,000.00	0.00	0.00
	Insurance Claims Rei	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	500.00	0.00	3,190.00	(2,690.00)	(538.00)
	Other Reimbursements	1,000.00	0.00	546.55	453.45	45.34
	Sale of Equip & Vehicles	0.00	0.00	0.00	0.00	0.00
	Interest Income	30.00	0.00	0.00	30.00	100.00
	REVENUE Totals:	32,830.00	0.00	25,111.95	7,718.05	23.50
	Salary Expense	7,300.00	0.00	6,100.00	1,200.00	16.43
	Oper Supplies and Tools	11,000.00	178.25	5,473.40	5,526.60	50.24
	Gasoline, Oil & Tolls	4,000.00	160.73	1,979.72	2,020.28	50.50
	Office Supplies & Postage	1,300.00	0.00	418.28	881.72	67.82
	Training Expenses & Mileage	5,500.00	365.00	965.49	4,534.51	82.44
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	8,600.00	0.00	6,383.95	2,216.05	25.76
	Dues, Subscrp. & Memberships	1,000.00	100.00	653.11	346.89	34.68
	Maintenance - Equipment	5,500.00	2,094.93	3,861.47	1,638.53	29.79
	Vehicle Expenses	5,500.00	45.61	1,381.17	4,118.83	74.88
	Utilities / Telephone Services	4,500.00	482.85	3,345.16	1,154.84	25.66
	Misc	3,500.00	0.00	43.93	3,456.07	98.74
	Office Furn & Equipt	4,000.00	0.00	274.96	3,725.04	93.12
	Equipment Purchases	7,500.00	1,540.99	3,085.99	4,414.01	58.85
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	69,400.00	4,968.36	33,966.63	35,433.37	51.05
	07 Totals:	(36,570.00)*	(4,968.36)*	(8,854.68)*	(27,715.32)*	75.78*
12	Debt Service Fund					
	Bond Revenue	148,000.00	0.00	147,000.00	1,000.00	0.67
	Property Taxes	145,300.00	0.00	145,676.89	(376.89)	(0.25)
	Property Taxes	33,325.00	2,673.25	29,095.77	4,229.23	12.69
	Transfers In From Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	0.00	0.00	4,928.83	(4,928.83)	0.00
	Interest Income	100.00	24.26	126.41	(26.41)	(26.41)
	REVENUE Totals:	326,725.00	2,697.51	326,827.90	(102.90)	(0.03)

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Consulting /Service Fees	7,500.00	0.00	5,000.00	2,500.00	33.33
	Debt Service Bond Pymts	319,025.00	0.00	318,043.12	981.88	0.30
	Misc	3,000.00	0.00	0.00	3,000.00	100.00
	Transfers to Other Funds	8,500.00	0.00	0.00	8,500.00	100.00
	EXPENSES Totals:	338,025.00	0.00	323,043.12	14,981.88	4.43
	12 Totals:	(11,300.00)*	2,697.51*	3,784.78*	(15,084.78)*	133.49*
17	Water Capital Project Fund					
	W/S Dist/Collect Sys Maint	2,000.00	0.00	4,000.00	(2,000.00)	(100.00)
	IEPA Loan	650,000.00	0.00	476,798.32	173,201.68	26.64
	Meter Replacement Fees	74,000.00	6,198.50	67,990.22	6,009.78	8.12
	Water Service	1,000.00	0.00	0.00	1,000.00	100.00
	Utility Service Fees	30,000.00	2,663.59	29,442.36	557.64	1.85
	Utility Expansion Fees	30,000.00	0.00	35,246.66	(5,246.66)	(17.48)
	Transfers from Other Funds	114,000.00	0.00	34,983.69	79,016.31	69.31
	Other Income - Misc.	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Rental of Property	6,600.00	550.00	6,050.00	550.00	8.33
	Interest Income	50.00	66.49	298.54	(248.54)	(497.08)
	REVENUE Totals:	907,650.00	9,478.58	654,809.79	252,840.21	27.85
	Salary Expense	34,500.00	2,640.00	29,786.30	4,713.70	13.66
	Employee Health & Life Insuran	0.00	0.00	0.00	0.00	0.00
	Engineering Services	20,000.00	2,360.00	21,330.00	(1,330.00)	(6.65)
		0.00	0.00	0.00	0.00	0.00
	Legal Services	0.00	0.00	0.00	0.00	0.00
	Other Professional Services	39,500.00	0.00	32,278.55	7,221.45	18.28
	Maintenance - Equipment		0.00	0.00	5,000.00	100.00
	Misc	5,000.00		724,607.60	165,392.40	18.58
	Other Capital Projects	890,000.00	157,043.56	13,696.01	67,108.99	83.05
	Capital Equipment Purchases	80,805.00	5,539.65 0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00		821,698.46	248,106.54	23.19
	EXPENSES Totals:	1,069,805.00	167,583.21	821,098.40	246,100.54	23.19
	17 Totals:	(162,155.00)*	(158,104.63)*	(166,888.67)*	4,733.67*	(2.91)*
20	Building Deposit Holding Acct					
	Developer Deposits	0.00	0.00	0.00	0.00	0.00
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Interest Income	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	15,000.00	0.00	0.00	15,000.00	100.00
	Misc	1,000.00	0.00	0.00	1,000.00	100.00
	portugio de Ed	7,000				

City of Wilmington User: kim

General Ledger Revenue vs. Expenditure By Fund

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Account	<u>Description</u> Transfers to Other Funds EXPENSES Totals:	Budget 15,000.00 31,000.00	Period Amount 0.00 0.00	Year to Date Amount 0.00 0.00	Year to Date Variance 15,000.00 31,000.00	Percent Variance 100.00 100.00
	20 Totals:	(31,000.00)*	0.00*	0.00*	(31,000.00)*	100.00*
21	Mobile Equipment Fund					
==	WPD Vehicle Fines & Trans.	5,000.00	880.00	4,328.00	672.00	13.44
	Transfers from Other Funds	35,000.00	0.00	0.00	35,000.00	100.00
	Interest Income	0.00	0.00	0.00	0.00	0.00
	G/C Vehicle Replacement Fu	0.00	0.00	22,703.00	(22,703.00)	0.00
	REVENUE Totals:	40,000.00	880.00	27,031.00	12,969.00	32.42
	MEF FUND Purchases	95,000.00	0.00	47,703.00	47,297.00	49.78
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	95,000.00	0.00	47,703.00	47,297.00	49.78
	21 Totals:	(55,000.00)*	880.00*	(20,672.00)*	(34,328.00)*	62.41*
24	Capital Project Fund					
	Bond Revenue	12,000.00	0.00	0.00	12,000.00	100.00
	Grants	5,409,000.00	0.00	60,716.69	5,348,283.31	98.87
	Grants - State	250,000.00	0.00	0.00	250,000.00	100.00
	County Grants	78,057.00	0.00	0.00	78,057.00	100.00
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	800,000.00	0.00	0.00	800,000.00	100.00
	Other Reimbursements	0.00	0.00	250,415.30	(250,415.30)	0.00
	Interest Income	125.00	70.16	232.50	(107.50)	(86.00)
	REVENUE Totals:	6,549,182.00	70.16	311,364.49	6,237,817.51	95.24
	Consulting /Service Fees	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	303,000.00	0.00	7,950.00	295,050.00	97.37
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	617,000.00	0.00	37,063.31	579,936.69	93.99
	Construction Projects	627,000.00	0.00	620,757.07	6,242.93	0.99
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	5,400,000.00	0.00	54,196.27	5,345,803.73	98.99
	Bridge Cap Projects EXPENSES Totals:	83,000.00	0.00	9,541.40	73,458.60	88.50
	EXPENSES Totals:	7,040,000.00	0.00	729,508.05	6,310,491.95	89.63
	24 Totals:	(490,818.00)*	70.16*	(418,143.56)*	(72,674.44)*	14.80*
25	RidgePort TIF#2 Fund					
	Property Taxes	25,000.00	0.00	4,489.04	20,510.96	82.04
	Interest Income	5.00	0.00	0.81	4.19	83.80

City of Wilmington User: kim General Ledger Revenue vs. Expenditure By Fund Printed: 04/15/2016 12:44 PM Period 11, 2016

Account	<u>Description</u> REVENUE Totals:	<u>Budget</u> 25,005.00	Period Amount 0.00	Year to Date Amount 4,489.85	Year to Date Variance 20,515.15	Percent Variance 82.04
	Other Professional Services Community Dev Expense Misc Transfers to Other Funds EXPENSES Totals:	15,000.00 10,000.00 0.00 0.00 25,000.00	0.00 0.00 0.00 0.00 0.00	11,662.82 0.00 0.00 0.00 11,662.82	3,337.18 10,000.00 0.00 0.00 13,337.18	22.24 100.00 0.00 0.00 53.34
	25 Totals:	5.00*	0.00*	(7,172.97)*	7,177.97*	143,559.40*
	REVENUE TOTAL EXPENSE TOTAL GRAND TOTAL	16,541,942.00** 18,060,880.00** (1,518,938.00)**	700,845.70**	9,588,952.08**	8,471,927.92**	46.25** 46.90** 54.06**

DRAFT CONTRACT FOR CITY OF WILMINGTON GARBAGE, REFUSE AND RECYCLING and YARD WASTE COLLECTION

This Contract for City of Wilmington Garbage, Refuse and Recycling and Yard Waste Collection (the õContractö or õAgreementö) is made as of April _____, 2016, by and between the CITY OF WILMINGTON, ILLINOIS (CITY) and Waste Management of Illinois, Inc. (CONTRACTOR) (õAgreementö).

RECITALS

WHEREAS, the CITY desires to enter into an agreement with CONTRACTOR for refuse, recycling and yard waste collection within the CITY; and

WHEREAS, CONTRACTOR desires to provide refuse, single-stream recycling, yard waste collection and portable toilet services within the CITY (õServicesö).

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. **DEFINITIONS**.

- a) BULK ITEMS are defined as large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than 4 feet long and each bundle weighing no more than 50 pounds.
- b) REFUSE shall mean the nonhazardous day-to-day accumulations of discarded and unwanted putrescible and non putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as õgarbageö, and all combustible and non combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small appliances such as toasters and vacuum cleaners. Christmas trees, wreaths, and other ornamental indoor plants are included in this definition. For the purposes of this Agreement, the terms REFUSE, rubbish, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste).
- c) EXCLUDED WASTE shall mean without limitation electronic waste pursuant to 415 ILCS 150/1-9996 Electronic Products Recycling & Reuse Act (i.e. computers, monitors, televisions, and printers), any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.

- d) RESTRICTED ITEMS: The following items are **NOT** included in the weekly collection service and shall also be considered Excluded Waste. Those items are automotive parts and tires, broken concrete, building materials, rocks, soil, household hazardous waste (paints, oil, solvents, flammable liquids), medical wastes, any household item too large to be placed in a compactor-type truck or for one person to reasonably handle, white goods (refrigerators, washers, dryers, water heaters), construction and/or demolition materials including drywall, lumber, roofing materials, etc, permanent swimming pools, fencing and posts, any rigid material longer than 4 feet, and materials resulting from floods (including flooded basements), fires, or evictions.
- e) RECYCLABLES shall mean the items identified as Acceptable Recyclables in Attachment A.
- f) A RESIDENTIAL UNIT as herein defined is limited to individual single-family residences, townhouses, duplexes. Multifamily units such as condominium and apartment buildings may be serviced on a case-by-case basis if agreed to in writing by the parties.
- g) WHITE GOODS are those items defined by IAC Title 35 Sec 875.101 and shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners, and other similar domestic large appliances.
- h) YARD WASTE is defined as any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, shrubbery, Branches and brush that will not fit into cart must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter.

2. GARBAGE AND REFUSE COLLECTION.

- (a) The CONTRACTOR agrees to provide, at its own expense, one 96-gallon wheeled cart to each single-family residence in the City of Wilmington for the purposes of garbage collection. In lieu of the 96-gallon wheeled cart, the CONTRACTOR shall upon request provide RESIDENTIAL UNIT of the CITY with a 64-gallon wheeled cart. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. The CONTRACTOR will not be responsible for cart replacement resulting from negligence, abuse, and/or odors. The CONTRACTOR will make available for rent or purchase additional 96-gallon carts to RESIDENTIAL UNITS for the purposes of disposing of REFUSE. The rental fee will be \$4.00 per month with a minimum one-year term rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of cart rental fees from the RESIDENTIAL UNITS.
- (b) The CONTRACTOR shall provide weekly collection of REFUSE for all occupied RESIDENTIAL UNITS within the CITY. All REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in the provided carts. Additional REFUSE material must be contained and may be placed in covered cans or containers not to exceed thirty (30) gallons in capacity with a maximum weight for any one container and its contents not to

exceed fifty (50) pounds. The minimum can or container shall not be less than fifteen (15) gallons. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (30) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

- (c) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of one (1) BULK ITEM per week from residential UNITS at no additional cost to the RESIDENTIAL UNIT. Carpeting will be accepted as a bulk item provided that it is cut and rolled into 4-foot lengths and properly secured. Each roll should not weigh more than 50 pounds. Up to 8 rolls of carpeting and padding will be accepted for collection as a BULK ITEM. RESIDENTIAL UNIT will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS on an individual basis. For an additional charge, RESIDENTIAL UNIT with additional materials or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose.
- (d) All items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 3 feet from the curb or public right-of- way and the materials must be readily accessible to the CONTRACTOR. The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. In the event the CONTRACTOR cannot accept certain items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The CONTRACTOR shall be provided unobstructed access to the containers on the scheduled collection day.
- (e) The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.
- (f) The CITY agrees that the CONTRACTOR will have access to the roads and streets. In the event of street repairs or in cases where the CONTRACTOR will not have access due to planned repairs, the City will notify residents impacted by any roadwork of any changes to the collection schedule. The CITY and the CONTRACTOR will mutually agree and determine where the placement of REFUSE and RECYCLABLES (including YARD WASTE) will occur during the roadwork periods.
- (g) City Wide Clean Up: CONTRACTOR shall provide for a spring curbside collection of REFUSE MATERIALS, BULK ITEMS, WHITE GOODS and up to four (4) automobile tires (no rims) on the regular collection day. CONTRACTOR and the CITY will mutually agree on the date. WHITE GOODS will be charged at \$40.00 per item outside of the clean up schedule. Tires will be charged at \$15.00 without the rim and \$25.00 with the rim.

3. RECYCLING COLLECTION.

- (a) The CONTRACTOR agrees to provide, at its own expense, one 96-gallon wheeled cart to each RESIDENTIAL UNIT in the City of Wilmington for the purposes of recycling collection. In lieu of the 96-gallon wheeled cart, the CONTRACTOR shall upon request, provide RESIDENTIAL UNIT with a 64-gallon wheeled cart during the initial distribution of the carts. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. The CONTRACTOR will make available for rent additional 96-gallon carts to homeowners for the purposes of disposing of recyclables for a fee of \$4.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of cart rental fees from the RESIDENTIAL UNITS.
- (b) The CONTRACTOR shall also provide single stream recycling collection services to each occupied RESIDENTIAL UNIT on a once per week basis to be fully implemented by June 16, 2016. All RECYCLABLES must be placed in the provided cart for collection at the curb by 6:00 a.m. on the designated collection day during the scheduled collection week. The CONTRACTOR shall be responsible for communicating the routes and the collection schedules to the CITY and the RESIDENTIAL UNITS.
- (c) The CONTRACTOR will retain any and all proceeds from the sale of RECYCLABLES and shall bear all costs and expenses of collection, storage, and marketing of the RECYCLABLES.
- (d) The CONTRACTOR will make available educational materials explaining elements of the refuse, recycling, and yard waste programs, and to explain acceptable materials and procedures for the proper preparation of the materials to be disposed of or recycled.

4. YARD WASTE COLLECTION

- (a) YARD WASTE will be collected once per week on the same day as the REFUSE collection from April 1st through the November 30 each calendar year. All yard waste materials must be placed in õKraftö paper bags designed and sold specifically for the collection and disposal of yard waste. Yard waste placed in plastic bags or ridged containers will not be accepted. The CONTRACTOR will make available for rent or purchase 96-gallon carts to homeowners for the purposes of disposing of YARD WASTE. The rental fee will be \$4.00 per month with a minimum one-year term rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of cart rental fees from the RESIDENTIAL UNITS.
- (b) Branches and brush will also be collected and the material must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. Each bundle must not weigh more than 50 pounds. The CONTRACTOR shall not be responsible for the collection of trees, stumps, and large branches or unbundled branches or brush.
- (c) All YARD WASTE items placed out for collection by RESIDENTIAL UNITS must be at the curb or alley by 6:00 a.m. on the designated collection day.

(d) In all cases, the CONTRACTOR will comply with the State of Illinois statutes regarding the collection and disposal of YARD WASTE.

5. <u>CITY FACILITIES</u>

(a) Commercial Containers: The CONTRACTOR will provide the CITY with the following commercial services at City owned locations:

Location	Containers	Frequency
City Hall 1165 S Water S	One 2-yard refuse One 2-yard recycling	1 x per week
Public Works 747 Widows Rd	One 2-yard refuse	1 x per week
ESDA 103 N Main St	One 2-yard refuse	1 x per week
Historical Society 114 N Main St	One 2-yard refuse	1 x per week
Water Treatment Plant 745 Widows Rd	One 2-yard refuse	1 x per week
Police Dept 129 R.P. Weidling Dr	One 2-yard refuse	1 x per week
Sewer Treatment Plant 601 E Kankakee River Dr	One 2-yard refuse	1 x per week
North Crest Park North Crest Park	One 2-yard refuse	1 x per week
Park District 147 N Park Dr	One 96-gallon cart	1 x per week
Wilmington Island Park Park Dr.	One 10-yard refuse One 4-yard refuse Two 2-yard refuse	1 x/week (Oct-March) 2 x/week (April-Sept) 1 x/week (Oct-March)

⁽b) Port-O-Let Services: The CONTRACTOR will provide twelve (12) standard portable toilet units to CITY for Island Park for the months of April through October during each year of the term of this Agreement at the frequencies listed below. The CITY will provide the CONTRACTOR with the placement location(s) for the toilets.

Service ScheduleApril, September, October
May, June, July, August

Service Frequency Once per week Twice per week

The CONTRACTOR will also provide for one (1) standard portable toilet at the high school located at 715 S. Joliet from April 1st through September 30th and service the unit once per week.

The CONTRACTOR will also provide fifteen (15) standard portable toilet units available for discretionary purposes by the City on a drop off and pick up basis. The City will provide the CONTRACTOR with a minimum of 7 daysønotice for the delivery of the units.

The CITY may request additional standard portable toilets \$95.00 per unit on a drop-off and pick up basis. Additional services for the toilets may be requested for \$25.00 per pump for weekdays and \$50.00 per pump for Sundays and holidays if the CITY has provided CONTRACTOR adequate notice of service requirements.

- (c) Fall Leaf Clean up: CONTRACTOR agrees to provide four (4) 30 cubic yard roll-off containers for a period mutually agreed to by the parties at no charge to the CITY to be used by the CITY for leaf collection.
- (d) The CONTRACTOR agrees to provide in addition to the containers listed in Section 5(a) three (3) 30 cubic yard roll-off containers per year at no charge to the City. The City will provide the CONTRACTOR with a minimum of 7 days notice for the delivery of the containers.
- (e) Annual Construction & Demolition Landfill Tons: Each contract year during the term of this Agreement, The CITY is permitted to deposit up to 50 tons of material per contract year at Prairie View Landfill at no charge.

6. <u>TERM</u>.

- (a) The CONTRACTOR shall provide all Services contained herein for all occupied RESIDENTIAL UNITS in the CITY limits of for the five (5) year period beginning May 1, 2016, through and including April 30, 2021. In the event the CITY annexes additional property or territories surrounding the present CITY limits, the RESIDENTIAL UNITS in the annexed area will be added immediately to the Agreement.
- (b) This Agreement may be extended by mutual agreement of the rates, terms and conditions set forth in writing and signed by both parties.

7. RESIDENTIAL UNITS

The CITY will provide to the CONTRACTOR the total number of RESIDENTIAL UNITS to be billed on a monthly basis. It is stipulated and agreed between the CONTRACTOR and the CITY that the number of RESIDENTIAL UNITS for beginning the contract year of May 1, 2016 will be 1789 units.

Comment [MH1]: Does WM haul this for free too?

8. FEES AND PAYMENTS

- (a) The CITY will provide the CONTRACTOR with the number of occupied RESIDENTIAL UNITS within the CITY on a monthly basis by the 20th of the month for billing purposes. The CONTRACTOR will invoice the CITY for all serviced RESIDENTIAL UNITS and CITY facilities within the CITY on a monthly basis. CITY shall pay within thirty (30) days after its receipt of the invoice from CONTRACTOR.
- (b) The RESIDENTIAL UNIT rate structure for each contract year commencing May 1 and ending April 30 will be as follows:

Contract Year	Monthly RESIDENTIAL UNIT Rate
May 1, 2016 ó April 30, 2017	\$19.79
May 1, 2017 ó April 30, 2018	\$20.33
May 1, 2018 ó April 30, 2019	\$20.89
May 1, 2019 ó April 30, 2020	\$21.47
May 1, 2020 ó April 30, 2021	\$22.06

c) Government and Regulatory Fees: The above rates include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the City® Solid Waste (the õFeesö). Notwithstanding anything to the contrary in this Agreement, CONTRACTOR shall be entitled to pass through to, and collect from, the CITY any additional collection or disposal costs, taxes, or surcharges incurred by CONTRACTOR as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of any materials defined herein.

9. INDEMNIFICATION

The CONTRACTOR will indemnify, defend, save, and hold the CITY together with its officers, officials, employees and agents harmless, and indemnified against any and all claims, suits, damages, costs (including but not limited to reasonable attorneysø fees) or causes of any kind or nature whatsoever, hereafter, but only to the extent occur or arise out of the negligent acts or omissions regarding ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR® negligent performance of the SERVICES.

10. INSURANCE

The CONTRACTOR shall take out and maintain insurance of such types and in such amounts as are necessary to cover its responsibilities and liabilities under this Agreement, in amounts and conditions not less than further specified, and it shall require all of its subcontractors to carry similar insurance. The CONTRACTOR will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. The general liability coverage shall name the CITY of Wilmington together with its officers, officials, employees and agents as an additional insured. All

insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the CITY. All insurance noted below will not be canceled, reduced or materially changed without providing CITY the appropriate thirty (30) days advance notice, via certified mail. The CONTRACTOR shall secure primary liability in the amounts hereinafter specified.

- 1. COMPREHENSIVE GENERAL LIABILITY INSURANCE: The CONTRACTOR shall carry commercial general liability including products liability/completed operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including broad form contractual liability insurance, an amount not less than \$5,000,000/occurrence, \$1,000,000 policy limit, subject to the terms and conditions of the policy.
- 2. AUTOMOBILE LIABILITY INSURANCE: The CONTRACTOR shall carry a policy under a comprehensive form to insure the entire automobile liability for its operations with limits of not less than \$1,000,000 each person and \$1,000,000 each accident bodily injury and death liability and \$500,000 each accident for property damage liability. Said insurance is to be extended to cover hired and non-owned vehicles.
- 3. WORKER'S COMPENSATION INSURANCE: The CONTRACTOR shall carry workmen's compensation and occupations disease insurance at statutory limits as provided by the state of Illinois and employers' liability insurance in an amount not less than \$500,000 each accident, including \$500,000 disease policy limit, and \$500,000 each employee.
- 4. UMBRELLA OR EXCESS LIABILITY COVERAGE: The CONTRACTOR shall provide evidence of umbrella or excess liability coverage of \$10,000,000.
- 5. INSURANCE RATING: All insurance policies required by this Agreement shall be underwritten by insurance companies with a minimum A. M. Best rating of A: VII.

11. PERFORMANCE BOND

The CONTRACTOR shall maintain with the CITY a performance bond in the amount of one hundred thousand dollars (\$100,000.00) guaranteeing the performance of the CONTRACTOR in compliance with the laws of the State of Illinois, and the ordinances of the CITY for the term of this Agreement. Said bond shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the CITY and shall be subject to approval as to form and content by the CITY. The bond must be provided to the CITY clerk on or prior to June 1, 2016.

12. COLLECTION SCHEDULE AND STANDARDS

- (a) The CITY hereby covenants and agrees with the CONTRACTOR that during the term of this Agreement, the CITY will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this Agreement.
- (b) The CONTRACTOR covenants and agrees that its interest in this Agreement may not be assigned or transferred in any manner without the written approval of the CITY Council of the CITY.
- (c) The CITY and the CONTRACTOR shall mutually agree upon the times, days, and routes for the weekly collection schedule and servicing of portable toilets and City containers. When a legal holiday falls on a weekday, then the CONTRACTOR shall perform the collection services on the

following day. Those designated holidays are New Yearos Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event of inclement weather and the CONTRACTOR has determined that road conditions prohibit safe travel, the CONTRACTOR will make arrangements to provide Services at a time when road conditions improve.

- (d) The CONTRACTOR shall maintain a toll-free number for receiving service calls or complaints and shall be available for such calls Monday through Friday of each week (except for designated legal holidays) from 8:30 a.m. to 5:00 p.m.
- (e) The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for Services. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.
- (f) It is understood and agreed upon that the Services performed hereunder shall be done in a thorough and workman-like manner and that any questions or disputes relating to Services be handled by the CONTRACTOR. Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections; the CONTRACTOR shall schedule the pickup within twenty-four (24) hours after the complaint has been received by CONTRACTOR.
- (g) The CONTRACTOR agrees that at its own cost and expense it shall perform the Services, furnish all materials and equipment and all labor necessary to complete the Services required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the CITY of WILMINGTON and its roads, alleys, and dwellings. The CONTRACTOR shall not be responsible for any damage to pavement, subsurface or curbing, resulting from the CONTRACTOR provision of Services hereunder unless such damage is the result of the CONTRACTOR or its employees or agents negligence, reckless or intentional acts.
- (h) If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with its obligations hereunder, or fails in any way to perform its obligations with the promptness, diligence, and in a workmanlike manner, and the CITY delivers or sends by certified mail a notice to the CONTRACTOR specifying the manner in which the CONTRACTOR has failed to perform or comply with its obligation and the CONTRACTOR fails to perform and comply with said obligations within thirty (30) days after receipt of the notice, the CITY shall have right to terminate the Agreement. In case of the termination of the Agreement, the CONTRACTOR shall not be entitled to receive any further payment under the Agreement and the CONTRACTOR shall pay to the CITY of WILMINGTON the amount by which the cost to complete and finish the CONTRACTOR obligations exceeds the unpaid balance of the Agreement.
- (i) In the event that the CONTRACTOR fails to perform any of its obligations at the time required and as a result thereof the CITY incurs attorney® fees and court costs, then the CONTRACTOR shall pay the CITY® attorney® fees and court costs.
- (j) The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost facility and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all REFUSE

and YARD WASTE and leaves collected under the terms of this Agreement. In the event of a disaster or any other exceptional emergency circumstances determined by the CITY through its Administrator, EMA Director, mayor or CITY Council, the CONTRACTOR will respond promptly with the required equipment and personnel at reasonable rates commonly charged by the CONTRACTOR.

- (k) The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the CITY.
- (l) Neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, labor trouble, strikes, lockouts, riots, imposition of laws or governmental orders, fires, and acts of God, and the affected party shall be excused from performance during the occurrence of such events.
- (m) The CITY grants CONTRACTOR the exclusive right to perform the Services set forth in this Agreement. The CITY agrees that it will not allow anyone other than CONTRACTOR to lease carts to residents or engage in the collection of residential waste, recyclables or yard waste within the CITY.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

CITY OF WILMINGTON, A MUNICIPAL CORPORATION (CITY)	WASTE MANAGEMENT OF ILLINOIS, INC. (CONTRACTOR)
Mary Orr	Carl Niemann
Mayor	Director ó Public Sector Services
ATTEST	ATTEST
Judith Radosevich	Mike Morley
City Clerk	Municipal Marketing Manager

ATTACHMENT A Single Stream Recycling

The list of items below represents the current materials currently being accepted by CONTRACTOR as RECYCLABLES. This list may expand or contract due to market conditions.

Acceptable Recyclables ("RECYCLABLES")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers ó brown,	Mirrors Window or auto glass
clear, or green	
Ferrous (Iron) cans PET plastic containers with	Light Bulbs
the symbol #1 ó with screw tops only, without	
caps	
HDPE natural plastic containers with the symbol	Ceramics
#2 ó narrow neck containers only (milk and	
water bottles)	
HDPE pigmented plastic containers with the	Porcelain
symbol #2 ó narrow neck containers only,	
without caps (detergent, shampoo bottles, etc.)	
Plastics with symbols #3, #4, #5, #6, #7-narrow	Plastics unnumbered
and screw top containers	
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters,
	etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

I. Additional Specifications

- a. All glass containers must by empty and free of metal caps and rings and contain less than 5% food debris.
- b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
- c. All aerosol cans must be empty with less than 5% content
- d. All plastic containers must be empty, caps removed; less than 5% food debris.
- e. All Fiber must be dry and free of food debris and other contaminating material.
- f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.
- II. RECYCABLES may contain up to 5% Unacceptable Materials, provided however, RECYCLABLES may not:
 - a. Materially impair the strength or the durability of the CONTRACTOR¢s structures or equipment;
 - b. Create flammable or explosive conditions in CONTRACTOR® facilities;
 - c. Contain dry cell batteries of lead acid batteries;

- d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of CONTRACTOR® property, its personnel or the public; or,
- e. Contain Excluded Waste as defined in the Agreement.
- III. If loads of the mixed RECYCLABLES do not meet CONTRACTOR® specifications for acceptable RECYCLABLES or are otherwise not properly segregated from the waste, CONTRACTOR shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the CITY or RESIDENTIAL UNITS.
- IV. Upon written notice to each RESIDENTIAL UNIT, CONTRACTOR may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials

FIRST AMENDMENT TO ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (the "Amendment") is entered into as of the Amendment Effective Date (defined below) by and among THE CITY OF WILMINGTON, an Illinois municipal corporation (the "City"), PROLOGIS, A Maryland real estate investment trust ("ProLogis"), and THE JOLIET ARSENAL DEVELOPMENT AUTHORITY, an Illinois municipal corporation (õJADAö).

<u>RECITAL</u>S

- A. City, ProLogis and JADA into the City of Wilmington Illinois Annexation Agreement ProLogis Park Arsenal dated March 20, 2007 and recorded in the Office of the Will County, Illinois Recorder of Deeds on May 29, 2007 as Document No. R 2007081620 with respect to certain property located in Wilmington, Illinois that is more fully described in the Annexation Agreement (the õ**Industrial Park**ö).
- B. City, ProLogis, and JADA wish to amend the Annexation Agreement as more fully set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is acknowledged, City, ProLogis, and JADA agree as follows:

- 1. **Recitals**. The Recitals set forth above are incorporated herein as the agreement of City, ProLogis, and JADA as if such Recitals were set forth below in their entirety.
- 2. <u>Definitions</u>. Any definitions not specifically set forth in this Amendment will have the meanings designated in the Annexation Agreement.

3. Amendments to Section 21(C) of the Annexation Agreement.

(a) Section 21(C) is amended by deleting the third paragraph of that Section in its entirety and replacing it with the following:

õIf the water supply to the Industrial Park is not sufficient to meet applicable fire suppression codes (the õFire Codesö), then ProLogis and JADA, at their cost, will cause such fire suppression systems to comply with the Fire Codes. Except as set forth in this Section 21(C), the City covenants and agrees that no additional off-site sanitary sewer or water main extensions, no oversizing of water or sewer mains (or related financial contributions), and no additional water or sewer utility improvements (or related financial contributions) are required by the City from either JADA or ProLogis in connection with the Industrial Park. If the City requests that an Owner oversize any sanitary sewer or water main extension and such Owner agrees in its sole discretion to construct such oversizing then as a

- condition thereof, the City shall enter into a recapture agreement with the Owner to permit the Owner to recover the incremental increase in hard and soft costs.ö
- (b) Notwithstanding to the contrary contained in the Annexation Agreement, ProLogis is released from the obligation to deliver a letter of credit or bond in favor of the City in the amount of \$400,000 to secure construction of a sixteen inch water main under the Kankakee River.
- 4. <u>Amendment to Section 22 of the Annexation Agreement</u>. Section 22 of the Annexation Agreement is deleted in its entirety.
- 5. <u>Amendment to Exhibit N of the Annexation Agreement.</u> Exhibit N to the Annexation Agreement is deleted in its entirety.
- 6. **ProLogis Payment.** ProLogis will pay Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) to the City on the earlier of the following dates: (a) the date of closing on the sale of any portion of the Industrial Park that is owned by ProLogis; and (b) the date that is six (6) months after the Amendment Effective Date.
- 7. <u>Effective Date of Amendment</u>. The terms and provisions of this Amendment will become effective on the date (the "Amendment Effective Date") on which the last of City, ProLogis, and JADA has executed and delivered this Amendment.
- 8. <u>Annexation Agreement Ratification</u>. The Annexation Agreement, as amended by this Amendment, is hereby ratified and confirmed by the City, ProLogis, and JADA. Except as specifically set forth in this Amendment, the Annexation Agreement remains unchanged and in full force and effect.
- 9. <u>Party Representations</u>. Each of City, ProLogis, and JADA, on behalf of themselves, represents and warrants to one another that: (a) all necessary corporate or municipal action (as the case may be) has been taken by such party in order to authorize the execution and delivery of this Amendment and ratification of the Annexation Agreement; and (b) the party or parties that sign this Amendment on behalf of the City, ProLogis, and JADA have been duly authorized to do so.
- 10. <u>Miscellaneous</u>. This Amendment may be executed in counterpart by the City, ProLogis and JADA. This Annexation Agreement will be binding upon the parties hereto and their respective successors and assigns.

Signatures on the Following Page

US.105831180.01 2

CITY OF WILMINGTON, a municipal corporation

By:
Name:
Its:
Date:, 2016
JOLIET ARSENAL DEVELOPMENT AUTHORITY, a municipal corporation
By:
Name:
Its:
Date:, 2016
PROLOGIS, a Maryland real estate investment trust
By: Name: Its:
Date:, 2016

Task Order No. 16-01 City of Wilmington, Illinois (OWNER) and Strand Associates, Inc.® (ENGINEER) Pursuant to Technical Services Agreement dated October 4, 2015

Project Information

1/

Services Name: On-Call Water and Wastewater Engineering Support

Scope of Services

ENGINEER will provide on-call engineering support services to OWNER. OWNER may request that ENGINEER establish a scope and fee for a specific task for review and approval prior to starting services or may direct ENGINEER to proceed with the defined task or tasks without preset limits.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$10,000.

Authorization and Commitment

OWNER's representative, Colby Zemaitis, P.E., CFM, City Engineer, shall authorize services requested under the Scope of Services. ENGINEER agrees to provide requested services upon receipt of authorization, scope, and fee limit, if any, from OWNER via e-mail or letter prior to starting the requested services.

Schedule

Corporate Secretary

Services will begin upon execution of this Task Order, which is anticipated on February 29, 2016. Services are scheduled for completion on March 1, 2017.

ENGINEER:

STRAND ASSOCIATES, INC.®

CITY OF WILMINGTON

Matthew S. Richards

Date

J. Marty Orr

Date

Mayor

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

Strand Associates, Inc.® Billing Rates as of July 1, 2015

	Hourly Billing Rates*
Principal Engineer	\$234 to \$414
Senior Project Manager	\$156 to \$214
Project Managers	\$ 82 to \$154
Project Engineers and Scientists	\$ 80 to \$ 99
Engineering Technicians and Draftspersons	\$ 34 to \$122
Office Production	\$ 82 Average
* Updated annually on July 1	_

