



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

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
September 18, 2018  
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 September 4, 2018 Regular City Council Meeting**

**V. Mayor's Report**

1. Swearing in of Officer Aleksandra Sakowska

**VI. Public Comment**

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

**VII. Planning & Zoning Commission**

1. The next scheduled meeting is Thursday, October 4, 2018 at 5:00 p.m.

**VIII. Committee Reports**

**A. Buildings, Grounds, Parks, Health & Safety Committee  
Co-Chairs – John Persic, Jr. & Steve Evans**

1. Approve the Wilmington Baseball Softball Association Ground Lease.
2. The next scheduled meeting is Wednesday, October 10, 2018 at 5:30 p.m.

*Posting Date:  
9/14/2018 10:20 AM hh*

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

1. The next scheduled meeting is Wednesday, October 10, 2018 at 6:00 p.m.

**C. Police & ESDA Committee**  
*Co-Chairs – Frank Studer & Fran Tutor*

1. The next scheduled meeting is Tuesday, October 9, 2018 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. 18-09-18-01 – An Ordinance Approving Amendments to the Restated Redevelopment Agreement
3. Approve First Amendment to the Amended and Restated Redevelopment Agreement
4. Approve Taxable Tax Increment Allocation Revenue Note 2
5. Approve Taxable Tax Increment Allocation Revenue Note 3
6. Approve Quotes for the Roof at the Historical Society
7. Approve the Fiscal Year 2018 Financial Audit as presented by Mack & Associates, P.C.
8. Approve City Administrator Employment Agreement
9. Approve Salary Increase for Building Inspector Rick Smith
10. The next scheduled meeting is Tuesday, October 16, 2018 at 6:00 p.m.

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

1. Approve Ordinance Number 18-09-18-02, an Ordinance Establishing an Administrative Procedure for Assessing and Determining Claims Under PSEBA

2. Approve Ordinance Number 18-09-18-03, an Ordinance Amending and Creating Ordinances to Clarify and Authorize the Collection of Administrative Adjudication and Traffic Violation Debts owed to the City of Wilmington by a Collection Agency
3. The next scheduled meeting is Tuesday, October 9, 2018 at 6:00 p.m.

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

Nothing at this time.

**IX. Attorney's Report**

**X. Executive Session**

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

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

**XII. Adjournment**

**The next City Council meeting is Tuesday, October 2, 2018 at 7:00 p.m.**

*DRAFT*

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
Tuesday, September 04, 2018**

**Call to Order**

The Regular Meeting of the Wilmington City Council on September 4, 2018 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** Studer, Tutor, Persic, Butler, Kirwin, Vice, Evans, 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 Deputy City Clerk Joie Ziller and Attorney Bryan Wellner

**Approval of Minutes**

Alderman Combes made a motion and Alderman Vice seconded to approve the August 21, 2018 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

**AYES:**     **8** Evans, Tutor, Kirwin, Vice, Butler, Combes, Persic, Studer

**NAYS:**     **0**

The motion carried.

**Mayor’s Report**

1.     “7 Reasons To Leave The Party” by Judge Ben Braun

Judge Braun briefed the Council on her presentation at the High School on 9/17/2018 at 7:30 a.m.

2.     National Alert Text for both WEA (Wireless Emergency Alert) and EAS(Emergency Alert System) on September 20, 2018 at 2:18 EDT

**Public Comment**

Mike Michalowski would like the City to create an alley building on the canal side of South Water Street. Mr. Michalowski would like the City to buy his property.

*DRAFT*

**Planning & Zoning Commission**

The next meeting is scheduled for Thursday, October 4, 2018 at 5:00 p.m.

**Committee Reports**

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

The next scheduled meeting is Wednesday, October 10, 2018 at 5:30 p.m.

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

The next scheduled meeting is Wednesday, October 10, 2018 at 6:00 p.m.

**Police & ESDA Committee**

The next scheduled meeting is Tuesday, October 9, 2018 at 5:30 p.m.

**Finance, Administration & Land Acquisition Committee**

The next scheduled meeting is Tuesday, October 16, 2018 at 6:00 p.m.

**Ordinance & License Committee**

*Co-Chairs – Floyd Combes & Lisa Butler*

The next scheduled meeting is Tuesday, October 9, 2018 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 Kirwin 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)], Collective Negotiating Matters [5 ILCS 120/2(c)(2)], and Matters of Land Acquisition [2(c)(5) and 2(c)(6)] at 7:20 p.m.

Upon roll call, the vote was:

**AYES:**     8   Studer, Persic, Evans, Tutor, Kirwin, Vice, Butler, Combes

**NAYS:**     0

The motion carried.

***DRAFT***

Alderman Persic made motion and Alderman Kirwin seconded to come out of Executive Session at 8:12 p.m.

Upon roll call, the vote was:

**AYES:**     8 Studer, Persic, Evans, Tutor, Kirwin, Vice, Butler, Combes

**NAYS:**     0

The motion carried.

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

No action was taken to approve the City Administrator Employment Agreement.

Alderman Persic made a motion and Alderman Tutor seconded to Authorize the Wilmington Police Commission to Seek & Hire one Full-Time Police Officer.

Upon roll call, the vote was:

**AYES:**     8 Evans, Tutor, Kirwin, Vice, Butler, Combes, Persic, Studer

**NAYS:**     0

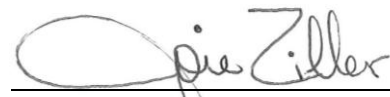
The motion carried.

**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 August 21, 2018 adjourned at 8:14 p.m.

Respectfully submitted,

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

**GROUND  
LEASE**

Lessor:

**CITY OF WILMINGTON  
an Illinois Municipal Corporation**

Lessee:

**Wilmington Baseball Softball Association  
An Illinois not-for-profit**

Date:

**September 18, 2018**

## GROUND LEASE

This Ground Lease (this “Lease”), is made and entered into as of September 18, 2018 by and between THE CITY OF WILMINGTON, an Illinois municipal corporation (“Lessor”), and The Wilmington Baseball Softball Association, an Illinois not-for-profit (“Lessee”) (collectively the “Parties”).

## RECITALS

WHEREAS, Lessor is the owner of that certain land generally located at generally located at 250 Bridge Street, 201 Bridge Street and 1201 N. Joliet Street, Will County, Illinois.

WHEREAS, Lessee will be conducting substantial construction and development activities (“**Development Activities**”) on the Premises, specifically, the development of playing fields.

WHEREAS, The Wilmington Baseball Softball Association, an Illinois not-for-profit organization has used said excess property in the past and currently uses said property; and

WHEREAS, The Wilmington Baseball Softball Association provides an important service to the families of the City of Wilmington by providing the children of Wilmington the ability to play on a baseball team, a team sport; and

WHEREAS, it has been recognized that children who participate in organized sports such as baseball and softball, do better in school, are more team oriented, have better interpersonal skills, and are generally healthier; and

WHEREAS, participation in sports provides opportunities for leadership and socialization as well as the development of skills for handling success and failure; and

WHEREAS, the Mayor and Aldermen of the City of Wilmington believe that it is in the best interests of the residents of the City of Wilmington to enter into a longtime lease with The Wilmington Baseball Softball Association for the use of said Premises.

## AGREEMENT

### 1. BASIC PROVISIONS AND DEFINITIONS.

#### 1.1 Term.

The initial term of this Lease shall be ninety-nine (99) years commencing on the date of this Agreement (“**Commencement Date**”) and terminating on the ninety-ninth (99<sup>th</sup>) anniversary of the Commencement Date (“**Expiration Date**”). The period commencing on the Commencement Date and ending on the Expiration Date, subject to earlier termination in accordance herewith, is hereinafter referred to as the “**Term**”. The term “**Lease Year**” shall mean each consecutive twelve-month period beginning with the Commencement Date.



## 1.2 Rent and Net Lease.

### (a) Base and Additional Rent.

The Base Rent shall be One Dollar (\$1.00) per Lease Year (“**Base Rent**”).

In addition to the Base Rent, Lessee agrees to pay all costs pertaining to its operation and use of the Premises and improvements during the Term (“**Lessee Expenses**”), it being the agreement between Lessor and Lessee that this is a fully net lease, and Lessor shall not pay any costs or expenses pertaining thereto during the Term. Lessee shall pay as additional rent (“**Additional Rent**”) all Lessee Expenses during the Term, including without limitation all (i) taxes, license and permit fees, if any should be imposed by a governmental authority, (ii) charges for public utilities of any kind including both utilities supplied by governmental authorities and utilities supplied by private companies, and it is understood between the parties that, at the time of entering into this Lease, the City of Wilmington does not charge Lessee for water usage, however, if Lessee’s water usage exceeds historical amounts, or if the City of Wilmington does not continue to provide complimentary water service for any reason in the future, then Lessee shall pay the current water usage rate, unless otherwise mutually agreed in writing between the parties, (iii) obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for sidewalks, streets, sewers, water or any public improvements and any other improvements or benefits which shall, during the Term hereof be made, assessed, levied or imposed upon, or become due and payable in connection with or a lien upon, the Premises, or any part thereof, or the Improvements or upon this Lease and (iv) payment obligations under any reciprocal easement agreement relating to the Premises (“**Impositions**”).

### (b) Allocations.

To the extent any service that may result in an Imposition is not provided separately to the Premises or the Improvements, or calculated separately with respect to the Premises or the Improvements, or separately billed to Lessee, Lessor shall determine a fair and reasonable allocation of the amount of the Impositions constituting Lessee Expenses payable by Lessee as Additional Rent to be agreed upon by Lessee, which agreement by Lessee shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if Lessee does not object within ten (10) days after its receipt of notice of such payment. If Lessor pays any such Impositions directly, then Lessor shall provide notice of such payment and Lessee shall pay the amount paid by Lessor no later than the last business day of the month following Lessee’s receipt of notice of such payment.

### (c) Rent.

The term “Rent” shall mean all monetary obligations of Lessee under the terms of this Lease, including, without limitation, Base Rent, Additional Rent, and all other amounts payable to Lessor pursuant to the terms of this Lease.

## 1.3 Permitted Use.

The use of the Land shall be for the development, maintenance and operation of

baseball and softball playing fields.

## **2. RIGHTS OF LESSOR AND LESSEE.**

### **2.1 Letting.**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises for the Term for the Rent, and upon all of the terms, covenants and conditions set forth in this Lease.

### **2.2 Condition.**

Except as expressly set forth in this Lease, Lessee specifically acknowledges and agrees that Lessor is leasing the Premises to Lessee on an “as is. where is. with all faults” basis and that Lessee is not relying on any representations or warranties of any kind whatsoever, express or implied, made by Lessor, its agents or employees as to any matter concerning this Lease, the Premises, any real or personal property on or about the Premises or the condition of the Premises or any real or personal property on or about the Premises.

### **2.3 Rights of Lessee and Lessor.**

#### **(a) Lessee's Rights.**

The Lessee shall have a nonexclusive right over the Land for the purpose of permitting Lessee to discharge its obligations and exercise its duties under this Lease.

#### **(b) Lessor's Rights.**

Lessor hereby reserves to Lessor the following rights during the Term, provided that the exercise of any of such rights shall not unreasonably interfere with the Lessee's use and enjoyment of the Premises:

(c) Unless otherwise set forth herein, the rights of Lessor and Lessee as set forth in this Section 2.3 and the areas subject to such rights (i) shall be nonexclusive, (ii) shall be subject to the terms of this Lease and (iii) may be relocated by the legal possessor of the portion of the Land which is burdened by such rights.

### **2.4 Lessee Self-Help.**

If the City of Wilmington should transfer its interest in this Lease to a private party, then to the extent that a Lessor fails to pay any fees or obligations of any kind which are the Lessor's responsibility and which could have a material adverse effect on the Project, Lessee may, but shall not be obligated to, pay for same. In such event, the Lessor shall be liable for any interest or penalties which accrued due to Lessor's failure to remit same on a timely basis.

### **3. HAZARDOUS SUBSTANCES.**

#### **3.1 Limitation on Hazardous Substances.**

Except as provided herein, Lessor and Lessee shall neither cause nor permit any Hazardous Materials (as defined below) to be used, generated, stored, transported, handled or disposed of in or about the Project at any time during the Term (such activities are hereinafter referred to as “**Environmental Activities**”). In the event Hazardous Materials are present in or about the Project in violation of Hazardous Materials Laws (defined below) due to the activities of Lessee, Lessee shall remove such waste or materials at Lessee’s sole cost and expense and shall indemnify, defend and hold Lessor harmless from and against any and all damages, claims, injuries, costs and liabilities arising therefrom or related thereto, including all costs of clean-up, reasonable attorneys’ fees and court costs. Notwithstanding the foregoing, and subject to Lessee’s covenant to comply with all Hazardous Materials Laws and all other terms and conditions of this Lease, Lessee may bring upon, keep and use in the Premises and Improvements cleaning supplies typically used in retail and residential projects in the ordinary course of business for use in the manner for which they were designed.

#### **3.2 Hazardous Materials Laws.**

Lessee, at its sole cost and expense, shall comply in a timely manner with all federal, state, and local laws, ordinances and regulations and all rules, licenses, permits, orders, decrees and judgments relating to Environmental Activities (collectively referred to as “**Hazardous Materials Laws**”) conducted on the Premises or Improvements. Lessor, at its sole cost and expense, shall comply in a timely manner with all Hazardous Materials Laws. A material Default by Lessee (subject to applicable notice and cure periods) of any of its covenants or obligations under this Section 3.2 shall constitute a Breach of this Lease. The obligations of Lessee under this Section 3.2 shall survive the expiration or earlier termination of this Lease and shall constitute obligations that are independent and severable from Lessee’s covenants and obligations to pay Rent under this Lease.

#### **3.3 Hazardous Materials.**

“Hazardous Materials” shall mean asbestos, any petroleum fuel and any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Illinois or the United States Government, including, but not limited to, any material or substance defined as a “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “hazardous substance,” “hazardous material” or “toxic pollutant” under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.

### **4. MAINTENANCE: REPAIRS: TRADE FIXTURES: ALTERATIONS.**

#### **4.1 Lessee’s Obligations.**

(a) Generally.

Subject to the terms of this Lease, Lessee shall at all times at Lessee’s sole cost and

expense, keep the Premises in clean order and repair and shall not constitute a public nuisance.

(b) Post Possession Condition.

Upon termination or non-renewal of this Lease, Lessee shall remove all fixtures and structures and return the property in clean and good condition free of debris at Lessee's sole cost, unless otherwise mutually agreed between the parties in writing.

(c) Failure to Perform.

If Lessee fails to perform Lessee's obligations under this Section 4.1, Lessor may enter upon the Premises after fifteen (15) days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), to perform such obligations, or cause compliance with such restrictions, on Lessee's behalf. Should Lessor perform such obligations, Lessee shall reimburse Lessor for its costs as Additional Rent.

(d) Lien Protection.

Lessee shall pay when due all claims for labor or materials furnished to or for Lessee at Lessee's request for use on the Premises, which claims are or may be secured by a mechanic's or materialmen's lien placed on title to the Premises or any interest therein. Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend and protect itself, Lessor and the Premises against the same and Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same, as required by law for the holding of the Premises free from the effect of such lien, claim or demand. Notwithstanding any of the foregoing, if such a lien, claim or demand is the result of a default by Lessor or one of its affiliates, Lessor shall not have any rights or remedies against Lessee hereunder, including, without limitation, those set forth in this Section 4.1(c).

**5. INSURANCE: INDEMNITY.**

**5.1 Insurance.**

(a) Generally.

Lessee shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) or that amount of insurance required by the Wilmington Baseball Softball Association, or its successor organization. Lessee shall have the City listed as an additional insured on Lessee's policy. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain. Each insurance policy shall, to the extent obtainable, contain provisions that no act or negligence of Lessee, or its or their contractors or subcontractors or their agents or employees, which might otherwise result in a forfeiture of such insurance or any part thereof, shall in any way affect validity or enforceability of such insurance insofar as Lessor is concerned.

(b) Failure to Perform.

If Lessee shall fail to maintain any such insurance required hereunder, Lessor may, at Lessor's election, after fifteen (15) days' written notice to Lessee, procure same, and the premium cost shall be Additional Rent, it being hereby expressly covenanted and agreed that payment by Lessor of such premium shall not be deemed to waive or release the obligation of Lessee to payment thereof or any of Lessor's other rights hereunder.

**5.2 Indemnification.**

To the fullest extent permitted by law, Lessee agrees to protect, defend (at Lessee's sole expense and with counsel acceptable to Lessor), indemnify and hold Lessor, Lessor's members and their agents, employees, parents, subsidiaries, officers and directors harmless from and against all loss, damage, liability, demand expense, cost, claim or lien (including mechanics' liens and stop notices), including without limitation attorneys' fees, consulting costs and court costs, including without limitation the cost of appellate proceedings and disbursements, arising out of injury (bodily injury and/or personal injury) to or death of persons (including, but not limited to, any employee or agent of Lessor), loss of, loss of use of or damage to property, or economic loss arising out of, or relating in any way, directly or indirectly, to: (i) Lessee's use of the Premises; (ii) the acts or omissions of Lessee and/or Lessee Indemnities on the Premises; or (iii) Lessee's breach or default of its obligations hereunder, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Lease, and except where such loss, damage, injury, liability expense, cost or claim is the result of the negligence or willful misconduct of Lessor or independent contractors who are responsible to Lessor. Such indemnification shall include costs of suits and reasonable attorneys' fees incurred in enforcing this indemnification provision and defending against, or negotiating settlement of, any claim or suit.

**6. TERMINATION.**

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) Termination by Lessor.

Upon six (6) months written notice by Lessor if it determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons.

(b) Termination by Lessee.

Upon six (6) months written notice by Lessee if it determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons.

**7. ASSIGNMENT AND SUBLETTING.**

**7.1 Assignment.**

(a) Transfer by Lessor.

Lessor may Transfer (as described below) this Lease or its interest therein in its sole discretion.

(b) Transfer by Lessee.

Except as otherwise expressly set forth in this Lease, Lessee may not assign this Lease, enter into franchise, license or concession agreement, pledge, hypothecate or otherwise transfer (including any transfer by operation of law) all or any part of this Lease or Lessee's interest in the Premises, or allow this Lease or Lessee's interest in the Premises to be subject to any lien or encumbrance (collectively "**Transfer**") without the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

**7.2 Subleasing.**

Except as otherwise expressly set forth in attachment (I.A), Lessee may not sublease or rent all or a portion of the Premises.

**7.3 Use of Fields.**

Notwithstanding the above, Lessee may permit use of a portion of Premises to another not for profit baseball/softball associations upon the written consent of the Lessor. Any such organization must provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). All organizations using Premises shall have the City of Wilmington listed as additionally insured on said organizations policy.

**8. DEFAULT: BREACH: REMEDIES.**

**8.1 Default; Breach.**

The term "**Default**" means a failure of Lessee or Lessor, as the case may be, to observe, comply with or perform any of the terms, covenants, conditions or rules of this Lease applicable to such Party. The term "**Breach**" means the occurrence of a Default and the failure of the defaulting party to cure such Default prior to the expiration of the applicable grace period, and shall entitle the non-Defaulting party to pursue the remedies set forth in or referred to below in this Section 8.

**8.2 Default and Breach by Lessee.**

The occurrence of any of the following shall constitute a Default and (after expiration of the applicable grace period) a Breach of this Lease by Lessee: (i) the failure of Lessee to pay any Rent when due in accordance with the provisions of this Lease; or (ii) failure to perform fully and promptly any other covenant or condition of Lessee under this Lease and the continuance of such failure for a period of thirty (30) days after written notice to Lessee from Lessor specifying the nature of such failure; provided, however, that if the nature of Lessee's Default is such that more

than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach by Lessee if Lessee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

### **8.3 Remedies of Lessor.**

Except as expressly set forth herein, in the event of a Breach of this Lease by Lessee, Lessor may terminate this Lease and pursue any rights or remedies it may have at law or in equity.

### **8.4 Breach by Lessor.**

Lessor shall not be deemed in Breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Section 8.4, such reasonable time shall mean a period of thirty (30) days after written notice from or on behalf of Lessee to Lessor (and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose) specifying the obligation of Lessor that has not been performed; provided, however, that if the nature of Lessor's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this Lease by Lessee if Lessee commences such cure within such thirty (30) days and thereafter diligently prosecutes such cure to completion.

### **8.5 Remedies of Lessee.**

In the event of a Breach by Lessor, Lessee may at its option either (a) terminate this Lease, or (b) perform such duty or obligation on Lessor's behalf.

### **8.6 Damages.**

Neither Party shall be liable to the other Party under any circumstances for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim including without limitation the aforementioned claims. In any action file, the non-prevailing Party shall be responsible for the prevailing Party's reasonable costs and attorney fees.

### **8.7 Continuing Obligations.**

The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

## **9. CONDEMNATION.**

### **9.1 Definition of Taking.**

The terms “taking” or “taken” as used in this Section 9 shall mean condemnation by eminent domain or sale under threat of condemnation of all or any portion of the Premises.

### **9.2 Award for Taking of the Premises.**

If the Premises or any portion thereof are taken, this Lease shall terminate as to the part so taken (the “**Condemned Space**”) as of the date the condemning authority takes title or possession, whichever first occurs. Any award for the taking of all or any part of the Premises or any payment made under threat of the exercise of the power of eminent domain (excluding any compensation separately awarded to Lessee for Lessee’s relocation expenses) shall be the property of Lessor. In the event portions of the Premises are taken and the award for such taking is not separately paid for the Land, on the one hand (“**Lessor Property**”) and Improvements, on the other hand, such award shall be split between Lessor and Lessee based upon the relative values of the portions of the Lessor Property and Improvements so taken, respectively, which values shall be determined using the method of valuation used by the condemning authority in determining the amount of the overall award to be granted for the taking of such portions of the Project.

## **10. MISCELLANEOUS.**

### **10.1 Severability.**

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

### **10.2 Time of Essence.**

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

### **10.3 Days.**

Unless otherwise specifically indicated to the contrary, the word “days” as used in this Lease shall mean and refer to business days.

### **10.4 Notices.**

#### **(a) Notice Requirements.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:



If to Lessee, to:	If to Lessor, to:	With Copy to:
Wilmington Baseball Softball Association Wilmington, IL 60481 Attn: Rick Hopwood or his successor	City of Wilmington 1165 S. Water Street Wilmington, IL 60481 Attn: Mayor Strong or his successor	

(b) Date of Notice.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or an overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon telephone or facsimile confirmation of receipt of the transmission thereof, provided a copy is also delivered via delivery or mail. If notice is received *on a* Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

**10.5 Waivers.**

No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or any other term, covenant or condition hereof. Lessor's consent to, or approval of, any such act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Lessor's knowledge of a Default or Breach at the time of accepting Rent, the acceptance of Rent by Lessor shall not be deemed a waiver of any Default or Breach by Lessee of any provision hereof. Any payment given to Lessor by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

**10.6 Cumulative Remedies.**

No remedy or election of Lessee hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**10.7 Covenants and Conditions; Construction of Lease.**

All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In constructing this Lease, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**10.8 Binding Effect: Choice of Law.**

This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Illinois. Any litigation between the Parties concerning this Lease shall be initiated in Will County, Illinois.

**10.6 Quiet Possession.**

Except as otherwise set forth herein, upon payment by Lessee of the Rent and the performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession of the Premises for the entire Term.

**10.7 Reservations.**

Lessor reserves the right, from time to time, to grant such easements, rights of way, utility raceways and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions.

**10.11 Amendments.**

This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

**10.12 Relationship of Parties.**

Nothing contained in this Lease shall be deemed or construed by the parties thereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Lessor and Lessee, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

[signature page to follow]

The Parties have executed this Lease at the place and on the dates specified above their respective signatures.

**LESSOR:**

Executed on: September 18, 2018

**CITY OF WILMINGTON,**  
An Illinois municipal corporation

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

Name: Roy Strong

Its: Mayor

**LESSEE:**

Executed on: \_\_\_\_\_

**THE WILMINGTON BASEBALL SOFTBALL ASSOCIATION**  
An Illinois not-for-profit

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

# City of Wilmington

Check Register Meeting Date: September 18, 2018



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
0	9/14/2018	Payroll Sweep	77,603.92
0	9/14/2018	Illinois Municipal League	310.00
0	9/14/2018	IMRF	17,753.36
0	9/14/2018	Newegg	144.98
0	9/14/2018	Paycor	417.24
0	9/14/2018	WEX Bank	3,574.21
0	9/14/2018	Misc Vendors PW	1,828.13
0	9/14/2018	Life Proof	6.36
20355	9/18/2018	Air Gas USA, LLC	63.07
20356	9/18/2018	Allied Nursery, Inc.	114.00
20357	9/18/2018	Bob Barker Company, Inc.	40.59
20358	9/18/2018	Brown's Building Maintenance, Inc.	2,478.00
20359	9/18/2018	Cintas Corporation	495.36
20360	9/18/2018	Comcast	149.85
20361	9/18/2018	ComEd	137.12
20363	9/18/2018	DTW Inc	1,645.19
20364	9/18/2018	Fastenal Company	166.00
20365	9/18/2018	Fisher Auto Parts Inc	416.03
20366	9/18/2018	G W Communications	79.20
20367	9/18/2018	Grundy Redi-Mix Company	1,127.25
20368	9/18/2018	Kris Hopper	106.96
20369	9/18/2018	Illinois Office of the Attorney General	90.00
20370	9/18/2018	Illinois State Police	59.50
20371	9/18/2018	Illinois State Police	90.00
20372	9/18/2018	Illinois Tactical Officers Association	255.00
20373	9/18/2018	Jcm Uniforms	62.50
20374	9/18/2018	Konica Minolta	259.65
20375	9/18/2018	Konica Minolta	87.38
20376	9/18/2018	Latino's Landscaping	10,214.00
20377	9/18/2018	McCann Industries Inc	1,320.28
20378	9/18/2018	Mcgrath Office Equipment	156.33
20379	9/18/2018	Office Depot	98.02
20380	9/18/2018	Prairie Material Sales Inc	476.41
20381	9/18/2018	Qualification Targets Inc	139.87
20382	9/18/2018	Richard Quigley	23.75
20383	9/18/2018	Sistek Sales Inc	1,389.00
20384	9/18/2018	Standard Equipment Co	128.73
20385	9/18/2018	Staples Advantage	57.36
20386	9/18/2018	TA Operating, LLC	566.23

20387	9/18/2018	Traffic Control & Protection, Inc.	458.70
20388	9/18/2018	Treasurer of the State of Illinois	15.00
20389	9/18/2018	Waste Management Of Il SW	693.32
20390	9/18/2018	WESCOM	20,024.28
20391	9/18/2018	Whitmore Investments Inc	534.03
20392	9/18/2018	Will County Clerk	10.00
TOTAL:			<u>145,866.16</u>

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

0	9/14/2018	Payroll Sweep	15,742.97
0	9/14/2018	IMRF	4,061.44
0	9/14/2018	US Post Office	491.38
0	9/14/2018	WEX Bank	386.83
0	9/14/2018	IL Funds US Bank	606.90
0	9/14/2018	INB Bank	2.87
10515	9/18/2018	Comcast	104.85
10517	9/18/2018	DTW Inc	226.46
10518	9/18/2018	Fisher Auto Parts Inc	26.34
10519	9/18/2018	Grundy Supply	116.45
10520	9/18/2018	Mcgrath Office Equipment	156.34
10525	9/18/2018	Viking Chemical Company	4,313.72
10526	9/18/2018	Waste Management Of Il SW	37,936.24
10527	9/18/2018	Whitmore Investments Inc	220.20
TOTAL:			<u>64,392.99</u>

**Fund 3 Sewer Capital Project Fund**

10523	9/18/2018	Sunbelt Rentals, Inc.	1,983.20
TOTAL:			<u>1,983.20</u>

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

0	9/14/2018	Payroll Sweep	12,342.16
0	9/14/2018	IMRF	3,651.82
0	9/14/2018	US Post Office	491.39
0	9/14/2018	WEX Bank	263.58
0	9/14/2018	IL Funds US Bank	606.90
0	9/14/2018	INB Bank	2.87
10516	9/18/2018	Consolidated Pipe & Supply Co., Inc.	18.60
10517	9/18/2018	DTW Inc	153.96
10518	9/18/2018	Fisher Auto Parts Inc	51.54
10519	9/18/2018	Grundy Supply	144.00
10520	9/18/2018	Mcgrath Office Equipment	156.34
10522	9/18/2018	Nestle Water North America	25.91
10524	9/18/2018	USA Blue Book	662.60
10527	9/18/2018	Whitmore Investments Inc	1,115.00
TOTAL:			<u>19,686.67</u>

**Fund 5 DFC Federal Grant Fund**

0	9/12/2018	Better Business Planning Inc.	2,442.86
TOTAL:			<u>2,442.86</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	9/14/2018	WEX Bank	146.67
20362	9/18/2018	Dive Rescue International, Inc.	324.38
20390	9/18/2018	WESCOM	2,241.24
20391	9/18/2018	Whitmore Investments Inc	16.97
TOTAL:			<u>2,729.26</u>

<b>Fund</b>	<b>17</b>	<b>Water Capital Project Fund</b>	
10521	9/18/2018	Midwest Meter Inc	463.98
TOTAL:			<u>463.98</u>
GRAND TOTAL:			<u><u>237,565.12</u></u>

\_\_\_\_\_  
Dennis Vice

\_\_\_\_\_  
Floyd Combes

\_\_\_\_\_  
Steve Evans

\_\_\_\_\_  
John Persic, Jr.

\_\_\_\_\_  
Kevin Kirwin

\_\_\_\_\_  
Frank Studer

\_\_\_\_\_  
Lisa Butler

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

**Approved: September 18, 2018**

**City of Wilmington**  
**Collector's Report of Deposits Other Than Taxes**  
**For the Month Ended August 31, 2018**

**GENERAL CORPORATE**

BUSINESS REGISTRATION FEE	-
ECONOMIC DEVELOPMENT FEE	553
CONTRACTOR'S REGISTRATION FEE	1,000
OPERATING LICENSES - MISC	25
OVERWEIGHT TRUCK PERMITS	2,024
LIQUOR LICENSES	-
OTHER MISC. REIMBURSEMENTS	2,936
HEALTH INSURANCE REIMBURSEMENTS	4,604
OTHER MISC. INCOME	22,534
DEVELOPERS REIMBURSEMENTS	50,184

**BUILDING**

BUILDING PERMIT FEES	718
BUILDING PERMIT INSPECTION FEES	705
PLANNING & ZONING FEE	150

**POLICE**

CLERK OF CIRCUIT COURT FINES	3,283
ORDINANCE/MISC FINES	4,185
IMPOUNDMENT FINES	750
K-9 DONATIONS	-

GENERAL CORPORATE TOTAL 93,651

**WATER & SEWER**

WATER DIST SYSTEM TAP-ON FEES	-
WATER SYSTEM CAPACITY USER FEES	-
WATER METER PURCHASES	-
SEWER SYSTEM CAPACITY USER FEES	-
SEWER COLLECTION SYSTEM FEES	-
LATE FEES/PENALTIES	6,806
OTHER MISC. INCOME	4,923
OTHER REIMBURSEMENTS - W&S	1,269
UTILITY BILLING CASH RECEIPTS	341,178

WATER & SEWER TOTAL 354,176

**TOTAL MONTHLY RECEIPTS: 447,827**

<u>Fund</u>	<u>Description</u>	<u>YTD Balance Before Period</u>	<u>Revenues for Period</u>	<u>Expenses for Period</u>	<u>Year to Date Amount</u>
01	General Corporate Fund	272,991.71	356,263.85	467,511.97	161,743.59
02	Water Operating M & R Fund	99,496.45	135,653.09	111,184.28	123,965.26
03	Sewer Capital Project Fund	275,838.53	91,729.70	10,767.00	356,801.23
04	Sewer Operating M & R Fund	(397,551.83)	87,991.35	69,098.06	(378,658.54)
05	DFC Federal Grant Fund	986.49	14,832.88	15,231.42	587.95
06	Motor Fuel Tax Fund	37,970.18	13,641.90	0.00	51,612.08
07	ESDA Fund	(14,897.10)	129.50	8,131.29	(22,898.89)
12	Debt Service Fund	83,238.37	9,280.57	0.00	92,518.94
17	Water Capital Project Fund	76,475.67	31,716.40	12,664.14	95,527.93
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	920.00	5,280.00	0.00	6,200.00
24	Capital Project Fund	113,151.66	599.86	0.00	113,751.52
25	RidgePort TIF#2 Fund	2,311,111.16	35,832.57	2,282,926.21	64,017.52
	Report Totals:	2,859,731.29	782,951.67	2,977,514.37	665,168.59



General Ledger  
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
01	General Corporate Fund					
	Property Tax Revenue	1,181,956.00	52,524.99	694,119.94	487,836.06	41.27
	Taxes-State Per Capita Revenue	701,000.00	48,882.37	249,261.73	451,738.27	64.44
	Tax Revenue - Other	1,123,800.00	100,775.37	393,691.55	730,108.45	64.96
	Utility Taxes	515,000.00	47,956.20	175,684.25	339,315.75	65.88
	License Fees	88,000.00	3,602.13	23,406.52	64,593.48	73.40
	Building Fees	574,000.00	1,573.25	59,296.72	514,703.28	89.67
	Franchise Fee	78,000.00	19,332.74	38,240.76	39,759.24	50.97
	Fines and Court Fees	135,000.00	8,217.36	39,757.59	95,242.41	70.55
	Revenue from Bonds/Loans	300,000.00	0.00	0.00	300,000.00	100.00
	Rental Income	500.00	0.00	75.00	425.00	85.00
	Interest Income	8,000.00	1,196.45	4,414.63	3,585.37	44.81
	Grants - Misc.	14,960.00	0.00	0.00	14,960.00	100.00
	Special Use Revenue	3,000.00	0.00	0.00	3,000.00	100.00
	Developer Reimbursements	506,500.00	50,183.96	138,002.54	368,497.46	72.75
	Other Reimbursements	25,000.00	2,935.94	3,838.06	21,161.94	84.64
	Employee Ins Reimb.	57,000.00	4,604.09	18,186.28	38,813.72	68.09
	Other Misc. Income	92,000.00	14,479.00	30,562.28	61,437.72	66.78
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,403,716.00	356,263.85	1,868,537.85	3,535,178.15	65.42
	Salary Expense	2,052,500.00	210,772.94	647,214.44	1,405,285.56	68.46
	Police Commission Exp	16,000.00	549.00	1,993.88	14,006.12	87.53
	Employee Health & Life Insuran	348,000.00	823.55	92,464.22	255,535.78	73.43
	Retired Empl Health Ins/Dental	120,000.00	1,323.00	36,067.03	83,932.97	69.94
	Oper Supplies and Tools	40,000.00	1,583.48	7,736.48	32,263.52	80.65
	Gasoline, Oil & Tolls	61,000.00	4,346.48	18,057.10	42,942.90	70.39
	Office Supplies	14,900.00	783.71	1,500.56	13,399.44	89.92
	Training Expenses & Mileage	25,000.00	245.00	8,943.39	16,056.61	64.22
	Property, Equip & Liability Ins	335,000.00	11,030.00	33,090.00	301,910.00	90.12
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	102,000.00	6,122.50	18,917.59	83,082.41	81.45
	Notices/Legal Publications	5,800.00	77.00	330.60	5,469.40	94.30
	Consulting /Service Fees	415,500.00	5,397.50	35,780.53	379,719.47	91.38
	Other Professional Services	334,400.00	30,723.52	128,407.51	205,992.49	61.60
	Computer Maint. & Prog. Fees	49,200.00	1,933.94	18,386.41	30,813.59	62.62
	Dues, Subscrip. & Memberships	12,300.00	0.00	409.86	11,890.14	96.66
	Community Dev Expense	71,000.00	8,981.26	40,481.13	30,518.87	42.98
	Maintenance - Equipment	46,500.00	3,010.40	8,182.24	38,317.76	82.40
	Maintenance - Grounds/Building	153,000.00	6,559.06	46,013.12	106,986.88	69.92
	Vehicle Expenses	45,000.00	2,912.21	5,362.13	39,637.87	88.08
	Uniforms	30,000.00	445.04	11,572.08	18,427.92	61.42
	Rental of Equipment	8,500.00	230.00	460.00	8,040.00	94.58
	Utilities / Telephone Services	139,100.00	10,436.49	41,620.46	97,479.54	70.07
	Misc	158,000.00	85,962.43	86,426.09	71,573.91	45.30

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Leased Equipment	29,000.00	1,254.47	1,538.18	27,461.82	94.69
	Capital Equipment Purchases	8,000.00	0.00	0.00	8,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Chemical Treatment, Disposal	145,000.00	10,400.59	33,740.86	111,259.14	76.73
	Garbage Disposal Fee	470,000.00	37,810.90	150,271.22	319,728.78	68.02
	Payroll Tax/Pension Expenses	79,500.00	3,130.58	18,303.71	61,196.29	76.97
	EXPENSES Totals:	1,729,203.00	111,184.28	408,428.02	1,320,774.98	76.38
02	Totals:	(90,003.00)*	24,468.81*	123,965.26*	(213,968.26)*	237.73*
03	Sewer Capital Project Fund					
	Utility Usage Fees	43,000.00	3,622.15	14,314.92	28,685.08	66.70
	Utility Base/DS Fees	1,013,000.00	85,755.20	359,400.32	653,599.68	64.52
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp. Fees (TAP)	12,000.00	0.00	6,000.00	6,000.00	50.00
	Revenue from Bonds/Loans	1,000,000.00	0.00	0.00	1,000,000.00	100.00
	Rental Income	6,600.00	550.00	2,200.00	4,400.00	66.66
	Interest Income	7,000.00	1,802.35	6,137.72	862.28	12.31
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	24,000.00	0.00	26,697.00	(2,697.00)	(11.23)
	Transfers From Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	REVENUE Totals:	2,205,600.00	91,729.70	414,749.96	1,790,850.04	81.19
	Salary Expense	2,000.00	0.00	2,000.00	0.00	0.00
	Engineering Services	30,000.00	22,980.00	24,340.00	5,660.00	18.86
	Legal Services	5,000.00	0.00	0.00	5,000.00	100.00
	Other Professional Services	2,000.00	0.00	0.00	2,000.00	100.00
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Other Capital Projects	1,034,000.00	0.00	0.00	1,034,000.00	100.00
	Capital Equipment Purchases	25,500.00	0.00	16,000.00	9,500.00	37.25
	Construction Projects	50,000.00	(12,213.00)	15,608.73	34,391.27	68.78
	Transfers to Other Funds	903,000.00	0.00	0.00	903,000.00	100.00
	EXPENSES Totals:	2,071,500.00	10,767.00	57,948.73	2,013,551.27	97.20
03	Totals:	134,100.00*	80,962.70*	356,801.23*	(222,701.23)*	(166.07)*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	900,000.00	87,357.03	313,054.75	586,945.25	65.21
	Utility Base/DS Fees	0.00	0.00	(0.00)	0.00	0.00
	Utility Capacity Fees	100,000.00	0.00	15,750.00	84,250.00	84.25
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	16,000.00	634.32	3,129.40	12,870.60	80.44
	Other Misc. Income	0.00	0.00	414.45	(414.45)	0.00
	Transfers From Other Funds	903,000.00	0.00	0.00	903,000.00	100.00

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Taxes-State Per Capita Revenue	147,000.00	12,975.93	49,198.96	97,801.04	66.53
	Interest Income	1,500.00	665.97	2,413.12	(913.12)	(60.87)
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	153,500.00	13,641.90	51,612.08	101,887.92	66.37
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Road Construction Projects	10,000.00	0.00	0.00	10,000.00	100.00
	Road Repair Materials	329,000.00	0.00	0.00	329,000.00	100.00
	EXPENSES Totals:	344,000.00	0.00	0.00	344,000.00	100.00
06	Totals:	(190,500.00)*	13,641.90*	51,612.08*	(242,112.08)*	127.09*
07	ESDA Fund					
	Property Tax Revenue	3,000.00	129.50	1,770.40	1,229.60	40.98
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Grants - State- Other	6,000.00	0.00	0.00	6,000.00	100.00
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	500.00	0.00	218.68	281.32	56.26
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	Transfers From Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	64,500.00	129.50	1,989.08	62,510.92	96.91
	Salary Expense	9,000.00	2,250.00	4,500.00	4,500.00	50.00
	Oper Supplies and Tools	12,000.00	285.58	1,781.92	10,218.08	85.15
	Gasoline, Oil & Tolls	4,000.00	641.59	1,533.67	2,466.33	61.65
	Office Supplies	950.00	0.00	560.93	389.07	40.95
	Training Expenses & Mileage	4,000.00	0.00	0.00	4,000.00	100.00
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,500.00	1,181.70	1,318.50	5,181.50	79.71
	Dues, Subscrp. & Memberships	700.00	0.00	83.95	616.05	88.00
	Maintenance - Equipment	6,500.00	70.00	1,283.31	5,216.69	80.25
	Vehicle Expenses	4,000.00	1,067.33	1,090.04	2,909.96	72.74
	Utilities / Telephone Services	11,500.00	794.23	3,594.75	7,905.25	68.74
	Misc	6,500.00	15.85	15.85	6,484.15	99.75
	Expensed Equipment	1,500.00	0.00	0.00	1,500.00	100.00
	Leased Equipment	23,000.00	1,825.01	9,125.05	13,874.95	60.32
	Capital Equipment Purchases	6,000.00	0.00	0.00	6,000.00	100.00
	Transfers to Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	EXPENSES Totals:	101,350.00	8,131.29	24,887.97	76,462.03	75.44
07	Totals:	(36,850.00)*	(8,001.79)*	(22,898.89)*	(13,951.11)*	37.85*
12	Debt Service Fund					
	Property Tax Revenue	146,067.00	6,277.73	85,822.85	60,244.15	41.24

General Ledger  
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
24	Totals:	(222,000.00)*	599.86*	113,751.52*	(335,751.52)*	151.23*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	4,910,000.00	35,496.03	2,357,076.06	2,552,923.94	51.99
	Interest Income	15,000.00	336.54	5,628.89	9,371.11	62.47
	REVENUE Totals:	4,925,000.00	35,832.57	2,362,704.95	2,562,295.05	52.02
	Other Professional Services	50,000.00	15,690.80	31,452.02	18,547.98	37.09
	Community Dev Expense	4,890,000.00	2,267,235.41	2,267,235.41	2,622,764.59	53.63
	EXPENSES Totals:	4,940,000.00	2,282,926.21	2,298,687.43	2,641,312.57	53.46
	25 Totals:	(15,000.00)*	(2,247,093.64)*	64,017.52*	(79,017.52)*	526.78*
	REVENUE TOTAL	22,279,483.00**	782,951.67**	6,044,963.00**		
	EXPENSE TOTAL	23,407,405.00**	2,977,514.37**	5,379,794.41**		
	GRAND TOTAL	(1,127,922.00)**	(2,194,562.70)**	665,168.59**		

**CITY OF WILMINGTON**

**ORDINANCE NO. 18-09-18-01**

**AN ORDINANCE APPROVING  
AMENDMENTS TO THE RESTATED  
REDEVELOPMENT AGREEMENT**

**WHEREAS**, on May 4, 2010, the City Council of the City of Wilmington (the “Corporate Authorities”) adopted Ordinance No. 10-05-04-06 approving a redevelopment plan and project prepared by Laube Companies (the “Redevelopment Plan and Project”) for an area consisting of 1,275 acres located at the southeast quadrant near the intersection of Interstate 55 and Lorenzo Road that are appropriate for industrial and commercial development and use as an Intermodal Terminal Facility Area (“Redevelopment Project Area”) as defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“Act”); and

**WHEREAS**, the Redevelopment Plan and Project, including the Redevelopment Project Area as provided therein, were the subject of (i) extensive consideration by a properly convened joint review board and (ii) a public hearing held in accordance with the Act; and

**WHEREAS**, on May 4, 2010, the Corporate Authorities adopted Ordinance No. 10-05-04-07 designating the Redevelopment Project Area as the Interstate 55 and Lorenzo Road Redevelopment Project Area pursuant to the Act; and

**WHEREAS**, on May 4, 2010, the Corporate Authorities adopted Ordinance No. 10-05-04-08 approving tax increment allocation financing for the Redevelopment Project Area to carry out the terms and conditions of the Redevelopment Plan and Project; and

**WHEREAS**, on May 18, 2010, the City of Wilmington (the “City”) entered into Redevelopment Agreement with Ridgeport Development Services, LLC and Ridgeport Logistics Center I, LLC, as amended by (a) that certain First Amendment to Redevelopment Agreement dated October 19, 2010 (the “First Amendment”), (b) that certain Second Amendment to

Redevelopment Agreement dated August 24, 2011 (the “Second Amendment”), (c) that certain Third Amendment to Redevelopment Agreement dated July 17, 2012 (the “Third Amendment”), (d) that certain Fourth Amendment to Redevelopment Agreement dated February 2013 (the “Fourth Amendment”), (e) that certain Fifth Amendment to Redevelopment Agreement dated June 6, 2014 (the “Fifth Amendment”), (f) that certain Sixth Amendment to Redevelopment Agreement dated September 2, 2014 (the “Sixth Amendment”), (g) that certain Seventh Amendment to Redevelopment Agreement dated December 19, 2014 (the “Seventh Amendment”), (h) that certain Eighth Amendment to Redevelopment Agreement dated March 17, 2015 (the “Eighth Amendment”), (i) that certain Ninth Amendment to Redevelopment Agreement dated March 17, 2015 (the “Ninth Amendment”), (j) that certain Tenth Amendment to Redevelopment Agreement dated March 29, 2016 (the “Tenth Amendment”), (k) that certain Eleventh Amendment to Redevelopment Agreement dated April 26, 2016 (the “Eleventh Amendment”), (l) that certain Twelfth Amendment to Redevelopment Agreement dated September 2, 2016 (the “Twelfth Amendment”), (m) that certain Thirteenth Amendment to Redevelopment Agreement dated September 27, 2016 (the “Thirteenth Amendment”), (n) that certain Fourteenth Amendment to Redevelopment Agreement dated February 10, 2017 (the “Fourteenth Amendment”), and as amended and restated in full in that certain Amended and Restated Redevelopment Agreement (the “Restated Redevelopment Agreement”) dated as of January 3, 2018 (collectively, the “Redevelopment Agreement”); and

**WHEREAS**, the Corporate Authorities have determined that it is advisable, necessary, and in the best interests of the City to amend the Restated Redevelopment Agreement to clarify that interest on the TIF Notes issued pursuant to the Eighth and Ninth Amendments, respectively (together, the “TIF Notes”), shall be taxable.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of  
Wilmington, County of Will, State of Illinois, as follows:

**SECTION ONE. Recitals.** The foregoing recitals are by this reference  
incorporated into and made a part of this Ordinance as if fully set forth.

**SECTION TWO. Definitions.** Capitalized terms used but not expressly defined  
herein shall have the meanings set forth in the Redevelopment Agreement.

**SECTION THREE. Amendments to Section 4.3 and Section 2.59 of the  
Restated Redevelopment Agreement.** It is necessary and in the best interests of the City to (a)  
amend Section 4.3(i) and to create a new Section 4.3(vii) of the Restated Redevelopment  
Agreement to clarify the accrual of interest on the TIF Notes and to allow for the issuance of notes  
the interest on which is included in gross income for federal income tax purposes, such notes with  
taxable interest rates to bear interest at the Taxable Interest Rate (as defined in the Redevelopment  
Agreement), and (b) amend Section 2.59 to provide for the method of determining such Taxable  
Interest Rate. Effective as of the date hereof, the form of First Amendment to Restated  
Redevelopment Agreement attached hereto as Exhibit A is hereby approved in all respects, and  
the Mayor and Deputy City Clerk are hereby authorized to execute and deliver such amendment  
on behalf of the City.

**SECTION FOUR. Effective Date.** This Ordinance shall be in full force and effect  
after its passage, approval, and publication in pamphlet form in the manner provided by law.

**SECTION FIVE. Severability.** If any section, paragraph, clause, or provision of  
this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or  
unenforceability of such section, paragraph, clause, or provision shall not affect any of the  
remaining provisions of this Ordinance.

**SECTION SIX. Repeal.** All ordinances, resolutions, or parts thereof in conflict herewith be and the same hereby are repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

[SIGNATURE PAGE FOLLOWS]



PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

AYES: (\_\_\_\_) \_\_\_\_\_

NAYES: (\_\_\_\_) \_\_\_\_\_

ABSENT: (\_\_\_\_) \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

**EXHIBIT A**

**FORM OF AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT**

*[Attached hereto.]*

**FIRST AMENDMENT TO THE AMENDED AND  
RESTATED REDEVELOPMENT AGREEMENT**

This First Amendment to the Amended and Restated Redevelopment Agreement (“**First Amendment**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2018 (“**Effective Date**”) by and between the City of Wilmington (“**City**”) and Adar Ridgeport Industrial Partners, LLC, a Delaware Limited Liability Company (“**Park Owner**”, “**New Park Owner**” or “**Owner**”), Ridge Lego Partners, LLC, a Delaware limited liability company (“**New Owner I**”), Ridgeport Partners I, LLC, a Delaware limited liability company (“**New Owner II**”), Ridgeport Partners II, LLC, a Delaware limited liability company (“**New Owner III**”), Batory Real Estate Holding, LLC, an Illinois limited liability company (“**New Owner IV**”), A-R Ridgeport II, LLC, a Delaware limited liability company (“**New Owner V**”) (The City, Park Owner, New Owner I, New Owner II, New Owner III, New Owner IV, and New Owner V are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”)

**RECITALS:**

**WHEREAS**, the Parties entered into the “Amended and Restated Redevelopment Agreement” dated January 3, 2018 (the “**Agreement**”); and

**WHEREAS**, the Parties desire to amend the Agreement with respect to the rate of interest on “TIF Notes,” as defined in the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms.** Capitalized terms in this First Amendment shall have the same meaning as such terms have in the Agreement, unless otherwise noted in this First Amendment.

2. **Amendments.**

A. **Section 2.59.** Section 2.59 of the Agreement is hereby amended and restated as follows:

2.59 “**Taxable Interest Rate**” shall mean at the election of the City either (i) an annual interest rate equal to the median value of the Corporate BBB Bond Index Rate (20-year) as published by Bloomberg on the last business day prior to the Issuance Date of the applicable obligations plus 195 basis points, or (ii) an annual rate equal to the 20-year constant maturity treasury rate published in the daily Federal Reserve Release on the last business day prior to the Issuance Date of the applicable obligation plus [380] basis points, but in either case, in no event exceeding nine percent (9%) per annum.

B. **Section 4.3(i).** Section 4.3(i) of the Agreement, entitled “Issuance of TIF Notes to Owner,” is hereby amended as follows, with deletions struck through:

Upon satisfaction of the conditions set forth herein for the issuance of TIF Notes and request by the Owner or upon the City's own determination, the City shall issue TIF Notes to the Owner in a maximum initial principal amount which is the lesser of the limit of TIF Notes for the respective conditions satisfied or the amount of TIF-Eligible Expenses which have been incurred by the Owner as of the Issuance Date, as evidenced by a Certificate of Expenditure issued by the City. After the initial issuance of the TIF Notes, if the collective reimbursement to or for the benefit of Owner is less than \$140,000,000, plus accrued interest, and is less than the maximum limit for which conditions for issuance remain satisfied, then, at the request of the Owner (no more often than quarterly) or upon the City's own determination and in a manner prescribed by the City Attorney, the principal balance of the TIF Notes shall be increased when the City issues additional Certificate(s) of Expenditure for each TIF Note up to a total maximum principal amount which is the lesser of (i) the applicable limit for the respective conditions satisfied and (ii) and the amount such that aggregate reimbursement has reached \$140,000,000, plus accrued interest, provided that the minimum amount of TIF Note(s) issuance/adjustment shall be \$1,000,000 and shall be in multiples of \$500,000. The TIF Notes shall be payable from Available Incremental Property Taxes and payments of principal and interest on the TIF Note shall be made to the Owner by March 31<sup>st</sup> of each year following the year of issuance until paid. Prepayment will be available at the City's option and without premium. At any time after issuance of the TIF Notes, with notice to the City and registration in the City's note registry, the TIF Notes may be (i) assigned or pledged as collateral to any senior, institutional lender providing financing for the Project; (ii) assigned or pledged from Owner to a permitted successor; and/or (iii) transferred or assigned to: (a) any entity controlling, controlled by or under common ownership with the Owner; or (b) any entity in which the majority equity interest of such entity is owned by the parties that have a majority equity interest in the Owner and have the ability to direct operations and management of both such entity and the Owner. TIF Notes shall be assignable as provided above, but are non-negotiable, and shall remain subject to the terms of this Agreement.

C. **Section 4.3(vii).** Section 4.3(vii) of the Agreement, entitled "Interest on TIF Notes," is hereby created and shall read in its entirety as follows:

Interest on a TIF Note shall not compound but shall accrue simple interest beginning on the Issuance Date, at either the Note Interest Rate, if interest on the TIF Note is non-taxable, or at the Taxable Interest Rate, if interest on the TIF Note is taxable.

3. **Continuation of Agreement.** Except as amended by this First Amendment, all other terms, conditions and provisions of the Agreement shall remain in full force and effect. In accordance with Section 22.1 of the Agreement, this First Amendment shall not be applicable to

Batory Real Estate Holdings, LLC or Michelin North America, Inc. without their prior written consent.

**WHEREFORE**, the Parties herein have signed this First Amendment on the date and year first above written.

**[SIGNATURE PAGES FOLLOW]**

**CITY:**

**CITY OF WILMINGTON,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
City Mayor

**ATTEST:**

By: \_\_\_\_\_  
Deputy City Clerk

**OWNER:**

**ADAR RIDGEPORT INDUSTRIAL  
PARTNERS, LLC**, a Delaware limited  
liability company

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

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

**Its:** \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF WILL        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2018, by Roy Strong, the Mayor of the City of Wilmington, an Illinois municipal corporation, and by Joie Ziller, the Deputy City Clerk of the City of Wilmington.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, and by \_\_\_\_\_, the \_\_\_\_\_ of said limited liability company, which is \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, which individuals are known to me to be the identical persons who signed the foregoing instrument as such \_\_\_\_\_ of said company for and on behalf of said companies, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said companies for the uses and purposes therein mentioned.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

REGISTERED NO. <u>R-2</u>	PRINCIPAL AMOUNT <u>\$3,449,202.00</u>
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**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF WILL  
CITY OF WILMINGTON  
TAXABLE TAX INCREMENT ALLOCATION REVENUE NOTE  
(PORTION OF RIDGEPORT LOGISTICS CENTER INTERMODAL FACILITY  
TERMINAL AREA REDEVELOPMENT PROJECT),**

Registered Owner: Ridgeport Partners I, LLC, a Delaware limited liability company

Interest Rate: 6.927% per annum

Issuance Date: October 16, 2015

Maturity Date: October 15, 2027

**KNOW ALL PERSONS BY THESE PRESENTS**, that the City of Wilmington, Will County, Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time representing TIF Eligible Expenses (as defined in the Redevelopment Agreement hereinafter defined) in accordance with the ordinance and the Redevelopment Agreement up to the principal amount of \$3,449,202.00 and to pay the Registered Owner simple interest on that amount at the Interest Rate per year specified above from the Issuance Date specified above. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Principal of and interest on this Note payable from the Available Incremental Property Taxes (as defined in the Redevelopment Agreement and as further limited below) is due (i) March 31 of each year until the earlier of the Maturity Date or until this Note is paid in full, and (ii) on the Maturity Date if this Note is not previously paid in full. Payments shall first be applied to interest. Principal of and interest on this Note shall be payable from the remainder of Available Incremental Property Taxes solely with respect to the real property tax parcel described as the “New Owner II Parcel” in the Eighth Amendment to the Redevelopment Agreement, with specific tax parcel index numbers to be designated by the City after a subdivision creates the New Owner II Parcel (such parcel initially, and subsequently as referenced by the specific tax parcel number(s), shall be referred to as, the “PINs”) and as otherwise described in the payment priorities established under the Redevelopment Agreement. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Treasurer of the City, as registrar and paying agent (the “Registrar”), at the close of business on the fifteenth (15<sup>th</sup>) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the

Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Wilmington, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In case of a discrepancy, the City's records shall be controlling, absent manifest error.

This Note is issued by the City in the principal amount of \$3,449,202.00 (which is an amount equal to advances made from time to time by the Registered Owner up to the amount of this Note), as limited by the aggregate reimbursement provided for in the Redevelopment Agreement, plus certain interest, as described in the Redevelopment Agreement, for the purpose of paying the costs of certain TIF Eligible Expenses (as defined in the Redevelopment Agreement) incurred by New Owner II or expressly assigned to New Owner II as provided in the Redevelopment Agreement in connection with the acquisition, development and construction of the New Owner II Parcel and New Owner II Tenant Improvements (as such terms are defined in the Redevelopment Agreement) in the area described by the PINs in a portion of the RidgePort Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and Ordinances adopted by the City Council of the City on May 4, 2010 and on September \_\_\_, 2018 (collectively, the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the portion of the Project Area constituted by the PINs which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, including priority of payment the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL PROPERTY TAXES FROM THE PINs, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES AS FURTHER LIMITED, EACH CALENDAR YEAR, BY THE NEW OWNER II ANNUAL LIMITATION DESCRIBED BELOW. AVAILABLE INCREMENTAL PROPERTY TAXES FROM SOURCES OTHER THAN THE PINs SHALL NOT BE AVAILABLE TO PAY THIS NOTE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, OR MORAL OBLIGATION OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY,**

**THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.**

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes of other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Wilmington, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement (as defined below), and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount, less any redemptions, will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of May 4, 2010, as amended, and including particularly the Eighth Amendment thereto, between the City and the Developer, and as further amended and restated in the Amended and Restated Redevelopment Agreement dated as of January 3, 2018, as amended (collectively, the “Redevelopment Agreement”), the Registered Owner has agreed to acquire the New Owner II Parcel and construct the New Owner II Tenant Improvements and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The applicable terms of the Redevelopment Agreement are incorporated herein by reference.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

This Note is assignable pursuant to the terms set forth herein and in the Redevelopment Agreement. This Note is not a negotiable instrument.

### **New Owner II Annual Limitation**

Notwithstanding anything the contrary, in no event shall the payments on this Note from Available Incremental Property Taxes for any calendar year exceed the limitations per annum identified in Schedule 1 per square foot of building improvements initially located on the New Owner II Parcel, as certified by New Owner II and Tenant pursuant to the Lease (as such terms are defined in the Redevelopment Agreement). Such limitation shall be referred to as the “New Owner II Annual Limitation”.

### **Other Limitations and Terms**

This Note shall be subject to New Owner II’s compliance with the terms of the Redevelopment Agreement. Notwithstanding anything to the contrary, (i) the Available Incremental Property Taxes that are pledged and are the sole source of repayment of this Note are only those Available Incremental Property Taxes generated from the New Owner II Parcel (and not by the Project Area as a whole), (ii) notwithstanding the principal amount of this Note, the holder shall not receive Available Incremental Property Taxes in any year in excess of the New Owner II Annual Limitation, (iii) any Available Incremental Property Taxes generated from the New Owner II Parcel in any year in excess of the New Owner II Annual Limitation shall be allocated as set forth in the Eighth Amendment to the Redevelopment Agreement, (iv) neither the City nor Ridge Logistics Park I, LLC, a Delaware limited liability company, shall have any responsibility at the end of the term of this Note to pay any shortfall in the payment of this Note due to insufficient Available Incremental Property Taxes resulting from the New Owner II Annual Limitation or otherwise, (v) in no event shall payments on this Note continue for a period in excess of 12 years from the date of completion of the New Owner II Tenant Improvements (the “New Owner II Term Limitation”), and (vi) payments pursuant to this Note shall be suspended and forfeited by the holder of the Note upon notice from New Owner II to the City pursuant to and in accordance with the terms of the assignment of the Note attached hereto as Schedule 2 and the terms of the Redevelopment Agreement but shall be payable to the assignee hereof. In the event of such suspension and forfeiture, this Note shall no longer be of any force and effect and New Owner II shall be entitled to request the City issue a replacement Note and the City shall issue a replacement Note with the assignee who is a subsequent titleholder as payee. These rights of the assignee shall be appurtenant to ownership of the New Owner II Parcel and shall be held by a subsequent titleholder.

### **Reliance by the City**

The City shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, facsimile, or other written message, statement or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons. The City shall be fully justified in suspending and forfeiting payments and issuing a replacement note to the assignee who is a subsequent title holder in the event of receipt of a notice referenced in this Note. New Owner II and any other Registered Owner, by acceptance of this Note, hereby agree to indemnify, defend and hold the City harmless from any cost, claim, damage or expense, including reasonable attorney fees, by reason of the City’s actions. Such obligations shall be joint and several.

**IN WITNESS WHEREOF**, the City of Wilmington, Will County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

(SEAL)  
Attest: \_\_\_\_\_

City Clerk

<p align="center"><b>CERTIFICATE OF AUTHENTICATION</b></p>		<p>Registrar and Paying Agent Treasurer of the City of Wilmington, Will County, Illinois</p>
<p>This Note is described in the within mentioned Eighth Amendment to Redevelopment Agreement and is the Tax Increment Allocation Revenue Note (Portion of RidgePort Logistics Center Intermodal Facility Terminal Area Redevelopment Project) of the City of Wilmington, Will County, Illinois</p>		

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

**TERMS OF NOTE ACCEPTED AND AGREED TO:**

**NEW OWNER II:**

**RIDGEPORT PARTNERS I, LLC**, a Delaware limited liability company

By: A-R RIDGEPORT I, LLC, a Delaware limited liability company

Its: Sole and Managing Member

By: RIDGEPORT PARTNERS OPERATOR I, LLC, a Delaware limited liability company

Its: Managing Member

By: RIDGEPORT PARTNERS GP I, LLC, a Delaware limited liability company

Its: Managing Member

By: RIDGE DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company

Its: Managing Member

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

Name:

Its: Authorized Signatory

*Authority Warranted*

## **Schedule 1**

### **NEW OWNER II ANNUAL LIMITATION**

For each calendar year, up to a maximum dollar amount per year of \$0.50 per square foot of building improvements initially located on the New Owner II Parcel.



**PRINCIPAL PAYMENT RECORD**

DATE OF PAYMENT	PRINCIPAL PAYMENT	PRINCIPAL BALANCE DUE
-----------------	-------------------	-----------------------

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF WILMINGTON, WILL  
COUNTY, ILLINOIS

\_\_\_\_\_  
Mayor

(SEAL)

Attest: \_\_\_\_\_

City Clerk

REGISTERED NO. <u>R-3</u>	PRINCIPAL AMOUNT <u>\$667,464.00</u>
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**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF WILL  
CITY OF WILMINGTON  
TAXABLE TAX INCREMENT ALLOCATION REVENUE NOTE  
(PORTION OF RIDGEPORT LOGISTICS CENTER INTERMODAL FACILITY  
TERMINAL AREA REDEVELOPMENT PROJECT),**

Registered Owner: Ridgeport Partners II, LLC, a Delaware limited liability company

Interest Rate: 6.985% per annum

Issuance Date: December 15, 2015

Maturity Date: December 14, 2027

**KNOW ALL PERSONS BY THESE PRESENTS**, that the City of Wilmington, Will County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time representing TIF Eligible Expenses (as defined in the Redevelopment Agreement hereinafter defined) in accordance with the ordinance and the Redevelopment Agreement up to the principal amount of \$667,464.00 and to pay the Registered Owner simple interest on that amount at the Interest Rate per year specified above from the Issuance Date specified above. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Principal of and interest on this Note payable from the Available Incremental Property Taxes (as defined in the Redevelopment Agreement and as further limited below) is due (i) March 31 of each year until the earlier of the Maturity Date or until this Note is paid in full, and (ii) on the Maturity Date if this Note is not previously paid in full. Payments shall first be applied to interest. Principal of and interest on this Note shall be payable from the remainder of Available Incremental Property Taxes solely with respect to the real property tax parcel described as the "New Owner III Parcel" in the Ninth Amendment to the Redevelopment Agreement, with specific tax parcel index numbers to be designated by the City after a subdivision creates the New Owner III Parcel (such parcel initially, and subsequently as referenced by the specific tax parcel number(s), shall be referred to as, the "PINs") and as otherwise described in the payment priorities established under the Redevelopment Agreement. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Treasurer of the City, as registrar and paying agent (the "Registrar"), at the close of business on the fifteenth (15th) day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of

such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Wilmington, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In case of a discrepancy, the City's records shall be controlling, absent manifest error.

This Note is issued by the City in the principal amount of \$667,464.00 (which is an amount equal to advances made from time to time by the Registered Owner up to the amount of this Note), as limited by the aggregate reimbursement provided for in the Redevelopment Agreement, plus certain interest, as described in the Redevelopment Agreement, for the purpose of paying the costs of certain TIF Eligible Expenses (as defined in the Redevelopment Agreement) incurred by New Owner III or expressly assigned to New Owner III as provided in the Redevelopment Agreement in connection with the acquisition, development and construction of the New Owner III Parcel and New Owner III Tenant Improvements (as such terms are defined in the Redevelopment Agreement) in the area described by the PINs in a portion of the RidgePort Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and Ordinances adopted by the City Council of the City on May 4, 2010 and on September \_\_\_, 2018 (collectively, the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the portion of the Project Area constituted by the PINs which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of and interest on this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, including priority of payment the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL PROPERTY TAXES FROM THE PINs, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES AS FURTHER LIMITED, EACH CALENDAR YEAR, BY THE NEW OWNER III ANNUAL LIMITATION DESCRIBED BELOW. AVAILABLE INCREMENTAL PROPERTY TAXES FROM SOURCES OTHER THAN THE PINS SHALL NOT BE AVAILABLE TO PAY THIS NOTE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, OR MORAL OBLIGATION OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.**

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes of other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Wilmington, Illinois, but only in the manner and subject to the limitations provided in the Ordinance and the Redevelopment Agreement (as defined below), and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount, less any redemptions, will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the Maturity Date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of May 4, 2010, as amended, and including particularly the Ninth Amendment thereto, between the City and the Developer, and as further amended and restated in the Amended and Restated Redevelopment Agreement dated as of January 3, 2018, as amended (collectively, the "Redevelopment Agreement"), the Registered Owner has agreed to acquire the New Owner III Parcel and construct the New Owner III Tenant Improvements and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The applicable terms of the Redevelopment Agreement are incorporated herein by reference.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

This Note is assignable pursuant to the terms set forth herein and in the Redevelopment Agreement. This Note is not a negotiable instrument.

### **New Owner III Annual Limitation**

Notwithstanding anything the contrary, in no event shall the payments on this Note from Available Incremental Property Taxes for any calendar year exceed the limitations per annum identified in Schedule 1 per square foot of building improvements initially located on the New Owner III Parcel, as certified by New Owner III and Tenant pursuant to the Lease (as such terms are defined in the Redevelopment Agreement). Such limitation shall be referred to as the “New Owner III Annual Limitation”.

### **Other Limitations and Terms**

This Note shall be subject to New Owner III’s compliance with the terms of the Redevelopment Agreement. Notwithstanding anything to the contrary, (i) the Available Incremental Property Taxes that are pledged and are the sole source of repayment of this Note are only those Available Incremental Property Taxes generated from the New Owner III Parcel (and not by the Project Area as a whole), (ii) notwithstanding the principal amount of this Note, the holder shall not receive Available Incremental Property Taxes in any year in excess of the New Owner III Annual Limitation, (iii) any Available Incremental Property Taxes generated from the New Owner III Parcel in any year in excess of the New Owner III Annual Limitation shall be allocated as set forth in the Ninth Amendment to the Redevelopment Agreement, (iv) neither the City nor Ridge Logistics Park I, LLC, a Delaware limited liability company, shall have any responsibility at the end of the term of this Note to pay any shortfall in the payment of this Note due to insufficient Available Incremental Property Taxes resulting from the New Owner III Annual Limitation or otherwise, (v) in no event shall payments on this Note continue for a period in excess of 12 years from the date of completion of the New Owner III Tenant Improvements (the “New Owner III Term Limitation”), and (vi) payments pursuant to this Note shall be suspended and forfeited by the holder of the Note upon notice from New Owner III to the City pursuant to and in accordance with the terms of the assignment of the Note attached hereto as Schedule 2 and the terms of the Redevelopment Agreement but shall be payable to the assignee hereof. In the event of such suspension and forfeiture, this Note shall no longer be of any force and effect and New Owner III shall be entitled to request the City issue a replacement Note and the City shall issue a replacement Note with the assignee who is a subsequent titleholder as payee. These rights of the assignee shall be appurtenant to ownership of the New Owner III Parcel and shall be held by a subsequent titleholder.

### **Reliance by the City**

The City shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, facsimile, or other written message, statement or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons. The City shall be fully justified in suspending and forfeiting payments and issuing a replacement note to the assignee who is a subsequent title holder in the event of receipt of a notice referenced in this Note. New Owner III and any other Registered Owner, by acceptance of this Note, hereby agree to indemnify, defend and hold the City harmless from any cost, claim, damage or expense, including reasonable attorney fees, by reason of the City’s actions. Such obligations shall be joint and several.

**IN WITNESS WHEREOF**, the City of Wilmington, Will County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

(SEAL)  
Attest: \_\_\_\_\_

City Clerk

<b>CERTIFICATE OF AUTHENTICATION</b>		Registrar and Paying Agent Treasurer of the City of Wilmington, Will County, Illinois
This Note is described in the within mentioned Ninth Amendment to Redevelopment Agreement and is the Tax Increment Allocation Revenue Note (Portion of RidgePort Logistics Center Intermodal Facility Terminal Area Redevelopment Project) of the City of Wilmington, Will County, Illinois		

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

**TERMS OF NOTE ACCEPTED AND AGREED TO:**

**NEW OWNER III:**

**RIDGEPORT PARTNERS II, LLC**, a Delaware limited liability company

By: A-R RIDGEPORT I, LLC, a Delaware limited liability company

Its: Sole and Managing Member

By: RIDGEPORT PARTNERS OPERATOR I, LLC, a Delaware limited liability company

Its: Managing Member

By: RIDGEPORT PARTNERS GP I, LLC, a Delaware limited liability company

Its: Managing Member

By: RIDGE DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company

Its: Managing Member

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

Name:

Its: Authorized Signatory

*Authority Warranted*



## **Schedule 1**

### **NEW OWNER III ANNUAL LIMITATION**

For each calendar year, up to a maximum dollar amount per year of \$0.50 per square foot of building improvements initially located on the New Owner III Parcel.

**PRINCIPAL PAYMENT RECORD**

DATE OF PAYMENT	PRINCIPAL PAYMENT	PRINCIPAL BALANCE DUE
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(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto [NAME OF ASSIGNEE] the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF WILMINGTON, WILL  
COUNTY, ILLINOIS

\_\_\_\_\_  
Mayor

(SEAL)

Attest: \_\_\_\_\_

City Clerk

**ORDINANCE NO. 18-09-18-02**

**AN ORDINANCE ESTABLISHING AN ADMINISTRATIVE PROCEDURE FOR ASSESSING AND DETERMINING CLAIMS UNDER PSEBA**

**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 establishing an 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 adopt and include CHAPTER 47 – PUBLIC SAFETY EMPLOYEE BENEFITS in TITLE III - ADMINISTRATION, as stated below:

## **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 resulting in a line of duty disability pension as defined by the Illinois Supreme Court in *Bremer v. City of Rockford* 2016 IL 119889 (2016) or any subsequent decisions rendered by the Illinois Supreme Court.

*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 claim with the City (the “PSEBA

Application”. The City shall notify Applicant if the PSEBA Application is incomplete and Applicant shall have five (5) days to remedy their 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.

**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 \_\_\_\_ day of \_\_\_\_\_, 2018 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr. \_\_\_\_\_  
Floyd Combes \_\_\_\_\_  
Fran Tutor \_\_\_\_\_  
Steve Evans \_\_\_\_\_

Kevin Kirwin \_\_\_\_\_  
Dennis Vice \_\_\_\_\_  
Lisa Butler \_\_\_\_\_  
Frank Studer \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

Attest:

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

**ORDINANCE NO. 18-09-18-03**

**AN ORDINANCE AMENDING AND CREATING ORDINANCES TO CLARIFY AND AUTHORIZE THE COLLECTION OF ADMINISTRATIVE ADJUDICATION AND TRAFFIC VIOLATION DEBTS OWED TO THE CITY OF WILMINGTON BY A COLLECTION AGENCY**

**WHEREAS**, the City of Wilmington is an Illinois Municipal Corporation and a unit of local government; and

**WHEREAS**, Section 10.05d of the State Comptroller Act (the “Act”)(15 ILCS 405/10.05d) authorizes the Illinois Comptroller to collect delinquent obligations owed to the units of local government for debts such as parking tickets, traffic fines, ordinance violations, water and sewer bills through the Local Debt Recovery Program; and

**WHEREAS**, the City of Wilmington is authorized under Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1) to utilize a municipal debt collection agency to collect such debts owed to the City of Wilmington pursuant to; and

**WHEREAS**, the City of Wilmington presently utilizes a municipal debt collection agency that works in tandem with the Local Debt Recovery Program and the Illinois Comptroller to collect such debts; and

**WHEREAS**, through the debt collection agency, a debtor’s debt will increase by thirty five percent (35%); and

**WHEREAS**, the City of Wilmington determines it is in the best interest of the City of Wilmington to create ordinances that authorizes the City of Wilmington to pursue collecting debts owed to the City of Wilmington by way of a collection agency to provide notice to any current or potential debtors that debts collected through a collection agency will increase by thirty-five percent (35%).

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

**SECTION 1: AMENDMENT TO SECTION 44.09 – ENFORCEMENT OF JUDGMENT**

That Section 44.09 of Title III Administration Chapter 44-Administrative Adjudication of the Code of Ordinances of the City of Wilmington be and the same is hereby deleted and replaced by the following:

**44.09 – Enforcement of Judgment.**

- A. Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of, or the failure to exhaust, judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the municipality and may be collected in accordance with applicable law, including but not limited to collection of debt by a collection agency as provided in Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1).
- B. After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a code violation, the city may commence a proceeding in the circuit court of Will County for the purpose of obtaining a judgment on the findings, decision, and order.
- C. In any case in which a hearing officer finds that an individual has failed to comply with a judgment ordering an individual to correct a code violation or imposing any fine or other sanction as a result of a code violation, any expenses incurred by a municipality to enforce the judgment including, but not limited to, attorney fees, court costs, and costs related to property demolition or foreclosure after they are fixed by the hearing officer, shall be a debt due and owing the municipality and may be collected in accordance with applicable law
- D. A lien shall be imposed on the real estate or personal estate, or both, of the individual in the amount of any debt due and owing the municipality under this chapter. The lien may be recorded and enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction. No lien may be enforced under this chapter until it has been recorded in the manner provided by Article XII of the Code of Civil Procedure or by the Uniform Commercial Code.
- E. A hearing officer may set aside any judgment entered by default and set a new hearing date upon a petition filed within 21 days after the issuance of the order of default if the

hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the municipality did not provide proper service of process.

## **SECTION 2: CREATION OF SECTION 44.25 – COLLECTION FEES AND COSTS**

That the City of Wilmington Code of Ordinances be and the same is hereby amended to include Section 44.25- Collection Fees and Costs into Title III Administration Chapter 44- Administrative Adjudication:

### **44.25 – Collection Fees and Costs**

In the event a fine or penalty is assessed pursuant to the provisions of this Chapter or any other Chapter in the City of Wilmington Code of Ordinances, a default in the payment of a fine or penalty or any installment of a fine or penalty may be collected by any means authorized for the collection of monetary judgments, including but not limited to collection by a collection agency, as provided in Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1). The City of Wilmington may retain an attorney and/or private collection agents for the purpose of collecting any default in payment of any fine or penalty or installment of that fine or penalty, and an additional cost of thirty-five percent (35%) will be added to any fine or penalty referred to a collections agency.

## **SECTION 3: AMENDMENT TO SECTION 45.04 – ADMINISTRATIVE HEARINGS**

That Section 45.04 of Title III Administration Chapter 45- Administrative Adjudication of Traffic Violations of the Code of Ordinances of the City of Wilmington be and the same is hereby deleted and replaced by the following:

### **45.04 - Administrative hearings.**

- (1) An administrative hearing to adjudicate the alleged standing, parking, compliance or automated traffic law regulation violations on its merits shall be granted to the registered owner or operator of the "cited vehicle", pursuant to chapter 625 ILCS 5/11-208.3 or the lessee of the "cited vehicle", pursuant to chapter 625 ILCS 5/11-1306, incorporated herein by reference.
- (2) Hearing dates shall be at the date, time, and place as is set forth in the violation notice issued and served, or such additional notices issued in accordance with this article.
- (3) Administrative hearings shall be tape recorded.
- (4) Administrative hearings shall culminate in a determination of liability or non-liability, made by the hearing officer, who shall consider testimony and other evidence without the application of the formal or technical rules of evidence. The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with Section 45.09 hereof.

- (5) Representation by attorney. Persons appearing to contest the alleged standing, parking, compliance or automated traffic law violation on its merits may be represented by counsel at their own expense.
- (6) Review. The final determination of any matter which may be decided by the hearing officer may be reviewed as is hereinafter set forth.

#### **SECTION 4: AMENDMENT TO SECTION 45.11 – DEBT TO MUNICIPALITY**

That Section 45.11 of Title III Administration Chapter 45- Administrative Adjudication of Traffic Violations of the Code of Ordinances of the City of Wilmington be and the same is hereby deleted and replaced by the following:

#### **45.11 - Debt to municipality.**

Any fine, penalty or part of any fine or any penalty assessed in accordance with the provisions of this article and remaining unpaid after the exhaustion of, or the failure to exhaust, administrative remedies created under this article and the conclusion of any judicial review procedures shall be a debt due and owing the municipality and, as such, may be collected in accordance with the applicable law, including but not limited to collection of debt by a collection agency, as provided in Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1). Payment in full of any fine or penalty resulting from a standing, parking, compliance or automated traffic law violation shall constitute a final disposition of that violation.

- (1) The traffic compliance administrator shall, following the expiration of the period within which administrative or judicial review may be sought for a final determination of violation, take all necessary action(s), execute all required documents and appoint or retain any individual or agency deemed appropriate to obtain a judgment against and collect moneys from the person(s) who have been assessed fines or penalties which remain unpaid and have become a debt due and owing the municipality in accordance with the provisions of this article and 635 ILCS 5/11-208.3 by:
  - a. Filing a complaint in the circuit court seeking the entry of a judgment against the person for whom a final determination of standing, parking, compliance or automated traffic law regulation violations liability has been made.
  - b. The complaint filed by the traffic compliance administrator or individual or agency on behalf of the municipality seeking entry of a judgment against an individual for unpaid fines and/or penalties pursuant to a final determination of standing, parking, compliance or automated traffic law regulation violations shall have appended:
    - i. A certified copy of the final determination of the standing, parking, compliance or automated traffic law regulation violations.
    - ii. A certification that recites facts sufficient to show that the final determination of standing, parking, compliance or automated traffic law regulation violations was issued in accordance with this article and 625 ILCS 5/11-208.3.

- c. Nothing shall prevent the municipality from consolidating multiple final determinations of standing, parking, compliance or automated traffic law regulation violations liability in an action in the circuit court against an individual.
  - d. Pursuing all available remedies, allowed by law, to collect money judgments.
- (2) Service of summons and a copy of the complaint may be served upon the person against whom a judgment is sought under the provisions of this article by any method provided under 735 ILCS 5/2-203, incorporated by reference, or by certified mail, return receipt requested, provided the total amount of fines and penalties for final determination of standing, parking, compliance or automated traffic law regulation violations does not exceed \$2,500.

## **SECTION 5: CREATION OF SECTION 45.12 – COLLECTION FEES AND COSTS**

That the City of Wilmington Code of Ordinances be and the same is hereby amended to include Section 45.12- Collection Fees and Costs into Title III Administration Chapter 45- Administrative Adjudication of Traffic Violations:

### **45.12 – Collection Fees and Costs**

In the event a fine or penalty is assessed pursuant to the provisions of this Chapter or any other Chapter in the City of Wilmington Code of Ordinances, a default in the payment of a fine or penalty or any installment of a fine or penalty may be collected by any means authorized for the collection of monetary judgments, including but not limited to collection by a collection agency, as provided in Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1). The City of Wilmington may retain an attorney and/or private collection agents for the purpose of collecting any default in payment of any fine or penalty or installment of that fine or penalty and an additional cost of thirty-five percent (35%) will be added to any fine or penalty referred to a collections agency.

## **SECTION 6: 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 7: REPEALER**

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

## **SECTION 8: 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 \_\_\_\_ day of \_\_\_\_\_, 2018 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 \_\_\_\_ day of \_\_\_\_\_, 2018

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

Attest:

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



**PROPOSAL**  
**Anytime Roof Repair LLC**  
 635 W Broadway  
 Bradley, IL 60915  
 Phone 815.954.4436

Lic# 104.016518

Date: 9/17/2018  
 Support@AnytimeRoofRepair.com  
[www.AnytimeRoofRepair.com](http://www.AnytimeRoofRepair.com)

Name: Wilmington Historical Society  
 Address: 114 N Main St  
 City: Wilmington State: IL  
 Zip: 60481 Phone: 0

House with attached garage  
 House with detached garage  
 House only  
 Other

We propose to do the following work as stated below. All work is guaranteed to meet or exceed standard industry practices. Our installers are fully covered by workers compensation insurance. We are not responsible for any satellite alignment. Any rotten or delaminated wood replacement will be an additional cost if not determined previously.

**Flat Roof Replacement**

Remove existing roof system to decking

Inspect wood for rot or delamination

Install fiberboard directly to the existing deck

Install .060 EPDM (Rubber) over existing roof, up and on top of parapet walls. Rubber will be finished with a termination bar

Install flashing at all seams, protrusions and corners to form a complete roofing system

Prices are at prevailing wage labor rates

Remove and haul away all debris

Provide 5 Year Labor Guarantee and Manufacturer Material Warranty

Note: Any rotten sheathing found that needs replacement will be an additional \$55/Sheet

**\*\* If any wood decking needs to be replaced per sheet Add: \$126.54**

**\*\* A core sample was not taken. Any additional layers over 1 will be additional per layer: Add: \$2,462.39**

**\*\* This quote is based on a wood deck. If deck is concrete and additional charge will apply Add: \$2,322.90**

Options: Linear Feet

**Alum. Gutters and Downspouts 6" Commercial grade Add: \$1,356.45**

Proposal Amount \$ 26,793.48  
 Payment Terms are negotiable

Estimator: \_\_\_\_\_ Date: 9/17/2018  
 (Chuck Morris)

Customer: \_\_\_\_\_ Date: 9/17/2018  
 (Wilmington Historical Society)

Additional Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, meeting or exceeding standard industry practices. Any alteration, deviation from the above specifications involving extra costs will be executed upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Any delays caused by customer will be billed as an extra charge. Any lawsuits must take place in Kankakee County and all litigation /reasonable attorneys fees will be at property owners expense. The owner has three days from contract date to cancel any contract if sale is made at your home. By signing this contract the owner acknowledges they received the consumer rights pamphlet. If Cancelling after three days, customer will pay twenty-five percent to company as liquidated damages, not as a penalty. Full guarantess will be provided/valid upon receipt of full payment. All agreements are pending manager approval.



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**ELENS & MAICHIN ROOFING & SHEET METAL, INC.**

1621 Manhattan Road - P.O. Box 877  
Joliet, Illinois 60434  
Ph: (815) 727-2689 Fax (815) 727-2967  
State of Illinois License #104-000674

September 14, 2018

Joie Ziller  
City of Wilmington  
1165 South Water Street  
Wilmington, Illinois 60481

Re: Re-Roof Old City Hall  
114 N Main St.  
Wilmington, IL 60481

Gary:

We propose to furnish labor, equipment and material necessary to complete the following scope of work at the above named location:

- 1) Install one layer of ½" wood fiber mechanically attached to the wood deck.
- 2) Provide 2x4 and ¾" plywood to encapsulate the back and top of the parapet wall on the south and east sides of the building.
- 3) Adhere a 60 mil EPDM roof membrane.
- 4) Fabricate and install new 24 gauge prefinished metal edges & gutters.
- 5) Proposal is based on prevailing wage rates.

This work can be performed for the sum of \$28,100.00.

If you have any questions regarding this proposal, please feel free to contact me at (815) 727-2689.

Sincerely,

A handwritten signature in black ink that reads "Luke Duffy". The signature is written in a cursive, flowing style.

Luke Duffy  
Vice-President  
ELENS & MAICHIN ROOFING & SHEET METAL, INC.

LD/cs



779 Joyce Road  
Joliet, Illinois 60436

Phone 815/773-1200  
Fax 815/773-1207

9/14/2018  
Attn: Lyn E. Allott  
114 N. Main St.  
Wilmington IL

After inspection of your roof on 114 N. Main St, we propose the following work:

- Remove existing roof system down to the wood deck
- Remove all wall flashing, install new plywood to the walls to properly secure new roofing system
- Haul away all debris
- Mechanically fasten two layer of 2.6" Rigid insulation to the deck
- Install a fully adhered, white, Carlisle 60-Mil TPO roof system
- All accessories to be included with the roof system
- Install all new edge metal, standard color, chosen by owner
- Remove existing gutters and install new 24 gauge prefinished gutter and downspout to match existing, color chosen by owner
- 15-Year Roof system warranty

Price for this work: \$ 37,270.00

This project will be completed by the end of 2018.

\*\*Exclusions: Permit, fees, rotted wood decking

*Matthew Adler*

Adler Roofing  
815-773-1200 Office  
815-773-1207 Fax  
Matt.adler@adlerroofing.com



[www.adlerroofing.com](http://www.adlerroofing.com)

**City Administrator  
Employment Agreement  
(City of Wilmington – Joie Ziller)**

This Agreement is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Wilmington, Will County, Illinois, a Municipal Corporation, (hereinafter sometimes referred to as the “CITY”) and Joie Ziller (hereinafter sometimes referred to as “ZILLER”).

**WITNESSETH:**

**WHEREAS**, on May 16, 2000, the CITY adopted Ordinance No. 1330, creating the office of City Administrator; and

**WHEREAS**, the CITY desires to employ Joie Ziller as its City Administrator under the terms and conditions provided herein; and

**WHEREAS**, Joie Ziller desires to accept employment by the CITY as its City Administrator under the terms and conditions provided herein;

**WHEREAS**, on September 18, 2018, the Mayor of Wilmington appointed Joie Ziller to the position of City Administrator with the advice and consent of the Wilmington City Council; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledged by the signing of this Agreement, the CITY and ZILLER hereby agree as follows:

**SECTION 1. EMPLOYMENT**

Effective as of the date of this Agreement, September 18, 2018 Joie Ziller is employed by the CITY as its City Administrator.

**SECTION 2. DUTIES**

ZILLER shall perform on a full-time basis the functions and duties of the City Administrator of the City of Wilmington as outlined in Ordinance No. 1330 of the City of Wilmington Code of Ordinances, a copy of which is attached as Exhibit “A”, as well as perform all such other legally permissible and proper duties and functions as the Mayor or corporate authorities of the City of Wilmington shall from time to time direct, delegate or assign. While employed by the City as its Administrator and recognizing this position involves many hours of work at times exceeding forty (40) hours per week, ZILLER will not be employed by or provide employment related services including acting as consultant to any other entity unless specifically authorized and approved by the Mayor and City Council of City of Wilmington.

### **SECTION 3. TERM**

This Agreement shall commence on the 18<sup>th</sup> day of September, 2018 and shall terminate May 1, 2021. Upon the termination date, ZILLER shall be treated as an employee at will. No terms of this agreement shall extend beyond the termination date. Under no circumstances shall this contract extend beyond the term of the Mayor, as provided by law. All prior agreements whether oral or written, if any, are mutually revoked by this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the City Administrator at any time subject only to the provisions set forth in Section 12 of this Agreement.

### **SECTION 4. COMPENSATION**

The CITY shall pay ZILLER bi-weekly an annual base salary of \$85,000.00, with salary progression as follows:

- a. Annual general wage adjustment indexed to the Midwest consumer price index for urban wage earners and clerical workers as approved by the City Council, with initial eligibility on May 1, 2019. However, in no case will the wage increase be less than 1.5% or more than 3.0%;
- b. Annual merit pay adjustment in the discretion of the City Council, with initial eligibility on May 1, 2019.

ZILLER shall not receive overtime or compensatory time.

### **SECTION 5. PERFORMANCE EVALUATION**

Unless otherwise scheduled, within thirty (30) days of each annual anniversary of this agreement, the Mayor shall meet with Employee to review and evaluate the performance of the Employee. Failure to meet shall not constitute a breach of contract.

### **SECTION 6. INSURANCE**

CITY shall provide ZILLER with all benefits provided by the CITY to its employees as stated in the City of Wilmington Employee Manual, as may be amended from time to time. The City shall provide dependent medical, health, hospitalization insurance, and any other insurance or benefits as provided in the City of Wilmington Employee Manual, as may be amended from time to time.

### **SECTION 7. PROFESSIONAL ADVANCEMENT FOR CONFERENCES AND SEMINARS AND EXPENSES**

ZILLER may take up to ten (10) paid business days per year to attend professional advancement seminars conducted by the International City/County Management Association, the Senior Executive Institute, International City Manager's Association, Illinois Municipal League, or other such national, regional, state and local governmental associations. ZILLER, for attending

such permitted conference(s), shall submit detailed expense reports for review by the City Council Finance Committee as a condition to her reimbursement request, or as otherwise required by Article 9-Travel, Meal and Lodging Expense Reimbursement Regulations of Chapter 37 of the Wilmington Code of Ordinances. In addition, ZILLER shall notify the Mayor and City Council and provide a general description of the conference or seminar at least seven (7) days prior to attendance.

## **SECTION 8. DUES AND SUBSCRIPTIONS**

CITY shall pay the professional dues and subscriptions of ZILLER necessary for her participation in the International City/County Management Association (ICMA), Illinois City Management Association (ILCMA), and such other organizations approved by the CITY which will contribute to the continued professional growth and advancement of ZILLER, and be of benefit to the CITY.

## **SECTION 9. CITY VEHICLE**

The City shall provide a City vehicle for city business use. The City will choose the type of vehicle to be used and assigned to the City Administrator and provide all operational needs and costs to maintain and insure the city vehicle. While using the City vehicle, ZILLER shall comply with all ordinances and policies of the City and operate the vehicle in compliance with all applicable rules of the road, including but not limited to the Illinois Vehicle Code. In the event ZILLER uses a personal vehicle for city business use, the CITY shall reimburse ZILLER for gas and mileage at the standard gas and mileage rates as designated by the Internal Revenue Service. ZILLER, to receive reimbursements, shall submit reimbursement forms as required by Article 9-Travel, Meal and Lodging Expense Reimbursement Regulations of Chapter 37 of the Wilmington Code of Ordinances.

## **SECTION 10. VACATION HOURS AND SICK LEAVE**

ZILLER shall be entitled to paid vacation and sick leave hours as provided in the City of Wilmington Employee Manual, as may be amended from time to time.

## **SECTION 11. HOLIDAYS**

ZILLER shall receive holidays as stated in the City of Wilmington Employee Manual, as may be amended from time to time.

## **SECTION 12. TERMINATION**

This Agreement may be terminated prior to its expiration by the CITY as follows:

(A) Termination With Cause:

In the event of a breach of any of the terms and conditions hereof by ZILLER, this Agreement may be terminated by the CITY for cause. For purposes of this

Agreement, cause is defined as; (a) commission of a felony, Class A or B misdemeanor; (b) a violation of State statutes or City ordinances, relating to the duties of the City Administrator; or (c) ZILLER's failure to follow the official lawful directions and policies established by the Mayor and City Council. If the basis to terminate ZILLER is for cause, the CITY shall give ZILLER written notice of the possible basis for termination. Within five (5) calendar days from such notice, ZILLER may file a written request with the City Clerk for a hearing, which shall be scheduled by and held by the Council at a meeting in closed session as soon as practicable thereafter but not more than twenty (20) days after notice of possible termination. At the hearing, ZILLER will have the opportunity to address the basis for possible termination. Thereafter, the Council will take such acts as it deems appropriate regarding terminating ZILLER for cause. The Council may suspend ZILLER without pay during this termination process. If ZILLER is discharged for cause, she shall only receive, as compensation, the monetary equivalent to her earned but unused vacation.

(B) Termination Without Cause

If the CITY terminates ZILLER without cause and specifically in lieu of any and all other forms or claims for compensation or remuneration included under this Agreement, ZILLER shall only receive, in addition to earned but unpaid base salary and the monetary equivalent for earned but unused vacation, the monetary equivalent of three (3) months of her base salary less applicable required and elected deductions as full severance.

(C) Voluntary Resignation

If ZILLER voluntarily resigns from her position as City Administrator, she shall only receive compensation for the monetary equivalent of her earned but unpaid base salary to date of her resignation, together with accrued but unused vacation days. ZILLER shall give the CITY thirty (30) days written notification prior to her resignation. The CITY, at its election, may continue to employ ZILLER for the thirty (30) day period or request she leave the City's employment during this thirty (30) day period. In no event, however, shall ZILLER be paid for her voluntary termination other than provided in this sub-section.

### **SECTION 13. INDEMNIFICATION**

To the extent provided under Section 2-302 of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/2-301), the CITY may elect to indemnify and hold ZILLER harmless for any claims, demands or actions which arises out of an act or omission occurring within the scope of her employment or duties as City Administrator. The City shall not indemnify or hold ZILLER harmless for any claims, demands or actions not specified under Section 2-302 of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/2-301), nor shall the City indemnify ZILLER for any portion of a judgment representing an award of punitive or exemplary damages.



**SECTION 14. BONDING**

CITY shall bear the full cost of any fidelity or other bonds required of ZILLER under any law or ordinance.

**SECTION 15. NOTICE**

Any notice required by this Agreement shall be deemed effective on the date of personal service or upon mailing by certified United States Mail, Return Receipt Requested, sufficient postage prepaid and addressed as follows or as designated hereinafter by the parties in writing:

To the CITY:

Mayor of Wilmington  
Wilmington City Hall  
1165 South Water Street  
Wilmington, Illinois 60481

With a Copy to:

Wilmington City Clerk  
Wilmington City Hall  
1165 South Water Street  
Wilmington, Illinois 60481

To JOIE ZILLER:

Joie Ziller  
903 Judy Drive  
Wilmington, IL 60481

**SECTION 18. ASSIGNMENT**

This Agreement may not be assigned by either party without the prior written consent of the other.

**SECTION 19. GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Any lawsuit or legal proceeding filed relating to the terms of this Agreement shall be filed in the Circuit Court of Will County, Illinois.

**SECTION 20. HEADINGS**

The various headings used in this Agreement as headings for section or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

**SECTION 21. SEVERABILITY**

The invalidity of any sections, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and this Agreement may be enforced with such provision severed or modified by such court.

**SECTION 22. ORIGINALS**

This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes, be deemed and the same is hereby declared to be a duplicate original of this Agreement.

**IN WITNESS WHEREOF**, the CITY OF WILMINGTON has caused this Agreement to be signed and executed this Agreement on the day and year first above written.

CITY OF WILMINGTON, an Illinois  
Municipal Corporation,

By: \_\_\_\_\_  
Roy Strong, Mayor

\_\_\_\_\_  
Joie Ziller

ATTEST:  
  
\_\_\_\_\_