



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

**Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
October 3, 2017
7:00 p.m.**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

| | |
|------------------|--------------|
| John Persic, Jr. | Kevin Kirwin |
| Kirby Hall | Larry Hall |
| Lisa Butler | Fran Tutor |
| Frank Studer | Steve Evans |

IV. Approval of Minutes of the September 19, 2017 Regular City Council Meeting

V. Mayor's Report

VI. Citizens Comments

All citizens wishing to speak please state your name and/or sign in with the City Clerk for record keeping purposes

VII. Planning & Zoning Commission

1. The next scheduled meeting is Thursday, October 5, 2017 at 5:00 p.m.

VIII. Committee Reports

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

1. The next scheduled meeting is Wednesday, October 11, 2017 at 5:30 p.m.

*Posting Date:
9/29/2017 9:37 AM jjz*

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

1. The next scheduled meeting is Wednesday, October 11, 2017 at 6:00 p.m.

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

1. The next scheduled meeting is Tuesday, October 10, 2017 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. The next scheduled meeting is Tuesday, October 17, 2017 at 6:00 p.m.

E. Ordinance & License Committee
Co-Chairs – Kirby Hall & Lisa Butler

1. Second Reading of An Ordinance Authorizing, with Limitations, the Operation of Golf Cart on City Streets within the City of Wilmington, Will County, Illinois
2. The next scheduled meeting is Tuesday, October 10, 2017 at 6:00 p.m.

F. Personnel & Collective Bargaining Committee
Co-Chairs – Larry Hall & John Persic, Jr.

1. Approve the Employment Agreement between the City of Wilmington and Phillip Arnold

IX. Attorney's Report

X. Adjournment

The next regular City Council meeting is Tuesday, October 17, 2017 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 19, 2017**

Call to Order

The Regular Meeting of the Wilmington City Council on September 19, 2017 was called to order at 7:00 p.m. by Temporary Chairman Larry Hall in the Council Chambers of the Wilmington City Hall.

Roll Call

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

Aldermen Present Persic, L. Hall, Tutor, Kirwin, Evans, Butler, Studer and K. Hall

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 was the Interim City Administrator Frank Koehler, City Engineer Colby Zemaitis, Deputy City Clerk Joie Ziller, City Accountant Kim Doglio, Attorney George Mahoney, Attorney Bryan Wellner, Attorney Scott Nemanich

Approval of Minutes

Alderman Tutor made a motion and Alderman Studer seconded to approve the September 5, 2017 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Public Hearing

Alderman L. Hall made a motion and Alderman Persic seconded to open the public hearing at 7:01 p.m. for the annexation with I5, Planned Industrial Development Zoning-Variou Properties, Petitioner Adar Ridgeport Industrial Partners, LLC

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Discussion: Attorney Benjamin Schuster of Holland & Knight representing the petitioner, Adar Ridgeport Industrial Partners, LLC explained that they are here tonight on the annexation and to amend annexation agreement for Ridgeport. Whenever additional properties were acquired Ridgeport is required to seek annexation into the City. Over the last several months, Adar has been acquiring properties. Attorney Nemanich stated that over the last few years there have been numerous amendments made to the agreement and is requesting that the petitioner incorporate all the changes to have a single document. The final document is being worked on between the firms and is requesting that the Council continue the public hearing until October 17, 2017.

DRAFT

Alderman L. Hall made a motion and Alderman Persic seconded to continue the public hearing until October 17, 2017.

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Mayor' Report

Mayor Strong swore in Justin Dole who was recently promoted to Sergeant in the Wilmington Police Department.

Alderman Persic made a motion and Alderman Studer seconded to approve the mayoral appointment of Bryan Humphries as Planning & Zoning Commission Chairman.

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Citizen Comments

Sherri Michaels left a letter from Alderman Tutor to read on her behalf since she was not able to attend tonight's meeting. Ms. Michaels expressed her opinion of the Wilmington Coalition for a Healthy Community and hopes the City will seriously consider selling the old police department to the single bidder and not give it to the Coalition.

Grace Ewell expressed her concerns of the dangers of the South Island dam. Mayor Strong informed her that the City is working on a solution and did meet with Senator Sue Rezin to discuss the hazards.

Planning & Zoning Commission

Alderman Persic made a motion and Alderman L. Hall seconded to approve the Planning & Zoning Commission's recommendation to approve the annexation and zoning to I5, Planned Industrial Development Zoning of the Adar Ridgeport Industrial Partnes, LLC properties per the amended exhibit submitted to the City

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

The next meeting is scheduled for Thursday, October 5, 2017 at 5:00 p.m.

Committee Reports

Buildings, Grounds, Parks, Health & Safety Committee

Alderman Evans made a motion and Alderman K. Hall seconded to approve the Buildings, Grounds, Parks Committee's recommendation to reject the bid received by Ramcorp, Inc. for the sale of 120 N. Main Street (Old Police Department)

DRAFT

Upon roll call, the vote was:

AYES: 7 Aldermen Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 1 Alderman Studer

The motion carried.

Alderman Evans made a motion and Alderman K. Hall seconded to approve the Building, Grounds, Parks Committee recommendation to suspend the Leaf Vac Program for one year effective September 19, 2017

The next scheduled meeting is Wednesday, October 11, 2017 at 5:30 p.m.

Water, Sewer, Streets and Alleys Committee

Alderman Studer made a motion and Alderman Tutor seconded to table the approval of a resolution accepting public improvements within the Waterø Edge Subdivision in Wilmington, Will County, Illinois

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

The next scheduled meeting is Wednesday, October 11, 2017 at 6:00 p.m.

Police & ESDA Committee

The next scheduled meeting is Tuesday, October 10, 2017 at 5:30 p.m.

Finance, Administration & Land Acquisition Committee

Alderman Studer made a motion and Alderman Tutor seconded to approve the Accounts Payable dated September 19, 2017 in the amount of \$446,809.49 and the Collectorø Report for the month ended August 30, 2017 in the amount of \$472,549.00 as presented by the City Accountant

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman Studer made a motion and Alderman Tutor seconded to approve the Fiscal Year 2017 Audit as Presented by Mack & Associates

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman Studer made a motion and Alderman Tutor seconded to approve the Professional Service Agreement between the City of Wilmington and Peckham, Guyton, Albers and Viets, Inc.

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

DRAFT

Alderman Tutor made a motion and Alderman Studer seconded to approve the Intergovernmental Cooperation Agreement between the City of Wilmington and the Board of Education of Wilmington Community Unit School District No. 209-U

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman Tutor made a motion and Alderman Evans seconded to approve the Agreement with Duff & Phelps, LLC for Appraisal Services in the amount of \$5,600

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman Tutor made a motion and Alderman Kirwin seconded to approve Pay Request #6 payable to Austin Tyler Construction, Inc. for the South Arsenal Road at IL 53 Project as recommended by City Engineer Zemaitis

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman Tutor made a motion and Alderman Butler seconded to approve the quote received by the qualified low bidder offering prevailing wage in the amount to be decided for the roof repairs at 114 N. Main Street (Old City Hall) subject to reimbursement from the Wilmington Historical Society and or grants

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman Tutor made a motion and Alderman Butler seconded to approve the quote received by Johnke Tree Service in the amount of \$8,250 for tree removal

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

The next scheduled meeting is Tuesday, October 17, 2017 at 6:00 p.m.

Ordinance & License Committee

Co-Chairs – Kirby Hall & Lisa Butler

Alderman Butler made a motion and Alderman Evans seconded to approve Ordinance NO. 17-09-19-01 - An Ordinance Creating a Sanitary Sewer, Fats Oils and Greases (FOG) Disposal

DRAFT

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman Butler announce the first reading of An Ordinance Allowing Golf Carts on City Streets

The next scheduled meeting is Tuesday, October 10, 2017 at 5:30 p.m.

Personnel & Collective Bargaining Committee

Co-Chairs – Larry Hall & John Persic Jr.

Nothing at this time

Executive Session

Alderman L. Hall made a motion and Alderman Persic seconded to go into executive session at 7:46 p.m. to discuss Matters of Personnel Consideration of the following personnel related issues permitted in a Closed Meeting under Section 2(c)(1) – Appointment, Employment, Compensation, Discipline, Performance or Dismissal of specific employees – And Section 2(c)(2) – Collective negotiating matters between the public body and its employees – of the Open Meetings Acts (5 ILCS 120/1 *et seq.*) and Matters of Land Acquisition Consideration to purchase Lease or Acquire Specific Real Estate Property 2(c)(5)

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Alderman L. Hall made a motion and Alderman Tutor seconded to close the executive session at 8:18 p.m.

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

Action Taken Following Executive Session

Alderman L. Hall made a motion and Alderman Evans seconded to approve the City Accountant to seek and hire a Temporary Utility Billing Clerk

Upon roll call, the vote was:

AYES: 8 Aldermen Studer, Persic, K. Hall, Tutor, Butler, Kirwin, L. Hall, Evans

NAYS: 0

The motion carried.

City Engineer’s Report

City Engineer Zemaitis presented his monthly report to the Council. This report is attached to the minutes for reference.

Interim City Administrator’s Report

Interim City Administrator Koehler’s report is attached to these minutes for future reference.

DRAFT

Attorney's Report

Attorney Wellner reported that he is reviewing the City's liquor licenses and the Illinois Video Gaming Act and during his research he found two other communities, Effingham and Richmond that allow for liquor stores to serve on the premises for consumption. This topic will be further discussed at the October Ordinance & Licensing Committee meeting.

Adjournment

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman Kirwin. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on September 19, 2017 adjourned at 8:25 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

ORDINANCE NO. _____
1st Reading 09/19/2017
2nd Reading 10/03/2017

**AN ORDINANCE AUTHORIZING, WITH LIMITATIONS, THE OPERATION OF
GOLF CARTS ON CITY STREETS WITHIN THE CITY OF WILMINGTON, WILL
COUNTY, ILLINOIS**

WHEREAS, the Illinois Vehicle Code authorizes the City of Wilmington to permit golf carts vehicles upon certain streets, highways or roadways under its jurisdiction; and

WHEREAS, the City of Wilmington hereby determines that the public safety will not be jeopardized if golf carts are permitted upon the streets, highways and roadways under its jurisdiction in accordance with the provisions set forth below; an

WHEREAS, in determining that permitting golf carts on the streets, highways and roadways under its jurisdiction will not jeopardize the public safety the City has considered (i) the volume and speed of traffic; (ii) the character of traffic on such streets, highways and roadways; and (iii) whether golf carts can safely travel on and cross such streets, highways and roadways.

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

SECTION 1. Amend Title VII Traffic Code of the Wilmington Code of Ordinances to add the following:

Section 74.00 OPERATION OF GOLF CARTS

74.01 Definitions

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

City Streets: Any of the streets within the boundaries of the City of Wilmington except for State, County and Township Roads.

County Roads: Any road under the jurisdiction of Will County Highway Department.

Golf Cart: A vehicle specifically designed and intended for the purpose of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the playing of golf or maintaining the condition of the grounds on a public or private golf course and having a maximum speed of 20 miles per hour (mph).

State Roads: Any road under the jurisdiction of the Illinois Department of Transportation. State roads include, but are not limited to IL Route 102, IL Route 53, Interstate 55, and frontage roads.

Township Roads: Any road under the jurisdiction of a township road district.

74.02 Operating Requirements

Except as otherwise provided in this chapter, it shall be lawful for a person to drive or operate a golf cart upon city streets in the City of Wilmington.

- a. A person shall not drive or operate a golf cart upon any roadway in the City of Wilmington without a valid driver's license.
- b. It is unlawful to drive or operate a golf cart upon any roadway in the City of Wilmington with a speed limit greater than thirty-five (35) miles per hour. Provided, however, a golf cart may cross a roadway at an intersection where the roadway to be crossed has a posted speed limit of more than thirty-five (35) miles per hour.
- c. Any person driving or operating a golf cart shall not cross any State, County or Township road, toll road, interstate highway, or controlled access highway unless at an intersection controlled by a traffic light or a four-way stop sign and the speed limit of the highway to be crossed is thirty (35) miles per hour or less at the place of crossing.
- d. A golf cart shall only be driven or operated on roadways under the exclusive jurisdiction of the City of Wilmington unless the City has concurrent jurisdiction with another unit of government controlling the roadway and authorizes the same.
- e. A person who drives or is in actual physical control of a golf cart while under the influence is subject Sections 11-500 through 11-502 of the Illinois Vehicle Code, including but not limited to Driving Under the Influence (625 ILCS 5/11-501) and Illegal Transportation or Possession of Alcoholic Liquor in a Motor Vehicle (625 ILCS 5/11-502), and applicable local ordinances
- f. Golf carts shall not be operated on sidewalks or other public property not accessible to or authorized for vehicular traffic.
- g. A person who drives or operates a golf cart shall obey all traffic laws of the State of Illinois and the City of Wilmington with regard to the movement and operation of vehicles on the streets and roadways.
- h. It is unlawful to operate or drive any non-highway vehicle, as defined by Section 11-1426.1 of the Illinois Vehicle Code (625 ILCS 5/11-1426.1), besides a golf cart, on any roadway in the City of Wilmington.

74.03 Equipment Requirements

A golf cart shall not be operated on any roadway in the City of Wilmington, unless at a minimum, it has the following in a working and operable condition: brakes, seat safety belts, a

steering apparatus, tires, a rearview mirror, red reflectors in the front and rear, a slow moving emblem (as required of other vehicles in Section 12-709 of the Illinois Vehicle Code) on the rear of the golf cart, a headlight that emits a white light visible from a distance of five hundred (500) feet to the front, a tail lamp that emits a red light visible from at least one hundred (100) feet to the rear, brake lights and turn signals. All golf carts shall have their headlights and tail lamps illuminated when driven or operated upon a roadway in the City of Wilmington as required by section 12-201 of the Illinois Vehicle Code.

74.04 Mandatory Insurance

Any person who operates a golf cart on a street, roadway, or public alleyway shall be subject to the mandatory insurance requirements under Sections 7-601 through 7-610 of the Illinois Vehicle Code.

74.05 Registration Required

It shall be unlawful for a person to drive or operate a golf cart upon any roadway in the City of Wilmington unless the golf cart is registered with the Wilmington Police Department and conspicuously displays a valid and corresponding registration number placard/sticker on the passenger side of the rear bumper on the golf cart.

- (A) Upon the adoption of this ordinance, and annually thereafter, all owners of golf carts shall apply to register their golf carts with the Wilmington City Hall by fully and truthfully completing a golf cart registration application. In order register, the golf cart shall be subject to inspection by the Wilmington Police Department.
- (B) Golf cart registration and the corresponding placard/sticker shall be valid for a period of January 1 through December 31 of the same calendar year.
- (C) A nonrefundable registration fee of twenty-five dollars (\$25.00) shall be paid to the City of Wilmington with each application or reapplication for registration.
- (D) Registration shall be subject to revocation in the event the Wilmington Police Department determines the applicable insurance policy for the golf cart has been revoked, has lapsed or is otherwise invalid.
- (E) All owners of golf carts registered with the Wilmington Police Department will be issued a corresponding registration number placard/sticker, which shall be affixed and remain conspicuously visible on the rear of the golf cart.

74.06 Capacity Limitations; Seat Safety Belts and Child Restraints Required

- (A) It shall be unlawful for any person to drive or operate a golf cart upon any roadway within the City of Wilmington while transporting or carrying more occupants than seat safety belts on the golf cart.

- (B) Each driver and passenger of a golf cart operated on any roadway within the City of Wilmington shall wear a properly adjusted and fastened seat safety belt.
- (C) A child less than eight (8) years of age shall not be transported in a golf cart unless properly secured in an appropriate child restraint system, or otherwise protected as required by Section 4 of the Child Passenger Safety Act. Each driver of a golf cart transporting a child eight (8) years of age or more, but less than 16 years of age, shall secure the child in a properly adjusted and fastened seat safety belt. The transportation of a child eight (8) years of age or less is prohibited unless the child is accompanied by the child's parent or guardian or a person twenty-one (21) years of age or older other than the driver.

74.07 Penalty

Any person found to be in violation of this ordinance shall be subject to a fine of not less than \$75.00, and not more than \$750.00. A separate offense shall be deemed committed on each day during and on which a violation occurs or continues.

SECTION 2: REPEALER

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance shall be and the same are hereby repealed.

SECTION 3: SEVERABILITY

This Ordinance and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs, provisions and sections and parts of phrases, clauses, sentences, paragraph, provisions, and section not ruled void or unconstitutional shall continue in full force and effect.

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 October, 2017 with _____ members voting aye, _____ members voting nay, the Mayor voting _____, with _____ members abstaining or passing and said vote being:

| | | | |
|------------------|-------|--------------|-------|
| John Persic, Jr. | _____ | Kevin Kirwin | _____ |
| Larry Hall | _____ | Kirby Hall | _____ |
| Fran Tutor | _____ | Lisa Butler | _____ |
| Steve Evans | _____ | Frank Studer | _____ |

Approved this _____ day of October, 2017

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

EMPLOYMENT AGREEMENT

This employment agreement is made this 3rd day of October, 2017 by and between the City of Wilmington, Illinois, hereinafter called the "Employer," and Mr. Phillip Arnold, hereinafter called the "Employee," who both understand the following:

1. **DUTIES** - As agreed, the Employer has offered to retain and the Employee has accepted to remain in the position of Chief of Police of the City of Wilmington, Illinois, effective May 02, 2017, for the duration of this agreement. The Employee agrees to faithfully and dutifully perform the duties of the position of Chief of Police and not to accept any other full time employment, other than in accordance with the terms and provisions of this agreement. The Employer agrees to retain the Employee in the position of Chief of Police for the duration of this agreement in accordance with the terms and provisions of this agreement.
2. **DURATION OF AGREEMENT** - As agreed, the appointment of the Employee as Chief of Police shall be until such time that the current term of office of the Mayor terminates, May 01, 2021.
3. **COMPENSATION** - Upon appointment, the Employer agrees to pay the Employee, bi-weekly, an annual base salary of \$99,300 (retroactive May 1, 2017), with salary progression as follows:
 - a. Annual general wage adjustment indexed to consumer price index as approved by the City Council, with initial eligibility on May 1, 2018;
 - b. Annual merit pay adjustment as approved by the City Council, with initial eligibility on November 1, 2018;
 - c. The City Council may further increase wages or merit pay as warranted.
4. **PERFORMANCE EVALUATION** - Within thirty (30) days of each annual anniversary of this agreement, the Mayor shall review and evaluate the performance of the Employee. Prior thereto, the Mayor and the Employee shall meet to establish mutually agreed upon criteria for the said performance evaluation. The evaluation shall be based upon these mutually agreed upon criteria as well as any other deemed appropriate by the Mayor, a list of which shall be provided to the Employee prior to the commencement of the evaluation. It is understood that if there is no evaluation performed, the City finds the performance of the Employee to be acceptable.

5. **TERMINATION AND SEVERANCE PAY** - As agreed, this agreement may be cancelled in any of the following ways:
- a. If the Employer terminates Employee's employment without cause, the Employee shall receive 120 days notice of termination, providing the Employee is willing and able to perform the duties of Chief of Police, and the Employer shall compensate the Employee severance pay equal to 120 days salary, and shall continue all health and insurance benefits.
 - b. In the event the Mayor determines that Employee should not continue to perform the duties of Chief of Police, even though the Employee is willing and able to perform the duties of Chief of Police, the Employee will receive payment in the amount of 120 days and shall continue all health and insurance benefits.
 - c. In the event the Employee is convicted of a crime, he shall not be entitled to any compensation as provided above.
 - d. In the event the Employee voluntarily resigns his position with the Employer, the Employee will give 30 days notice in advance, unless otherwise agreed.
6. **VACATION AND SICK LEAVE** - It is agreed that effective May 1, 2017, the Employee has seven (7) weeks of vacation in his vacation bank from previous years. That is time that could not be used due to the nature of the Employee's position and not being able to take the time off. Those 7 weeks can remain in the bank, but every attempt should be made to use any newly accrued vacation time. Any time in excess of those seven weeks will be paid out in the same fashion as full-time police officers covered in the CBA. Beginning on the Employee's third anniversary date (August 13, 2017), he will begin receiving vacation time based on Employee's years of full time law enforcement experience (31 years), equal to the number of weeks that full-time police employees receive for the same years of service.

Sick leave entitlements shall be earned as follows:

Employee shall be entitled sick leave as set forth in the City of Wilmington Policy Manual. The parties agree that Employee currently has a bank of 149 sick days which shall be available for his use immediately upon execution of this Agreement.

7. **DISABILITY AND OTHER INSURANCE** - The Employer agrees to provide insurance as follows:
- a. Disability will be as provided in the IMRF SLEP Pension Plan.
 - b. Those benefits which currently include disability insurance, employee medical, health and

hospitalization insurance and life insurance, as may be from time to time provided by the CITY to its employees not subject to a collective bargaining agreement. The City shall provide dependent medical, health and hospitalization insurance benefits at cost offered to other employees.

- c. The Employer agrees to purchase and pay the required premium costs of a life insurance policy equal to one and one half (1½) the annual gross salary of the Employee, with the beneficiary being named by the Employee.

8. **HOLIDAYS AND FLOATING HOLIDAYS** - As agreed, the Employee will receive nine (9) holidays per year, as well as:

- a. Four (4) Floating Holidays (personal days) per fiscal year.

9. **UNIFORMS AND EQUIPMENT** - The Employer agrees to provide and pay for expenses related to Cellular telephone, uniforms, equipment and accessories costs.

10. **PROFESSIONAL DEVELOPMENT** - The Employer agrees to budget and pay for expenses related to conferences and meetings, including lunches, attendance fees, lodging and travel expenses to include, but not limited to, the Illinois Association of Chiefs of Police - Winter and Summer Conferences, the International Association of Chiefs of Police Conference, ILEAS and the Illinois 9-1-1 Conference.

11. **DUES AND SUBSCRIPTIONS** - The Employer agrees to budget and pay for professional memberships and dues necessary for continued participation, continued development, and for the good of the Employer to include, but not limited to, the Illinois Association of Chiefs of Police, International Association of Chiefs of Police, the Will County Chiefs of Police Association, and the National Emergency Number Association.

12. **AUTOMOBILE** - It is understood that the Chief of Police is expected to respond to critical incidents within the City and is on call for such incidents 24 hours a day. The unique nature of the position of Chief of Police requires exclusive and unrestricted use of an automobile for professional and reasonable personal use. It is agreed that the Employer will provide a fully insured City vehicle and be responsible for paying for the cost of fuel, maintenance and necessary upkeep of said City vehicle.

13. **RESIDENCY** - As a condition of employment the Employer does not require the Employee to live within the City of Wilmington. In the event Employer requires residency within the corporate limits in the future,

the Employer agrees to discuss any additional subsidies or benefits related at that time, including moving expenses up to \$7,000.

14. **LAW GOVERNING** - This agreement shall be construed and governed by the law of the State of Illinois as to interpretation and as to performance.
15. **IDEMNIFICATION** - The City shall defend, save harmless and indemnify Employee against any tort, other than intentional torts, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. City specifically agrees to provide legal representation in the defense of any action thereof. City has no duty to defend, save harmless or indemnify Employee for any act or omission constituting bad faith or done with intent.
16. **BONDING** - Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.
17. **BINDING EFFECT** - This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successor and assigns.
18. **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.
19. **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.
20. **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.

21. **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

Phillip Arnold

ATTEST:

Joie Ziller,