



City of Wilmington
Water, Sewer, Streets & Alleys Committee
Wednesday, August 10, 2016 at 6:00 p.m.

Location & Time

Council Chamber
Wilmington City Hall
1165 S. Water Street
6:00 p.m. 08/10/16

**Water, Sewer,
Streets & Alleys
Committee Members**

Frank Studer, Co-Chair
Kevin Kirwin, Co-Chair
Joe Van Duyne
Larry Hall
John Persic, Jr.

Agenda

1. Call to Order
2. Approval of the July 13, 2016 Meeting Minutes
3. New Business
 - a. Illinois High Speed Rail Program / Utility Investigation & Modification
4. Review FY 2017 Budget Reports
 - a. Water Operations
 - b. Sewer Operations
 - c. Public Works Department
 - d. MFT
5. Adjournment

**CITY OF WILMINGTON
WATER, SEWER, STREETS & ALLEYS COMMITTEE
Wednesday, July 13, 2016, 6:00 p.m.
Wilmington City Hall, Council Chambers
1165 S. Water Street**

In Attendance

Committee Members

Co-Chair, Alderman Frank Studer
Co-Chair, Alderman Kevin Kirwin
Alderman John Persic, Jr.

Absent

Alderman Joe Van Duyne
Alderman Larry Hall

Other City Officials

City Engineer Colby Zemaitis
Superintendent of Public Works Gary Van Duyne
Superintendent of Waste Water Darin Fowler
Executive Secretary Joie Ziller

The meeting of the Water, Sewer, Streets and Alleys Committee was called to order at 6:00 p.m. by Alderman Studer.

Previous Meeting Minutes – April 13, 2016

The minutes were reviewed. **Alderman Kirwin made a motion and Alderman Persic seconded to accept April 13, 2016 Committee meeting minutes as written and have them placed on file.**

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

New Business

1. Review Proposed ADA Sidewalk Project

City Engineer Zemaitis presented the Committee with his proposed sidewalk plan which will span over the next 10 years. This project will address any and all required ADA ramps, curb depressions, sidewalk sections that need to be installed, completed and/or corrected (i.e. tripping hazards). City Engineer Zemaitis also requested that a resolution for this project be drafted for approval at the July 19, 2016 City Council meeting. With this resolution in place it will make it easier to obtain grant funding when applicable. The Committee was in favor of the ADA Sidewalk Project.

Monthly Review Budget Reports

Water Operations: The Committee reviewed the budget reports as presented.

Sewer Operations: The Committee reviewed the budget reports as presented. Superintendent Fowler informed the Committee that the sewer smoke testing project will begin August 1 through mid-September.

Public Works: The Committee reviewed the budget reports as presented.

Adjournment

With no further business before the Committee, Alderman Kirwin made a motion and it was seconded by Alderman Persic to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting was adjourned at 6:25 p.m.

Respectfully submitted,

Joie Ziller
Executive Secretary



Illinois Department of Transportation

Division of Public and Intermodal Transportation
100 West Randolph Street / Suite 6-600 / Chicago, Illinois / 60601

RECEIVED

JUL 18 '16

CITY OF WILMINGTON

July 11, 2016

Mr. Marty Orr, Mayor
City of Wilmington
1165 S. Water Street
Wilmington IL, 60481

Illinois High Speed Rail Program City of Wilmington Utility Investigation and Modification

Dear Mayor Orr:

The Illinois high speed rail program (Program) team completed its investigation of the City of Wilmington's (Wilmington) utilities that exist within the Union Pacific Railroad (UPRR) right of way (Chicago to St. Louis), between mile posts 51.88 and 53.19. The utilities were investigated to determine if they meet current American Railway Engineering and Maintenance of Way Association (AREMA) standards. AREMA is a nationally recognized association whose mission is to recommend practices pertaining to the design, construction and maintenance of railway infrastructure. The Program follows AREMA guidelines. The AREMA standards for underground pipelines (attached) crossing the UPRR right of way require a casing pipe that extends to the greater of: 1) a minimum distance of 25 feet from the center of the outside track when the end of the casing is below grade; 2) two foot beyond the toe of slope; or 3) three feet beyond a ditch. AREMA standards also require a minimum vertical distance of 5.5 feet below the base of the rail and three feet between the top of the underground utility and the invert elevation of a ditch.

The investigation has determined that the following utilities in Wilmington do not meet the Program standards and therefore must be replaced or modified:

1. UPRR Right of Way and Station 2730+55 (HDR conflict # 142) – 12" Ductile Iron Water Main: The water main has been abandoned and will need to be grout filled within the UPRR right of way.

2. UPRR Right of Way and Station 2731+15 (HDR conflict # 145) – 16" Ductile Iron Water Main: The depth of the water main does not meet AREMA requirements for a minimum vertical distance of 5.5' foot below the base of the track, or a three foot minimum distance between the top of the water main and invert elevation of a ditch, and a minimum distance of 25' from the center of the track on the west side. A new section of water main with protective casing pipe must be installed at a lower elevation within the UPRR right of way.

A license agreement between UPRR and Wilmington exists which defines Wilmington's cost responsibilities for, among other things, utilities. Based on this agreement, the cost responsibility to reconstruct, relocate, or alter the work described above (estimated at \$300,000) belongs to Wilmington. Copies of UPRR-Wilmington agreements outlining Wilmington's responsibilities are attached for your reference:

- Agreement # S709050 – dated May 30, 1979
- Agreement # 234470 – dated September 17, 2004

Financial assistance in the form of a payback agreement is available from IDOT if needed by Wilmington. Under a utility payback agreement, the State will fund the utility modifications up front and Wilmington will pay the money back to IDOT, interest free, over a four year period. The agreement, known as a Refundable Utility Adjustment agreement, is attached for your review.

Please review the attached information and contact me as soon as possible so we can move the utility modification effort forward. If you have any questions, please contact me at (312) 793-4222. Thank you for your attention to this matter and I look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "John Oimoen". The signature is written in a cursive style with a large initial 'J' and a long, sweeping underline.

John Oimoen
Deputy Director of Railroads
Division of Public and Intermodal Transportation
Illinois Department of Transportation

AGREEMENT FOR REFUNDABLE UTILITY ADJUSTMENT

Route: Agreement No.
Section: Contract No.
County: Macoupin Job No.

THIS AGREEMENT, entered into this ____ day of _____, 2016 by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the STATE; and the , _____ hereinafter referred to as the "CITY",

WITNESSETH

WHEREAS, the STATE is authorized to participate in the planning, development and construction of a high speed passenger rail (HSR) program ("Program") in the state of Illinois; and

WHEREAS, the route where the STATE will cause the operation of HSR is composed of a series of continuous right-of-way from Union Station in Chicago to the St. Louis Missouri area ("ROUTE"); and

WHEREAS, CITY is located along the HSR Route;

WHEREAS, as part of the Program, STATE has determined that certain modifications must be made to portions of CITY's utilities located at _____ as it crosses the Union Pacific Railroad (UPRR) tracks (mile post) (hereinafter known as "Project"); and

WHEREAS, the modification consists of replacing _____ (hereinafter "Utilities"); and

WHEREAS, a portion of the aforesaid Utilities are currently located on UPRR right-of-way and therefore are the CITY's responsibility to replace; and

WHEREAS, the CITY is unable to fund the replacement of the aforesaid Utilities as required by the Program prior to the commencement of the Program work; and

WHEREAS, the CITY has agreed to the provisions set forth herein and has authorized by resolution or ordinance, the execution of this Agreement by the CITY mayor; and

WHEREAS, the CITY agrees to cooperate with the STATE and shall fund the cost of replacing the Utility;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. This Agreement is subject to all terms contained in the "General Provisions for Utility Adjustment Agreements" attached hereto and made a part hereof.

2. The design plans, specifications, estimates and construction of the Utility replacement shall be performed or caused to be performed by the Union Pacific Railroad (UPRR). CITY agrees to timely issue the necessary permits to UPRR for the work.

3. The total estimated cost of replacing the uncased CITY Utility, as described herein, is \$ _____ as shown on the detailed estimate of cost attached hereto and made a part hereof.

4 The work will be performed by UPRR and/or its contractors. It consists of the following:

Mile Post	Station	Deficiency	Modification

5. The STATE agrees to pay UPRR for the CITY's share of the Utility modification subject to reimbursement by the CITY as herein stipulated. Reimbursement by the CITY shall be based on actual cost.

6. The CITY agrees to reimburse the STATE for its proportionate share of the Utility modification in four equal annual payments which shall commence one year after the execution date of this agreement. Payments are due on the following dates:

Year 1 (First Payment): June 1, 2016
Year 2 (Second Payment): June 1, 2017
Year 3 (Third Payment): June 1, 2018
Year 4 (Fourth Payment): June 1, 2019

7. For information purposes, the STATE shall submit periodic progress billings to CITY for costs incurred. The STATE shall provide a final and complete billing of all costs incurred within 60 days after completion of the work. All billings in excess of estimated costs are subject to verification and acceptance. As provided by the STATE Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered to be the date of the change authorization approval.

8. Annual payments shall be sent by CITY to the following:

Mr. Ted Schlitt
Illinois Department of Transportation, Bureau of Railroads
Room 339
2300 South Dirksen Parkway
Springfield, Illinois 62764

9. This Agreement is subject to audit. In the event of an audit, the final costs between the CITY and STATE shall be based upon the audit findings. If the audit reveals that the CITY owes the STATE money, the STATE will issue an accounts receivable invoice to recover the audit findings. However, if the STATE owes additional monies to the CITY, the STATE will use the audit report to increase the cost stated in the Agreement. The CITY, upon receipt of the final audit report will submit an invoice for the monies due.

10. The CITY shall maintain, for a minimum of five years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and other STATE Auditors; and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

11. The estimated number of working days required by the Union Pacific Railroad (UPRR) to complete the work covered under this Agreement is _____. The estimated completion date is _____.

12. The work shall be accomplished by the most cost effective means available.

13. At the time this Agreement was executed, there were funds available for the Utility modification. However, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment, if the Illinois General Assembly or the Federal Railroad Administration fail to appropriate or otherwise make available funds for the Program.

14. This Agreement is a utility adjustment contract and is not required to contain the certification requirements concerning interference with public contracting (720 ILCS 5/33E-1).

15. The CITY hereby certifies that it is not in violation of the laws concerning bribery (30 ILCS 505/10.1) and is not barred from contracting with the State of Illinois.

16. The CITY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

17. The CITY certifies it is not delinquent in the payment of any debt to the STATE (or if delinquent has entered into a deferred payment plan to pay the debt), and the COMPANY acknowledges the STATE may declare the Agreement void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).

18. Under penalties of perjury, the CITY certifies that its correct Federal Taxpayer Identification Number is _____, and the CITY is doing business as a Governmental Entity whose mailing address is Illinois, and whose billing address is the same.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY/VILLAGE/TOWN of

By: _____
Mayor

Date: _____

Accepted on behalf of the State of Illinois, Department of Transportation:

Randall S. Blankenhorn, Secretary

Date

By: Beth McCluskey, Director
Office of Intermodal Project Implementation

Date

License for Underground
Pipelines, Cables and Conduits

ORIGINAL
THIS DOCUMENT MUST NOT BE TAKEN
FROM I. C. G. R. R. CO. ARCHIVES
P 5616

THIS AGREEMENT, made in duplicate this 30th day of
May, 19 79, between ILLINOIS CENTRAL GULF
RAILROAD COMPANY, party of the first part, hereinafter called
the Railroad, and CITY OF WILMINGTON
City Hall
Wilmington, Illinois
party or parties of the second part, hereinafter called the
Licensee,

WITNESSETH:

ICG 9232

1. In consideration of a preparation and handling fee
of \$ NONE in hand paid by the Licensee to the Railroad,
the receipt whereof is hereby acknowledged, and the faithful
performance by the Licensee of the covenants herein contained,
the Railroad, insofar as it lawfully may, hereby grants to the
Licensee license and permission to construct and maintain
a 12 inch water pipeline
(whether one or more pipes, cables or conduits hereinafter
referred to as the "pipeline") across, along and underneath the
property of the Railroad at Mile Post A0 52 minus 320 feet
within the limits of Kankakee River Drive at Wilmington,
Illinois,

said pipeline being more particularly shown upon the exhibits
hereto attached and made a part hereof, subject to the following
conditions and specifications:

2. Licensee shall pay Railroad \$ NONE per annum
payable years in advance and every years thereafter
as rental for this license and permission. The annual payment
is subject to change by Railroad at any time and from time to
time after the fifth anniversary of this Agreement, upon notice
to Licensee. In the event said payment is increased, Railroad
shall not have the right to make another increase for at least
five years from the effective date of such increase.

3. The license and permission herein granted to Licensee
are subject and subordinate, however, to the rights in Railroad,
its successors and assigns, its grantees, lessees and licensees,
to construct, reconstruct, operate, use, maintain, repair and
renew on, beneath or above the property covered hereby, any
structures, improvements or facilities of similar or different
character as are now or in the future may be located on, beneath
or above said properties.

L. C. G. R. R. CO. - ORIGINAL

CHICAGO, ILLINOIS 60603
OFFICE OF SECRETARY
ILLINOIS CENTRAL GULF RAILROAD CO.

4. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employes, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employes of the Licensee.

5. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.

6. The pipeline shall be installed at least 5 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 3 feet below natural ground, measured from top of ground to top of pipeline. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.

7. If, in the opinion of the authorized representative of Railroad, the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

8. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvement which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

9. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of Railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

10. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

11. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in affect at the time the work is performed. All payments required of Licensee under this Agreement shall be made promptly upon presentation of a bill.

12. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expenses, attorney's fees and costs incurred or sustained by the Railroad) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

13. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have or make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

14. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time, or from time to time, as it may require, upon giving the other party ninety (90) days' notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee, or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

15. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion or portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.

16. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

17. This Agreement shall not be binding on either party hereto until all parties have executed the space provided below.

18. If required by Railroad this Agreement shall include the additional terms and conditions contained in Appendix 1. In order to provide that Appendix 1 be applicable, Railroad shall require execution of the appendix by all parties at the time this Agreement is executed and a copy of said Appendix 1 shall be attached hereto and made a part hereof.

19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL GULE RAILROAD COMPANY

By L. E. Sop
Vice President and Chief Engineer

CITY OF WILMINGTON, ILLINOIS

By Robert P. Hendley
Title:

Certified Resolution is required.

APPROVED AS TO FORM	
<u>D. A. Vall</u>	
Engineering	<u>[Signature]</u>
EXECUTION	
Law	<u>[Signature]</u>

CITY OF WILMINGTON
RESOLUTION # 79-9

Be it resolved by Council of the City of Wilmington that Robert Weidling,
Title of Officer
Mayor be hereby authorized to execute an agreement dated May 30, 1979, with
ILLINOIS CENTRAL GULF RAILROAD COMPANY, copy attached, for P5616 a license and
permission to construct and maintain a 12 inch water pipeline at Mile Post A052
minus 320' within the limits of Kankakee River Drive.

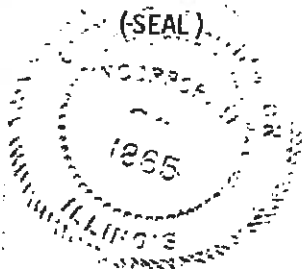
Purpose

Be it further resolved a certified copy of this resolution be transmitted
to Illinois Central Gulf Railroad Company.

I, James C. Johnston, City Clerk of the City of Wilmington do hereby certify the
foregoing to be a true and correct copy of a resolution adopted by said
City Council, at a meeting on June 5, 1979; that said resolution is still in
effect; that the agreement referred to therein, attached thereto, is in the form
presented to said meeting and in the form executed.

WITNESS the seal of said Resolution and my signature this 5th day of June, 1979.

James C. Johnston
Name
P5616
City Clerk
Title



QUESTIONNAIRE TO BE USED IN MAKING APPLICATION FOR LICENSE TO INSTALL PIPE LINES THAT WILL CROSS UNDER OR PARALLEL TRACKS OF THE RAILROAD COMPANY

- 1. Name of Applicant City of Wilmington
(if partnership, name all partners)
- 2. Address of Applicant _____
- 3. Check one: Individual, Partnership, Corporation Municipality
- 4. Location of pipe line. Mile Post _____ plus _____ feet
(if parallel) to Mile Post 52 plus 320 feet North feet
- 5. Near _____ In the City of Wilmington (Name of City, Town, Village)
- 6. Will pipe line be in right-of-way of dedicated street or highway? yes
(There must be a definite grade or grade-separation crossing of tracks, and the actual right of way of street or highway must be shown on location sketch.)
- 7. Commodity to be transmitted in pipe line: Potable Water
(steam, air, water, gasoline or other petroleum product, chemical-specify, natural or artificial gas. If sewer, identify as to force or gravity line, sanitary storm, or chemical waste-specify).
- 8. Maximum operating pressure in pipe line 52 (psi by gauge)
- 9. Hydrostatic pressure carrying pipe will be tested before using 125 psi

Pipe Information	Carrying Pipe	Casing Pipe
10. Inside diameter (nominal):	<u>12</u>	<u>16</u>
11. Wall thickness:	<u>0.40 inches</u>	<u>.250</u>
12. Material:	<u>ductile iron</u>	<u>steel</u>
13. Specification, grade or class:	<u>AWWA C600</u>	<u>ASTM A53 Grade B or Equal</u>
14. Minimum yield point of material:	<u>42,000psi</u>	<u>35,000 psi</u>
15. Type of joint:	<u>AWWA C600</u>	<u>weld</u>
16. Depth of top of casing pipe below base of rail	<u>5.2</u>	<u>feet</u>
17. Length of casing pipe	<u>90</u>	<u>feet</u>
18. Will casing pipe be vented? <u>no</u> Size _____		
19. Will casing pipe be cathodically protected? <u>no</u>		
20. Will casing pipe have a protective coating? <u>no</u> Type _____		
21. Method of installing casing pipe. <u>Simultaneous Dry Bore and Jack</u> (Simultaneous Dry Bore and Jack or Tunnel) (Wet boring will not be permitted)		

Applicant to furnish 8 copies of the fully completed questionnaire and 8 each 8 1/2" x 11" or 14" prints showing location sketch with crossing measured from the nearest mile post, point of main line switch, section line crossing of track or DOT-AAR numbered vehicular crossing, as well as limits of railroad (and street or highway if involved) right-of-way; plus profile sketch of actual situation showing relationship of tracks, contour of ground and surface ditches, the pipeline, other buried or wire lines (if known), etc. This is to be used as exhibit for agreement.

PLEASE ORIGINAL RAILROAD COPY

AUDIT 234470

PL X 940206
Form Approved, AVP-Law

Folder No. 02275-23

**PIPELINE CROSSING
AGREEMENT**

Mile Post: 51.94, Joilet Subdivision/Branch
Location: Wilmington, Will County, Illinois

THIS AGREEMENT is made and entered into as of September 17, 2004, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (hereinafter the "Licensor") and **CITY OF WILMINGTON**, an Illinois municipal corporation to be addressed at 1165 South Water Street, Wilmington, Illinois 60481 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. LICENSE FEE

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Thirteen Dollars (\$1,513.00)**.

Article II. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate only a

16" diameter water pipeline crossing (hereinafter the "Pipeline")

in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated September 16, 2004, marked Exhibit A. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than the above-mentioned, and said Pipeline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article III. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions,

and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

Article V. INSURANCE

A. The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will also provide to the Licensor a Certificate of Insurance, identifying Folder No. 02275-23, issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the 'Pipeline' located on Railroad right-of-way at Mile Post 51.94, on the Joilet Subdivision/Branch, at or near Wilmington, Will County, Illinois.

B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor

C. All insurance correspondence shall be directed to:

Jan Bornholdt
Folder No. 02275-23
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street STOP 1690
Omaha, NE 68179-1690

Article VI. TERM.

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF WILMINGTON

By: Constance R. Alvin
Manager

By: Tony May
Title: MAYOR

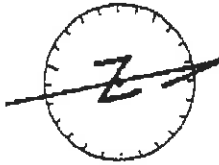
APR 31 2004 9 53AM

ROGINA & ASSOCIATES 815 729 0783

No. 6673 P. 3

FORM DR-0404-B
REV. 5-15-98
www.uprr.com

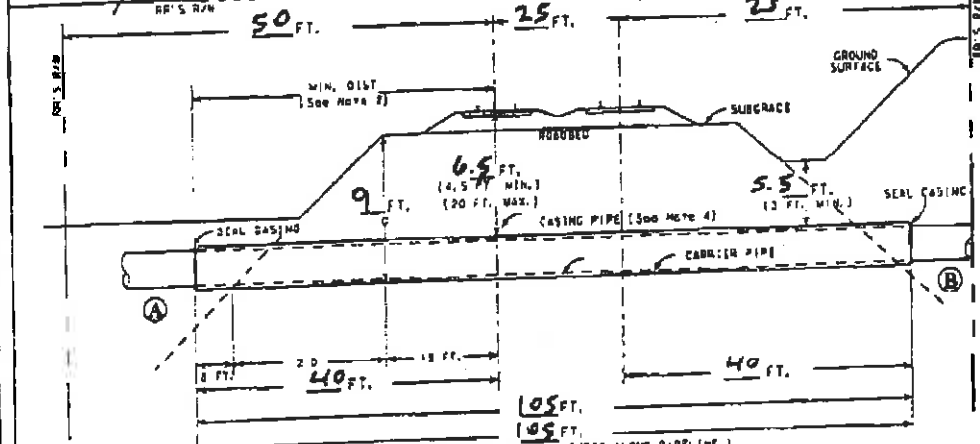
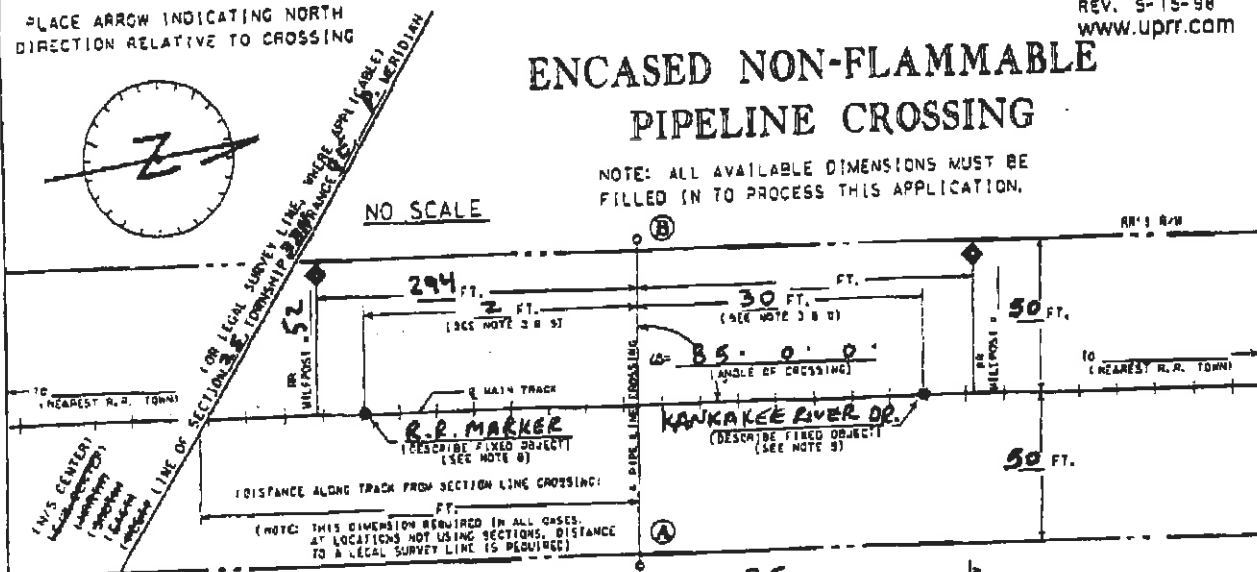
PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE

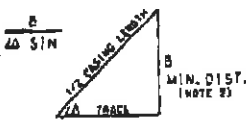


MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	12" OR LESS
.3125"	OVER 12"-18"
.3750"	OVER 18"-22"
.4375"	OVER 22"-28"
.5000"	OVER 28"-34"
.5625"	OVER 34"-42"
.6250"	OVER 42"-48"

OVER 48" MUST BE APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM R.O. OF TRACK.
 - CASING TO EXTEND BEYOND THE R. OF TRACK AT RIGHT ANGLES THE GREATER OF 20' + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, R. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - ALLOWABLE FIXED OBJECTS (INCLUDE) BACKSILLS OF BRIDGES, R. OF ROAD CROSSINGS OR OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
 - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 2 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;

B) IF YES, NAME OF STREET KANKAKEE RIVER DRIVE

C) DISTRIBUTION LINE OR TRANSMISSION LINE

C) CARRIER PIPE:
COMMODITY TO BE CONVEYED WATER
OPERATING PRESSURE 55 PSI
WALL THICKNESS 0.40" DIAMETER 16" MATERIAL D.S.

E) CASING PIPE:
WALL THICKNESS 0.50" DIAMETER 30" MATERIAL STEEL
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER _____

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30 (30' MIN.)

I) APPLICANT HAS CONTACTED 1-800-336-9183, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.
Joliet

M. P. 51.94 E. S. 2731+16

ENCASED Pipeline CROSSING AT
Wilkinson Will IL
(NEAREST CITY) (COUNTY) (STATE)

City of Wilmington
(APPLICANT)

RR FILE NO. 2275-23 DATE 7-16-04

WARNING
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE 1-800-336-9183

PL X 980112
Form Approved, AVP-Law

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

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Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeline, or move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared

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with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or any part thereof; or
2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

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Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

PLWDRAINAGE INS. 02/15/01
Form . Approved, AVP-Law

EXHIBIT B-1

Union Pacific Railroad Company Insurance Provisions For Pipeline / Wireline / Drainage License Agreements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
- Products and completed operations

The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance:

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Coverage for Licensee's (and Licensor's) employees shall not be excluded
- Waiver of subrogation

B. Business Automobile Coverage insurance. This insurance shall contain a combined single limit of at least \$2,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance:

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Motor Carrier Act Endorsement- Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance including but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement
- Employers' Liability (Part B) with limits of at least
\$500,000 each accident, \$500,000 disease policy limit
\$500,000 each employee

If Workers Compensation insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement which shall be indicated on the certificate of insurance:

- Alternate Employer Endorsement

D. Umbrella or Excess Policies In the event Licensee utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

PL/WI/DRAINAGE INS. 02/16/01
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Other Requirements

- E. Punitive damage exclusion must be deleted, which deletion shall be indicated on the certificate of insurance.
- F. Licensee agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Licensor. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. All waivers of subrogation shall be indicated on the certificate of insurance.
- G. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Licensor as an additional insured. Severability of interest and naming Licensor as additional insured shall be indicated on the certificate of insurance.
- H. Prior to commencing the Work, Licensee shall furnish to Licensor original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing of any cancellation or material alteration. Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.
- I. Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- J. Licensee **WARRANTS** that this Agreement has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement and acknowledges that Licensee's insurance coverage will be primary.
- K. The fact that insurance is obtained by Licensee or Licensor on behalf of Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

Water Operations

Period Ending July 31, 2016

Period 03 - 03

Fiscal Year 2017 - 2017

Account Number	Description	Budget	July	YTD	Avail/ Uncollect	% Avail/ Uncollect
4555	Water Base Fees	168,000.00	13,850.90	41,536.47	126,463.53	75.28
4590	Water Service Fees	905,000.00	85,236.23	229,838.90	675,161.10	74.6
4610	Water Capacity User Fees	38,700.00	8,025.00	18,825.00	19,875.00	51.36
4620	Water Meter Fees	30,000.00	3,085.00	3,430.00	26,570.00	88.57
4850	Interest Income Earned	50	19.83	63.21	-13.21	-26.42
4860	Other Misc Income	8,000.00	250	1,225.00	6,775.00	84.69
4870	Other Misc Reimbursements	10,700.00	968.62	2,729.29	7,970.71	74.49
4910	Transfers from Other Funds	85,000.00	0	0	85,000.00	100
	Revenue	<u>1,245,450.00</u>	<u>111,435.58</u>	<u>297,647.87</u>	<u>947,802.13</u>	<u>76.1</u>
6010	Salaries Payroll Expense	367,000.00	27,530.62	81,694.30	285,305.70	77.74
6011	FICA Payment Payroll Expense	33,000.00	2,360.16	7,059.72	25,940.28	78.61
6013	SUTA Employee Payroll Expense	3,200.00	0	0	3,200.00	100
6014	IMRF - Water Dept	46,000.00	3,161.20	9,465.16	36,534.84	79.42
6015	Overtime Wages Payroll Expense	30,000.00	1,632.22	5,503.76	24,496.24	81.65
6335	Computer Maint.& Prog. Fees	13,000.00	301.88	4,183.26	8,816.74	67.82
6360	Dues, Subscrp. & Memberships	1,300.00	0	524.6	775.4	59.65
6380	Employee Health & Life Ins Exp	91,000.00	7,002.27	14,008.36	76,991.64	84.61
6460	Legal Services Fees	2,000.00	0	0	2,000.00	100
6470	Property & Equip Ins Fees	73,000.00	0	0	73,000.00	100
6510	Maintenance - Equipment Exp	25,000.00	2,118.50	2,251.50	22,748.50	90.99
6520	Maint-Well	750	0	0	750	100
6530	Maint - Site, Grnds/Bldg Exp	14,000.00	1,372.50	2,108.34	11,891.66	84.94
6540	Maint-Distribution	25,000.00	687	1,721.69	23,278.31	93.11
6610	Maint-Site Process/Mains	25,000.00	3,229.33	6,838.99	12,926.01	51.7
6620	Maint-Water Meters Exp	5,000.00	0	15.28	4,984.72	99.69
6625	Maint-Bosster Stn/Towers	11,000.00	0	2,188.50	8,811.50	80.1
6640	Maint-Vehicles Exp	1,000.00	281.49	281.49	718.51	71.85
6650	Notices/Legal Publications Exp	700	0	175.1	524.9	74.99
6670	Other Professional Services Ex	18,500.00	472	2,343.00	12,657.00	68.42
6690	W/Comp Ins	40,000.00	3,000.00	6,000.00	34,000.00	85
6710	Rental of Equipment Exp	9,000.00	0	0	9,000.00	100
6730	Lime/Sludge Disposal Expense	50,000.00	0	0	50,000.00	100
6760	Telephone Services Exp	6,500.00	661.47	1,580.22	4,919.78	75.69
6770	Training, Mtg & Mileage Expenses	5,200.00	0	535.06	4,664.94	89.71
6810	Utilities Expense	65,000.00	761.54	8,664.20	56,335.80	86.67

Account Number	Description	Budget	July	YTD	Avail/ Uncollect	% Avail/ Uncollect
6930	Gasoline, Oil Expense	20,000.00	376.86	1,041.38	15,958.62	79.79
6960	Office Supplies	5,000.00	224.66	1,068.54	3,931.46	78.63
6965	Postage	8,000.00	716.32	1,293.91	6,706.09	83.83
6970	Oper Supplies and Tools Exp	13,000.00	216.34	686.59	12,313.41	94.72
6975	Back Flow Preventers Exp	4,000.00	0	0	4,000.00	100
7010	Uniforms Expense	2,500.00	0	930.78	1,569.22	62.77
7030	Water Treatment Chemicals Exp	75,000.00	3,696.66	11,298.75	63,701.25	84.94
7160	Misc & Contingency Expense	2,000.00	0	0	2,000.00	100
7320	Equipment Purchases Exp	10,000.00	0	0	10,000.00	100
7321	Leased Equipment	3,000.00	109	693.79	2,306.21	76.87
7340	Meters	26,000.00	0	1.12	25,998.88	100
7360	Expensed Equipment	500	0	0	500	100
7928	Wtr IEPA Loan#2 Princ	27,000.00	0	0	27,000.00	100
7929	Wtr IEPA Loan#2 - Interest	15,000.00	0	0	15,000.00	100
7932	IEPA Loan Principle Payment	23,500.00	0	0	23,500.00	100
7934	IEPA Loan Interest Payment	5,200.00	0	0	5,200.00	100
7940	Service Fees Expense	6,000.00	998.42	1,696.06	4,303.94	71.73
7950	Refunds	500	0	0	500	100
8020	Transfers to Other Funds	50,000.00	3,499.64	10,280.02	39,719.98	79.44
8021	Contingency	20,000.00	0	0	20,000.00	100
	Expense	1,277,350.00	64,410.08	186,133.47	1,079,481.53	84.51
02	Water Operating M & R Fund	-31,900.00	47,025.50	111,514.40	YTD Increase(Decrease)	

Sewer Operations

For Period Ending July 31, 2016

Period 03 - 03

Fiscal Year 2017 - 2017

Account Number	Description	Budget	July	YTD	Avail/ Uncollect	% Avail/ Uncollect
4555	WWTP Debt Service Revenue	960,000.00	79,464.58	238,094.46	721,905.54	75.2
4560	Sewer Service Fees	820,000.00	74,240.76	222,022.09	597,977.91	72.92
4570	Sewer Capacity User Fees	160,000.00	38,890.00	83,530.00	76,470.00	47.79
4850	Interest Income Earned	50	0	0	50	100
4860	Other Misc Income	2,000.00	100	1,827.02	172.98	8.65
4870	Other Misc Reimbursements	10,000.00	586.44	10,420.99	-420.99	-4.21
	Revenue	<u>1,952,050.00</u>	<u>193,281.78</u>	<u>555,894.56</u>	<u>1,396,155.44</u>	<u>71.52</u>
6010	Salaries Payroll Expense	290,000.00	17,956.89	56,313.94	233,686.06	80.58
6011	FICA Payment Payroll Expense	25,000.00	1,485.78	4,587.27	20,412.73	81.65
6013	SUTA Employee Payroll Expense	3,000.00	0	0	3,000.00	100
6014	IMRF - Sewer Dept	34,000.00	1,996.95	6,127.71	27,872.29	81.98
6015	Overtime Wages Payroll Expense	20,000.00	1,253.16	2,833.05	17,166.95	85.83
6335	Computer Maint.& Prog. Fees	17,000.00	195.57	3,910.13	13,089.87	77
6360	Dues, Subscrp. & Memberships	1,100.00	0	0	1,100.00	100
6380	Employee Health & Life Ins Exp	82,000.00	4,874.20	9,769.16	72,230.84	88.09
6390	Engineering Services	5,000.00	0	0	5,000.00	100
6460	Legal Services Fees	2,000.00	0	0	2,000.00	100
6470	Property & Equip Ins Fees	63,000.00	0	0	63,000.00	100
6510	Maintenance - Equipment Exp	26,000.00	1,000.00	1,676.74	24,323.26	93.55
6530	Maintenance - Grnds/Bldg Exp	20,000.00	1,104.40	1,857.47	18,142.53	90.71
6560	Maint-Sewers Collection	32,000.00	862.5	1,234.48	29,172.22	91.16
6561	Maintenance Sewers - Process	62,000.00	2,694.74	5,445.22	50,998.94	82.26
6640	Maint-Vehicles Exp	2,500.00	0	6.9	2,493.10	99.72
6650	Notices/Legal Publications Exp	1,000.00	0	50	950	95
6670	Other Professional Services Ex	20,000.00	15,000.00	15,000.00	5,000.00	25
6690	Workers Comp. Ins	25,000.00	2,000.00	4,000.00	21,000.00	84
6710	Rental of Equipment Exp	3,000.00	0	0	3,000.00	100
6730	Sludge Disposal Expense	25,500.00	1,247.87	7,940.70	17,559.30	68.86
6760	Telephone Services Exp	7,000.00	417.25	1,054.66	5,945.34	84.93
6770	Training, Mtg & Mileage Expenses	7,500.00	549	549	6,951.00	92.68
6810	Utilities Expense	105,000.00	10,683.92	17,159.38	87,840.62	83.66
6930	Gasoline & Oil Expense	8,000.00	147.47	308.96	7,541.04	94.26
6960	Office Supplies	6,500.00	450.52	1,710.65	4,789.35	73.68
6965	Postage	8,000.00	716.33	1,282.62	6,717.38	83.97
6970	Oper Supplies and Tools Exp	15,000.00	1,435.50	2,289.15	12,710.85	84.74
6985	Sewer Chemicals Expense	45,000.00	6,485.38	8,083.50	36,916.50	82.04

Account Number	Description	Budget	July	YTD	Avail/ Uncollect	% Avail/ Uncollect
7010	Uniforms Expense	3,000.00	0	0	3,000.00	100
7160	Misc	2,000.00	0	0	2,000.00	100
7320	Equipment Purchases Exp	5,000.00	0	0	5,000.00	100
7321	Leased Equipment Expense	4,000.00	109	693.79	3,306.21	82.66
7360	Expensed Equipment	500	0	0	500	100
7932	IEPA Loan Principle Payment	673,800.00	0	326,558.10	347,241.90	51.53
7934	IEPA Loan Interest Payment	228,500.00	0	124,498.76	104,001.24	45.51
7940	Service Fees Expense	7,000.00	998.44	1,664.00	5,336.00	76.23
7950	Refunds	500	0	0	500	100
8020	Transfers to Other Funds	50,000.00	0	0	50,000.00	100
8021	Contingency	10,000.00	0	0	10,000.00	100
	Expense	1,945,400.00	73,664.87	606,605.34	1,331,495.52	68.44
04	Sewer Operating M & R Fund	6,650.00	119,616.91	-50,710.78	YTD Increase(Decrease)	

General Ledger

PW Exp vs Budget JULY 16

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



User: kim
 Printed: 08/05/2016 - 9:00
 Periods: 03-03
 Fiscal Year: 2017
 JE Number: 000000

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amt	Available	% Avail
6010	Salaries Payroll Expense	352,000.00	22,018.63	65,909.41	286,090.59	0.00	286,090.59	81.28
6012	City Engineer Payroll Expense	36,500.00	2,640.00	7,920.00	28,580.00	0.00	28,580.00	78.30
6015	Overtime Wages Payroll Expense	22,000.00	701.04	1,331.24	20,668.76	0.00	20,668.76	93.95
6020	P-T Wages Payroll Exp	22,000.00	3,058.00	8,371.00	13,629.00	0.00	13,629.00	61.95
6335	Computer Maint.& Prog. Fees	1,000.00	0.00	156.25	843.75	0.00	843.75	84.38
6360	Dues, Subscrp. & Memberships	300.00	0.00	0.00	300.00	0.00	300.00	100.00
6380	Employee Health & Life Ins Exp	93,000.00	7,583.08	15,156.57	77,843.43	0.00	77,843.43	83.70
6390	Engineering Services	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
6440	JULIE Service Fees	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
6460	Legal Services Fees	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
6480	Maint-Bridges Fees	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
6500	Maint-Curbs & Gutters Exp	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
6510	Maintenance - Equipment Exp	22,000.00	3,182.98	5,159.47	16,840.53	0.00	16,840.53	76.55
6535	Maint-Parking Lots Exp	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
6570	Maint-Sidewalks Exp	4,000.00	376.37	638.93	3,361.07	0.00	3,361.07	84.03
6580	Maint-Storm Sewers Exp	8,000.00	107.00	445.48	7,554.52	0.00	7,554.52	94.43
6590	Maint-Streets Exp	28,000.00	3,028.01	5,071.19	22,928.81	0.00	22,928.81	81.89
6640	Maint-Vehicles Exp	22,000.00	404.87	3,292.93	18,707.07	0.00	18,707.07	85.03
6650	Notices/Legal Publications Exp	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
6710	Rental of Equipment Exp	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	100.00
6740	Street Light Electricity Exp	95,000.00	6,407.82	20,440.72	74,559.28	0.00	74,559.28	78.48
6760	Telephone Services Exp	3,000.00	210.27	594.67	2,405.33	0.00	2,405.33	80.18
6770	Training & Mileage Expenses	2,000.00	0.00	509.00	1,491.00	0.00	1,491.00	74.55
6780	Tree and Weed Removal Exp	5,000.00	205.00	710.00	4,290.00	0.00	4,290.00	85.80
6930	Gasoline, Oil & Tolls Expense	32,000.00	1,478.29	4,421.86	27,578.14	0.00	27,578.14	86.18
6960	Office Supplies	2,000.00	0.00	1,117.90	882.10	0.00	882.10	44.10
6965	Postage	500.00	0.00	0.00	500.00	0.00	500.00	100.00
6970	Oper Supplies and Tools Exp	15,000.00	2,430.05	4,195.04	10,804.96	0.00	10,804.96	72.03
6990	Sign Replacement Expense	12,000.00	0.00	35.87	11,964.13	0.00	11,964.13	99.70
7010	Uniforms Expense	6,000.00	268.80	733.79	5,266.21	0.00	5,266.21	87.77
7160	Misc	500.00	0.00	0.00	500.00	0.00	500.00	100.00
7323	Equip Loan - Princ	37,800.00	0.00	37,732.39	67.61	0.00	67.61	0.18
7324	Equip Loan - Interest	4,300.00	0.00	4,171.91	128.09	0.00	128.09	2.98
7360	Expensed Equipment	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amt	Available	% Avail
	Report Totals:	853,400.00	54,100.21	188,115.62	665,284.38	0.00	665,284.38	77.96

General Ledger

MFT Exp vs Budget JUL16

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



User: kim
 Printed: 08/05/2016 - 8:52
 Periods: 03-03
 Fiscal Year: 2017
 JE Number: 000000

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amt	Available	% Avail
6596	Misc. MFT Projects - Prior Yrs	5,000.00	0.00	1,899.55	3,100.45	0.00	3,100.45	62.01
6983	Salt & Cinders Expense	16,000.00	0.00	0.00	16,000.00	0.00	16,000.00	100.00
8021	Contingency	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
Report Totals:		22,000.00	0.00	1,899.55	20,100.45	0.00	20,100.45	91.37