



City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481

**Agenda**  
**Regular City Council Meeting**  
**Wilmington City Hall**  
**Council Chambers**  
**September 3, 2019**  
**7:00 p.m.**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call by City Clerk**

John Persic, Jr.	Kevin Kirwin
Floyd Combes	Dennis Vice
Lisa Butler	Ben Dietz
Frank Studer	Jake Tenn

**IV. Approval of the August 20, 2019 Regular City Council Meeting Minutes**

**V. Mayor's Report**

1. Honoring the Officers, Agencies and Residents involved with the August 21, 2019 incident

**VI. Public Comment**

*(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*

**VII. Planning & Zoning Commission**

1. The next regular scheduled meeting is Thursday, October 3, 2019 at 5:00 p.m.

**VIII. Committee Reports**

**A. Police & ESDA Committee**  
*Co-Chairs – Frank Studer & Lisa Butler*

*Posting Date:*  
*8/29/2019 12:54 PM hh*

1. The next scheduled meeting is Tuesday, September 10, 2019 at 5:30 p.m.

**B. Ordinance & License Committee**  
*Co-Chairs – Floyd Combes & Jake Tenn*

1. The next scheduled meeting is Tuesday, September 10, 2019 at 6:00 p.m.

**C. Buildings, Grounds, Parks, Health & Safety Committee**  
*Co-Chairs – John Persic, Jr. & Floyd Combes*

1. The next scheduled meeting is Wednesday, September 11, 2019 at 5:30 p.m.

**D. Water, Sewer, Streets & Alleys Committee**  
*Co-Chairs – Frank Studer & Kevin Kirwin*

1. The next scheduled meeting is Wednesday, September 11, 2019 at 6:00 p.m.

**E. Finance, Administration & Land Acquisition Committee**  
*Co-Chairs – Frank Studer & Ben Dietz*

1. Approve the Accounts Payable Report as Presented by the City Accountant
2. Approve the Intergovernmental Cooperation Agreement between the Board of Education of Wilmington Community Unit School District No. 209-U, Will County, Illinois and the City of Wilmington, Will County, Illinois
3. The next scheduled meeting is Tuesday, September 17, 2019 at 6:00 p.m.

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

**IX. Attorney & Staff Reports**

**X. Executive Session**

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

*Posting Date:*  
*8/29/2019 12:54 PM hh*

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

1. Approve the Hire of a Public Works Director
2. Approve the City to enter into and Authorize the Mayor to Execute an Employment Agreement with Public Works Director

**XII. Adjournment**

**The next City Council meeting is Tuesday, September 17, 2019 at 7:00 p.m.**

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
Tuesday, August 20, 2019**

**Call to Order**

The Regular Meeting of the Wilmington City Council on August 20, 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** Persic, Combes, Butler, Studer, Kirwin, Vice, Dietz, Tenn

**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, Accountant Kim Doglio, Chief of Police Phil Arnold, Director of Public Works Darin Fowler and Attorney Bryan Wellner

**Approval of Minutes**

Alderman Combes made a motion and Alderman Butler seconded to approve the August 7, 2019 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

**AYES:**     8   Combes, Butler, Tenn, Studer, Dietz, Vice, Kirwin, Persic

**NAYS:**     0

The motion carried.

**Mayor’s Report**

Mayor Strong thanked the Public Works Department for cleaning up the tree that fell across Main Street this afternoon.

Mayor Strong spoke on the research he did on cannabis and issues other communities are having to deal with related to this issue.

**Public Comment**

Jonathan Jones spoke in opposition of recreational cannabis and encourages the Council to continue to move forward with the ordinance presented prohibiting cannabis business establishments.

Caleb Googis spoke about how his use of recreational cannabis nearly destroyed his life and it terrifies him that if by allowing recreational cannabis in the community how it could destroy more lives.

Isaac Orr, admits he was an avid recreational marijuana user and recommends that Council hold off on taking any action in order to make a more informative decision and by letting the people decide through a referendum. He feels the City will be missing out on tax revenue.

Deborah Tomey stated that she wonders if the City would see any tax revenue from storefronts considering all sales are cash only. She also recommends that everyone take a moment to visit the Illinois Youth Survey online.

Jack Narine, a WHS Student, believes having dispensaries in town would just create more problems and be crucial to the community.

Marty Orr stated to let the people decide. This can be an altering thing of the community and a referendum question on a ballot would really give the Council members insight, true insight on what the Community wants.

Rachel McClure stated that as a healthcare worker you see know difference in a marijuana smoker than what you do with a cigarette smoker so why add more fuel to the fire – you'll be adding more healthcare issues to people's lives.

Abby Friddle spoke about the benefits of medical cannabis use.

Sherry Michaels spoke in favor of placing this on a referendum.

Steve & Cathy Davis thanked the City and Community with their "Skillets For A Cause" project. They recently presented the Wilmington School Board with \$10,000 for their science and math endowment. The Davis's also presented the Wilmington Area Historical Society with a skillet to preserve the history of their mission with the community.

### **Planning & Zoning Commission**

Alderman Studer made a motion and Alderman Butler seconded to approve Ordinance No. 19-08-20-01 – An Ordinance Approving a Map Amendment as Pertains to Property Located at 1135 S. Water Street (PIN 03-17-36-400-062-0000) from B2-Light Commercial to B3-General Commercial

Upon roll call, the vote was:

**AYES:**     8 Studer, Butler, Tenn, Dietz, Combes, Vice, Kirwin, Persic

**NAYS:**     0

The motion carried.

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

## **Committee Reports**

### **Police & ESDA Committee**

The next scheduled meeting is Tuesday, September 10, 2019 at 5:30 p.m.

### **Ordinance & License Committee**

Alderman Combes made a motion and Alderman Kirwin seconded to Approve Ordinance No. 19-08-20-02 – An Ordinance Amending Chapter 52 Meters and Rates of the Wilmington Code of Ordinances

Upon roll call, the vote was:

**AYES:**     8   Combes, Kirwin, Persic, Vice, Dietz, Butler, Tenn, Studer

**NAYS:**     0

The motion carried.

Alderman Combes made a motion and Alderman Butler seconded to Approve Ordinance No. 19-08-20-03 – An Ordinance Amending the Municipal Code of the City of Wilmington By the Addition of Chapter 129 Prohibiting Cannabis Business Establishments

Upon roll call, the vote was:

**AYES:**     5   Combes, Butler, Kirwin, Persic, Studer

**NAYS:**     0

**ABSENT:**  3   Vice, Tenn, Dietz

The motion carried.

The next scheduled meeting is Tuesday, September 10, 2019 at 6:00 p.m.

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

The next scheduled meeting is Wednesday, September 11, 2019 at 5:30 p.m.

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

Alderman Kirwin made a motion and Alderman Combes seconded to Approve Ordinance No. 19-08-20-04 – An Ordinance Amending Provisions of Chapter 76.02 of the Wilmington Code of Ordinances Related to No Parking Places

Upon roll call, the vote was:

**AYES:**     8   Kirwin, Combes, Persic, Vice, Dietz, Butler, Tenn, Studer

**NAYS:**     0

The motion carried.

Alderman Kirwin made a motion and Alderman Vice seconded to Approve Ordinance No. 19-08-20-05 – An Ordinance Amending Provisions of Chapter 76.19 Parking Regulations – Limited Parking of the Wilmington Code of Ordinances

Upon roll call, the vote was:

**AYES:**     8 Kirwin, Vice, Combes, Persic, Dietz, Butler, Tenn, Studer

**NAYS:**     0

The motion carried.

The next scheduled meeting is Wednesday, September 11, 2019 at 6:00 p.m.

### **Finance, Administration & Land Acquisition Committee**

Alderman Dietz made a motion and Alderman Butler seconded to approve the Accounts Payable Report dated August 20, 2019 in the amount of \$2,895,110.07 and the Collectors Report for the Month ended July 2019 in the amount of \$429,014.00, as presented by the City Accountant

Upon roll call, the vote was:

**AYES:**     8 Dietz, Butler, Kirwin, Vice, Combes, Persic, Tenn, Studer

**NAYS:**     0

The motion carried.

The next scheduled meeting is Tuesday, September 17, 2019 at 6:00 p.m.

### **Personnel & Collective Bargaining Committee**

*Co-Chairs – John Persic Jr.*

Nothing at this time.

### **Attorney's Report**

Nothing at this time.

### **Executive Session**

Alderman Persic made a motion and Alderman Butler seconded to go into Executive Session, to discuss the Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees [5 ILCS 120/2(c)(1)] at 7:50 p.m.

Upon roll call, the vote was:

**AYES:**     8 Persic, Butler, Dietz, Kirwin, Vice, Combes, Tenn, Studer

**NAYS:**     0

The motion carried.

Alderman Persic made motion and Alderman Butler seconded to come out of Executive Session at 7:59 p.m.

Upon roll call, the vote was:

**AYES:**     8 Persic, Butler, Dietz, Kirwin, Vice, Combes, Tenn, Studer

**NAYS:**     0

The motion carried.

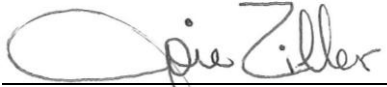
**Possible Action to be taken following Executive Session**

No action was taken following Executive Session.

**Adjournment**

Motion to adjourn the meeting made by Alderman Dietz and seconded by Alderman Kirwin. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on August 20, 2019 adjourned at 8:01 p.m.

Respectfully submitted,



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Joie Ziller, Deputy City Clerk



# City of Wilmington

Check Register Meeting Date: September 3, 2019



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
0	8/28/2019	Payroll Sweep	76,920.79
0	8/28/2019	IMRF	16,980.73
0	8/28/2019	Newegg	406.10
0	8/28/2019	Misc Vendors	930.00
0	8/28/2019	Paycor	146.80
1018	9/3/2019	Boy Scout Troop 440	250.00
1019	9/3/2019	Jeffrey Rogowski	2,336.50
1020	9/3/2019	Wilmington Area Amateur Radio Club	700.00
1021	9/3/2019	Wilmington Area Historical Society	250.00
1022	9/3/2019	Wilmington Coalition Healthy Comm.	250.00
1023	9/3/2019	Wilmington School Dist. 209U	700.00
21335	9/3/2019	Altorfer Industries, Inc.	206.70
21336	9/3/2019	Big Z's Repairs LLC	144.64
21337	9/3/2019	Blue Cross Blue Shield of Florida, Inc.	242.50
21338	9/3/2019	Blue Cross Blue Shield of Illinois	164.00
21339	9/3/2019	Blue Cross Blue Shield of Illinois	1,436.00
21340	9/3/2019	Blue Cross Medicare RX (PDP)	130.60
21341	9/3/2019	Blue Cross Medicare Rx (PDP)	130.60
21342	9/3/2019	Blue Cross Medicare Rx (PDP)	130.60
21343	9/3/2019	Blue Cross Medicare Rx (PDP)	130.60
21344	9/3/2019	Blue Cross MedicareRx (PDP)	144.90
21345	9/3/2019	Blue Cross MedicareRX (PDP)	261.20
21346	9/3/2019	BTI Tire & Alignment	25.00
21347	9/3/2019	Cintas Corporation	161.07
21348	9/3/2019	ClearVoice, Inc.	190.00
21349	9/3/2019	Clennon Electric Co Inc	90.00
21350	9/3/2019	ComEd	2,106.23
21351	9/3/2019	Constellation New Energy, Inc	6,473.84
21352	9/3/2019	Crowe, LLP	12,193.75
21353	9/3/2019	DTW Inc	2,327.50
21354	9/3/2019	Fort Dearborn Life Insurance	394.79
21355	9/3/2019	Healthcare Service Corp	30,662.55
21356	9/3/2019	Helena Agri-Ent., LLC	254.40
21357	9/3/2019	DS Waters of America Hinckley Springs	78.73
21358	9/3/2019	Illinois Office of the Attorney General	30.00
21359	9/3/2019	Illinois Public Risk Fund	8,661.89
21360	9/3/2019	Illinois State Police	90.00
21361	9/3/2019	Illinois State Police	30.00
21362	9/3/2019	J. Lucas & Sons Paving, Inc.	1,580.00

21363	9/3/2019	Jcm Uniforms	192.83
21364	9/3/2019	Joliet Asphalt LLC	123.50
21365	9/3/2019	MailFinance	221.19
21366	9/3/2019	William McCluskey	15.00
21367	9/3/2019	Otis Technology	136.86
21368	9/3/2019	Petty Cash Fund	279.10
21369	9/3/2019	Ray O Herron Inc	310.00
21370	9/3/2019	Road Runner Stripping	455.00
21371	9/3/2019	Ruettiger Tonelli & Assoc	6,248.75
21372	9/3/2019	Staples Advantage	81.96
21373	9/3/2019	TA Operating, LLC	23.00
21374	9/3/2019	Traffic Control & Protection, Inc.	2,524.50
21375	9/3/2019	TransUnionsRisk&Alternative Data Solutions, Inc.	25.20
21376	9/3/2019	Treasurer of the State of Illinois	5.00
21377	9/3/2019	Uni Max Management Corp.	1,950.00
21378	9/3/2019	Whitmore Investments Inc	494.75
21379	9/3/2019	Wilmington Overhead Door Co.	70.00
TOTAL:			<u>181,499.65</u>

<b>Fund</b>	<b>2</b>	<b>Water Operating M &amp; R Fund</b>	
0	8/28/2019	IMRF	3,912.03
0	8/28/2019	Payroll Sweep	18,239.15
11048	9/3/2019	ComEd	1,051.73
11049	9/3/2019	DTW Inc	1,254.49
11050	9/3/2019	Dynegy Energy Services	3,034.76
11051	9/3/2019	Fort Dearborn Life Insurance	100.79
11052	9/3/2019	Healthcare Service Corp	8,113.07
11053	9/3/2019	Illinois Public Risk Fund	2,010.22
11054	9/3/2019	Jack Henry & Associates, Inc.	47.08
11055	9/3/2019	LAI, LTD	140.51
11056	9/3/2019	MailFinance	257.79
11057	9/3/2019	Messer LLC	1,257.20
11059	9/3/2019	Mississippi Lime Company	5,643.41
11062	9/3/2019	Office Depot	20.99
11064	9/3/2019	Scientific Methods, Inc.	400.00
11066	9/3/2019	USA Blue Book	705.51
11067	9/3/2019	Vortex Technologies, Inc.	1,700.00
11068	9/3/2019	Whitmore Investments Inc	379.84
TOTAL:			<u>48,268.57</u>

<b>Fund</b>	<b>3</b>	<b>Sewer Capital Project Fund</b>	
11063	9/3/2019	Ruettiger Tonelli & Assoc	4,200.00
TOTAL:			<u>4,200.00</u>

<b>Fund</b>	<b>4</b>	<b>Sewer Operating M &amp; R Fund</b>	
0	8/28/2019	Payroll Sweep	16,291.24
0	8/28/2019	IMRF	3,350.43

11048	9/3/2019	ComEd	509.99
11050	9/3/2019	Dynegy Energy Services	6,311.65
11051	9/3/2019	Fort Dearborn Life Insurance	82.85
11052	9/3/2019	Healthcare Service Corp	5,053.57
11053	9/3/2019	Illinois Public Risk Fund	1,604.89
11054	9/3/2019	Jack Henry & Associates, Inc.	47.09
11056	9/3/2019	MailFinance	257.79
11058	9/3/2019	Midwest Industrial Services, Inc.	1,640.70
11060	9/3/2019	Nicor	691.02
11061	9/3/2019	Patrick Nugent	150.00
11062	9/3/2019	Office Depot	20.99
11065	9/3/2019	Tri County Stockdale Co	110.00
11066	9/3/2019	USA Blue Book	413.82
11068	9/3/2019	Whitmore Investments Inc	572.24
TOTAL:			<u>37,108.27</u>

**Fund 5 DFC Federal Grant Fund**

1510	8/23/2019	Cardmember Service	425.57
1511	8/23/2019	Angela Wallin	160.00
0	8/30/2019	Better Business Planning Inc.	2,666.77
TOTAL:			<u>3,252.34</u>

**Fund 7 ESDA Fund**

21378	9/3/2019	Whitmore Investments Inc	32.97
TOTAL:			<u>32.97</u>

**Fund 25 RidgePort TIF#2 Fund**

0	8/28/2019	ACH FedEx	134.49
1154	9/3/2019	Peckham Guyton Albers & Viets, In	3,457.50
1155	9/3/2019	Ruettiger Tonelli & Assoc	4,042.50
TOTAL:			<u>7,634.49</u>

GRAND TOTAL: 281,996.29

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Dennis Vice

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Floyd Combes

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Jake Tenn

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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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Ben Dietz

**Approved: September 3, 2019**

## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT** is made and entered into this **12th day of August, 2019**, by and between the Board of Education of Wilmington Community Unit School District No. 209-U, Will County, Illinois (hereinafter referred to as the "School District"), and the City of Wilmington, Will County, Illinois, (hereinafter referred to as the "City"), sometimes collectively referred to as the parties, in the exercise of their intergovernmental cooperative powers under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperative Act;

**WITNESSETH:**

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes units of local government, such as school boards, park districts, and municipalities to contract or otherwise-associate among themselves in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibit by law; and

**WHEREAS**, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, Article 26 of *The School Code* (10 ILCS 5/26-1 to 26-15) establishes the age of compulsory school attendance for pupils and sets forth the procedures to be followed by school districts in enforcing said compulsory school attendance; and

**WHEREAS**, the School District and the City deem it to be in the respective best interests of each governmental body to enter into an agreement whereby a Liaison Officer may be appointed for the School District; and

**WHEREAS**, at dismissal times a high volume of traffic is generated at strategic locations; and

**WHEREAS**, the increased volume of traffic at said times creates a substantial danger to students and others present at said locations; and

**WHEREAS**, the School District is desirous of contracting with the City for traffic control for the protection of its students and others additionally to provide security of its grounds and buildings situated within the boundaries of the City of Wilmington, Illinois; and

**WHEREAS**, the School District authorizes the enforcement of City rules and traffic regulations (including parking rules and regulations) on school property,

specifically **Bruning Elementary School, 1910 Bruning Drive, Wilmington, Illinois; L.J. Stevens Intermediate School, 221 Ryan Street, Wilmington, Illinois; Wilmington Middle School, 715 South Joliet Street, Wilmington, Illinois; and Wilmington High School, 209 Wildcat Court and 209U Wildcat Court, Wilmington, Illinois; and**

**WHEREAS**, the School District and the City wish to enter into this Agreement according to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the following and mutual covenants and promises as hereinafter set forth the sufficiency of which is hereby acknowledged by the parties, the School District and the City, do hereby agree as follows:

### **SECTION 1 - INCORPORATION OF RECITALS**

The above Recitals are made a part of this Agreement and are incorporated herein.

### **SECTION 2 - PURPOSE OF AGREEMENT**

The Parties recognize that in order to preserve and protect the health, safety, and welfare of the public, it is desirable to use Wilmington Police Officers to maintain order and control certain activities on property owned by the School District located within the corporate limits of the City of Wilmington.

### **SECTION 3 - POWER AND AUTHORITY**

That the Board of Education of Wilmington Community Unit School District No. 209-U, Will County, Illinois, does hereby authorize and grant to the City of Wilmington, including its Police Department, as its agent:

- A. The power to control non-patrons and unauthorized vehicles which enter the remain upon common areas of all property belonging to the Wilmington School District,- Wilmington, Illinois during non-attendance days and between the hours of 10:00 P.M. and 6:00 A.M. on attendance days.
- B. To approach persons located on the property and to order them to leave the property and not to return if they are non-patrons involved in illegal activity; to cause non-patrons to be arrested if they refuse to leave the property; to remove non-patron vehicles from said property at owner's expense; to sign criminal complaints against non-patrons, at its election.
- C. To control non-patrons, unauthorized persons and unauthorized vehicles entering upon the common areas of property belonging to School District; to approach persons located on the property to determine if they are patrons or have been legally invited on the property; to arrest persons who refuse to leave or who leave and return without permission of the School District Principal/Superintendent or authorized patron at a later time or date; to sign criminal complaints against the individuals on behalf of the Principal/Superintendent for the School District.

#### **SECTION 4 - COOPERATION**

- A. The School District will cooperate with the City of Wilmington in any prosecutions that may arise from the City's exercise of the authority granted by this Agreement.
- B. To the extent permitted by law, the City will timely notify the School District of the arrest of any student of the District for any offenses which could be classified as a Felony or Misdemeanor together with information regarding such arrest. To the extent permitted by law, the School District will timely notify the City of any facts known to it of the commission of any offense by any person which could be classified as a Felony or Misdemeanor either on School District Property or while under the care, direction and control of the School District:
- C. The parties shall comply with the confidentiality requirements under the Juvenile Court Act of 1987 (705 ILCS 405/1-1 (2002))

#### **SECTION 5 – SCHOOL LIAISON OFFICER**

- A. An individual employed by the City as an officer with the Wilmington Police Department may be assigned by the City to serve as a Liaison Officer for the School District to perform those duties generally enumerated in Wilmington Police Department General Order No. 5, which is attached hereto as Exhibit A.
- B. The Liaison Officer shall be paid by the City and shall perform duties as both an officer for the Wilmington Police Department and also a Liaison Officer for the School District. Said individual shall be paid a salary and provided benefits by the City in accordance with the salary schedule for the Wilmington Police Department. Officers employed with the Wilmington Police Department on a part-time basis will be paid at a lower rate than officers employed on a full-time basis.

#### **SECTION 6 - CROSSING GUARD**

The City agrees to provide a qualified crossing guard to monitor and enforce the school zone cross walk at the corner of **Kahler and Route 102** in Wilmington, Illinois on the days that District 209-U schools are in session.

#### **SECTION 7- ADDITIONAL SERVICES**

In addition to the foregoing, the City shall provide such other police services as are agreed upon between the Superintendent of Schools and the Police Chief of the City of Wilmington. Such other services shall include, but not be limited to, crowd control at school functions, traffic flow and direction for school functions, and security patrols to protect the School district's facilities and property.

## **SECTION 8 - WATER AND WASTEWATER SERVICES**

The City shall continue providing water and wastewater services to the School District facilities, specifically **Bruning Elementary School, L.J. Stevens Intermediate School, Wilmington Middle School and Wilmington High School**. The City shall bill the School District for such services based upon the combined usage of all **four (4)** schools.

## **SECTION 9 - POLICE OFFICERS ARE CITY EMPLOYEES**

It is understood and agreed between the parties that police officers acting pursuant to this Agreement are the City's employees and the School District shall not be responsible for payment of officer's wages, payroll taxes, retirement or employment benefits.

## **SECTION 10 - LIABILITY**

- A. The School District shall be responsible solely for those liabilities which arise as proximate result of its negligence and/or willful and wanton misconduct as provided and set forth in the Illinois Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1-101 et seq.) as amended from time to time. Similarly, the City shall be responsible for those liabilities which arise as a proximate result of its negligence and/or willful and wanton misconduct as provided and set forth in the Illinois Local Government and Governmental Employees Tort Immunity Act, (745 ILCS 10/1-101 et seq.) as amended from time to time.
- B. Each party will name the other as an additional named insured on its policy of insurance and provide the other with an appropriate certificate.

## **SECTION 11 - COMPENSATION**

- A. Crossing Guard. The City will provide crossing guard services, for which the School District agrees to pay half of the associated cost.
- B. Administrative Services. For those administrative services not associated with the Liaison Officer, the School District shall pay the City at the rate of \$50.00 per hour for full-time officers and \$25.00 per hour for part-time officers. The above rates include compensation for the officers assigned, appropriate insurance, vehicle maintenance, depreciation, extra equipment used in rendering such services and all other expenses incurred by the City.

## **SECTION 12 - TERM OF AGREEMENT**

- A. The term of this agreement shall be from **September 14, 2019 through September 13, 2020**.
- B. Notwithstanding anything to the contrary, this Agreement may be canceled at anytime by either party by serving fourteen (14) days' written

notice of termination to the other. Said right of termination shall exist without any requirement of stating reasons therefore, and shall be without recourse to the non-terminating party.

**SECTION 13 -NOTIFICATION**

For the purpose of this agreement, the address of the City of Wilmington is 1165 S. Water Street, Wilmington, Illinois and the address for Wilmington Community Unit School District No. 209-U is 209U Wildcat Court, Wilmington, Illinois.

**SECTION 14 - APPLICABLE LAW**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

**SECTION 15 - MULTIPLE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts or duplicate originals, each with the same force and effect as the original.

**SECTION 16 - ENTIRE AGREEMENT**

This Agreement shall contain the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of all parties hereto.

**IN WITNESS WHEREOF**, the undersigned, by their signatures, do hereby enter into this Agreement on the date first written above.

BOARD OF EDUCATION OF  
WILMINGTON COMMUNITY UNIT  
SCHOOL DISTRICT NO. 209-U  
WILL COUNTY, ILLINOIS

CITY OF WILMINGTON  
WILL COUNTY, ILLINOIS

BY:   
\_\_\_\_\_  
President

BY: \_\_\_\_\_  
Mayor

ATTEST:

BY:   
\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
City Clerk