



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

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
January 15, 2019  
7:00 p.m.**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call by City Clerk**

John Persic, Jr.	Kevin Kirwin
Dennis Vice	Floyd Combes
Lisa Butler	Fran Tutor
Steve Evans	Frank Studer

**IV. Approval of Minutes from the January 3, 2019 Regular City Council Meeting**

**V. Mayor's Report**

1. Presentation – Retirement of Jerry Tutor

**VI. Public Comment**

*(State your full name clearly; limit 5 minutes each per Ordinance 17-10-17-05)*

**VII. Planning & Zoning Commission**

1. The next regular scheduled meeting is Thursday, February 7, 2019 at 5:00 p.m.

*Amendment 1-made 1/11 at 3:53 p.m.  
Posting Date:  
01/11/2019 hh*

## VIII. Committee Reports

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

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

1. The next scheduled meeting is February 13, 2019 at 5:30 p.m.

### B. Water, Sewer, Streets & Alleys Committee

*Co-Chairs – Frank Studer & Kevin Kirwin*

1. The next scheduled meeting is Wednesday, February 13, 2019 at 6:00 .m.

### C. Police & ESDA Committee

*Co-Chairs – Frank Studer & Fran Tutor*

1. The next scheduled meeting is Tuesday, February 12, 2019 at 5:30 p.m.

### D. Finance, Administration & Land Acquisition Committee

*Co-Chairs – Frank Studer & Fran Tutor*

1. Approve the Accounting Reports as Presented by the City Accountant
2. Approve Ordinance No. 19-01-15-01 – An Ordinance Authorizing the Execution of Real Estate Sales Contract and the Purchase of Property Commonly known as 212 N. Water Street, Wilmington, Illinois 60481
3. The next scheduled meeting is Tuesday, February 19, 2019 at 6:00 p.m.

### E. Ordinance & License Committee

*Co-Chairs – Lisa Butler & Floyd Combes*

1. Approve Ordinance No. 19-01-15-02 – An Ordinance Amending Chapter 112 of the Wilmington Code of Ordinances Adding New Classes of Liquor Licenses for Brew Pub and Craft Brewery and adding One Class A License
2. The next scheduled meeting is Tuesday, February 12, 2019 at 6:00 p.m.

### F. Personnel & Collective Bargaining Committee

*Co-Chairs – John Persic, Jr. & Dennis Vice*

## X. Attorney's Report

*Amendment 1-made 1/11 at 3:53 p.m.  
Posting Date:  
01/11/2019 hh*

**XI. Executive Session**

1. Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees [5 ILCS 120/2(c)(1)]
2. Matters of Land Acquisition [2(c)(5) and 2(c)(6)]

**XIII. Possible Action to be taken following the Executive Session -*Approve a Salary Increase for Non-Bargaining Employee(s)***

**XIV. Adjournment**

**The next City Council meeting is Tuesday, February 5, 2019 at 7:00 p.m.**

*Amendment 1-made 1/11 at 3:53 p.m.  
Posting Date:  
01/11/2019 hh*

*DRAFT*

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
Thursday, January 3, 2019**

**Call to Order**

The Regular Meeting of the Wilmington City Council on January 3, 2019 was called to order at 7:00 p.m. by Mayor Roy Strong in the Council Chambers of the Wilmington City Hall.

**Roll Call**

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

**Aldermen Present** Tutor, Kirwin, Vice, Combes, Persic, Studer, Evans

**Aldermen Absent** Butler

**Quorum**

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

**Other Officials in Attendance**

Also, in attendance were the City Administrator/Deputy City Clerk Joie Ziller, Director of Public Works Darin Fowler, Accountant Kim Doglio and Attorney Bryan Wellner

**Approval of Minutes**

Alderman Studer made a motion and Alderman Tutor seconded to approve the December 18, 2018 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

**AYES:** 7 Studer, Persic, Evans, Tutor, Kirwin, Vice, Combes

**NAYS:** 0

The motion carried.

**Mayor’s Report**

Mayor Strong has nothing to report.

**Public Comment**

No public comments were made.

**Planning & Zoning Commission**

The next meeting is scheduled for Thursday, January 10, 2019 at 5:00 p.m.

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**Committee Reports**

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

The next scheduled meeting is Wednesday, January 9, 2019 at 5:30 p.m.

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

The next scheduled meeting is Wednesday, January 9, 2019 at 6:00 p.m.

**Police & ESDA Committee**

The next scheduled meeting is Tuesday, January 8, 2019 at 5:30 p.m.

**Finance, Administration & Land Acquisition Committee**

Alderman Tutor made a motion and Alderman Kirwin seconded to approve the Accounts Payable reports dated January 3, 2019 in the amount of \$264,780.81

Upon roll call, the vote was:

**AYES:**     7 Studer, Persic, Evans, Tutor, Kirwin, Vice, Combes

**NAYS:**     0

The motion carried.

The next scheduled meeting is Tuesday, January 15, 2019 at 6:00 p.m.

**Ordinance & License Committee**

The next scheduled meeting is Tuesday, January 8, 2019 at 6:00 p.m.

**Personnel & Collective Bargaining Committee**

Nothing at this time.

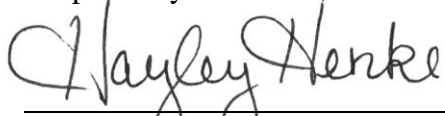
**Attorney's Report**

Nothing at this time.

**Adjournment**

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman Combes. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on January 3, 2019 adjourned at 7:04 p.m.

Respectfully submitted,



Hayley Henke, Executive Secretary

*City of Wilmington*  
**Check Register Meeting Date: January 15, 2019**



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
0	1/15/2019	Payroll Sweep	86,463.61
0	1/15/2019	Misc Vendors	216.00
0	1/15/2019	Paycor	443.91
0	1/15/2019	WEX Bank	2,359.28
1780	1/15/2019	Waste Management Of Il SW	1,134.19
20685	1/15/2019	Alarm Detection Systems, Inc.	664.23
20686	1/15/2019	Beglers Auto Repair	2,066.17
20687	1/15/2019	Blue Cross MedicareRX (PDP)	130.60
20688	1/15/2019	Cintas Corporation	614.20
20689	1/15/2019	ComEd	529.87
20690	1/15/2019	Constellation New Energy, Inc	6,450.87
20692	1/15/2019	DTW Inc	1,656.25
20693	1/15/2019	EJ Equipment, Inc.	954.09
20694	1/15/2019	G W Communications	31.70
20695	1/15/2019	Galls, LLC	68.54
20696	1/15/2019	Hey & Associates, Inc.	280.00
20697	1/15/2019	ILEAS	100.00
20698	1/15/2019	Illinois State Police	96.00
20699	1/15/2019	Jcm Uniforms	732.25
20700	1/15/2019	Kankakee Truck Equipment, Inc.	668.15
20701	1/15/2019	Marlin Business Bank	366.00
20702	1/15/2019	Municipal Collections of America, Inc.	3,877.43
20703	1/15/2019	Office Depot	128.34
20704	1/15/2019	P4 Secutity Solutions, LLC	600.00
20705	1/15/2019	Petty Cash Fund	339.04
20706	1/15/2019	Police Chiefs of Will County	1,000.00
20707	1/15/2019	Prairie Material Sales Inc	1,209.11
20708	1/15/2019	Richard Quigley	80.00
20709	1/15/2019	Rendels, Inc.	220.00
20710	1/15/2019	Southwest Mechanical Inc	1,252.90
20711	1/15/2019	Uni Max Management Corp.	1,950.00
20712	1/15/2019	US Postal Service (Neopost Postage on Call)	250.00
20713	1/15/2019	Waste Management Of Il SW	703.01
20714	1/15/2019	WESCOM	20,119.55
20715	1/15/2019	Olivieri Brothers, Inc.	6,757.50
<b>TOTAL:</b>			<b>144,512.79</b>

<b>Fund</b>	<b>2</b>	<b>Water Operating M &amp; R Fund</b>	
0	1/15/2019	Payroll Sweep	16,808.26
0	1/15/2019	WEX Bank	268.14
0	1/15/2019	US Post Office	511.12
10677	1/15/2019	Accela, Inc. #774375	384.50
10678	1/15/2019	Alarm Detection Systems, Inc.	225.12
10679	1/15/2019	Comcast	104.85
10680	1/15/2019	ComEd	568.36
10681	1/15/2019	Cummins N Power LLC	429.93
10682	1/15/2019	Dynegy Energy Services	3,584.62
10684	1/15/2019	Jack Henry & Associates, Inc.	46.15
10687	1/15/2019	Nicor	3,999.80

10688	1/15/2019	Petty Cash Fund	9.86
10689	1/15/2019	Southwest Mechanical Inc	897.74
10692	1/15/2019	US Postal Service (Neopost Postage on Call)	375.00
10693	1/15/2019	Viking Chemical Company	5,270.15
10694	1/15/2019	Waste Management Of Il SW	37,810.90
10695	1/15/2019	Will County Div. of Transportation	450.00
TOTAL:			<u>71,744.50</u>

<b>Fund</b>	<b>4</b>	<b>Sewer Operating M &amp; R Fund</b>	
0	1/15/2019	Payroll Sweep	12,427.27
0	1/15/2019	WEX Bank	169.29
0	1/15/2019	US Post Office	511.13
0	1/15/2019	isc Vendor	36.43
10677	1/15/2019	Accela, Inc. #774375	384.50
10680	1/15/2019	ComEd	504.55
10682	1/15/2019	Dynegy Energy Services	6,617.20
10683	1/15/2019	Heritage FS, Inc.	343.56
10684	1/15/2019	Jack Henry & Associates, Inc.	46.15
10685	1/15/2019	Martin Mechanical Corporation	20,417.08
10686	1/15/2019	Nicor	615.60
10688	1/15/2019	Petty Cash Fund	69.87
10690	1/15/2019	Steiner Electric Company	3,861.80
10691	1/15/2019	Suburban Laboratories, Inc.	513.00
10692	1/15/2019	US Postal Service (Neopost Postage on Call)	375.00
10694	1/15/2019	Waste Management Of Il SW	3,814.92
TOTAL:			<u>50,707.35</u>

<b>Fund</b>	<b>5</b>	<b>DFC Federal Grant Fund</b>	
0	1/11/2019	Better Business Planning Inc.	2,517.24
TOTAL:			<u>2,517.24</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	1/15/2019	WEX Bank	53.30
20691	1/15/2019	Dive Right In Scuba	3,600.00
20714	1/15/2019	WESCOM	2,236.59
TOTAL:			<u>5,889.89</u>

<b>Fund</b>	<b>12</b>	<b>Debt Service Fund</b>	
3115	1/15/2019	First Midwest Bank 520	33,374.22
TOTAL:			<u>33,374.22</u>
GRAND TOTAL:			<u>308,745.99</u>

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Dennis Vice

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Floyd Combes

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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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Lisa Butler

\_\_\_\_\_  
Fran Tutor

**Approved: January 15, 2019**

**City of Wilmington**  
**Collector's Report of Deposits Other Than Taxes**  
**For the Month Ended November 30, 2018**

**GENERAL CORPORATE**

BUSINESS REGISTRATION FEE	20
ECONOMIC DEVELOPMENT FEE	583
CONTRACTOR'S REGISTRATION FEE	1,100
OPERATING LICENSES - MISC	-
OVERWEIGHT TRUCK PERMITS	820
LIQUOR LICENSES	350
OTHER MISC. REIMBURSEMENTS	7,122
HEALTH INSURANCE REIMBURSEMENTS	7,643
OTHER MISC. INCOME	3,287
DEVELOPERS REIMBURSEMENTS	18,189

**BUILDING**

BUILDING PERMIT FEES	2,245
BUILDING PERMIT INSPECTION FEES	62
PLANNING & ZONING FEE	650

**POLICE**

CLERK OF CIRCUIT COURT FINES	3,387
ORDINANCE/MISC FINES	2,777
IMPOUNDMENT FINES	-
CAMERA GRANT	-
K-9 DONATIONS	-

GENERAL CORPORATE TOTAL 48,234

**WATER & SEWER**

WATER DIST SYSTEM TAP-ON FEES	-
WATER SYSTEM CAPACITY USER FEES	-
WATER METER PURCHASES	-
SEWER SYSTEM CAPACITY USER FEES	-
SEWER COLLECTION SYSTEM FEES	-
LATE FEES/PENALTIES	6,998
OTHER MISC. INCOME	502
OTHER REIMBURSEMENTS - W&S	1,269
UTILITY BILLING CASH RECEIPTS	317,993

WATER & SEWER TOTAL 326,761

**TOTAL MONTHLY RECEIPTS: 374,996**



<u>Fund</u>	<u>Description</u>	<u>YTD Balance Before Period</u>	<u>Revenues for Period</u>	<u>Expenses for Period</u>	<u>Year to Date Amount</u>
01	General Corporate Fund	470,598.11	260,534.76	355,540.83	375,592.04
02	Water Operating M & R Fund	131,671.80	125,001.71	96,510.29	160,163.22
03	Sewer Capital Project Fund	193,032.18	91,404.63	65,331.86	219,104.95
04	Sewer Operating M & R Fund	(28,821.97)	78,228.95	511,697.85	(462,290.87)
05	DFC Federal Grant Fund	0.00	17,166.07	17,166.07	0.00
06	Motor Fuel Tax Fund	76,045.25	19,193.29	243,520.80	(148,282.26)
07	ESDA Fund	1,152.46	28.67	5,170.70	(3,989.57)
12	Debt Service Fund	159,309.69	144,222.98	273,190.83	30,341.84
17	Water Capital Project Fund	118,078.07	33,344.11	10,051.66	141,370.52
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	6,660.00	240.00	0.00	6,900.00
24	Capital Project Fund	115,015.97	84,582.08	47,462.58	152,135.47
25	RidgePort TIF#2 Fund	2,403,023.84	4,409.77	8,882.50	2,398,551.11
Report Totals:		3,645,765.40	858,357.02	1,634,525.97	2,869,596.45

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
01	General Corporate Fund					
	Property Tax Revenue	1,181,956.00	11,135.89	1,158,073.27	23,882.73	2.02
	Taxes-State Per Capita Revenue	701,000.00	52,056.35	418,236.47	282,763.53	40.33
	Tax Revenue - Other	1,123,800.00	92,071.80	680,019.69	443,780.31	39.48
	Utility Taxes	515,000.00	37,418.78	305,115.00	209,885.00	40.75
	License Fees	88,000.00	2,873.13	39,015.91	48,984.09	55.66
	Building Fees	574,000.00	3,515.00	70,271.72	503,728.28	87.75
	Franchise Fee	78,000.00	19,059.45	57,300.21	20,699.79	26.53
	Fines and Court Fees	135,000.00	6,163.44	57,564.60	77,435.40	57.36
	Revenue from Bonds/Loans	300,000.00	0.00	129,965.00	170,035.00	56.67
	Rental Income	500.00	0.00	100.00	400.00	80.00
	Interest Income	8,000.00	1,611.42	8,827.63	(827.63)	(10.34)
	Grants - Misc.	14,960.00	0.00	0.00	14,960.00	100.00
	Special Use Revenue	3,000.00	0.00	0.00	3,000.00	100.00
	Developer Reimbursements	506,500.00	18,188.87	223,015.62	283,484.38	55.96
	Other Reimbursements	25,000.00	7,121.60	20,399.68	4,600.32	18.40
	Employee Ins Reimb.	57,000.00	7,643.37	32,970.98	24,029.02	42.15
	Other Misc. Income	92,000.00	1,675.66	84,070.30	7,929.70	8.61
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,403,716.00	260,534.76	3,284,946.08	2,118,769.92	39.20
	Salary Expense	2,052,500.00	149,208.58	1,076,830.73	975,669.27	47.53
	Police Commission Exp	16,000.00	870.00	3,897.35	12,102.65	75.64
	Employee Health & Life Insuran	348,000.00	528.00	160,858.85	187,141.15	53.77
	Retired Empl Health Ins/Dental	120,000.00	2,793.10	63,117.97	56,882.03	47.40
	Oper Supplies and Tools	40,000.00	1,684.68	13,120.80	26,879.20	67.19
	Gasoline, Oil & Tolls	61,000.00	5,255.46	32,951.23	28,048.77	45.98
	Office Supplies	14,900.00	410.39	2,690.18	12,209.82	81.94
	Training Expenses & Mileage	25,000.00	183.00	13,605.39	11,394.61	45.57
	Property, Equip & Liability Ins	335,000.00	11,030.00	66,180.00	268,820.00	80.24
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	102,000.00	6,654.57	41,923.32	60,076.68	58.89
	Notices/Legal Publications	5,800.00	16.50	395.50	5,404.50	93.18
	Consulting /Service Fees	415,500.00	675.25	49,193.61	366,306.39	88.16
	Other Professional Services	334,400.00	23,537.65	206,023.90	128,376.10	38.39
	Computer Maint. & Prog. Fees	49,200.00	4,771.80	31,322.66	17,877.34	36.33
	Dues, Subscrp. & Memberships	12,300.00	340.00	1,089.86	11,210.14	91.13
	Community Dev Expense	71,000.00	1,525.30	47,201.37	23,798.63	33.51
	Maintenance - Equipment	46,500.00	3,540.56	18,908.01	27,591.99	59.33
	Maintenance - Grounds/Building	153,000.00	7,061.03	90,802.97	62,197.03	40.65
	Vehicle Expenses	45,000.00	7,502.97	19,918.01	25,081.99	55.73
	Uniforms	30,000.00	1,767.60	15,647.10	14,352.90	47.84
	Rental of Equipment	8,500.00	230.00	920.00	7,580.00	89.17
	Utilities / Telephone Services	139,100.00	4,743.46	73,855.06	65,244.94	46.90
	Misc	158,000.00	233.82	86,889.71	71,110.29	45.00

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Expensed Equipment	24,242.00	1,301.76	15,378.56	8,863.44	36.56
	Leased Equipment	90,910.00	2,418.96	63,401.89	27,508.11	30.25
	Capital Equipment Purchases	406,000.00	96,491.00	193,342.77	212,657.23	52.37
	Transfers to Other Funds	132,000.00	0.00	0.00	132,000.00	100.00
	K-9 Program	7,000.00	239.40	620.01	6,379.99	91.14
	Payroll Tax/Pension Expenses	664,500.00	20,525.99	519,267.23	145,232.77	21.85
	EXPENSES Totals:	5,912,352.00	355,540.83	2,909,354.04	3,002,997.96	50.79
01	Totals:	(508,636.00)*	(95,006.07)*	375,592.04*	(884,228.04)*	173.84*
02	Water Operating M & R Fund					
	Garbage Collection Fees	470,000.00	37,731.79	265,591.52	204,408.48	43.49
	Utility Usage Fees	1,005,000.00	85,593.55	633,140.64	371,859.36	37.00
	Utility Base/DS Fees	0.00	0.00	0.00	0.00	0.00
	Meter Fees	16,000.00	0.00	5,049.00	10,951.00	68.44
	Utility Capacity Fees	30,000.00	0.00	4,400.00	25,600.00	85.33
	Interest Income	1,200.00	466.95	2,463.66	(1,263.66)	(105.30)
	Other Reimbursements	13,000.00	859.42	5,811.58	7,188.42	55.29
	Other Misc. Income	4,000.00	350.00	3,439.46	560.54	14.01
	Transfers From Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	REVENUE Totals:	1,639,200.00	125,001.71	919,895.86	719,304.14	43.88
	Salary Expense	421,503.00	29,606.04	216,311.03	205,191.97	48.68
	Employee Health & Life Insuran	98,000.00	58.40	42,001.74	55,998.26	57.14
	Oper Supplies and Tools	12,000.00	721.31	6,383.18	5,616.82	46.80
	Gasoline, Oil & Tolls	10,000.00	396.15	2,339.57	7,660.43	76.60
	Office Supplies	11,700.00	2,904.74	7,702.55	3,997.45	34.16
	Training Expenses & Mileage	4,000.00	209.00	209.00	3,791.00	94.77
	Property, Equip & Liability Ins	114,000.00	1,939.00	11,634.00	102,366.00	89.79
	Legal Services	5,000.00	0.00	666.25	4,333.75	86.67
	Notices/Legal Publications	1,500.00	0.00	902.00	598.00	39.86
	Consulting/Service Fees	8,500.00	732.46	5,005.97	3,494.03	41.10
	Other Professional Services	17,000.00	0.00	4,569.14	12,430.86	73.12
	Computer Maint. & Prog. Fees	14,500.00	1,219.63	7,235.34	7,264.66	50.10
	Dues, Subscrp. & Memberships	800.00	0.00	0.00	800.00	100.00
	Maintenance - Equipment	56,500.00	1,103.00	24,925.89	31,574.11	55.88
	Maintenance - Grounds/Building	29,500.00	2,106.12	14,403.93	15,096.07	51.17
	Vehicle Expenses	2,500.00	767.47	990.20	1,509.80	60.39
	Uniforms	2,000.00	0.00	134.95	1,865.05	93.25
	Rental of Equipment	13,000.00	0.00	0.00	13,000.00	100.00
	Utilities / Telephone Services	82,500.00	4,332.34	28,588.33	53,911.67	65.34
	Debt Service Bond Pymts	69,700.00	0.00	34,745.42	34,954.58	50.15
	Misc	22,500.00	0.00	0.00	22,500.00	100.00
	Expensed Equipment	1,000.00	0.00	416.33	583.67	58.36

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Leased Equipment	29,000.00	0.00	2,079.68	26,920.32	92.82
	Capital Equipment Purchases	8,000.00	0.00	0.00	8,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Chemical Treatment, Disposal	145,000.00	7,438.89	46,931.78	98,068.22	67.63
	Garbage Disposal Fee	470,000.00	37,894.46	263,871.04	206,128.96	43.85
	Payroll Tax/Pension Expenses	79,500.00	5,081.28	37,685.32	41,814.68	52.59
	EXPENSES Totals:	1,729,203.00	96,510.29	759,732.64	969,470.36	56.06
02	Totals:	(90,003.00)*	28,491.42*	160,163.22*	(250,166.22)*	277.95*
03	Sewer Capital Project Fund					
	Utility Usage Fees	43,000.00	3,249.46	25,142.38	17,857.62	41.52
	Utility Base/DS Fees	1,013,000.00	85,644.12	616,574.32	396,425.68	39.13
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp. Fees (TAP)	12,000.00	0.00	6,800.00	5,200.00	43.33
	Revenue from Bonds/Loans	1,000,000.00	0.00	0.00	1,000,000.00	100.00
	Rental Income	6,600.00	550.00	3,850.00	2,750.00	41.66
	Interest Income	7,000.00	1,961.05	12,292.97	(5,292.97)	(75.61)
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	24,000.00	0.00	26,697.00	(2,697.00)	(11.23)
	Transfers From Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	REVENUE Totals:	2,205,600.00	91,404.63	691,356.67	1,514,243.33	68.65
	Salary Expense	2,000.00	0.00	2,000.00	0.00	0.00
	Engineering Services	30,000.00	0.00	56,400.00	(26,400.00)	(88.00)
	Legal Services	5,000.00	0.00	0.00	5,000.00	100.00
	Other Professional Services	2,000.00	0.00	0.00	2,000.00	100.00
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Other Capital Projects	1,034,000.00	0.00	0.00	1,034,000.00	100.00
	Capital Equipment Purchases	25,500.00	0.00	16,000.00	9,500.00	37.25
	Construction Projects	50,000.00	65,331.86	97,851.72	(47,851.72)	(95.70)
	Transfers to Other Funds	903,000.00	0.00	300,000.00	603,000.00	66.77
	EXPENSES Totals:	2,071,500.00	65,331.86	472,251.72	1,599,248.28	77.20
03	Totals:	134,100.00*	26,072.77*	219,104.95*	(85,004.95)*	(63.38)*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	900,000.00	77,819.75	556,298.41	343,701.59	38.18
	Utility Base/DS Fees	0.00	0.00	(0.00)	0.00	0.00
	Utility Capacity Fees	100,000.00	0.00	15,750.00	84,250.00	84.25
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	16,000.00	409.20	4,351.28	11,648.72	72.80
	Other Misc. Income	0.00	0.00	564.45	(564.45)	0.00
	Transfers From Other Funds	903,000.00	0.00	300,000.00	603,000.00	66.77

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	REVENUE Totals:	1,919,000.00	78,228.95	876,964.14	1,042,035.86	54.30
	Salary Expense	356,000.00	24,911.53	183,814.55	172,185.45	48.36
	Employee Health & Life Insuran	90,000.00	37.08	37,668.76	52,331.24	58.14
	Oper Supplies and Tools	17,000.00	1,524.08	7,536.57	9,463.43	55.66
	Gasoline, Oil & Tolls	6,000.00	3,882.33	6,104.32	(104.32)	(1.73)
	Office Supplies	14,500.00	1,160.15	7,215.45	7,284.55	50.23
	Training Expenses & Mileage	12,500.00	213.00	923.11	11,576.89	92.61
	Property, Equip & Liability Ins	99,000.00	1,520.00	9,120.00	89,880.00	90.78
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	5,000.00	0.00	820.00	4,180.00	83.60
	Notices/Legal Publications	800.00	0.00	264.00	536.00	67.00
	Consulting /Service Fees	9,000.00	732.46	5,005.98	3,994.02	44.37
	Other Professional Services	30,000.00	0.00	15,420.00	14,580.00	48.60
	Computer Maint. & Prog. Fees	16,000.00	1,075.65	6,773.41	9,226.59	57.66
	Dues, Subscrp. & Memberships	1,200.00	0.00	738.60	461.40	38.45
	Maintenance - Equipment	58,500.00	2,371.73	21,095.45	37,404.55	63.93
	Maintenance - Grounds/Building	53,500.00	3,188.42	18,131.23	35,368.77	66.11
	Vehicle Expenses	8,500.00	7.03	7.03	8,492.97	99.91
	Uniforms	3,500.00	502.97	652.97	2,847.03	81.34
	Rental of Equipment	8,000.00	0.00	0.00	8,000.00	100.00
	Utilities / Telephone Services	111,500.00	6,235.57	42,090.06	69,409.94	62.25
	Debt Service Bond Pymnts	903,000.00	451,056.86	902,113.72	886.28	0.09
	Misc	21,000.00	67.36	186.86	20,813.14	99.11
	Expensed Equipment	1,000.00	0.00	1,666.29	(666.29)	(66.62)
	Leased Equipment	3,000.00	0.00	1,083.00	1,917.00	63.90
	Capital Equipment Purchases	10,000.00	4,525.52	4,525.52	5,474.48	54.74
	Transfers to Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	Chemical Treatment, Disposal	95,000.00	4,395.26	34,663.76	60,336.24	63.51
	Payroll Tax/Pension Expenses	70,000.00	4,290.85	31,634.37	38,365.63	54.80
	EXPENSES Totals:	2,108,500.00	511,697.85	1,339,255.01	769,244.99	36.48
	04 Totals:	(189,500.00)*	(433,468.90)*	(462,290.87)*	272,790.87*	(143.95)*
05	DFC Federal Grant Fund					
	Grants - Federal	185,000.00	17,166.07	86,494.81	98,505.19	53.24
	REVENUE Totals:	185,000.00	17,166.07	86,494.81	98,505.19	53.24
	Misc	185,000.00	17,166.07	86,494.81	98,505.19	53.24
	EXPENSES Totals:	185,000.00	17,166.07	86,494.81	98,505.19	53.24
	05 Totals:	0.00*	0.00*	0.00*	(0.00)*	0.00*
06	Motor Fuel Tax Fund					

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Taxes-State Per Capita Revenue	147,000.00	13,713.45	85,877.13	61,122.87	41.58
	Interest Income	1,500.00	452.84	4,334.41	(2,834.41)	(188.96)
	Other Misc. Income	5,000.00	5,027.00	5,027.00	(27.00)	(0.54)
	REVENUE Totals:	153,500.00	19,193.29	95,238.54	58,261.46	37.95
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Road Construction Projects	10,000.00	0.00	0.00	10,000.00	100.00
	Road Repair Materials	329,000.00	243,520.80	243,520.80	85,479.20	25.98
	EXPENSES Totals:	344,000.00	243,520.80	243,520.80	100,479.20	29.20
	06 Totals:	(190,500.00)*	(224,327.51)*	(148,282.26)*	(42,217.74)*	22.16*
07	ESDA Fund					
	Property Tax Revenue	3,000.00	28.67	2,961.30	38.70	1.29
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Grants - State- Other	6,000.00	0.00	30,500.00	(24,500.00)	(408.33)
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	500.00	0.00	276.74	223.26	44.65
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	Transfers From Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	64,500.00	28.67	33,738.04	30,761.96	47.69
	Salary Expense	9,000.00	2,250.00	6,750.00	2,250.00	25.00
	Oper Supplies and Tools	12,000.00	202.38	2,449.89	9,550.11	79.58
	Gasoline, Oil & Tolls	4,000.00	224.78	2,168.47	1,831.53	45.78
	Office Supplies	950.00	0.00	560.93	389.07	40.95
	Training Expenses & Mileage	4,000.00	0.00	700.00	3,300.00	82.50
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,500.00	(94.55)	1,292.35	5,207.65	80.11
	Dues, Subscrip. & Memberships	700.00	0.00	83.95	616.05	88.00
	Maintenance - Equipment	6,500.00	0.00	1,603.31	4,896.69	75.33
	Vehicle Expenses	4,000.00	127.95	1,217.99	2,782.01	69.55
	Utilities / Telephone Services	11,500.00	635.13	6,284.79	5,215.21	45.35
	Misc	6,500.00	0.00	15.85	6,484.15	99.75
	Expensed Equipment	1,500.00	0.00	0.00	1,500.00	100.00
	Leased Equipment	23,000.00	1,825.01	14,600.08	8,399.92	36.52
	Capital Equipment Purchases	6,000.00	0.00	0.00	6,000.00	100.00
	Transfers to Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	EXPENSES Totals:	101,350.00	5,170.70	37,727.61	63,622.39	62.77
	07 Totals:	(36,850.00)*	(5,142.03)*	(3,989.57)*	(32,860.43)*	89.17*
12	Debt Service Fund					
	Property Tax Revenue	146,067.00	1,389.87	143,553.90	2,513.10	1.72

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Deer Ridge SSA Repayments	33,000.00	2,604.70	22,427.60	10,572.40	32.03
	Revenue from Bonds/Loans	140,000.00	140,000.00	140,000.00	0.00	0.00
	Interest Income	1,500.00	228.41	2,457.42	(957.42)	(63.82)
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	6,800.00	0.00	0.00	6,800.00	100.00
	REVENUE Totals:	327,367.00	144,222.98	308,438.92	18,928.08	5.78
	Consulting /Service Fees	6,000.00	490.00	490.00	5,510.00	91.83
	Debt Service Bond Pymts	312,000.00	272,700.83	277,607.08	34,392.92	11.02
	Misc	6,000.00	0.00	0.00	6,000.00	100.00
	Transfers to Other Funds	10,000.00	0.00	0.00	10,000.00	100.00
	EXPENSES Totals:	334,000.00	273,190.83	278,097.08	55,902.92	16.73
12	Totals:	(6,633.00)*	(128,967.85)*	30,341.84*	(36,974.84)*	557.43*
17	Water Capital Project Fund					
	Utility Usage Fees	37,000.00	2,833.46	22,566.04	14,433.96	39.01
	Utility Base/DS Fees	260,000.00	22,101.55	163,026.46	96,973.54	37.29
	Meter Replacement Fees	76,500.00	6,395.56	44,891.10	31,608.90	41.31
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp. Fees (TAP)	4,000.00	0.00	2,800.00	1,200.00	30.00
	Revenue from Bonds/Loans	300,000.00	0.00	0.00	300,000.00	100.00
	Rental Income	6,600.00	550.00	3,850.00	2,750.00	41.66
	Interest Income	5,000.00	1,463.54	8,761.27	(3,761.27)	(75.22)
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	689,100.00	33,344.11	245,894.87	443,205.13	64.31
	Salary Expense	6,000.00	0.00	6,000.00	0.00	0.00
	Legal Services	5,000.00	0.00	256.25	4,743.75	94.87
	Consulting /Service Fees	35,000.00	0.00	15,450.00	19,550.00	55.85
	Other Professional Services	0.00	0.00	0.00	0.00	0.00
	Maintenance - Equipment	110,000.00	2,413.98	29,917.73	80,082.27	72.80
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	408,000.00	0.00	45,262.69	362,737.31	88.90
	Capital Equipment Purchases	22,000.00	7,637.68	7,637.68	14,362.32	65.28
	Transfers to Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	EXPENSES Totals:	696,000.00	10,051.66	104,524.35	591,475.65	84.98
17	Totals:	(6,900.00)*	23,292.45*	141,370.52*	(148,270.52)*	2,148.84*
20	Building Deposit Holding Acct					
	Interest Income	0.00	0.00	0.00	0.00	0.00

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	15,000.00	0.00	0.00	15,000.00	100.00
	Misc	1,000.00	0.00	0.00	1,000.00	100.00
	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					
	Fines and Court Fees	15,000.00	240.00	1,900.00	13,100.00	87.33
	Transfers From Other Funds	20,000.00	0.00	5,000.00	15,000.00	75.00
	REVENUE Totals:	35,000.00	240.00	6,900.00	28,100.00	80.28
	MEF FUND Purchases	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	0.00	0.00	0.00	0.00	0.00
	21 Totals:	35,000.00*	240.00*	6,900.00*	28,100.00*	80.28*
24	Capital Project Fund					
	Revenue from Bonds/Loans	10,000.00	0.00	0.00	10,000.00	100.00
	Interest Income	3,000.00	662.71	3,939.61	(939.61)	(31.32)
	Grants- State IDOT/EDP	3,824,000.00	66,022.37	187,179.31	3,636,820.69	95.10
	Grants - State- Other	52,000.00	0.00	0.00	52,000.00	100.00
	Grants - Misc.	101,500.00	0.00	0.00	101,500.00	100.00
	Developer Reimbursements	301,000.00	0.00	0.00	301,000.00	100.00
	Other Reimbursements	331,000.00	0.00	0.00	331,000.00	100.00
	Other Misc. Income	60,000.00	17,897.00	76,531.50	(16,531.50)	(27.55)
	Transfers From Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	4,732,500.00	84,582.08	267,650.42	4,464,849.58	94.34
	Consulting /Service Fees	500.00	0.00	0.00	500.00	100.00
	Other Professional Services	50,000.00	580.00	2,610.00	47,390.00	94.78
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	391,000.00	0.00	0.00	391,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	4,430,000.00	46,882.58	112,904.95	4,317,095.05	97.45
	Bridge Cap Projects	73,000.00	0.00	0.00	73,000.00	100.00
	EXPENSES Totals:	4,954,500.00	47,462.58	115,514.95	4,838,985.05	97.66



<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
24	Totals:	(222,000.00)*	37,119.50*	152,135.47*	(374,135.47)*	168.52*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	4,910,000.00	0.00	4,700,446.80	209,553.20	4.26
	Interest Income	15,000.00	4,409.77	15,544.65	(544.65)	(3.63)
	REVENUE Totals:	4,925,000.00	4,409.77	4,715,991.45	209,008.55	4.24
	Other Professional Services	50,000.00	8,882.50	50,204.93	(204.93)	(0.41)
	Community Dev Expense	4,890,000.00	0.00	2,267,235.41	2,622,764.59	53.63
	EXPENSES Totals:	4,940,000.00	8,882.50	2,317,440.34	2,622,559.66	53.08
25	Totals:	(15,000.00)*	(4,472.73)*	2,398,551.11*	(2,413,551.11)*	16,090.34*
	REVENUE TOTAL	22,279,483.00**	858,357.02**	11,533,509.80**		
	EXPENSE TOTAL	23,407,405.00**	1,634,525.97**	8,663,913.35**		
	GRAND TOTAL	(1,127,922.00)**	(776,168.95)**	2,869,596.45**		

**ORDINANCE NO. 19-01-15-01**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT AND THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 212 N. WATER STREET, WILMINGTON, ILLINOIS 60481**

WHEREAS, pursuant to the provisions of Section 11-61-3, Section 11-71-1, and Section 11-76.1-1 of Article 11 of the Illinois Municipal Code, the City is authorized to purchase real property for public purposes including for the purpose of creating a parking facility; and

WHEREAS, the Mayor and Aldermen (“Corporate Authorities”) deem it advisable and necessary for the health, safety, and welfare of the residents of the City of Wilmington (“City”) to provide for the purchase of certain property known as 212 N. Water Street, Wilmington, Illinois 60481, more specifically described in Exhibit A (“Property”); and

WHEREAS, the City agrees to purchase the Property and Grundy Bank, as Trustee under the provisions of a Trust Agreement dated July 17, 2013 and known as Trust Number 1493 (“Seller”) agrees to sell the Property for the sum of Forty Thousand and 00/100 Dollars (\$40,000.00);

WHEREAS, the City intends to purchase and use the Property to provide public parking to the downtown business district; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS STATUTORY AND OTHER POWERS AS FOLLOWS AS FOLLOWS:**

**SECTION 1. RECITALS INCORPORATED**

The foregoing recitals are incorporated herein as findings of the corporate authorities.

**SECTION 2. PURCHASE AND CONVEYANCE.**

The City of Wilmington is authorized to purchase from Seller the property described in Exhibit A to for the sum of Forty Thousand and 00/100 Dollars (\$40,000.00). The Real Estate Sales Contract attached hereto as Exhibit B, which sets forth the general terms of the purchase and sale for said Property is hereby approved and accepted subject to any attorney modifications.

**SECTION 3. AUTHORIZATION**

The Mayor and the City Administrator are authorized and directed to execute such documents as are required to satisfy the intent of this Ordinance and that is necessary to consummate the real estate closing for the purchase of the Property.

**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: REPEALER**

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

**SECTION 6: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law, specifically after the ordinance is published in one or more newspapers published in the City of Wilmington, or if no newspaper is published therein, then in one or more newspapers with a general circulation within the City of Wilmington, at least twice within thirty (30) days after this ordinance is passed and approved.

PASSED this 15<sup>th</sup> day of January, 2019 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Dennis Vice	_____	Floyd Combes	_____
Fran Tutor	_____	Lisa Butler	_____
Steve Evans	_____	Frank Studer	_____

Approved this 15<sup>th</sup> day of January, 2019

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

Attest:

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



**EXHIBIT A**

**PROPERTY**

**Common Address**

212 N Water St, Wilmington, IL 60481

**Parcel Identification Number**

P.I.N.: 03-17-25-312-003-0000

**Legal Description**

LOT 3, IN BLOCK 5, IN WILMINGTON IN SECTION 36, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

## **EXHIBIT B**

### **PURCHASE AND SALE CONTRACT FOR 212 N. Water Street**

THIS PURCHASE AND SALE CONTRACT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined) by and between the Grundy Bank, as Trustee under the provisions of a Trust Agreement dated July 17, 2013 and known as Trust Number 1493 (hereinafter "**Seller**"), and the City of Wilmington, an Illinois municipal corporation, (hereinafter "**Purchaser**").

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

#### **Section 1. Certain Definitions.**

For purposes of this Agreement, when used herein the following terms shall have the meaning ascribed to them as set forth below.

1.1 **Effective Date:** The date that this Agreement is executed by the Seller and has been approved by a majority vote of the Village Board and executed by the Village President and attested to by the Village Clerk. ("Effective Date").

1.2 **Earnest Money:** Upon execution of this Agreement, Purchaser shall deposit in an earnest money escrow ("Earnest Money Escrow") with Title Insurer (as hereinafter defined), as escrowee ("Escrowee"), the sum of Two Thousand Dollars (\$2,000.00) no later than five (5) business days after the Effective Date. The Earnest Money shall be held pursuant to Escrowee's standard form of earnest money escrow agreement. After the expiration of the Feasibility Period, as defined below, the Earnest Money is non-refundable, except in the event of a default by Seller, in which case the Earnest Money shall be fully refunded to the Purchaser pursuant to Paragraph 13 herein. This Earnest Money shall be applied against the Purchase Price on the Closing Date.

1.3 **Property:** The property commonly known as 212 N Water St, Wilmington, IL 60481 P.I.N.: 03-17-25-312-003-0000 ("Property") and more particularly described in the attached **Exhibit "A"**.

#### **Section 2. Purchase Price.**

2.1 Purchaser hereby agrees to purchase and the Seller hereby agrees to sell for the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) the real estate described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable general warranty deed with release of homestead rights, subject only to; (a) covenants, conditions and restrictions of record; (b) public, and utility easements, if any, (c) roads and highways, if any; (d) general real estate taxes for the year 2018 and subsequent years.

3.2 The Purchaser shall receive a credit at closing for all monies paid to Seller prior to the time of closing. The Purchaser shall pay the remainder of the Purchase Price to the Seller on the closing date in cash or by certified or bank cashier's check

### **Section 3. Closing**

3.1 The closing of the purchase and sale of the Property shall be effected through an escrow with the Escrowee. Delivery of the deed and any other documents and payment of any unpaid portion of the Purchase Price for the Property shall be effected through such escrow. The terms of such escrow shall be pursuant to an escrow agreement in customary form utilized by the Title Company modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne equally by Purchaser and Seller. This Agreement shall not be merged into the escrow agreement, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto.

3.2 Purchaser shall be entitled to an inspection 48 hours prior to closing to determine that the Property is in the same condition as of the date hereof. If at the time of Purchaser's inspection, the Property is not in the same or substantially the same condition, the Purchaser shall have the option of declaring this Real Estate Agreement null and void and receiving the return of all the Earnest Money paid plus interest earned thereof or of receiving a credit at closing for the cost of repairing or replacing any unacceptable items.

3.3 Also, closing shall take place at the office of \_\_\_\_\_, Illinois. Closing shall take place thirty (30) days after the expiration of the Feasibility Period or at a time mutually agreeable to both parties.

### **Section 4. Survey**

4.1 At Seller's sole cost and expense, Seller shall obtain an ALTA survey of the Property dated no more than six (6) months prior to the Effective Date. Seller agrees to provide Purchaser with a stamped sealed survey within twenty-one (21) days from the Effective Date.

4.2 The above-referenced Survey shall be prepared by a surveyor approved by the Purchaser and in conformity with Class A Minimum Detail Requirements and Standards for Land Title Surveys of the American Land Title Association and American Congress on Surveying and Mapping, and such standards as are required by the Title Company as a condition to the removal of any survey exceptions from the Commitment, certified to Purchaser, its lender, if any, and the Title Company after the date hereof by a surveyor licensed by the State of Illinois.

### **Section 5. Title Commitment**

5.1 Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, within thirty (30) days from the Effective Date, a title commitment for American Land Title Association Owners Policy - 2006 and the underlying documents issued by a Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the

title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

5.2 If the title commitment discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to the Seller to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further actions of the parties.

## **Section 6. Feasibility Period**

6.1 Purchaser shall have thirty (30) days after the Effective date (“Feasibility Period”) to conduct and make such feasibility studies as Purchaser deems necessary, including but not limited to off-site utility availability, wetland delineation, endangered species studies, engineering studies, soil analysis, core drilling, environmental studies, zoning compatibility, noise abatement study and conduct any and all physical inspections of the property and the disclosure herein. Seller shall cooperate with Purchaser in making such inspections and allow Purchaser full access to the property for the purpose of such inspections.

6.2 Should Purchaser decide to terminate this Agreement for any reason at its sole discretion then Purchaser shall have the right, upon the Purchaser giving and the Seller receiving on or before 6:00 p.m. of the thirtieth (30<sup>th</sup>) day of the Feasibility Period written notice to terminate this Agreement, whereupon this Agreement will become null and void and of no further force and effect and the parties hereto shall have no further obligations to one another. The Earnest Money will then be refunded to Purchaser within two (2) business days.

6.3 In the event Sellers do not receive written notice of termination or written notice of an extension of this Agreement on or before 6:00pm of the thirtieth (30<sup>th</sup>) day of the Feasibility Period, the Earnest Money shall become non-refundable, except in the event of a breach by Seller.

## **Section 7. Seller’s Responsibilities**

7.1 Seller shall deliver to Purchaser the following at or prior to the Closing Date:

- a) General Warranty Deed subject to all conditions and exceptions contained in a commitment for title insurance and permitted herein;



- b) Affidavit of Title
- c) ALTA Statement;
- d) Closing Statement.
- e) Transfer Declaration. Executed Transfer Declarations for the State, County and Village, as applicable.
- f) Entity Transfer Certificate. Entity Transfer Certification confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- g) Its portion of the escrow fees charged by the Title Company as well as the costs of the title insurance policy, extended coverage and endorsements.
- h) Any and all other documents required to convey title.

7.2 Seller agrees to cooperate fully with Purchaser, Purchaser's agent, and any governmental entities regarding any possible zoning changes which are necessary or required for Purchaser's intended use of the property prior to closing.

7.3 Seller shall be responsible for payment of all State, County and municipal transfer taxes, if any, and its own attorney fees.

## **Section 8. Representations and Indemnifications of the Purchaser**

8.1 Purchaser hereby represents and warrants to Seller as follows:

Except as provided herein, that all costs and expenses associated with this transaction including but not limited to preparing soil tests and borings, preliminary engineering, topographical surveys, planning studies, and environmental studies shall be the sole responsibility of Purchaser. Seller shall not be obligated to pay any such costs or expenses and Purchaser shall hold Seller harmless and indemnify in regard thereto. All representations and covenants of the parties shall be deemed to be remade at closing and survive closing.

8.2 Purchaser shall pay the following costs:

- a) Its own attorneys' fees; and
- b) Its portion of the escrow fees charged by the Title Company.

## **Section 9. Affirmative Covenants of Seller**

9.1 Maintenance of Property. Seller shall maintain the Property free from waste and neglect and in good order and repair and shall not permit any claim, lien or encumbrance to be recorded against the Property without the Purchaser's prior written consent.

9.2 Insurance. From the date hereof to the Closing Date, Seller shall maintain or cause to be maintained liability, casualty and other insurance upon and in respect to the Property against such hazards and in accordance with the insurance presently maintained by Seller.

9.3 Change of Circumstance. Seller shall promptly inform Purchaser in writing of any material event which Seller reasonably believes materially affects its ownership or operation of the Property, whether or not insured against.

9.4 Contracts. Seller shall not enter into any agreement which will be an obligation affecting Purchaser or the Property subsequent to the date of Purchaser's possession without Purchaser's prior written consent.

9.5 Equipment and records. Prior to the Closing Date, Seller shall remove or cause to be removed any and all medical records and equipment located on the Property.

## **Section 10. Representations of the Seller**

10.1 Seller covenants and agrees with Purchaser that:

Before Closing, Seller shall pay in full all bills and invoices for labor, material and services which may cause a lien to be filed against the Property and provide proof of full payment as required by the Title Company.

10.2 In addition to the representations and warranties contained in other sections of the Agreement, Seller hereby makes the following representations and warranties as of the Effective Date and as of the Closing Date.

10.2.1 Seller owns the Property. This Agreement and all documents to be executed and delivered by Seller at Closing are duly executed and delivered, and are legal, valid, and binding obligations of Seller, and do not violate any provisions of any agreement to which Seller is a party or to which Seller is subject or any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body. No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate this transaction.

10.2.2 Seller has no knowledge of, and has received no notice of, (a) any threatened or pending litigation or proceeding by any organization, person, or governmental agency against Seller with respect to the Property or against the Property, (b) any violation of the Property's compliance with any ordinances, zoning ordinances or any other statutes, ordinances, laws, rules or regulations affecting the Property, (c) any proceedings that could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof, (d) any pending or threatened condemnation proceeding that would affect the Property, (e) any proceedings that could impose any requirement that the owner of the Property pay, directly or indirectly, any special fees, special assessments, taxes or contributions or incur any expenses or obligations in connection with the development of the Property or any portion thereof, other than any regular and nondiscriminatory local

real estate or school taxes assessed against the Property, (f) any proceedings that could cause an increase in the assessed value of the Property, or (g) any disputes regarding the boundary lines of the Property.

10.2.3 Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

10.2.4 Leases. There are no existing leases or other agreements with respect to the Property that will extend past the date of the Closing.

10.2.5 Environmental Matters. To the best of the Seller's knowledge and belief, but without independent investigation (a) no Hazardous Materials (as defined below) are or have been located on the Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Property; (b) no underground storage tanks are currently or have been located on the Property; (c) the Property is not or has never been used as a storage for waste or hazardous material; and (d) Seller has never used the Property in any manner which violated any environmental ordinances or regulations and the Seller has never been cited for any violation.

10.2.5.1 The term "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is: (a) defined as a "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law; (b) petroleum; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

10.3 No representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, be merged into the Deed, but shall survive closing for a period of twenty-four (24) months and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

## **Section 11. Environmental Indemnification**

Seller shall indemnify, defend and hold harmless the Purchaser, its employees, agents, and officers from any and all claims, liabilities, costs (including reasonable attorney's fees and expert witness' fees), and damages of whatsoever kind or nature, regardless of culpability, on account of any release, threatened release, storage, generation, transportation, reclamation, recycling or disposal of any Hazardous Material or any non-compliance with any Environmental Laws or Regulations in either case arising out of any use of the Property (other than by or through Purchaser) during the period owned by Seller. This indemnification shall require Seller to remediate at Seller's sole cost and expense any such release or threatened release of Hazardous Materials so required to be remediated by the State of Illinois, Environmental Protection Agency or any other governmental entity having jurisdiction thereof, and shall require Seller to comply with all federal, state and local statutes, rules, regulations, ordinances, orders and permits relating thereto. This Section shall survive the Closing.

## **Section 12. Prorations**

12.1 Real Estate Taxes. Prior to or concurrent with closing, Seller shall cause to be paid in full all real estate taxes for all prior years, due prior to closing, and all penalties and interest thereon. At closing, Purchaser shall receive a prorated credit for real estate taxes not yet due and owing, based upon the tax rate and assessed value contained in the most recently issued tax bill. Current general real estate taxes not yet due and payable shall be prorated at the time of closing based on one hundred five percent (105%) of the most recent ascertainable real estate tax bill. The proration shall be final.

## **Section 13. Default.**

13.1 Default by Seller. If Seller defaults in any way Purchaser may, as Purchaser's sole and exclusive remedies either (a) terminate this Agreement by written notice forwarded to Seller on or prior to the Closing Date, in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser and Seller shall pay to Purchaser all out of pocket expenses incurred by Purchaser in connection with this Agreement and its inspection of the Property, or (b) Purchaser may pursue any remedies available in law and in equity and if the Purchaser should prevail, the Seller shall be responsible for the Purchaser's reasonable attorney's fees, court costs and expert witness fees. Should Purchaser seek a particular remedy, Purchaser shall not be precluded from pursuing any other remedies.

13.2 Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Property, then Seller's sole and exclusive remedy (and in lieu of any other remedy, legal or equitable in nature) shall be to terminate this Agreement and receive the Earnest Money and all interest as liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such damages. Seller shall have no other remedy for any default by Purchaser.

## **Section 14. Miscellaneous**

14.1 This Agreement (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Agreement has no force or effect. No variation, modification, or

change to this Agreement binds either party unless set forth in a document signed by both parties or their duly authorized agents, officers, or representatives.

14.2 This Agreement inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. The Seller may assign its rights or obligations under this Agreement without the Purchaser's consent, or notice so long as the Assignee agrees to be bound by the terms and conditions of this Agreement. The Purchaser may also transfer this Agreement without Seller's consent.

14.3 Time is of the essence in this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

14.4 If, prior to Closing, the Property becomes subject to a taking by virtue of eminent domain to any extent whatsoever Seller shall immediately notify Purchaser of such fact. In such event, Purchaser may, in Purchaser's sole discretion, either (a) terminate this Agreement and receive back the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except for those that expressly survive termination, or (b) proceed with the Closing of the transaction, in which event Seller shall assign to Purchaser all condemnation proceeds available as a result of such destruction or taking and shall pay to Purchaser the amount of any applicable deductible or co-insurance maintained by Seller.

14.5 LIKE-KIND EXCHANGE. If either party desires to exchange, for other property of like-kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the property which is the subject of this Agreement, such party expressly reserves the right to assign his rights, but not his obligations hereunder, to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) on or before the closing date. In such event, the other party shall, at no expense to such party, execute customary exchange documents, notices and assignments to effectuate such exchange.

14.6 The captions beside the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

14.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The obligations under the terms of the Agreement are performable in Will County, Illinois, and any and all payments under the terms of the Agreement are to be made in Will County, Illinois. Any dispute involving this Agreement shall be resolved and venue in the Circuit Court of Will County, Illinois.

14.8 If any provision in this Agreement is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14.9 Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against

the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

14.10 Notices. Any notice under this Agreement must be written. Notices must be either (a) hand-delivered to the address set forth below for the recipient; or (b) placed in the United States postal service mailbox and sent certified mail, return receipt requested, addressed to the recipient as specified below; (c) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (d) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

14.10.1 Seller's address for all purposes under this Agreement is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

with copies to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ph \_\_\_\_\_

14.10.2 Purchaser's address for all purposes under this Agreement is:

Attention: City of Wilmington  
Roy Strong – Mayor  
City of Wilmington  
1165 S. Water Street  
Wilmington, IL 60481

Telephone: 815-476-2175

with a copy to:

Attention: Jean A. Kenol  
Mahoney, Silverman & Cross, LLC.  
822 Infantry Drive, Suite 100  
Joliet, IL 60435

Telephone: (815)730-9500  
Fax: (815)730-9598  
Email: [jkenol@msclawfirm.com](mailto:jkenol@msclawfirm.com)

14.11 Prior to the Closing Date, both parties shall maintain in confidence the terms and conditions of the transaction proposed herein, as well as the identity of the parties hereto and any other aspect relating to this Agreement to the extent allowable by law.

14.12 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. Counterparts of this Agreement may be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however that if counterparts are so executed by facsimile machines, then upon request of either party original signatures will be exchanged promptly thereafter.

14.13 The provisions of this **Section 14** shall survive Closing.

**Section 15. Exhibits.** The following exhibits are incorporated herein:

Exhibit A: Legal Description

*{signature page to follow}*

EXECUTED as of the Effective Date.

**SELLER**

Grundy Bank, as Trustee under the provisions of  
a Trust Agreement dated July 17, 2013 and  
known as Trust Number 1493

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

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

**PURCHASER**

City of Wilmington

**BY:** \_\_\_\_\_  
It's authorized agent

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



EXHIBIT A  
LEGAL DESCRIPTION

LOT 3, IN BLOCK 5, IN WILMINGTON IN SECTION 36, TOWNSHIP 33 NORTH, RANGE  
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**ORDINANCE NO. 19-01-15-02**

**AN ORDINANCE AMENDING CHAPTER 112 OF THE WILMINGTON CODE OF ORDINANCES ADDING DEFINITIONS AND CLASSES OF LIQUOR LICENSES FOR BREW PUB AND CRAFT BREWERY AND ADDING ONE CLASS A LICENSE**

**WHEREAS**, the City of Wilmington (hereinafter “City”) is an Illinois municipal corporation; and

**WHEREAS**, Section 4-1 of the Illinois Liquor Control Act confers the power to the City of Wilmington by general ordinance or resolution to determine the number, kind and classification of licenses, for sale at retail of alcoholic liquor not inconsistent with this Act, 235 ILCS 5/4-1;

**WHEREAS**, the Mayor as the Liquor Control Commissioner and City Council of the City of Wilmington have determined that it is to create a new class of liquor license, I- series, to allow the retail sale and manufacture of alcoholic beverages for both on-site consumption and off-site consumption at Brew Pub and Craft Brewery which will also promote economic development in downtown Wilmington and increase tax revenues for the City; and

**NOW, THEREFORE**, be it ordained by the Mayor and the City Council of Wilmington, Will County, Illinois, as follows:

**SECTION 1: ORDINANCE AMENDMENT TO CHAPTER 112.02**

Chapter 112.02 of the Wilmington Municipal Code is hereby amended by adding the following underlined words:

**112.02 DEFINITIONS.**

For purposes of this chapter the following words and phrases shall have the following meanings ascribed to them respectively:

- A. ***ALCOHOLIC LIQUOR.*** Any alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this chapter shall not apply to alcohol used in the manufacture of denatured alcohol produced in accordance with Acts of Congress and regulations promulgated thereunder, nor to any liquid or solid containing one-half of one percent, or less, of alcohol by volume.
- B. ***BEER.*** A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.
- C. ***BREW PUB.*** A full-service restaurant where beer is brewed or manufactured and stored at the licensed establishment in a quantity not exceeding those prescribed for a brew pub by the Illinois Liquor Control Act of 1934 (235 ILCS 5/1 et seq.) for sale to importing distributors, distributors, and to non-licensees for use and consumption only, and retail sale of manufactured or brewed beer from the licensed premises, provided that sale for off-premises consumption shall not exceed the quantity prescribed by the Illinois Liquor

Control Act for a brew pub.

- D. **CRAFT BEER.** Any beer made by a brewer that meets all of the following requirements:
- (1) The brewer's annual production of beer is less than six million barrels a year.
  - (2) Less than 25% of the craft brewery is owned or controlled (or equivalent economic interest) by an alcohol industry member that is not itself a craft brewer.
  - (3) The brewer has a majority of its total beverage alcohol volume in beers whose flavor derives from traditional or innovative brewing ingredients and their fermentation.
  - (4) Is not a flavored malt beverage.
- E. **CRAFT BREWERY.** An establishment where beer is brewed or manufactured and stored on the licensed premises in quantities not exceeding those prescribed by the Illinois Liquor Control Act of 1934 (235 ILCS 5/1 et seq.) for a Craft Brewer's License. The establishment may include a tasting room where beer brewed or manufactured onsite is available for sampling and purchase.
- F. **ORIGINAL PACKAGE.** Any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container including growler, whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.
- G. **RESTAURANT.** Any place, used, maintained, advertised or held out to the public as a place where meals are served, and where meals are actually and regularly served, and in addition meet the following qualifications:
- (1) There is adequate and sanitary kitchen equipment and the food is prepared in a room separate from the dining room.
  - (2) There is an adequate and sanitary dining area, separate from the kitchen, where patrons and guests are seated at tables with chair seating only, or in booths.
  - (3) There are employees who prepare and cook food but do not serve it to patrons and guests.
  - (4) There are employees who serve food to patrons and guests, but who do not prepare or cook food.
  - (5) The sale of any alcoholic liquor is only an incidental part of the operation of such restaurant and the proceeds from the sale of alcoholic liquor do not exceed one-third of the gross income or revenue from all restaurant proceeds.
  - (6) There is no bar for serving alcoholic liquor, but only a service bar where a waitress or employee may pick up alcoholic liquor to be served at tables or in booths.
  - (7) The menu at all times will provide a variety of "full course" meals as opposed to a "sandwich shop" or "fast food" type of business. A "full course" meal is defined as one where soup, salad, entree, and dessert are listed and sold on the menu as a complete meal.
  - (8) Alcoholic liquor can only be sold with a meal and served in glasses for consumption on the premises.
  - (9) No drive-up or drive-through food sales are made or provided.
  - (10) No alcoholic liquor is sold or served except in conformity with the hours provided for by ordinance for the sale of alcoholic liquor.

- H. **SALE.** Any transfer, exchange, or barter in any manner or by any means whatsoever for a consideration; including all sales made by any person whether principal proprietor, agent, servant, or employee.
- I. **SELL AT RETAIL** and **SALE AT RETAIL.** Sales for use and consumption and not for resale in any form
- J. **SPIRITS.** Any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.
- K. **TO SELL.** Includes soliciting or receiving an order, or keeping or exposing for sale and keeping with the intent to sell.
- L. **WINE.** Any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.

**SECTION 2: ORDINANCE AMENDMENT TO CHAPTER 112.06**

Chapter 112.06 of the Wilmington Municipal Code is hereby amended by adding the following underlined words to create a subparagraph for Class I liquor licenses:

**112.06 CLASSIFICATION OF LICENSES – FEES.**

...

**(9) Class I**

During authorized hours of business, Class I-1 or I-2 licensee may offer for onsite consumption samples of beer brewed or manufactured on the licensed premises by the licensee and permitted to be sold pursuant to this classification. Licensees shall not provide more than three (3) free samples; no single serving of beer shall exceed two (2) ounces. Said tasting shall be for the purpose of disseminating product information and education with consumption of beer being an incidental part of the presentation. Sampling shall be under the supervision of the license holder or duly authorized agent and be conducted in a manner which will confine the consumption on the licensed premises solely for the purpose of providing samples in connection with anticipated sales.

- (a) Class I-1 (Brew Pub) license shall authorize the manufacturing or brewing and storage of beer on the licensed premises for sale to importing distributors, distributors, and to non-licensees for use and consumption only, the retail sale of alcoholic liquor for consumption on the premises and in the original package for consumption off the premises, the retail sale of beer brewed or manufactured on the licensed premises for consumption on the premises and in its original package for consumption off the premises, and shall include a full kitchen and such facility shall be properly licensed as a food service establishment. This class shall permit entertainment on the licensed premises and the licensee shall maintain in good standing a State of Illinois brew pub license as required and authorized under the Illinois Liquor Control Act (235 ILCS 5/1 et seq.), as

amended. The annual fee for a Class I-1 license shall be \$800, payable in two installments of \$400 each, the first installment of which shall be deposited with the application for a license and the second installment to be due and payable on May 1 or November 1, whichever occurs first.

(b) Class I-2 (Craft Brewery) license shall authorize the retail sale of beer or cider for consumption on the premises and also authorize the retail sale of beer or cider in its original package for consumption off the premises, and may include a full kitchen provided such facility is properly licensed as a food service establishment. The licensee shall maintain in good standing a State of Illinois Class 1 Brewer or Class 2 Brewer license authorized under the Illinois Liquor Control Act (235 ILCS 5/1 et seq.), as amended. The annual fee for a Class I-2 license shall be \$450, payable in two installments of \$225 each, the first installment of which shall be deposited with the application for a license and the second installment to be due and payable on May 1 or November 1, whichever occurs first.

**SECTION 3: ORDINANCE AMENDMENT TO CHAPTER 112.25**

Chapter 112.25 of the Wilmington Municipal Code is hereby amended by adding the following underlined words:

**112.25 NUMBER OF LIQUOR LICENSES AUTHORIZED.**

(A) There shall be available, for issuance by the Local Liquor Control Commissioner, the following number of licenses for each of the following classifications of liquor licenses:

<b>Classification</b>	<b>Maximum Number Authorized</b>
<u>Class A liquor license</u>	<u>7</u>
<u>Class A-1 license</u>	<u>1</u>
Class B license	4
Class B-1 licenses	4
Class C licenses	2
Class D licenses	4
Class D-1 licenses	3
Class E licenses	There is no limitation upon the number of Class E liquor licenses, but the issuance of this Class "E" license is entirely within the discretion of the liquor control commissioner.
Class F licenses	2
Class G licenses	1
Class H licenses	1

Class I-2 licenses

1

Class W Licenses

No more than two at any one time.

**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: REPEALER**

All ordinances, resolutions, orders, or parts thereof conflicting with any provisions of this ordinance are hereby repealed.

**SECTION 6: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from its passage and approval as provided by law.

PASSED this 15<sup>th</sup> day of January, 2019 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr. \_\_\_\_\_  
Dennis Vice \_\_\_\_\_  
Fran Tutor \_\_\_\_\_  
Steve Evans \_\_\_\_\_

Kevin Kirwin \_\_\_\_\_  
Floyd Combes \_\_\_\_\_  
Lisa Butler \_\_\_\_\_  
Frank Studer \_\_\_\_\_

Approved this 15<sup>th</sup> day of January, 2019

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

Attest:

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