



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

**Location & Time**

Council Chamber  
Wilmington City Hall  
1165 S. Water Street  
6:00 p.m. 07/19/16

**Agenda**

1. Call to Order
2. Approval of the June 21, 2016 Meeting Minutes
3. Review Accounting Reports as Presented by City Accountant
4. New Business
  - a. Review/Approve *An Ordinance Repealing Certain Provisions of the City of Wilmington Code of Ordinances*
  - b. Review/Approve Lease Agreement for Wilmington Area Historical Society
  - c. Review/Approve PGAV Planners Addendum to Professional Services Agreement for the Ridgeport Logistics Center Intermodal Terminal Facility Area
  - d. Review/Approve the Entry and Small Shed Occupation License Agreement with Sandra Welsh
  - e. Introduction of John Sadrakula ó New Hire at Water Reclamation Plant
  - f. Presentation by Annemarie Dell'Aquila, All Media Productions on New Wilmington Website Design
5. Adjournment

**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

**Committee:** Finance, Administration and Land Acquisition

**Date:** Tuesday June 21, 2016

**Time:** 6:00 p.m.

**Members**

**Present:** Aldermen L. Hall, Kirwin, K. Hall, Evans, Tutor, Persic, Van Duyne and Studer

**Non-Members**

**Present:** Mayor Orr, City Clerk Judy Radosevich, City Administrator Tony Graff, City Accountant Kim Doglio, Attorney, John Urban

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

**Approve of the May 17, 2016 Meeting Minutes**

Alderman Tutor made a motion and Alderman Evans seconded to approve the May 17, 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 noted that in the Check Register there was nothing unusual, just normal expenses, and that the Budget still hadn't been passed. The Collector's report does include the Batory Foods Permit Fee and our normal receipts.

**New Business:**

- a. **Commissioner Review - Concept Plan of Annexation & Rezoning of Property Located on South Side of Stripmine Road, Property Owner Barnet Castillo**

Barney Castillo addressed the Finance Committee and the Mayor in regards to his plan for his Landscaping Business which will not include snowplowing. He has no plans for any permanent structures at this time, but perhaps a shed to keep his container in later in the future. The site is not very visible from the road due to the burms and he is planning on installing a gate across the entrance.

- b. **Presentation by Schoppe Design Associates for Land Use Planning Professional Services**

Mike Schoppe, Principal and Carrie Hansen, Director of Planning & Government Services, gave an in-depth presentation to the Committee on the work they have done in the surrounding Communities and the types of services they can offer the City of Wilmington.

- c. Review/ Approve Bid Results for Demolition and Asbestos Abatement at the former Widow's Laundry Home and Award the Bid to Bechstein Construction Corporation, the Lowest Responsible Bidder, in the amount of \$24,074.00 as Recommended by True North Consultants, Inc.**

After some discussion Alderman K. Hall made a motion and Alderman Tutor seconded to move to Full Council for final approval, motion passed.

**d. Update – Old Police Department / Identifying Surplus Property**

City Administrator Graff noted we did get an appraisal of \$135,000 the next step is to identify this as surplus property, the get direct to put it up for sale. The Appraiser is aware that the roof is in need of repair and has based his appraisal on the roof being repaired.

Alderman Tutor made a motion and Alderman K. Hall seconded to adjourn the June 21, 2016 Finance, Administration & Land Acquisition Meeting at 6:52 p.m. motion passed

Respectfully Submitted,

Judith Radosevich  
City Clerk

*City of Wilmington*

**Check Register Meeting Date: July 19, 2016**



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
0	7/15/2016	Payroll Sweep	78,561.74
0	7/15/2016	FedEx	30.91
0	7/15/2016	ICMA	675.00
0	7/15/2016	Misc. Vendors	872.76
0	7/15/2016	Paycor	429.62
0	7/15/2016	WEX	3,261.53
17810	7/19/2016	Air Gas USA, LLC	46.32
17811	7/19/2016	Annemarie Dell'Aquila	350.00
17812	7/19/2016	Brown's Building Maintenance, Inc.	2,419.00
17813	7/19/2016	Carroll Distributing	376.37
17814	7/19/2016	Lisa Casteel	25.00
17815	7/19/2016	Cintas Corporation	434.05
17816	7/19/2016	Clark Baird Smith, LLC	2,275.00
17817	7/19/2016	Comcast	109.85
17818	7/19/2016	ComEd	146.46
17819	7/19/2016	Crestwood Police Association	1,200.00
17820	7/19/2016	D'Orazio Ford	44.29
17821	7/19/2016	Jeremy DeVivo	976.00
17823	7/19/2016	DTW Inc	927.50
17824	7/19/2016	Engineered Rail Solutions, LLC	7,310.00
17825	7/19/2016	Evans Lawn & Garden Inc	149.36
17826	7/19/2016	Fisher Auto Parts Inc	55.69
17827	7/19/2016	G & D Tire Alignment	354.80
17828	7/19/2016	Gallagher Materials Inc	461.55
17829	7/19/2016	Galls, LLC	72.80
17830	7/19/2016	Grundy Supply	159.10
17831	7/19/2016	H.L. & Associates, Inc.	2,525.00
17832	7/19/2016	DS Waters of America Hinckley Springs	32.15
17833	7/19/2016	Hinshaw & Culbertson LLP	252.50
17834	7/19/2016	HR Green, Inc.	381.50
17835	7/19/2016	Ileas	120.00
17836	7/19/2016	Illinois Power Marketing	5,453.17
17837	7/19/2016	Intertrade Services Corp	2,207.76
17838	7/19/2016	Jcm Uniforms	149.90
17839	7/19/2016	K & M Tires, Inc.	870.63
17840	7/19/2016	Kavanagh Grumley & Gorbald, LLC	1,874.98
17841	7/19/2016	Keslin Engineering Inc	52,727.65
17842	7/19/2016	Kiebles/Matthew	105.02
17843	7/19/2016	Konica Minolta	443.61
17844	7/19/2016	Konica Minolta	310.35
17845	7/19/2016	Mack & Associates PC	17,500.00
17846	7/19/2016	Marlin Business Bank	1,386.00
17847	7/19/2016	William McCluskey	35.99

17848	7/19/2016	Menards Bradley	194.50
17849	7/19/2016	Henry Nicholls III	285.00
17850	7/19/2016	Orkin	94.34
17851	7/19/2016	Peckham Guyton Albers & Viets, In	1,087.50
17852	7/19/2016	Prairie Material Sales Inc	1,911.55
17853	7/19/2016	REM Management Services, Inc.	700.00
17854	7/19/2016	Richard Santana	32.36
17855	7/19/2016	Yatin M Shah MD SC	120.00
17856	7/19/2016	Sirchie Acquisition Comp LLC	222.53
17857	7/19/2016	TransUnionsRisk&Alternative Data Solutions, Inc.	25.00
17858	7/19/2016	Travel Centers of America, LLC	1,149.90
17859	7/19/2016	Trust 741	1,100.00
17860	7/19/2016	United States Post Office	550.00
17861	7/19/2016	John Urban	3,015.50
17862	7/19/2016	WESCOM	14,703.16
17863	7/19/2016	Will Co Circuit Clerk	120.00
17864	7/19/2016	Will County Animal Control	100.00
17865	7/19/2016	Will County Recorder	75.50
17866	7/19/2016	Wilmington Family Foods Inc	10.72
17867	7/19/2016	AT&T	55.00
17868	7/19/2016	Blue Cross Blue Shield of Illinois	2,324.00
17869	7/19/2016	Verizon Wireless	900.52
TOTAL:			<u>216,877.99</u>

**Fund            2                            Water Operating M & R Fund**

0	7/15/2016	US Post Office	491.32
0	7/15/2016	WEX Bank	376.86
0	7/15/2016	Payroll Sweep	15,470.96
9303	7/19/2016	Clennon Electric Co Inc	1,613.50
9304	7/19/2016	Comcast	104.85
9305	7/19/2016	DTW Inc	72.50
9306	7/19/2016	Adam Egizio	170.00
9307	7/19/2016	Fairbanks Scales, Inc.	2,118.50
9308	7/19/2016	Fisher Auto Parts Inc	111.49
9311	7/19/2016	Konica Minolta	109.00
9314	7/19/2016	Minarich Graphics & Supplies Inc.	216.34
9315	7/19/2016	Staples Advantage	224.66
9316	7/19/2016	United States Post Office	225.00
9318	7/19/2016	Viking Chemical Company	3,696.66
9319	7/19/2016	Waste Management Of Il SW	36,276.00
9321	7/19/2016	Verizon Wireless	243.24
TOTAL:			<u>61,520.88</u>

**Fund            3                            Sewer Capital Project Fund**

0	7/15/2016	Payroll Sweep	440.00
TOTAL:			<u>440.00</u>

**Fund            4                            Sewer Operating M & R Fund**

0	7/15/2016	Payroll Sweep	10,334.02
0	7/15/2016	US Post Office	491.33
0	7/15/2016	WEX Bank	147.47

9301	7/19/2016	Arro Laboratories Inc	92.76
9302	7/19/2016	Brieser Construction Co.	2,083.56
9309	7/19/2016	Grundy Supply	86.00
9310	7/19/2016	Illinois Enviromental Protection Agency	15,000.00
9311	7/19/2016	Konica Minolta	109.00
9312	7/19/2016	Metropolitan Industries Inc	862.50
9315	7/19/2016	Staples Advantage	450.52
9316	7/19/2016	United States Post Office	225.00
9317	7/19/2016	USA Blue Book	209.91
9319	7/19/2016	Waste Management Of Il SW	1,247.87
9321	7/19/2016	Verizon Wireless	192.76
TOTAL:			<u>31,532.70</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	7/15/2016	WEX Bank	452.18
17822	7/19/2016	Dockside Marina Inc	276.94
17826	7/19/2016	Fisher Auto Parts Inc	48.12
17862	7/19/2016	WESCOM	35.82
17869	7/19/2016	Verizon Wireless	159.63
TOTAL:			<u>972.69</u>

<b>Fund</b>	<b>17</b>	<b>Water Capital Project Fund</b>	
0	7/15/2016	Payroll Sweep	1,320.00
9305	7/19/2016	DTW Inc	8,244.00
9313	7/19/2016	Midwest Meter Inc	853.25
9320	7/19/2016	Zenner Performance	3,731.29
TOTAL:			<u>14,148.54</u>

<b>Fund</b>	<b>24</b>	<b>Capital Project Fund</b>	
2005	7/19/2016	Hey & Associates, Inc.	1,587.50
2006	7/19/2016	HR Green, Inc.	2,113.50
TOTAL:			<u>3,701.00</u>
<b>GRAND TOTAL EXPENDITURES ALL FUNDS:</b>			<u><u>329,193.80</u></u>

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Larry Hall

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Kirby Hall

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Steve Evans

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John Persic, Jr.

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Kevin Kirwin

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Frank Studer

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Joe VanDuyne

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Fran Tutor

**Approved: July 19, 2016**

**City of Wilmington**  
**Collector's Report of Deposits Other Than Taxes**  
**For the Month Ended June 30, 2015**

**GENERAL CORPORATE**

BUSINESS REGISTRATION FEE	30.00
ECONOMIC DEVELOPMENT FEE	382.50
CONTRACTOR'S REGISTRATION FEE	1,525.00
OPERATING LICENSES - MISC	80.00
LIQUOR LICENSES	0.00
OTHER MISC. REIMBURSEMENTS	2,389.64
HEALTH INSURANCE REIMBURSEMENTS	5,718.08
OTHER MISC. INCOME	1,470.00
DEVELOPERS REIMBURSEMENTS	18,458.76

**BUILDING**

BUILDING PERMIT FEES	1,575.00
BUILDING PERMIT INSPECTION FEES	1,575.00
CITY ENGINEER SERVICES BLDG DEPT	325.00
CITY ENGINEER SERVICES P & Z	0.00
PLANNING & ZONING FEE	650.00

**POLICE**

CLERK OF CIRCUIT COURT FINES	13,477.41
ORDINANCE/MISC FINES	3,716.00
IMPOUNDMENT FINES	500.00
ANIMAL TAGS	0.00

**STREETS**

VEHICLE TAGS	77.00
GENERAL CORPORATE TOTAL	51,949.39

**WATER & SEWER**

WATER DIST SYSTEM TAP-ON FEES	
WATER SYSTEM CAPACITY USER FEES	
WATER METER PURCHASES	345.00
SEWER SYSTEM CAPACITY USER FEES	
SEWER COLLECTION SYSTEM FEES	
LATE FEES/PENALTIES	5,995.60
CITY ENGINEER SERVICES	
OTHER MISC. INCOME	3,127.02
OTHER REIMBURSEMENTS - W&S	27,301.78
UTILITY BILLING CASH RECEIPTS	275,438.06
WATER & SEWER TOTAL	312,207.46

**TOTAL MONTHLY RECEIPTS:** **\$364,156.85**

General Ledger  
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
01	General Corporate Fund					
	Property Taxes	1,140,154.00	410,401.03	567,883.74	572,270.26	
	Building Fees	786,720.00	4,125.00	204,920.41	581,799.59	50.19
	Taxes	1,882,514.00	220,317.53	351,857.32	1,530,656.68	81.30
	Utility Taxes	674,000.00	38,660.85	78,412.30	595,587.70	88.36
	Franchise Fee	75,000.00	0.00	0.00	75,000.00	100.00
	Fines	131,000.00	17,693.41	27,212.25	103,787.75	79.22
	Transfers from Other Funds	75,000.00	0.00	0.00	75,000.00	100.00
	License Fees	61,300.00	2,094.50	5,286.00	56,014.00	91.37
	Other Income - Misc.	34,000.00	1,420.00	4,497.30	29,502.70	86.77
	Other Reimbursements	532,500.00	26,566.48	77,986.81	454,513.19	85.35
	Rental of Property	1,000.00	50.00	250.00	750.00	75.00
	Interest Income	600.00	0.00	86.13	513.87	85.64
	REVENUE Totals:	5,393,788.00	721,328.80	1,318,392.26	4,075,395.74	75.55
	Salary Expense	2,080,200.00	147,017.37	291,607.68	1,788,592.32	85.98
	Police Commission Exp	17,500.00	37.85	712.85	16,787.15	95.92
	Employee Health & Life Insuran	465,000.00	1,896.42	36,948.66	428,051.34	92.05
	Oper Supplies and Tools	36,500.00	2,717.99	3,042.20	33,457.80	91.66
	Gasoline, Oil & Tolls	79,000.00	5,247.56	8,498.12	70,501.88	89.24
	Office Supplies & Postage	20,850.00	2,094.82	2,543.49	18,306.51	87.80
	Training Expenses & Mileage	25,000.00	2,814.49	3,009.53	21,990.47	87.96
	Property & Equipment Insurance	328,000.00	17,091.00	39,182.00	288,818.00	88.05
	Engineering Services	61,000.00	0.00	6,463.80	54,536.20	89.40
	Legal Services	103,000.00	6,463.47	10,808.12	92,191.88	89.50
	Notices/Legal Publications	4,000.00	23.10	(143.00)	4,143.00	103.57
	Consulting /Service Fees	465,700.00	15,219.79	113,011.04	352,688.96	75.73
	Other Professional Services	281,500.00	18,464.10	48,467.42	233,032.58	82.78
	Computer Maint. & Prog. Fees	49,000.00	2,681.61	10,830.68	38,169.32	77.89
	Dues, Subscrp. & Memberships	12,400.00	1,096.60	1,096.60	11,303.40	91.15
	Community Dev Expense	42,000.00	1,480.40	2,040.01	39,959.99	95.14
	Maintenance - Equipment	40,800.00	4,254.00	5,135.00	35,665.00	87.41
	Maintenance - Grounds/Building	175,000.00	31,600.17	43,997.10	131,002.90	74.85
	Vehicle Expenses	54,700.00	3,371.73	4,623.48	50,076.52	91.54
	Uniforms	29,000.00	1,249.00	7,298.99	21,701.01	74.83
	Rental of Equipment	10,400.00	0.00	230.00	10,170.00	97.78
	Utilities / Telephone Services	132,800.00	10,299.96	18,102.57	114,697.43	86.36
	Misc	175,500.00	451.45	504.59	174,995.41	99.71
	Office Furn & Equipt	13,000.00	0.00	50.67	12,949.33	99.61
	Equipment Purchases	113,100.00	1,721.89	47,353.14	65,746.86	58.13
	MEF FUND Purchases	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	105,000.00	0.00	0.00	105,000.00	100.00
	Payroll Tax/Pension Expenses	662,000.00	158,692.91	230,435.72	431,564.28	65.19



General Ledger  
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	EXPENSES Totals:	5,581,950.00	435,987.68	935,850.46	4,646,099.54	83.23
	01 Totals:	(188,162.00)*	285,341.12*	382,541.80*	(570,703.80)*	303.30*
02	Water Operating M & R Fund					
	Water Service	168,000.00	13,856.31	27,685.57	140,314.43	83.52
	Utility Service Fees	935,000.00	78,033.25	144,947.67	790,052.33	84.49
	Misc Fees	478,000.00	35,833.69	71,447.90	406,552.10	85.05
	Utility Expansion Fees	38,700.00	0.00	10,800.00	27,900.00	72.09
	Transfers from Other Funds	85,000.00	0.00	0.00	85,000.00	100.00
	Other Income - Misc.	8,000.00	350.00	975.00	7,025.00	87.81
	Other Reimbursements	10,700.00	890.92	1,760.67	8,939.33	83.54
	Sale of Equip & Vehicles	0.00	0.00	0.00	0.00	0.00
	Interest Income	50.00	0.00	21.52	28.48	56.96
	REVENUE Totals:	1,723,450.00	128,964.17	257,638.33	1,465,811.67	85.05
	Salary Expense	397,000.00	29,188.58	58,035.22	338,964.78	85.38
	Employee Health & Life Insuran	91,000.00	82.70	7,006.09	83,993.91	92.30
	Oper Supplies and Tools	13,000.00	470.25	470.25	12,529.75	96.38
	Gasoline, Oil & Tolls	20,000.00	317.55	664.52	19,335.48	96.67
	Office Supplies & Postage	13,000.00	621.67	1,421.47	11,578.53	89.06
	Training Expenses & Mileage	5,200.00	535.06	535.06	4,664.94	89.71
	Property & Equipment Insurance	113,000.00	3,000.00	3,000.00	110,000.00	97.34
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	700.00	35.10	175.10	524.90	74.98
	Consulting /Service Fees	6,000.00	123.13	681.61	5,318.39	88.64
	Other Professional Services	18,500.00	1,669.00	1,871.00	16,629.00	89.88
	Computer Maint. & Prog. Fees	13,000.00	908.93	3,881.38	9,118.62	70.14
	Dues, Subscrp. & Memberships	1,300.00	524.60	524.60	775.40	59.64
	Maintenance - Equipment	55,750.00	1,167.69	1,182.97	54,567.03	97.87
	Maintenance - Grounds/Building	50,000.00	2,971.03	6,534.00	43,466.00	86.93
	Vehicle Expenses	1,000.00	0.00	0.00	1,000.00	100.00
	Uniforms	2,500.00	930.78	930.78	1,569.22	62.76
	Rental of Equipment	9,000.00	0.00	0.00	9,000.00	100.00
	Utilities / Telephone Services	71,500.00	5,580.63	8,821.41	62,678.59	87.66
	Debt Service Bond Pymts	70,700.00	0.00	0.00	70,700.00	100.00
	Misc	22,500.00	0.00	0.00	22,500.00	100.00
	Office Furn & Equipt	3,500.00	424.43	584.79	2,915.21	83.29
	Equipment Purchases	36,000.00	1.12	1.12	35,998.88	99.99
	Transfers to Other Funds	50,000.00	0.00	3,365.36	46,634.64	93.26
	Chemical Treatment, Disposal	129,000.00	7,602.09	7,602.09	121,397.91	94.10
	Garbage Disposal Fee	478,000.00	35,384.52	76,155.83	401,844.17	84.06
	Payroll Tax/Pension Expenses	82,200.00	5,536.32	11,003.52	71,196.48	86.61

City of Wilmington  
User: kim

General Ledger  
Revenue vs. Expenditure By Fund

Printed: 07/15/2016 10:43 AM  
Period 2, 2017

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	EXPENSES Totals:	1,755,350.00	97,075.18	194,448.17	1,560,901.83	88.92
	02 Totals:	(31,900.00)*	31,888.99*	63,190.16*	(95,090.16)*	298.08*
03	Sewer Capital Project Fund					
	Utility Service Fees	39,000.00	3,322.25	6,318.43	32,681.57	83.79
	Utility Expansion Fees	6,000.00	0.00	0.00	6,000.00	100.00
	Transfers from Other Funds	50,000.00	0.00	0.00	50,000.00	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	1,100.00	5,500.00	83.33
	Interest Income	500.00	0.00	197.33	302.67	60.53
	REVENUE Totals:	102,100.00	3,872.25	7,615.76	94,484.24	92.54
	Salary Expense	12,500.00	880.00	1,760.00	10,740.00	85.92
	Engineering Services	175,000.00	0.00	0.00	175,000.00	100.00
	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	20,000.00	0.00	0.00	20,000.00	100.00
	Equipment Purchases	30,500.00	0.00	0.00	30,500.00	100.00
	Construction Projects	15,000.00	0.00	0.00	15,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Utilities Maintenance	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	253,000.00	880.00	1,760.00	251,240.00	99.30
	03 Totals:	(150,900.00)*	2,992.25*	5,855.76*	(156,755.76)*	103.88*
04	Sewer Operating M & R Fund					
	W/S Dist/Collect Sys Maint	160,000.00	0.00	44,640.00	115,360.00	72.10
	Utility Service Fees	820,000.00	77,417.92	147,781.33	672,218.67	81.97
	WWTP Debt Service Rev	960,000.00	80,033.35	158,629.88	801,370.12	83.47
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	12,000.00	10,887.88	11,561.57	438.43	3.65
	Interest Income	50.00	0.00	0.00	50.00	100.00
	REVENUE Totals:	1,952,050.00	168,339.15	362,612.78	1,589,437.22	81.42
	Salary Expense	290,000.00	18,964.48	38,357.05	251,642.95	86.77
	Overtime Wages	20,000.00	899.44	1,579.89	18,420.11	92.10
	Employee Health & Life Insuran	82,000.00	70.89	4,894.96	77,105.04	94.03
	Oper Supplies and Tools	15,000.00	600.94	853.65	14,146.35	94.30
	Gasoline, Oil & Tolls	8,000.00	127.74	161.49	7,838.51	97.98
	Office Supplies & Postage	14,500.00	1,120.70	1,826.42	12,673.58	87.40
	Training Expenses & Mileage	7,500.00	0.00	0.00	7,500.00	100.00
	Property & Equipment Insurance	88,000.00	2,000.00	2,000.00	86,000.00	97.72

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	1,000.00	50.00	50.00	950.00	95.00
	Consulting /Service Fees	7,000.00	123.13	665.56	6,334.44	90.49
	Other Professional Services	20,000.00	0.00	0.00	20,000.00	100.00
	Computer Maint. & Prog. Fees	17,000.00	742.11	3,714.56	13,285.44	78.15
	Dues, Subscrp. & Memberships	1,100.00	0.00	0.00	1,100.00	100.00
	Maintenance - Equipment	88,000.00	3,427.22	3,427.22	84,572.78	96.10
	Maintenance - Grounds/Building	52,000.00	614.56	1,125.05	50,874.95	97.83
	Vehicle Expenses	2,500.00	0.00	6.90	2,493.10	99.72
	Uniforms	3,000.00	0.00	0.00	3,000.00	100.00
	Rental of Equipment	3,000.00	0.00	0.00	3,000.00	100.00
	Utilities / Telephone Services	112,000.00	7,082.26	7,112.87	104,887.13	93.64
	Debt Service Bond Pymts	902,300.00	0.00	451,056.86	451,243.14	50.01
	Misc	12,500.00	0.00	0.00	12,500.00	100.00
	Office Furn & Equipt	4,500.00	424.43	584.79	3,915.21	87.00
	Equipment Purchases	5,000.00	0.00	0.00	5,000.00	100.00
	Transfers to Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	Chemical Treatment, Disposal	70,500.00	4,843.57	8,290.95	62,209.05	88.24
	Payroll Tax/Pension Expenses	62,000.00	3,597.75	7,232.25	54,767.75	88.33
	EXPENSES Totals:	1,945,400.00	44,689.22	532,940.47	1,412,459.53	72.60
	04 Totals:	6,650.00*	123,649.93*	(170,327.69)*	176,977.69*	2,661.31*
05	DFC Federal Grant Fund					
	Grants	185,000.00	2,087.00	11,230.43	173,769.57	93.92
	REVENUE Totals:	185,000.00	2,087.00	11,230.43	173,769.57	93.92
	Misc	185,000.00	(24.43)	9,119.00	175,881.00	95.07
	EXPENSES Totals:	185,000.00	(24.43)	9,119.00	175,881.00	95.07
	05 Totals:	0.00*	2,111.43*	2,111.43*	(2,111.43)*	0.00*
06	Motor Fuel Tax Fund					
	MFT State Allotments	148,250.00	12,937.50	25,964.25	122,285.75	82.48
	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.	5,000.00	0.00	0.00	5,000.00	100.00
	Interest Income	200.00	0.00	22.03	177.97	88.98
	REVENUE Totals:	153,450.00	12,937.50	25,986.28	127,463.72	83.06
	Engineering Services	0.00	0.00	0.00	0.00	0.00
	Maintenance - Grounds/Building	0.00	0.00	0.00	0.00	0.00
	Misc	1,000.00	0.00	0.00	1,000.00	100.00

General Ledger  
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Road Construction Projects	5,000.00	0.00	1,899.55	3,100.45	62.00
	Road Repair Materials	16,000.00	0.00	0.00	16,000.00	100.00
	EXPENSES Totals:	22,000.00	0.00	1,899.55	20,100.45	91.36
	06 Totals:	131,450.00*	12,937.50*	24,086.73*	107,363.27*	81.67*
07	ESDA Fund					
	Property Taxes	1,414.00	526.12	726.06	687.94	48.65
	Grants - State	16,600.00	0.00	0.00	16,600.00	100.00
	Special Use Revenue	0.00	0.00	820.00	(820.00)	0.00
	Transfers from Other Funds	30,000.00	0.00	0.00	30,000.00	100.00
	Insurance Claims Rei	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	500.00	0.00	0.00	500.00	100.00
	Other Reimbursements	1,000.00	0.00	340.46	659.54	65.95
	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:	49,544.00	526.12	1,886.52	47,657.48	96.19
	Salary Expense	9,000.00	0.00	1,525.00	7,475.00	83.05
	Oper Supplies and Tools	10,200.00	131.06	131.06	10,068.94	98.71
	Gasoline, Oil & Tolls	4,000.00	251.23	415.82	3,584.18	89.60
	Office Supplies & Postage	1,300.00	21.65	21.65	1,278.35	98.33
	Training Expenses & Mileage	5,500.00	0.00	900.00	4,600.00	83.63
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,100.00	0.00	83.95	6,016.05	98.62
	Dues, Subscrp. & Memberships	1,000.00	0.00	0.00	1,000.00	100.00
	Maintenance - Equipment	5,500.00	160.00	160.00	5,340.00	97.09
	Vehicle Expenses	5,000.00	102.13	261.11	4,738.89	94.77
	Utilities / Telephone Services	4,500.00	718.28	718.28	3,781.72	84.03
	Misc	3,500.00	0.00	0.00	3,500.00	100.00
	Office Furn & Equipt	1,500.00	0.00	0.00	1,500.00	100.00
	Equipment Purchases	7,500.00	0.00	0.00	7,500.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	64,800.00	1,384.35	4,216.87	60,583.13	93.49
	07 Totals:	(15,256.00)*	(858.23)*	(2,330.35)*	(12,925.65)*	84.72*
12	Debt Service Fund					
	Bond Revenue	140,000.00	0.00	0.00	140,000.00	100.00
	Property Taxes	145,700.00	53,118.86	73,306.07	72,393.93	49.68
	Property Taxes	32,000.00	2,673.25	3,746.96	28,253.04	88.29
	Transfers In From Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	Other Income - Misc.	0.00	0.00	0.00	0.00	0.00
	Interest Income	100.00	0.00	27.01	72.99	72.99

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	REVENUE Totals:	322,800.00	55,792.11	77,080.04	245,719.96	76.12
	Consulting /Service Fees	7,500.00	0.00	0.00	7,500.00	100.00
	Debt Service Bond Pymts	305,225.00	0.00	6,281.25	298,943.75	97.94
	Misc	3,000.00	0.00	0.00	3,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	315,725.00	0.00	6,281.25	309,443.75	98.01
	12 Totals:	7,075.00*	55,792.11*	70,798.79*	(63,723.79)*	(900.69)*
17	Water Capital Project Fund					
	W/S Dist/Collect Sys Maint	2,000.00	0.00	0.00	2,000.00	100.00
	IEPA Loan	160,000.00	172,736.10	172,736.10	(12,736.10)	(7.96)
	Meter Replacement Fees	74,500.00	6,253.50	12,474.00	62,026.00	83.25
	Water Service	1,000.00	0.00	0.00	1,000.00	100.00
	Utility Service Fees	32,000.00	2,673.35	5,211.11	26,788.89	83.71
	Utility Expansion Fees	0.00	0.00	0.00	0.00	0.00
	Transfers from Other Funds	50,000.00	0.00	3,365.36	46,634.64	93.26
	Other Income - Misc.	400,000.00	0.00	0.00	400,000.00	100.00
	Other Reimbursements	0.00	17,200.00	17,200.00	(17,200.00)	0.00
	Rental of Property	6,600.00	550.00	1,100.00	5,500.00	83.33
	Interest Income	300.00	0.00	75.10	224.90	74.96
	REVENUE Totals:	726,400.00	199,412.95	212,161.67	514,238.33	70.79
	Salary Expense	36,200.00	2,640.00	5,280.00	30,920.00	85.41
	Employee Health & Life Insuran	0.00	0.00	0.00	0.00	0.00
	Engineering Services	100,000.00	0.00	0.00	100,000.00	100.00
	Legal Services	10,000.00	0.00	0.00	10,000.00	100.00
	Other Professional Services	6,000.00	0.00	0.00	6,000.00	100.00
	Maintenance - Equipment	82,100.00	15,160.43	15,160.43	66,939.57	81.53
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Other Capital Projects	190,000.00	0.00	157,043.56	32,956.44	17.34
	Capital Equipment Purchases	40,000.00	0.00	1,140.00	38,860.00	97.15
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	484,300.00	17,800.43	178,623.99	305,676.01	63.11
	17 Totals:	242,100.00*	181,612.52*	33,537.68*	208,562.32*	86.14*
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

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	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
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	31,000.00	0.00	0.00	31,000.00	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	580.00	580.00	4,420.00	88.40
	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
	G/C Vehicle Replacement Fu	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,000.00	580.00	580.00	4,420.00	88.40
	MEF FUND Purchases	40,000.00	0.00	0.00	40,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	40,000.00	0.00	0.00	40,000.00	100.00
	21 Totals:	(35,000.00)*	580.00*	580.00*	(35,580.00)*	101.65*
24	Capital Project Fund					
	Bond Revenue	0.00	0.00	0.00	0.00	0.00
	Grants	5,258,500.00	0.00	0.00	5,258,500.00	100.00
	Grants - State	726,155.00	0.00	0.00	726,155.00	100.00
	County Grants	78,000.00	0.00	0.00	78,000.00	100.00
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	301,000.00	0.00	0.00	301,000.00	100.00
	Other Reimbursements	325,000.00	0.00	0.00	325,000.00	100.00
	Interest Income	500.00	0.00	31.10	468.90	93.78
	REVENUE Totals:	6,689,155.00	0.00	31.10	6,689,123.90	100.00
	Consulting /Service Fees	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	515,000.00	0.00	225,427.77	289,572.23	56.22
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	350,000.00	1,647.50	1,647.50	348,352.50	99.52
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	5,976,655.00	0.00	0.00	5,976,655.00	100.00
	Bridge Cap Projects	80,000.00	0.00	0.00	80,000.00	100.00
	EXPENSES Totals:	6,931,655.00	1,647.50	227,075.27	6,704,579.73	96.72
	24 Totals:	(242,500.00)*	(1,647.50)*	(227,044.17)*	(15,455.83)*	6.37*
25	RidgePort TIF#2 Fund					

General Ledger  
 Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Property Taxes	1,021,900.00	495,242.48	495,242.48	526,657.52	51.53
	Interest Income	100.00	0.00	0.00	100.00	100.00
	REVENUE Totals:	1,022,000.00	495,242.48	495,242.48	526,757.52	51.54
	Other Professional Services	25,000.00	0.00	0.00	25,000.00	100.00
	Community Dev Expense	922,000.00	0.00	0.00	922,000.00	100.00
	Misc	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	75,000.00	0.00	0.00	75,000.00	100.00
	EXPENSES Totals:	1,022,000.00	0.00	0.00	1,022,000.00	100.00
	25 Totals:	0.00*	495,242.48*	495,242.48*	(495,242.48)*	0.00*
	REVENUE TOTAL	18,324,737.00**	1,789,082.53**	2,770,457.65**		
	EXPENSE TOTAL	18,632,180.00**	599,439.93**	2,092,215.03**		
	GRAND TOTAL	(307,443.00)**	1,189,642.60**	678,242.62**		

**Ordinance No. 16-07-15-02**

**AN ORDINANCE REPEALING CERTAIN PROVISIONS OF THE  
CITY OF WILMINGTON CODE OF ORDINANCES**

**WHEREAS**, City staff has examined the City's budget and is recommending that certain provisions of the City Code of Ordinances be repealed as a means of lowering the City's costs as well as lowering the imposition of fees upon the City's residents; and

**WHEREAS**, City staff has determined that the administrative costs of administering and enforcing certain provisions of the City's vehicle tag ordinance, dog license ordinance, and cat ordinance are not materially offset by the fees generated by said ordinances; and,

**WHEREAS**, the repeal of these ordinances would not affect the public health and safety of the residents of the City of Wilmington as some of these provisions are enforced by the County through state statute; and

**WHEREAS**, the Ordinance & Licensing Committee has reviewed the provisions of the City's ordinances related to city vehicle licenses (city stickers) in Section 71.01 et seq., dog licenses in Section 90.120 through 90.122 and 90.124 through 90.128, and cat licenses in Section 90.130 through 90.138; and,

**WHEREAS**, the Ordinance & Licensing Committee has approved the repeal of said Sections; and

**WHEREAS**, the Mayor and City Council believe it to be in the best interests of the City of Wilmington and its residents to repeal said Sections.

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

**SECTION 1: REPEAL OF THE CITY VEHICLE TAG ORDINANCE**

Sections 71.00 through 71.99 of the City of Wilmington Code of Ordinances are hereby repealed in total effective Midnight, September, 30, 2016.

**SECTION 2: REPEAL OF CERTAIN PROVISIONS OF THE CITY DOG LICENSE  
ORDINANCE**

Sections 90.120 through 90.122 and Sections 90.124 through 90.128 of the City of Wilmington Code of Ordinances are hereby repealed.



**SECTION 3: REPEAL OF CERTAIN PROVISIONS OF THE CITY CAT LICENSE ORDINANCE**

Sections 90.130 through 90.132 and Sections 90.134 through 90.138 of the City of Wilmington Code of Ordinances are hereby repealed.

**SECTION 4: 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 5. EFFECTIVE DATE**

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

PASSED this 19<sup>th</sup> day of July, 2016 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor \_\_\_\_\_ voting, with \_\_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr. \_\_\_\_\_  
Larry Hall \_\_\_\_\_  
Fran Tutor \_\_\_\_\_  
Steve Evans \_\_\_\_\_

Kevin Kirwin \_\_\_\_\_  
Kirby Hall \_\_\_\_\_  
Joe VanDuyne \_\_\_\_\_  
Frank Studer \_\_\_\_\_

Approved this 19<sup>th</sup> day of July, 2016

\_\_\_\_\_  
J. Marty Orr, Mayor

Attest:

\_\_\_\_\_  
Judith Radosevich, City Clerk

## Chapter 71—LICENSING PROVISIONS<sup>(1)</sup>

### Sections:

### Footnotes:

~~---(1)---~~

~~Editor's note—Ord. No. 15-04-21-01, § 1, adopted April 21, 2015, amended Ch. 71, §§ 71.01—71.99, in effect repealing and reenacting said chapter as set out herein. Former Ch. 71 pertained to similar subject matter. See Code Comparative Table for historical derivations.~~

### ~~71.01—License required.~~

~~(A) Any person or firm residing within the corporate limits of the city or any corporation having its principal office or place of business in the city which owns any motor vehicle must purchase a license as hereinafter provided.~~

~~(B) Reserved.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

### ~~71.02—Application.~~

~~Any person, firm, or corporation desiring a license for any motor vehicle shall apply to the city clerk upon a form provided giving the name and address of the applicant, a description of the motor vehicle for which the license is desired, the place where the motor vehicle is kept when not in use, and other information as may be prescribed. On the payment of the license fee hereinafter provided to the city clerk, the mayor shall issue or cause to be issued a license which shall be attested by the city clerk authorizing the use of the motor vehicle within the city until the expiration of the license.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

### ~~71.03—Duration of vehicle license.~~

~~(A) All vehicle licenses issued on or after August 1 shall be issued and valid for a period beginning August 1 and ending September 30 of the following year.~~

~~(B) Vehicle licenses shall be available for sale from the city beginning August 1 of each year for the license period [beginning] August 1 and ending September 30 of the following year. Licenses purchased and issued between August 1 and September 30 shall pay the regular license fee, while licenses purchased after September 30 shall include a delinquent license fee.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

### ~~71.04—Vehicle license fee.~~

~~(A) A vehicle license fee shall be paid to the City of Wilmington for each of the following classifications of motor vehicles in the amount indicated.~~

Vehicle Classification	Regular License Fee (between August 1 and September 30)	Delinquent License Fee (on or after October 1)
(1) Passenger automobiles, trucks, vans, SUVs	\$25.00	\$50.00
(2) Trucks and all other motorized vehicles—Over 1 ton	\$30.00	\$60.00
(3) Electric motor vehicle	\$10.00	\$20.00
(4) Motorcycle, moped, snowmobile	\$10.00	\$20.00

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(B) Exceptions to the above fees:

- (1) Any person who is a resident of the city and is age 62 or over or disabled when the license is purchased shall have the right to purchase two licenses in any category designed [described] in subsections (A)(1) through (4) of this section for a fee of \$5 if purchased on or before September 30, otherwise, if purchased after September 30, then the fee shall be \$10. Only two such licenses shall be allowed to be purchased each year by a husband and wife residing in the same household. "Disabled," for purposes of this section, means a person age 16 or over who has a physical or mental impairment, disease, or loss which is of a permanent nature and who presents a determination of disability by a physician or who presents an Illinois Disabled Person Identification Card issued pursuant to the Illinois Identification Card Act indicating the person has a Type 1 or 2, Class 2 disability.
- (2) Any person who acquires or purchases a vehicle required to be licensed herein, and purchases a license on or before the thirtieth day on which the vehicle was acquired or purchased, shall pay the fee for such license as though the license was purchased on or before September 30, as provided in subsections (A)(1) through (4) of this section; but if that person does not purchase the license on or before the thirtieth day of acquisition or purchase of a vehicle, then the fee for such license shall be the fees fixed in subsections (A)(1) through (4) of this section when purchased after September 30.

(Ord. No. 15-04-21-01, § 1, passed 4-21-15)

71.05—Reserved.

71.06—Removal of tag on sale.

Immediately upon the sale of any vehicle licensed under the terms of this chapter, when the sale is made prior to the expiration of the license, the vendor shall remove the license plate or transparent sticker license emblem hereinafter provided for from the vehicle.

(Ord. No. 15-04-21-01, § 1, passed 4-21-15)

71.07—Duplicate tags.

- ~~(A) Whenever the owner of any vehicle licensed under this chapter, before the expiration of the license, sells or otherwise disposes of the vehicle, but thereafter acquires another vehicle of the same class as that for which the license was originally issued and desires a new license, the owner or owners shall make application to the city clerk for the license, giving such detailed description of the new vehicle as the city clerk shall require. Upon the surrender of the license plates (if any) or a sufficient amount of the transparent license emblem to prove to the city clerk that the emblem has been destroyed, a new license shall be issued as requested, upon the payment to the city clerk a fee of \$1.~~
- ~~(B) Whenever the owner of any vehicle licensed under this chapter, before the expiration of the license, sells or otherwise disposes of the vehicle and thereafter acquires another vehicle of a class which requires the payment of a higher license fee than was originally paid for the vehicle disposed of, the owner shall make application for a license for the new vehicle, giving such detailed description of the new vehicle as the city clerk may require. Thereafter it shall be permissible, upon payment of the difference between the fee originally paid for the vehicle disposed of and the fee required to be paid for the new license, plus a fee of \$1, to issue a new license for the vehicle so designated.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

#### ~~71.08 Use of funds.~~

~~All revenues derived from the license fees shall be kept as a separate fund out of which shall be paid first the expense of issuing the license and the furnishing of plate, transparent sticker, or other license emblem as hereinafter provided, and then the balance shall be used for the paying of the cost of street and alley improvements and repairs.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

#### ~~71.09 Emblems.~~

- ~~(A) Upon the issuance of a license, the city clerk shall deliver to the applicant for any license for an automobile, motor truck, motor ambulance, hearse, motor coach, motor bus, or other motor vehicle a transparent sticker license emblem approximately 12 square inches in size. The emblem shall bear the words, "City of Wilmington Vehicle Tax," the numerals designating the year for which the license is issued, and a number (reproduced in words as well as figures) identical with the number of each license. When the transparent sticker emblem is delivered to any applicant for any license for any of the motor vehicles mentioned in this section it shall be the duty of the applicant to affix the same in the lower left corner on the inside of the glass part of the windshield of the motor vehicle approximately one inch from the left and lower sections of the frame of the windshield.~~
- ~~(B) It shall be the duty of the mayor or city clerk to change annually the predominant background color, or shape of the transparent sticker license emblem. The transparent license emblem shall be impervious to weather and incapable of being removed from the windshield without being destroyed.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

#### ~~71.10 Destruction of emblem.~~

~~Any person who shall take, destroy, obliterate, or remove any transparent sticker license emblem without the consent of the owner of the vehicle, shall upon conviction be fined not less than \$25 nor more than \$500.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

~~71.11 Reserved.~~

~~71.12 Other ordinances reconciled.~~

~~Nothing in this chapter shall be deemed to conflict with other ordinances wherein license fees determined in accordance with the size of the business licensed and the number of vehicles employed is used as a determinant of the measure of the size. Nor shall the issuance of licenses under other ordinances be deemed to excuse or be in lieu of the vehicle licenses hereinabove required.~~

~~(Ord. No. 15-04-21-01, § 1, passed 4-21-15)~~

~~71.99 Penalty.~~

~~Any person, firm or corporation violating any provision in this title, for which another penalty is not provided, shall for a first conviction be fined not less than \$25 nor more than \$750, for a second conviction within one year thereafter, the person, firm or corporation shall be fined not less than \$100 nor more than \$750 and for a third or subsequent conviction within one year after the first conviction, the person, firm or corporation shall be fined not less than \$250 nor more than \$750. A separate offense shall be deemed committed on each day during or which a violation occurs or continues.~~

~~Article 2. Dogs~~

~~90.120 License required.~~

~~It shall be unlawful for any person to own any dog over three months of age in the city unless each dog so owned is licensed each year as hereinafter provided in this chapter.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.121 License renewed.~~

~~It shall be necessary for the owner of any dog to obtain a new license for each dog every year. The new license must be procured before September 30 of each year or the dog is unlicensed and the owner is in violation of Section 90.120 of this chapter.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.122 Application for license.~~

~~All applications for a dog license shall be made to the city of Wilmington, on the forms provided, each year before September 30. The form provided by the city of Wilmington shall contain at least the following: the name and address of the owner of the dog, the sex and breed of the dog, the color of the dog, and the date of the most recent rabies vaccination.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.123 - Rabies inoculation of dogs.~~

Each calendar year, or at such intervals as may be promulgated by the city administrator, every owner of a dog shall cause the dog to be inoculated against rabies by the county rabies inspector or any licensed veterinarian.

- (A) Evidence of such inoculation shall consist of a certificate signed by the person administering the vaccine.
- (B) It shall be unlawful for any person to bring any dog into the city unless the dog has been inoculated as provided by 510 ILCS 5/8. All dogs must also have a substantial collar, attached to which shall be a current metallic tag signifying a rabies inoculation within the last year, as required by 510 ILCS 5/8.

(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)

~~90.124 – Certificate of inoculation.~~

~~No dog license shall be issued unless a valid certificate of inoculation against rabies is attached to the application for a dog license and unless the certificate was issued by the county rabies inspector, or by his deputy, or by a licensed veterinarian, within one year prior to the date of the application for a dog license.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.125 – Registry for licensed dogs.~~

~~The city of Wilmington shall keep a complete registry, in the computer to be kept for that purpose, of all licensed dogs, describing the breed, color and sex of each dog and its owner's name and address and the number of the dog license tag.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.126 – Dog license fees.~~

~~The city of Wilmington shall not issue a dog license tag or a duplicate dog license tag until he has received the payment of one or more of the following fees, as is appropriate:~~

- ~~(A) There shall be an annual fee of \$5 for each dog license issued or renewed by the city.~~
- ~~(B) There shall be an additional fee of \$10 for each license issued or renewed on or after September 30 of each year. The additional charge is for the processing of late applications.~~
- ~~(C) There shall be a fee of \$1 for each duplicate dog license tag issued by the city.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.127 – Dog license tags.~~

~~Every dog licensed under this chapter must have a metallic dog license tag and a metallic tag indicating a rabies inoculation.~~

- ~~(A) The city of Wilmington shall provide, each year, as many metallic dog license tags as may be necessary, the shape to be changed each year, with the year for which the dog license tag is paid, the words "Wilmington Animal Tag" and also the number of the tag stamped on the tag.~~

- ~~(B) The city of Wilmington shall issue one metallic dog license tag, the number of which shall correspond with the number of the registry of the dog, to the person having paid the appropriate dog license fees.~~
- ~~(C) Every dog kept within the city shall be provided with a substantial dog collar by its owner who shall cause to be attached thereto in a secure manner the metallic dog license tag issued by the city and the metallic tag signifying a rabies inoculation.~~
- ~~(D) It shall be unlawful for any owner of any dog to allow a dog to be without a collar which has a current dog license tag and rabies tag attached.~~
- ~~(E) The city of Wilmington shall deliver to any owner of any dog upon demand, a duplicate dog license tag to correspond with the tag originally issued, provided the appropriate fee is paid.~~
- ~~(F) It shall be unlawful for any person to use or cause to be used a duplicate dog license tag unless the tag is used on the same dog for which it was issued.~~
- ~~(G) It shall be unlawful for any person to use or cause to be used the original dog license tag unless such tag is used on the same dog for which it was issued.~~
- ~~(H) It shall be unlawful for any person to remove the dog license tag or collar from any dog without the owner's consent, except that the police chief may authorize such removal during the course of normal impoundment and sale.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.128 Unlicensed dogs.~~

~~Any dog without a current dog license tag attached to its collar shall be considered an uncontrolled animal, and subject to impoundment under Section 90.106 of this chapter.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.129 - Leashes.~~

~~It shall be unlawful for any owner of any dog to allow the dog to go upon any public street, alley or sidewalk or other public place unless the dog is securely on a leash.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~Article 3. - Cats~~

~~90.130 License required.~~

~~It shall be unlawful for any person to own any cat over three months of age in the city unless each cat so owned is licensed each year as hereinafter provided in this chapter.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.131 License renewed.~~

~~It shall be necessary for the owner of any cat to obtain a new license for each cat every year. The new license must be procured before September 30 of each year or the cat is unlicensed and the owner is in violation of Section 90.130 of this chapter.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.132 Application for license.~~

~~All applications for a cat license shall be made to the city of Wilmington on the forms provided, each year before September 30. The form provided by the city of Wilmington shall contain at least the following: the name and address of the owner of the cat, the sex and breed of the cat, the color of the cat, and the date of the most recent rabies vaccination.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.133 - Rabies inoculation of cats.~~

~~Each calendar year, or at such intervals as may be promulgated by the city administrator, every owner of a cat shall cause the cat to be inoculated against rabies by the county rabies inspector or any licensed veterinarian.~~

- ~~(A) Evidence of such inoculation shall consist of a certificate signed by the person administering the vaccine.~~
- ~~(B) It shall be unlawful for any person to bring any cat into the city unless the cat has been inoculated as provided by 510 ILCS 5/8. All cats must also have a substantial collar, attached to which shall be a current metallic tag signifying a rabies inoculation within the last year, as required by 510 ILCS 5/8.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.135 Registry for licensed cats.~~

~~The city of Wilmington shall keep a complete registry, in the computer to be kept for that purpose, of all licensed cats, describing the breed, color and sex of each cat and its owner's name and address and the number of the cat license tag.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.136 Cat license fees.~~

~~The city of Wilmington shall not issue a cat license tag or a duplicate cat license tag until he has received the payment of one or more of the following fees, as is appropriate:~~

- ~~(A) There shall be an annual fee of \$5 for each cat license issued or renewed by the city.~~
- ~~(B) There shall be an additional fee of \$10 for each license issued or renewed on or after September 30 of each year. The additional charge is for the processing of late applications.~~
- ~~(C) There shall be a fee of \$1 for each duplicate cat license tag issued by the city.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

~~90.137 Cat license tags.~~



~~Every cat licensed under this chapter must have a metallic cat license tag and a metallic tag indicating a rabies inoculation.~~

- ~~(A) The city of Wilmington shall provide, each year, as many metallic cat license tags as may be necessary, the shape to be changed each year, with the year for which the cat license tag is paid, the words "Wilmington Animal Tag" and also the number of the tag stamped on the tag.~~
- ~~(B) The city of Wilmington shall issue one metallic cat license tag, the number of which shall correspond with the number of the registry of the cat, to the person having paid the appropriate cat license fees.~~
- ~~(C) Every cat kept within the city shall be provided with a substantial cat collar by its owner who shall cause to be attached thereto in a secure manner the metallic cat license tag issued by the city and the metallic tag signifying a rabies inoculation.~~
- ~~(D) It shall be unlawful for any owner of any cat to allow a cat to be without a collar which has a current cat license tag and rabies tag attached.~~
- ~~(E) The city of Wilmington shall deliver to any owner of any cat upon demand, a duplicate cat license tag to correspond with the tag originally issued, provided the appropriate fee is paid.~~
- ~~(F) It shall be unlawful for any person to use or cause to be used a duplicate cat license tag unless the tag is used on the same cat for which it was issued.~~
- ~~(G) It shall be unlawful for any person to use or cause to be used the original cat license tag unless such tag is used on the same cat for which it was issued.~~
- ~~(H) It shall be unlawful for any person to remove the cat license tag or collar from any cat without the owner's consent, except that the police chief may authorize such removal during the course of normal impoundment and sale.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

#### ~~90.138 Unlicensed cats.~~

~~Any cat without a current cat license tag attached to its collar shall be considered an uncontrolled animal, and subject to impoundment under Section 90.106 of this chapter.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

#### ~~90.139 - Leashes.~~

~~It shall be unlawful for any owner of any cat to allow the cat to go upon any public street, alley or sidewalk or other public place unless the cat is securely on a leash.~~

~~(Ord. 1511, passed 2-18-03; Ord. 1556, passed 6-3-03)~~

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Wilmington (hereinafter referred to as "Landlord") and the Wilmington Area Historical Society (hereinafter referred to as "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Will County, Illinois, such real property having a PIN of 03-17-25-323-014-0000 (hereinafter referred to as the "Premises"); and

**WHEREAS**, said real property contains an improved building; and

**WHEREAS**, Landlord desires to lease the first floor of the building to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Landlord desires to lease the second floor of the building to Tenant upon the terms and conditions as contained herein only upon and after the issuance by the City of a certificate of occupancy for said second floor; and

**WHEREAS**, Tenant desires to lease the first floor and second floor of the building from Landlord on the terms and conditions as contained herein.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord first floor of the above described building only, and the second floor of the above described building only upon and after the issuance of a certificate of occupancy for said second floor, for a term of ten years, such term beginning on \_\_\_\_\_, 2016 and ending at midnight on \_\_\_\_\_, 2026.
  - a. That the lease terms are to be 10 years with an option to renew.
  - b. That either party may terminate this lease at any time by giving a one year notice to the other party.
  - c. That the lease shall begin on \_\_\_\_\_, 2016 and end on \_\_\_\_\_, 2026.

**2. For consideration of the leasing of the building the Tenant agrees to perform the following:**

- a. All janitorial services for the interior of the building.
- b. Light maintenance for the exterior of the building and operational supplies such as: light bulbs, furnace filters, and the like.
- c. Landscaping maintenance immediately adjacent to the building only.
- d. Tenant will add the City of Wilmington as an additional insured to their club's certificate of insurance and provide a copy to the City, and indemnify the City for all losses as a result of Tenant's use of the building.
- e. Tenant will provide an annual report every August to the City Council which will include a summary of activities, operational costs and uses of the facility.
- f. Tenant will be allowed to use the building for storage of donated supplies, equipment, and other historical non-hazardous artifacts.
- g. Tenant will coordinate any repairs with the City Building Department which will need a building permit specifically relating to electrical, plumbing, structural changes, and required by the City Building Code and there will be no charge or fees to the Tenant or any of their contractors.

**3. The Landlord agrees:**

- a. That the City will pay all utility costs.
- b. That the City will perform any heavy maintenance of the exterior and interior of the building.
- c. That the City will provide the building and liability insurance for the building.
- d. That the City will perform an annual building inspection.
- e. The Tenant shall be allowed to keep all donations and fees for the use of the building for the purchase of janitorial supplies and light maintenance purposes.

**4. USE OF PREMISES.** The Premises shall be used and occupied by Tenant for its charitable purposes only. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition for Tenant purposes.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the premises nor construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - c. Not obstruct or cover the windows or doors without landlord approval;
  - d. Not leave windows or doors in an open position during any inclement weather;
  - e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or

space;

- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g. Keep all air conditioning filters clean and free from dirt;
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i. Tenant and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- j. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

**10. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within thirty (30) ~~forty-five (45)~~ days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

**11. SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or

modifications of such mortgages, liens or encumbrances. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof.

12. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

13. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's guests, invitees, agents or employees and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all such claims or assertions of every kind and nature due to the negligence of the Tenant.

14. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.

15. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

16. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

17. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois.

18. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the

remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

19. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
20. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
21. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
22. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
23. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
24. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

The City of Wilmington

*[Landlord's Name]*

1165 S. Water Street

Wilmington, IL 60481

*[Landlord's Address]*

If to Tenant to:

Wilmington Area Historical Society

*[Tenant's Name]*

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*[Tenant's Address]*

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In addition, Landlord may provide notice to Tenant by posting notice upon the front door of the Premises.

**ADDITIONAL PROVISIONS; DISCLOSURES.**

- A. The interior and exterior of the building shall be presented in an historically accurate manner.
- B. Approval of this lease by the Tenant shall be evidenced by a certified copy of the approved resolution adopted at a duly convened meeting of the Wilmington Area Historical Society.

[Landlord should note above any disclosures about the premises that may be required under Federal or Illinois law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor, City of Wilmington

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

As to tenant:

Wilmington Area Historical Society

by: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Its Secretary



**Via Email** July 6, 2016

Tony Graff  
City Administrator  
City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481

**Re: Addendum to Professional Services Agreement  
Dated May 3, 2016  
Amendment to the Ridgeport Logistics Center Intermodal  
Terminal Facility Area (Ridgeport TIF District)**

Dear Tony:

During the course of preparing the amendment to the redevelopment plan and project area boundary for the Ridgeport TIF District, it was determined that many of the properties to be added to the project area have occupied residential dwellings thereon. While it's the developer's intent to eventually have these homes vacated and demolished, there remains well over 10 "inhabited residential units" within the project area as modified by the amendment. Based on recent aerial photography there are about 35 residential units, some of which may have been demolished already. Furthermore, it is clearly the intent of the TIF Plan to displace the existing housing units with new intermodal industrial development.

When such conditions exist, the TIF Act invokes additional requirements, including an extra public "meeting", preparation of a housing impact study and additional notices. Because this situation was not anticipated, PGAV's services related to such requirements were not included in the scope-of-services of the above referenced Professional Services Agreement. Per your request, we are offering to perform additional services in in this regard per the scope and fee stated below.

**I. Addition to Scope-of-Services**

**A. Housing Impact Study**

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

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

**B. Public Meeting**

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

**C. Revised Schedule and Preparation of Additional Notices**

PGAV will revise the schedule to include the additional steps in the TIF amendment process and prepare the required notices of the public meeting and hearing to residential addresses within the project area.

**II. Fee for Additional Services:**


- A.** Compensation for the completed services associated with Tasks A through C of the Addition to the Scope-of-Services shall be \$16,800, exclusive of reimbursable expenses as stated below.
- B.** Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, or the cost of printing or other reproduction of documents. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$500 without prior written consent from the City.
- C.** Method of Compensation shall be in accordance with the below schedule:
  - 1. \$1,500 Retainer amount upon acceptance of this Addendum and submittal of invoice.
  - 2. \$12,500 upon completion of services stated in Section I, Tasks A (Housing Impact Study) and submittal of invoice.
  - 3. \$2,800 upon completion of the service stated in Section I, Task B and C (Public Meeting, Schedule and Notices) and submittal of invoice.

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

- D.** Payments to PGAV for services and reimbursable expenses are due within 30 days after receipt of our statement. If no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this Agreement until PGAV has been paid in full the amounts due for services and expenses.

By accepting this proposal, this letter shall serve as Addendum No. 1 to the Professional Services Agreement, dated May 3, 2016, between the City and PGAV. The other terms and conditions of the aforementioned Agreement will remain in effect.

Sincerely,



John W. Brancaglione  
Vice President

ACCEPTED:

---

J. Marty Orr  
Mayor

## ENTRY AND SMALL SHED OCCUPATION LICENSE

The City of Wilmington grants to Sandra Welsh a revocable license to enter the premises described below for the purpose of constructing a 12ø by 12ø shed with concrete foundation provided all setbacks are met exclusive of the Welsh property line. This Entry License may be revoked at any time by the City of Wilmington upon reasonable notice. This License is conditioned upon Sandra Welsh indemnifying the City for any loss or claims as a result of this license.

That part of the following described property--

THAT PRT OF LOTS 3 & 5 IN THE ASSESSORS SUB OF THE SE1/4 SEC 36, T33N-R9E DAF: BEG AT A PT IN THE N LN OF LOT 5 1000 FT W OF THE NE COR, THC SW'LY 213 FT ALG A LN FORMING AN ANGLE OF 43 DEG 47'55" LEFT OF S N LN OF LOT 5, THC NW'LY 86.04 FT ALG LN FORMING AN ANGLE OF 90 DEG 0'0" RIGHT OF PROLONGATION OF LAST DESC LN TO BEG OF CURVE CONVEX W'LY HAVING A RADIUS OF 349.03 FT, THC NW'LY ALG SD CURVE 207.84 FT TO THE INTERSECTION WITH A CURVE CONVEX N'LY HAVING A RADIUS OF 250 FT & BEING TANGENT AT RIGHT ANGLES WITH THE E LN OF SD LOT 3 AT A PT 125 FT N OF SE COR OF SD LOT3, THC E'LY ALG SD CURVE 118.74 FT TO THE E LN OF SD LOT 3, THC S ALG SD E LN OF LOT 3 125 FT TO THE SE COR, THC E ALG THE N LN OF SD LOT 5 TO THE POB--

that is south of the south lot line of Lots 38 and 39 in Kahler Ridge Unit Two, a subdivision of part of the SE1/4 of Sec. 36, T33N-R9E and that is also east of that imaginary line extending from the westernmost southeast to northwest line of Lot 9 in Winchester Estates Subdivision, being a part of the E1/2 of the SE1/4 in Sec.36, T33N-R9E at the same directional bearing as said westernmost southeast to northwest line to its intersection with the south lot line of said Lot 39.

Terms accepted by:

\_\_\_\_\_  
Sandra Welsh

\_\_\_\_\_  
Date

RECEIVED

JUL 08 '16

CITY OF WILMINGTON

July 8, 2016

Dear Tony Graff,

I am writing a letter to you, the Mayor, and the City Council to approve a License Agreement between the City of Wilmington and myself for the property described below. I intend to put up a 12x12 shed on a concrete slab. Mr. Mancuso will be pouring the foundation and my family under the direction of Jim Plese will be erecting the shed.

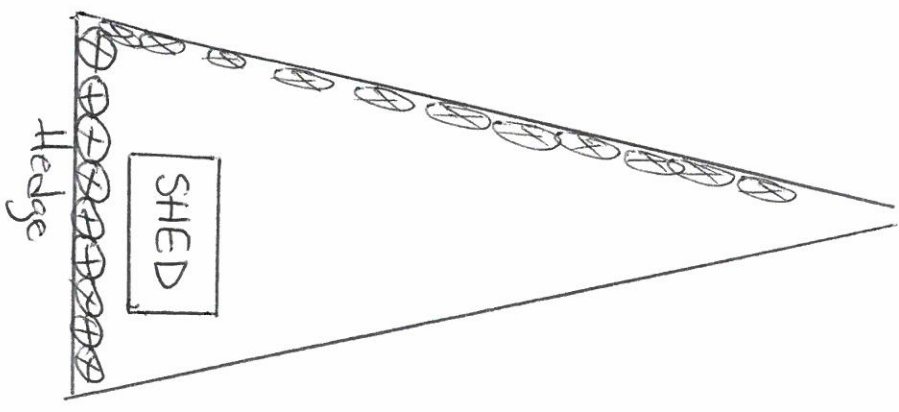
The property in question is currently located behind the water tower adjacent to my property at 810 JoAnn Drive. It will be placed lengthwise to the current hedge. The said property has been maintained by my husband Tom and I for 29 years. I will continue to maintain the triangle shaped area in question as I have done in the past.

I understand that under this License Agreement that if the said property is needed by the city for future use, that I will have six months to remove the shed.

I am entering into this agreement with good faith and hope the City will allow me to proceed. I will be filling out the paperwork for a Building Permit today.

Thank you for your time and consideration.

Water Tower



Sandra L. Welsh

*Sandra L. Welsh*

**APPLICATION FOR BUILDING PERMIT**

**CITY OF WILMINGTON**

1165 S. Water St. Wilmington, IL 60481

Phone: 815-476-2175 Fax: 815-476-2276

DATE APPLIED FOR:

DATE ISSUED:

Residential       Commerical       Industrial  
 New       Remodeling       Demolition

PERMIT NO.

Address of structure

PIN NUMBER

Type of work to be done - (Plans must accompany permit)

*Outdoor Shed*

APPROVED BY:

Owner *Sandra Welsh* Address *810 JoAnn Dr.* Phone *476-2294*

**Fees**

General Contractor *Welsh Family* Address \_\_\_\_\_ Phone \_\_\_\_\_

Building Permit Fees..... \_\_\_\_\_

Architect \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Inspection Fees..... \_\_\_\_\_

Carpentry Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Administration Fees..... \_\_\_\_\_

Concrete / Paving Contractor *Mike Macurso* Address *on file* Phone \_\_\_\_\_

Subtotal \_\_\_\_\_

Drywall Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Water**

Electrical Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Water Meter..... \_\_\_\_\_

Excavator contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Distribution System Fee. \_\_\_\_\_

Fence/Deck/Shed/Pool Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Capacity User Fee..... \_\_\_\_\_

HVAC \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Sewer**

Insulator Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Collection System Fee. \_\_\_\_\_

Masonry Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Capacity User Fee..... \_\_\_\_\_

Painting Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Subtotal \_\_\_\_\_

Plumbing contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Other**

Roofing Contractor \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Grand Total**

\_\_\_\_\_

COMPLETE COST OF WORK TO BE DONE (INCLUDE MATERIALS AND LABOR)  
 \$ *3500.00 = 4000.00* AS THE APPLICANT FOR THIS PERMIT, I EXPRESSLY AGREE TO CONFORM TO ALL APPLICABLE ORDINANCES, RULES AND REGULATIONS OF THE CITY OF WILMINGTON

N/A S NS

Survey Plat Received

Building Plans Rec'd

Zoning Compliance

*Sandra Welsh* *476-2294*  
 Applicant's Signature Day Time Phone Number

Permit Expires:

City of Wilmington  
Owner Contractor Memorandum

In order for a homeowner to list himself as the contractor, he must guarantee that they personally will be doing each of the trades that he listed himself for.

In order to be listed as the homeowner/contractor:

- You must reside in the residence for a period of six (6) months after the final inspections.
- You must ensure that the required inspections are scheduled and conducted.
- You must take full responsibility for the project and conditions.
- If it is found that someone other than yourself is doing the work, there will be a STOP WORK order issued

I understand the above and agree to abide by these conditions.

Applicant  
Signature

Sandra L. Weish

Print  
Name

SANDRA WEISH

Date

7-8-16