



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

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
March 5, 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 February 19, 2019 Regular City Council Meeting**

**V. Mayor's Report**

1. Waste Management Spring Clean-Up is May 9, 2019
2. Waste Management Yard Waste Collection begins April 4, 2019
3. Tom Murray, Will County EMA EBRIDGE Presentation
4. Public Poll Results

**VI. Public Comment**

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

**VII. Planning & Zoning Commission**

1. Approve and Adopt the Official City of Wilmington 2019 Zoning Map

**Posting Date:  
3/1/2019 9:55 AM hh**

2. The next regular scheduled meeting is Thursday, April 4, 2019 at 5:00 p.m.

## **VIII. Committee Reports**

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

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

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

### **C. Police & ESDA Committee**

*Co-Chairs – Frank Studer & Fran Tutor*

1. Approve and Authorize the Wilmington Police Commission to seek and hire One Permanent Full-Time Police Officer to Replace the Officer Who Recently Resigned
2. The next scheduled meeting is Tuesday, March 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. 19-03-05-01 – An Ordinance Providing for a Supplemental Appropriation & Line Item Transfers for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019
3. Approve Ordinance No. 19-03-05-02 – An Ordinance Amending the City of Wilmington Public Safety Employees Benefit Act (PSEBA) Ordinance
4. Approve Ordinance No. 19-03-05-03 – 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

*Posting Date:  
3/1/2019 9:55 AM hh*

5. Agreement for the use of City Road between the City of Wilmington and Exxon Mobil Corporation

6. The next scheduled meeting is Tuesday, March 19, 2019 at 6:00 p.m.

**E. Ordinance & License Committee**  
*Co-Chairs – Lisa Butler & Floyd Combes*

1. The next scheduled meeting is Tuesday, March 12, 2019 at 6:00 p.m.

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

**IX. Attorney's Report**

**X. Executive Session**

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

**XI. Possible Action to be taken following the Executive Session**

**The next City Council meeting is Tuesday, March 19, 2019 at 7:00 p.m.**

*Posting Date:*  
*3/1/2019 9:55 AM hh*

*DRAFT*

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
Thursday, February 19, 2019**

**Call to Order**

The Regular Meeting of the Wilmington City Council on February 19, 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, Persic, Studer, Evans, Butler

**Aldermen Absent** Combes

**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, Police Chief Phillip Arnold

**Approval of Minutes**

Alderman Studer made a motion and Alderman Tutor seconded to approve the February 5, 2019 Regular City Council meeting minutes, as amended, and have them placed on file.

Upon roll call, the vote was:

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

**NAYS:** 0

**ABSENT:** 1 Combes

The motion carried.

**Mayor’s Report**

Alderman Kirwin made a motion and Alderman Tutor seconded to approve the Mayoral Appointment of James W. Studer as City Clerk, with a term expiring May 1, 2021

Upon roll call, the vote was:

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

**NAYS:** 0

**ABSENT:** 1 Combes

The motion carried.

*DRAFT*

Mayor Strong makes an announcement to consider amending the ordinance that regulates the operation of golf carts on City Streets to also include Utility Task Vehicles. Administrator Ziller is working on a Draft Ordinance that she will be sending over to the City Attorney to review for the next O & L meeting in March. The Mayor reviews and reminds the Aldermen of their duties and responsibilities to the City and that they should report to the City Administrator or the Mayor with any issues.

**Public Comment**

Jim Spinelle and JoAnne Quigley, from Wesley Township, would like to thank the Mayor and the City of Wilmington for helping out with the roads by Bruning School and the Wesley Township area.

**Planning & Zoning Commission**

Alderman Persic made a motion and Alderman Kirwin seconded to approve the Planning & Zoning Commission's recommendation to approve the Site Plan for VFW Post 5422 with the following Conditions: a) Final engineering and final planning review by the City Engineer and City Planner b) Submittal and City Staff review of a site landscaping plan c) Submittal and City Staff review of a site lighting plan d) Submittal and City Staff review of an easement to the City/Public over the sidewalk proposed along Baltimore Street e) Submittal and City Staff review of a signage plan f) Submittal and City Staff review of the materials for the proposed trash enclosure

Upon roll call, the vote was:

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

**NAYS:** 0

**ABSENT:** 1 Combes

The motion carried.

Rodney Tonelli lets the Council know that the VFW has addressed all the engineering concerns in the plan and have registered all their contractors and they are ready to break ground.

The next meeting is scheduled for Thursday, March 7, 2019 at 5:00 p.m.

**Committee Reports**

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

The next scheduled meeting is Wednesday, March 13, 2019 at 5:30 p.m.

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

The next scheduled meeting is Wednesday, March 13, 2019 at 6:00 p.m.

**Police & ESDA Committee**

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

***DRAFT***

**Finance, Administration & Land Acquisition Committee**

Alderman Studer made a motion and Alderman Tutor seconded to approve the Accounts Payable reports dated February 19, 2019 in the amount of \$ 421,960.83 and the Collector's Report for the Month Ended January 31, 2019 in the amount of \$ 387,005

Upon roll call, the vote was:

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

**NAYS:**     0

**ABSENT:** 1 Combes

The motion carried.

Ordinance No. 19-02-19-02 – 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 – The Council Tabled this Ordinance

Alderman Tutor made a motion and Alderman Evans seconded to approve the quote submitted by Zenner Performance Meters, Inc. for personnel assistance with the Water Meter Transmitter Replacement Program subject to a written contract after administrative and attorney review including provisions consistent with the quote and authorizing Mayor Strong to enter into the written contract

Upon roll call, the vote was:

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

**NAYS:**     0

**ABSENT:** 1 Combes

The motion carried.

The next scheduled meeting is Tuesday, February 19, 2019 at 6:00 p.m.

**Ordinance & License Committee**

Alderman Butler made a motion and Alderman Vice seconded to approve Ordinance No. 19-02-19-01 – An Ordinance Amending the Regulation of and Application for Small Wireless Facilities

Upon roll call, the vote was:

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

**NAYS:**     0

**ABSENT:** 1 Combes

The motion carried.

Attorney Wellner advises the Council that the City cannot ascetically regulate as much as the City would like to and it has to be non discriminatory in how we regulate the ascetics. The fallback is that we are regulating these facilities in the same way we would regulate any other construction in the rights of way. There are ascetic regulations in that Ordinance but it is very general and vague that it can't be a detriment to the appearance in that area.

The next scheduled meeting is Tuesday, March 12, 2019 at 6:00 p.m.

*DRAFT*

**Personnel & Collective Bargaining Committee**

Nothing at this time.

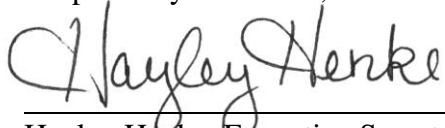
**Attorney's Report**

Nothing to report.

**Adjournment**

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman Butler. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on February 19, 2019 adjourned at 7:18 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Hayley Henke". The signature is written in a cursive style with a horizontal line underneath the name.

Hayley Henke, Executive Secretary



# City Wide Spring Pick Up May 9, 2019

**All items must be placed curbside by 6:00 a.m. on Thursday, May 9, 2019 for Waste Management pickup.**

The City's annual pick up program is for residents living in single-family homes or duplexes that are currently receiving City collection services.

Items to be picked up include: couches, chairs, tables, mattress, white goods (i.e. ranges, washers, dryers, appliances with Freon, water heaters), automobile tires (limit of 4 with no rims), carpet and padding (all carpet & padding must be cut into 4-foot lengths, rolled and secured with tape or sting not to exceed 50 lbs).

No pick-up for building materials, fencing, large car parts, engine oil, and yard waste. To make special arrangements for pick up of these items call Waste Management directly at 1-800-796-9696.

Anyone hauling items into the City will be considered dumping and will be fined.

For further information regarding spring pick-up, please contact Waste Management at 1-800-796-9696.

*As of January 1, 2012 the following items have been banned from disposal in Illinois: Televisions, Monitors, Printers, Computers (Desktops, Laptops, Notebooks, Tablets), Electronic Keyboards, Fax Machines, Videocassette Recorders, Portable Digital Music Players, DVD Players, DVD Recorders, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Cell Phones, Computer Cable, Portable Digital Assistants (PDAs) and Zip Drives. Please visit [www.willcountygreen.com](http://www.willcountygreen.com) for more information on ways to recycle these items properly.*





City of Wilmington Residents,

Waste Management will begin collecting yard waste materials (i.e. tree branches, leaves, grass clippings and brush) April 4, 2019. Yard waste is collected by Waste Management once per week on the same day as the refuse collection. All yard waste items placed out for collection by residents must be at the curb by 6:00 a.m.

Yard waste materials can be placed in kraft paper bags, which can be purchased at local retail stores. 96-gallon yard waste carts are available for rent from Waste Management by contacting the Customer Service Center at 1-800-796-9696.

Branches and brush must be cut into 4-foot lengths and bundled with string or twine. Each bundle must not exceed 50 lbs. Unbundled brush will not be collected. Whole trees and limbs greater than 4 inches in diameter and stumps are not included in the weekly pickup. Please note that sod, whole trees, stumps and dirt are not part of the weekly yard waste program.

This program runs until November 29, 2019.

# Will County Everbridge

## Branded as “Community Alert Network”

- No specific unit of government/logo on sign-up page
- Local government can use custom links

**COMMUNITY ALERT  
NETWORK**



# System Overview

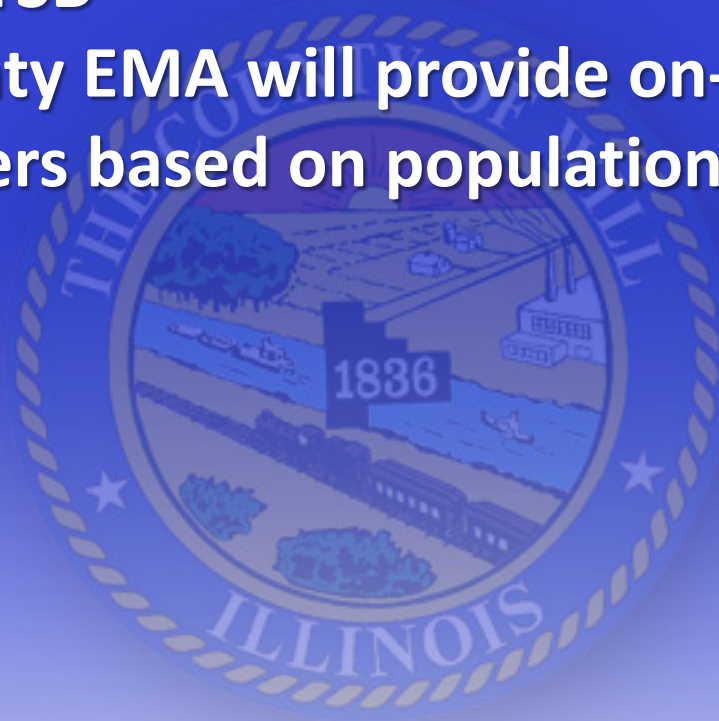
- Multiple methods to contact citizens (voice, SMS, email, app)
- White page telephone data already installed for emergency notification
- Citizens can opt-in for specific message types:
  - Announcements
  - Notices
  - Public Safety Non-Emergency Messages

# System Benefits

- Single sign up – multiple messages
- System allows for unlimited messaging
- Individual message reception choices
- Geographic message targeting
- Enhance emergency database with opt-in
- No client software needed. Only internet access required to initiate a message
- Custom message templates can be designed based on subject, discipline, etc.
- Permission based message origination

# System Implementation

- **Execute Memorandum of Agreement with Will County ETSB**
- **Will County EMA will provide on-site training**
- **Pricing tiers based on population**





# Contact Information

**Tom Murray**

**815-740-8392**

**[tmurray@willcountyillinois.com](mailto:tmurray@willcountyillinois.com)**

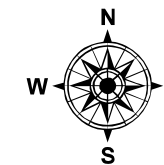


# CITY OF WILMINGTON

## 2019 ZONING MAP

### Legend

- |  |  |
|--|--|
| WILMINGTON CORPORATE LIMITS            | B1- NEIGHBORHOOD COMMERCIAL            |
| A1- AGRICULTURAL                       | B2- LIGHT COMMERCIAL                   |
| ER- ESTATE RESIDENTIAL                 | B2A- CENTRAL BUSINESS                  |
| GR- GENERAL RESIDENTIAL                | B3- GENERAL COMMERCIAL                 |
| R1- RESIDENTIAL SINGLE FAMILY          | I1- OFFICE, RESEARCH, LIGHT INDUSTRIAL |
| R2- RESIDENTIAL SINGLE FAMILY          | I2- LIGHT INDUSTRIAL                   |
| R3- RESIDENTIAL TWO FAMILY             | I3- HEAVY INDUSTRIAL                   |
| R4- RESIDENTIAL SINGLE FAMILY ATTACHED | I4- LARGE SCALE INDUSTRIAL             |
| R5- RESIDENTIAL, MULTI-FAMILY          | I5- LARGE SCALE PLANNED INDUSTRIAL     |
| RB- RESTRICTED BUSINESS                | OPEN SPACE- (NOT A ZONING DISTRICT)    |



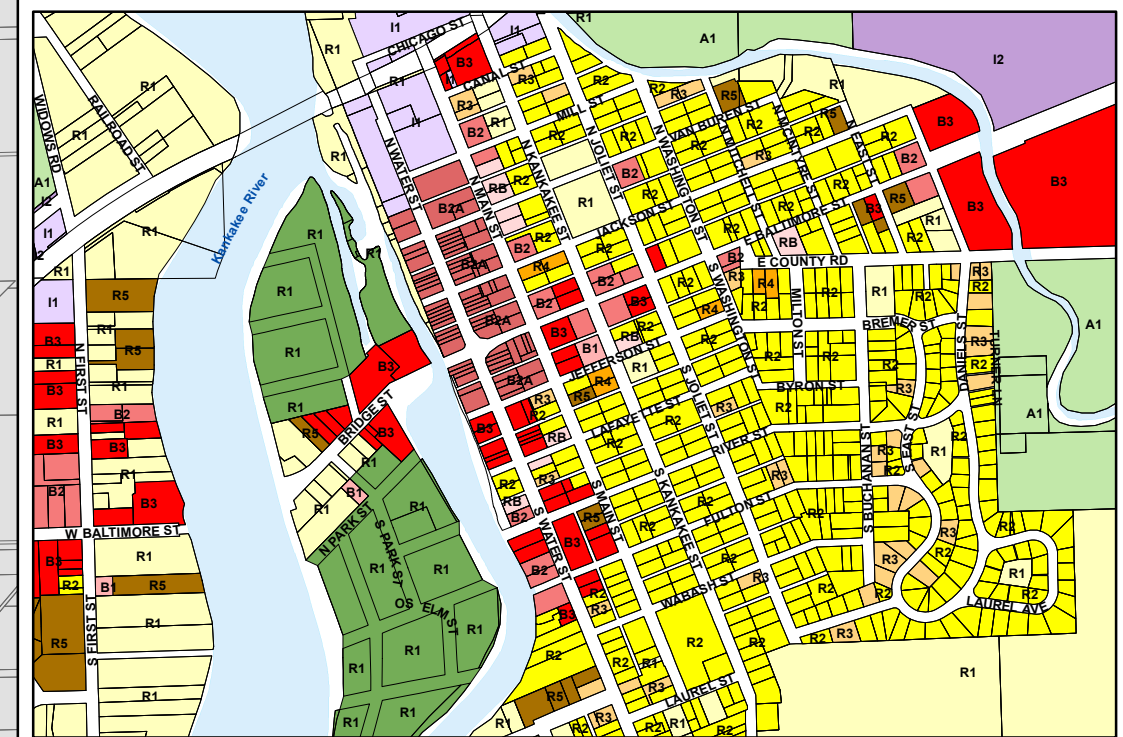
0 2,000 4,000 8,000



Feet  
1 inch = 4,000 feet

### INSET AREA

1 inch = 1,000 feet



PUBLISHED BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF WILMINGTON, ILLINOIS 60481  
Parcel boundaries are to be used only as a reference and may change without notice. True property boundaries are shown in official legal descriptions and plats on file with the Will County Recorder of Deeds.

The Data is provided without warranty or any representation of accuracy, timeliness, or completeness. It is the responsibility of the "Requester" to determine accuracy, timeliness, completeness, and appropriateness of its use. The City of Wilmington makes no warranties, expressed or implied, to the use of the Data. Parcel data provided by Will County GIS

Prepared For:



Prepared By:



**Ruettinger, Tonelli & Associates, Inc.**  
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants  
129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404  
PH. (815) 744-6600 FAX (815) 744-0101  
website: www.ruettingertonelli.com

PREPARED: 2/27/2019

# City of Wilmington

Check Register Meeting Date: March 5, 2019



Check#	Date	Vendor/Employee	Amount
		<b>General Corporate Fund</b>	
Fund	1		
0	2/28/2019	Paycor	141.43
0	3/1/2019	Payroll Sweep	78,032.57
20818	3/5/2019	APWA - Illinois Public Service Institute	695.00
20819	3/5/2019	AT&T Mobility	40.24
20820	3/5/2019	Blue Cross Blue Shield of Florida, Inc.	214.50
20821	3/5/2019	Blue Cross Blue Shield of Illinois	156.00
20822	3/5/2019	Blue Cross Medicare RX (PDP)	130.60
20823	3/5/2019	Blue Cross Medicare Rx (PDP)	130.60
20824	3/5/2019	Blue Cross Medicare Rx (PDP)	130.60
20825	3/5/2019	Blue Cross Medicare Rx (PDP)	130.60
20826	3/5/2019	Blue Cross MedicareRx (PDP)	144.90
20827	3/5/2019	Blue Cross MedicareRX (PDP)	130.60
20828	3/5/2019	BTI Tire & Alignment	35.00
20829	3/5/2019	Calibre Press	169.00
20830	3/5/2019	Camz Communications, Inc.	3,470.00
20831	3/5/2019	Cintas Corporation	765.46
20832	3/5/2019	ComEd	684.04
20833	3/5/2019	DTW Inc	156.25
20834	3/5/2019	EJ Equipment, Inc.	66.56
20835	3/5/2019	Emergency Medical Products, Inc.	144.27
20836	3/5/2019	First Tactical	123.61
20837	3/5/2019	Fleet Safety Supply	1,834.00
20838	3/5/2019	Florida Blue	155.90
20839	3/5/2019	Fort Dearborn Life Insurance	685.57
20840	3/5/2019	G W Communications	169.40
20841	3/5/2019	Glock Professional, Inc.	250.00
20842	3/5/2019	Grundy Supply	105.50
20843	3/5/2019	Healthcare Service Corp	28,110.98
20844	3/5/2019	Heritage FS, Inc.	835.12
20845	3/5/2019	Illinois Municipal League	675.00
20846	3/5/2019	Illinois Notary Discount Bonding Co.	53.95
20847	3/5/2019	Illinois Public Risk Fund	8,661.89
20848	3/5/2019	Illinois State Police	28.25
20849	3/5/2019	IVG Operating LLC	49.02
20850	3/5/2019	Joliet Junior College	1,495.00
20851	3/5/2019	Kankakee Truck Equipment, Inc.	1,288.80
20852	3/5/2019	MailFinance	221.19
20853	3/5/2019	Marlin Business Bank	366.00
20854	3/5/2019	William McCluskey	15.00



20855	3/5/2019	Meade, Inc.	816.12
20856	3/5/2019	Minit Mart, LLC	452.22
20857	3/5/2019	Municipal Clerks Of Illinois	55.00
20858	3/5/2019	Office Depot	129.35
20859	3/5/2019	Pierro Quality Electrical Cons., Inc.	304.00
20860	3/5/2019	Richard Quigley	375.00
20861	3/5/2019	Ray O Herron Inc	912.77
20862	3/5/2019	Sirchie Acquisition Company, LLC	132.37
20863	3/5/2019	Sistek Sales Inc	990.00
20864	3/5/2019	Staples Advantage	154.12
20865	3/5/2019	TransUnionsRisk&Alternative Data Solutions, Inc.	50.00
20866	3/5/2019	Uni Max Management Corp.	1,950.00
20867	3/5/2019	US Postal Service (Neopost Postage on Call)	250.00
20868	3/5/2019	Van-Mack Electric	2,699.69
20869	3/5/2019	Verizon Wireless	1,116.63
20870	3/5/2019	Will County Recorder	62.00
20871	3/5/2019	Winter Equipment Company Inc.	862.59

TOTAL: 142,004.26

<b>Fund</b>	<b>2</b>	<b>Water Operating M &amp; R Fund</b>	
0	2/28/2019	US Post Office	400.00
0	2/28/2019	JPMorgan Chase	133.00
0	2/28/2019	Misc Vendor	300.00
0	2/28/2019	US Post Office	147.25
0	3/1/2019	Payroll Sweep	16,988.02
10756	3/5/2019	Automatic Control Service	2,260.00
10757	3/5/2019	Ryan Blazek	941.87
10758	3/5/2019	ComEd	924.51
10759	3/5/2019	Core & Main LP	212.67
10760	3/5/2019	Cummins N Power LLC	1,758.81
10761	3/5/2019	DTW Inc	322.50
10762	3/5/2019	Dynegy Energy Services	3,854.84
10763	3/5/2019	Fort Dearborn Life Insurance	85.55
10764	3/5/2019	Ryan Foster	150.00
10765	3/5/2019	Grundy Supply	69.50
10766	3/5/2019	Hawkins, Inc.	1,222.20
10767	3/5/2019	Healthcare Service Corp	7,097.47
10768	3/5/2019	Illinois Public Risk Fund	2,010.22
10769	3/5/2019	Jack Henry & Associates, Inc.	92.30
10770	3/5/2019	Joliet Junior College	1,196.00
10772	3/5/2019	MailFinance	257.79
10775	3/5/2019	Nicor	3,608.68
10776	3/5/2019	Office Depot	32.98
10777	3/5/2019	PDC Labs Inc	616.43
10778	3/5/2019	Scientific Methods, Inc.	1,085.00
10780	3/5/2019	US Postal Service (Neopost Postage on Call)	375.00
10782	3/5/2019	Verizon Wireless	254.28

TOTAL: 46,396.87

<b>Fund</b>	<b>4</b>	<b>Sewer Operating M &amp; R Fund</b>	
0	2/28/2019	US Post Office	533.00
0	2/28/2019	US Post Office	147.25
0	3/1/2019	Payroll Sweep	14,114.36
10754	3/5/2019	American Water Works Assoc	83.00
10755	3/5/2019	Arro Laboratories Inc	25.00
10756	3/5/2019	Automatic Control Service	1,679.60
10758	3/5/2019	ComEd	447.76
10762	3/5/2019	Dynegy Energy Services	8,346.56
10763	3/5/2019	Fort Dearborn Life Insurance	89.00
10767	3/5/2019	Healthcare Service Corp	4,037.99
10768	3/5/2019	Illinois Public Risk Fund	1,604.89
10770	3/5/2019	Joliet Junior College	897.00
10771	3/5/2019	Joliet Technologies, LLC	640.00
10772	3/5/2019	MailFinance	257.79
10774	3/5/2019	Nicor	208.35
10776	3/5/2019	Office Depot	32.99
10779	3/5/2019	Steiner Electric Company	5,250.08
10780	3/5/2019	US Postal Service (Neopost Postage on Call)	375.00
10781	3/5/2019	USA Blue Book	2,319.52
10782	3/5/2019	Verizon Wireless	279.44
10783	3/5/2019	Vortex Technologies, Inc.	1,225.00
10784	3/5/2019	Waste Management Of Il SW	1,081.76
		TOTAL:	<u>43,675.34</u>

<b>Fund</b>	<b>5</b>	<b>DFC Federal Grant Fund</b>	
0	2/27/2019	Better Business Planning Inc.	2,553.40
1475	3/5/2019	G W Communications	55.00
1476	3/5/2019	Konica Minolta	325.48
1477	3/5/2019	Optimum Consulting Group, Inc.	2,900.00
1478	3/5/2019	Jeffrey Rogowski	100.00
1479	3/5/2019	Wilmington Chamber Of Commerce	100.00
1480	3/5/2019	Anita Young	383.47
		TOTAL:	<u>6,417.35</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
20817	3/5/2019	Air One Equipment Inc	823.63
20842	3/5/2019	Grundy Supply	70.50
20858	3/5/2019	Office Depot	323.29
20869	3/5/2019	Verizon Wireless	165.15
		TOTAL:	<u>1,382.57</u>

<b>Fund</b>	<b>17</b>	<b>Water Capital Project Fund</b>	
10773	3/5/2019	Midwest Meter Inc	8,634.59
		TOTAL:	<u>8,634.59</u>

**Fund**            **25**                                    **RidgePort TIF#2 Fund**  
1146            3/5/2019 Peckham Guyton Albers & Viets, In

87.50  
TOTAL: 87.50  
GRAND TOTAL: 248,598.48

\_\_\_\_\_  
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

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Fran Tutor

**Approved: March 5, 2019**

**ORDINANCE NO. 19-03-05-01**

**AN ORDINANCE PROVIDING FOR LINE ITEM TRANSFERS FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019**

WHEREAS, The City Council of the Wilmington passed Ordinance Number 18-07-03-01, adopted July 17, 2018, which was the annual Appropriation Ordinance for the Fiscal Year beginning May 1, 2018 and ending April 30, 2019; and

WHEREAS, the Mayor and City Council, since the passage of Ordinance 18-07-03-01, have become aware of additional Revenue and other Funds already existing which accrued to the benefit of the City, and

WHEREAS, it is in the best interest of the City and its citizens that a Supplemental Appropriation be made and Line Item Transfers be made to cover expenses that the City Council could not predict when the annual Appropriation Ordinance was passed; and

WHEREAS, The City Council has authority to make a Supplemental Appropriation at anytime during the Fiscal Year where additional Revenues or other Funds are discovered or where fund balances were not previously appropriated, pursuant to 65 ILCS 5/8-2-9; and

WHEREAS, The City Council, at any time after the first half of each fiscal year, has authority by a two-thirds vote, to make transfers within any department, of sums of money appropriated for one purpose to another purpose in excess of the 5% limitation, pursuant to 65 ILCS 5/8-2-7.

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

Section 1: That the amounts hereinafter set forth, outlined in Exhibit A, be transferred from the line items so indicated and in the amounts as listed under the caption **TRANSFERS FROM** to the line items so indicated and in the amounts as listed under the caption **TRANSFERS TO**.

Section 2: The preambles of the Ordinance are made an integral part of the Ordinance and shall carry the force and effect of law.

Section 3: Severability

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

Section 4: Effective Date

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

PASSED this 5<sup>th</sup> day of March, 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 5<sup>th</sup> day of March, 2019

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

Attest:

\_\_\_\_\_  
James W. Studer, City Clerk

**EXHIBIT A  
CITY OF WILMINGTON  
LINE ITEM TRANSFERS  
FY2019 - May 1, 2018 - April 30, 2019  
An Ordinance to Amend Ord# 18-07-03-01 Appropriations for FY2019**

		ORIGINAL APPROPRIATION	AFTER TRANSFER	INCREASE / DECREASE
<b>Fund 01 - General Corporate</b>				
	<b>TRANSFER FROM</b>			
01-01-6460	Legal Services	60,000	54,500	(5,500)
01-03-6035	Vacation/Sick Time Buy-out	118,000	60,500	(57,500)
01-05-6010	Wages - PW	300,000	294,000	(6,000)
01-05-6380	Employee Health & Life Insurnc	110,000	92,500	(17,500)
01-09-6014	IMRF - GC	81,000	79,000	(2,000)
	<b>TOTAL</b>			<u><b>(88,500)</b></u>
	<b>TRANSFER TO</b>			
01-01-6335	Prof Fees - Computer R&M	22,000	25,000	3,000
01-01-6770	Training, Mtg & Travel Expense	4,000	6,500	2,500
01-03-6010	Wages - WPD	1,111,500	1,133,000	21,500
01-03-6015	Overtime Wages	85,000	110,000	25,000
01-03-6335	Prof Fees - Computer R&M	25,000	28,000	3,000
01-03-6380	Employee Health & Life Insurnc	190,000	192,000	2,000
01-03-6670	Prof Fees - Other	12,500	16,500	4,000
01-03-6930	Gasoline & Oil	35,000	37,000	2,000
01-05-6015	Overtime Wages	24,000	28,000	4,000
01-05-6020	Part Time Wages	22,000	24,000	2,000
01-05-6570	Maint-Sidewalks	5,000	6,000	1,000
01-05-6590	Maint-Streets	37,500	43,000	5,500
01-05-6740	Street Light Electricity	93,000	100,000	7,000
01-05-7320	Equipment Purchases	3,500	6,000	2,500
01-05-7360	Expensed Equipment	6,242	7,742	1,500
01-09-6013	SUTA Taxes - GC	9,500	11,500	2,000
	<b>TOTAL</b>			<u><b>88,500</b></u>
<b>Fund 02 - Water Operations Fund</b>				
	<b>TRANSFER FROM</b>			
02-21-6010	Wages - Water	391,503	381,003	(10,500)
02-21-6380	Employee Health & Life Insurnc	98,000	93,000	(5,000)
02-21-6690	W/Comp Ins	30,000	27,000	(3,000)
02-21-6710	Rental of Equipment	13,000	5,000	(8,000)
	<b>TOTAL</b>			<u><b>(26,500)</b></u>
	<b>TRANSFER TO</b>			

**EXHIBIT A**  
**CITY OF WILMINGTON**  
**LINE ITEM TRANSFERS**  
**FY2019 - May 1, 2018 - April 30, 2019**  
**An Ordinance to Amend Ord# 18-07-03-01 Appropriations for FY2019**

		ORIGINAL APPROPRIATION	AFTER TRANSFER	INCREASE / DECREASE
02-21-6013	SUTA Taxes - Water Dept	1,500	2,000	500
02-21-6015	Overtime Wages	30,000	35,000	5,000
02-21-6610	Maint-Site Process Mains	8,500	11,500	3,000
02-21-6620	Maint-Water Meters	6,500	9,500	3,000
02-21-6640	Maint-Vehicles	2,500	4,500	2,000
02-21-6670	Prof Fees - Other -Labs	12,000	20,000	8,000
02-21-6730	Lime/Sludge Disposal	45,000	45,500	500
02-21-6960	Office Supplies	3,200	5,200	2,000
02-21-7320	Equipment Purchases	8,000	10,000	2,000
02-21-7940	Service Investment Fees	8,500	9,000	500
	<b>TOTAL</b>			<u><b>26,500</b></u>
 <b>Fund 03- Sewer Capital Fund</b>				
	<b>TRANSFER FROM</b>			
03-00-8020	Transfers to Other Funds	903,000	763,000	(140,000)
	<b>TOTAL</b>			<u><b>(140,000)</b></u>
	<b>TRANSFER TO</b>			
03-00-6390	Prof Fees - Engineering	30,000	70,000	40,000
03-00-7430	Sewer Collection Line Upgrade	50,000	150,000	100,000
	<b>TOTAL</b>			<u><b>140,000</b></u>
 <b>Fund 04 - Sewer Operations</b>				
	<b>TRANSFER FROM</b>			
04-00-6010	Wages - Sewer	325,000	315,000	(10,000)
04-00-6380	Sewer Dept. Health & Life Ins.	90,000	70,000	(20,000)
04-00-6710	Rental of Equipment	8,000	5,000	(3,000)
04-00-6770	Training, Mtg & Travel Expense	12,500	7,500	(5,000)
04-00-6985	Sewer Chemicals	55,000	50,000	(5,000)
	<b>TOTAL</b>			<u><b>(43,000)</b></u>
	<b>TRANSFER TO</b>			
04-00-6510	Maintenance - Equipment	27,000	32,000	5,000
04-00-6530	Maintenance - Grounds/Building	23,500	28,500	5,000
04-00-6560	Maintenance Sewers Collection	30,000	55,000	25,000
04-00-6930	Gasoline & Oil	6,000	9,000	3,000
04-00-6970	Oper Supplies & Tool	17,000	20,000	3,000
04-00-7320	Equipment Purchases	10,000	11,000	1,000

**EXHIBIT A**  
**CITY OF WILMINGTON**  
**LINE ITEM TRANSFERS**  
**FY2019 - May 1, 2018 - April 30, 2019**  
**An Ordinance to Amend Ord# 18-07-03-01 Appropriations for FY2019**

		ORIGINAL APPROPRIATION	AFTER TRANSFER	INCREASE / DECREASE
04-00-7360	Expensed Equipment	1,000	2,000	1,000
	<b>TOTAL</b>			<u>43,000</u>
 <b>Fund 06 - Motor Fuel Tax</b>				
	<b>TRANSFER FROM</b>			
06-00-6596	Misc. MFT Projects - Prior Yrs	10,000	4,000	<u>(6,000)</u>
	<b>TRANSFER TO</b>			
06-00-6983	Salt & Cinders	29,000	35,000	<u>6,000</u>
 <b>Fund 17 - Water Capital Fund</b>				
	<b>TRANSFER FROM</b>			
17-00-6510	Maintenance - Equipment	10,000	-	(10,000)
17-00-7325	Loan - Capital Improvement Projects	300,000	210,000	(90,000)
17-00-8020	Transfers to Other Funds	100,000	70,000	(30,000)
	<b>TOTAL</b>			<u>(130,000)</u>
	<b>TRANSFER TO</b>			
17-00-6620	Maint-Water Meters	100,000	220,000	120,000
17-00-7320	Equipment Purchases	22,000	32,000	10,000
	<b>TOTAL</b>			<u>130,000</u>
 <b>Fund 25 - TIF #2</b>				
	<b>TRANSFER FROM</b>			
25-00-7170	TIF #2 Distributions	4,890,000	4,865,000	<u>(25,000)</u>
	<b>TRANSFER TO</b>			
25-00-7172	TIF-Admin Overage Expense	25,000	50,000	<u>25,000</u>



**ORDINANCE NO. 19-03-05-02**

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

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

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

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

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

**WHEREAS**, as a result of the decision in *Englum*, the City now determines it necessary and proper to adopt an ordinance amending the administrative procedure for assessing and determining claims under PSEBA.

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

**SECTION 1: AMENDMENT**

The Wilmington Code of Ordinances is hereby amended to delete and replace CHAPTER 47 – PUBLIC SAFETY EMPLOYEE BENEFITS in TITLE III - ADMINISTRATION, with the following:

**CHAPTER 47—Public Safety Employee Benefits**

**47.01—PURPOSE.**

The purpose of this ordinance is to provide a fair and efficient method for determining the eligibility of a full-time law enforcement officer for the benefits enumerated under Public Safety Employee Benefits Act (“PSEBA” or “Act”) through an administrative process, including if necessary, an administrative hearing.

**47.02—DEFINITIONS.**

For the purpose of this Ordinance, the following terms will have the following meanings.

***Catastrophic injury.*** An injury, the direct and proximate consequences of which permanently prevent an individual from performing any gainful work.

***Gainful work.*** Full- or part-time activity that actually is compensated or commonly is compensated.

***Injury.*** A traumatic physical wound (or a traumatized physical condition of the body) directly and proximately caused by external force (such as bullets, explosives, sharp instruments, blunt objects, or physical blows), chemicals, electricity, climatic conditions, infectious disease, radiation, virii, or bacteria, but does not include—

- (1) Any occupational disease; or
- (2) Any condition of the body caused or occasioned by stress or strain.

**47.03—APPLICATION PROCEDURE.**

- A. Full time law enforcement officers, or family member(s) of an injured or deceased full time law enforcement officer, (“Applicant”) must file a full and complete PSEBA application in writing within thirty (30) days of filing a pension or PSEBA claim with the City (the “PSEBA Application”) if the applicant is seeking an initial award of benefits under PSEBA. The City shall notify Applicant if the PSEBA Application is incomplete and Applicant shall have five (5) days to remedy their application. Failure to timely file the full and complete application shall result in a forfeiture of the benefits under PSEBA by failure to properly submit a complete application.
- B. A complete PSEBA application includes the following:
  1. The name of the Applicant, date of hire, detailed information regarding the incident from which the claim arises (the “incident”), including information relating to how the injury was sustained in the line of duty (date, time, place, nature of injury, and other factual circumstances surrounding the incident giving rise to said claim);
  2. The Applicant’s firsthand knowledge detailing how the injury/death qualifies the applicant for benefits under the Act:

3. A signed and sufficient medical authorization release which authorizes the collection of information related to the incident including, but not limited to, disability pension proceedings, worker's compensation records, and medical records and specifies the name and address for pertinent health care provider(s);
  4. A signed and sufficient general information release specifying the name and signature of the Applicant or her/his authorized representative along with legal proof of said representation and name and signature of witness authorizing the collection of information pertinent to the review and analysis of the PSBEA Application;
  5. The name(s) and addresses of witnesses to the incident;
  6. The name(s) and addresses of witnesses the Applicant intends to call at the PSEBA hearing;
  7. Information and supporting pension documentation filed with the Police Pension Board;
  8. Information supporting the PSEBA eligibility requirements; and
  9. Other sources of health insurance benefits currently enrolled in or received by the Applicant and/or family members if the Applicant is deceased.
- C. The PSEBA application must be submitted to the City Administrator in its entirety.
- D. The PSEBA Application must be sworn and notarized to certify the truthfulness of the content of the information. A review of the application shall not occur until the application is complete.
- E. On the date that the PSEBA application is deemed complete by the City, the completed application shall then be submitted to the City as the Preliminary Record, and a copy of the same shall be date stamped and provided to the Applicant.
- F. Upon receipt of a complete PSEBA Application, the City shall set the matter for an administrative hearing before a hearing officer to make a determination on whether to grant the Applicant PSEBA benefits based on the applicable law and the evidence presented at the administrative hearing.

G. The Applicant will be given written notice of the date for the scheduled administrative hearing to be served not less than ten (10) days prior to the commencement of the hearing. If the Applicant, upon receiving written notice of the administrative hearing, cannot attend said date, the Applicant must contact the hearing officer in writing within seven (7) days after being served. The hearing officer shall establish an alternative hearing date which is within thirty (30) days of the original hearing date. Failure to appear at the administrative hearing shall result in denial of PSEBA benefits.

**47.04—ADMINISTRATIVE HEARING OFFICER.**

The administrative hearing shall be scheduled and conducted by a hearing officer whose authority and limitations are as follows:

- A. Authority of the hearing officer. The hearing officer shall have all of the authorities granted to her/him under law relative to the conduct of an administrative hearing, including the authority to:
  - 1. Preside over City hearings involving PSEBA;
  - 2. Administer oaths;
  - 3. Hear testimony and accept evidence that is relevant to the issue of eligibility under PSEBA;
  - 4. Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
  - 5. Rule upon objections in the admissibility of evidence;
  - 6. Preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing; and
  - 7. Issue a determination based on the evidence presented at the hearing, the determination of which shall be in writing and shall include a written finding of fact, decision and order.
- B. Hearing Officer. The Mayor, with the advice and consent of the City Council, is hereby authorized to appoint a person to hold the position of Hearing Officer for each hearing on PSEBA benefits that shall come before this City. In making said selection, the following information should be considered, at a minimum:

1. The individual's ability to comply with the job description as set forth herein; and
2. The individual must be an attorney licensed to practice law in the State of Illinois and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence, and administrative practice.

**47.05—ADMINISTRATIVE HEARING.**

The system of administrative hearings for the determination of eligibility for benefits under PSEBA shall be initiated by the City after the submission of a full and complete PSEBA application. An administrative hearing shall be held to adjudicate and determine whether the Applicant is eligible for benefits under PSEBA. If the Applicant is found eligible, the benefits shall be consistent with the Act.

- A. Record. The City shall ensure that all hearings are attended by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter and, if requested, a copy be provided to the Applicant within twenty-eight (28) days of the date of the administrative hearing.
- B. Procedures. The City and the Applicant shall be entitled to representation by counsel at said administrative hearing and present witnesses, testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.
- C. Evidence. The Illinois Rules of Evidence shall apply to the extent practicable unless, by such application, the Hearing Officer determines that application of the rule would be an injustice or preclude the introduction of evidence of the type commonly relied upon by a reasonably prudent person in the conduct of her or his affairs. Such determination shall be in the sole discretion of the Hearing Officer. The Hearing Officer must state on the record her or his reason for that determination.
- D. Final Determination. A written determination by the Hearing Officer of whether the petitioning Applicant is eligible for the benefits under PSEBA shall constitute a final administrative determination for the purpose of judicial review under the common law writ of certiorari.

- E. Burden of Proof. At any administrative hearing, the Applicant shall have the obligation and burden of proof to establish that the Applicant is eligible and qualified to receive PSEBA benefits. The standard of proof in all hearings conducted under this Ordinance shall be by the preponderance of the evidence.
- F. Administrative Records. All records pertaining to the administrative process shall be held in a separate file under the Applicant's name with the City.

**47.06—HEALTH INSURANCE BENEFITS.**

Upon qualification for PSEBA benefits, the Applicant shall be entitled to the City's basic group health insurance plan. Basic group health insurance plan shall mean the lowest-cost plan available to the City. The basic group health insurance plan may change from time to time. An Applicant may choose to enroll in any other health insurance plan offered by the City different from the basic group health insurance plan, but shall pay the difference in insurance premium between the City's basic plan and the other plan. Failure of the PSEBA beneficiary to timely pay the premium's non-basic level coverage shall result in coverage in the basic plan. PSEBA benefits do not include benefits not provided under the City's basic group health insurance plan such as, but not limited to, disability benefits, life insurance, dental or vision benefits, etc.

- A. Open Enrollment. Individuals receiving benefits under PSEBA will only be able to change from one plan to another during the City's Open Enrollment Period.
- B. Other Benefits. Health insurance benefits payable from any other source will reduce the benefits payable from the City. Each Applicant shall sign an affidavit attesting that the Applicant is not eligible for insurance benefits from any other source, unless there is another source. If there is another source, the Applicant shall notify the City of that source no later than five (5) business days from that source becoming available to the Applicant or the Applicant's beneficiaries. The City reserves the right on an annual basis to have the benefit recipient provide another affidavit affirming whether other health insurance is available or payable to the Applicant, his/her spouse and/or his/her qualifying dependent children. The affidavit must be completed and returned to the

City within thirty (30) calendar days of written notice from the City. If the recipient does not complete and return the affidavit within the time required, the City shall give the recipient an additional written notice providing an additional fifteen (15) calendar days for the recipient to complete and return the affidavit. Failure to return the affidavit within the time required shall result in the recipient incurring responsibility for reimbursing the City for premiums paid during the period the affidavit is due and not filed.

- C. Disclosure of Health Insurance Coverage. The Applicant has an ongoing obligation and shall update health insurance coverage information provided and failure to do so may result in the denial of benefits and/or reimbursement to the City for duplicate coverage. If duplicate coverage has been received by a PSEBA beneficiary, further PSEBA benefits will be denied until the City has been fully reimbursed by the PSEBA beneficiary for what it would have been credited if it had known about other coverage.
- D. Reimbursement. Receipt of health insurance benefits from other sources without notice to the City shall require the Applicant to reimburse the City for the value of those benefits.
- E. Medicare Eligibility. The Applicant shall notify the City when the Applicant becomes Medicare eligible regardless of the status of the enrollment period, so the City may assist with the transition to Medicare coverage and/or adjust health insurance benefits or PSEBA benefits accordingly.

**SECTION 2: SEVERABILITY**

This Ordinance and every provision thereof shall be considered severable, and the invalidity of any section, clause, paragraph, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**SECTION 3: REPEALER**

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

**SECTION 4: EFFECTIVE DATE**

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

PASSED this 5<sup>th</sup> day of March, 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 5<sup>th</sup> day of March, 2019

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

Attest:

\_\_\_\_\_  
James W. Studer, City Clerk



**ORDINANCE NO. 19-03-05-03**

**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 5<sup>th</sup> day of March, 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 5<sup>th</sup> day of March, 2019

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

Attest:

\_\_\_\_\_  
James W. Studer, 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.

2.2 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.