



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

**Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
October 16, 2018
7:00 p.m.**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

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

IV. Approval of Minutes from the October 02, 2018 Regular City Council Meeting

V. Mayor's Report

1. The City of Wilmington Police Department is hosting a "Haunts Against Hunger" during Bewitched on 66 on North Water Street from 5pm to 10pm on October 20th. Bring your canned boxed and non-perishables. All donations will be given to the Kuzma Cottage.

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, November 1, 2018 at 5:00 p.m.

VIII. Committee Reports

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

*Posting Date:
10/12/2018 8:51 AM hh*

1. The next scheduled meeting is Wednesday, November 14, 2018 at 5:30 p.m.

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

1. Approve the Land Lease Agreement with the Wilmington Baseball Softball Association
2. The next scheduled meeting is Wednesday, November 14, 2018 at 6:00 p.m.

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

1. Approve Intergovernmental Cooperation Agreement with the Board of Education of the Wilmington Community Unit School District 209-U
2. The next scheduled meeting is Tuesday, November 13, 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. The next scheduled meeting is Tuesday, November 20, 2018 at 6:00 p.m.

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

1. Approve Ordinance No. 18-10-16-01 – an Ordinance Amending the Regulation of Food Trucks Permits Within the City of Wilmington
2. Approve Ordinance No. 18-10-16-02 – an Ordinance Limiting Vehicle Weight on Certain Streets Within the City of Wilmington
3. First Reading – An Ordinance Amending the Façade Improvement Grant Program in Commercially Zoned Areas Within the City of Wilmington
4. First Reading – An Ordinance to Encourage New Residential Construction and Economic Growth for the Citizens and the City of Wilmington
5. The next scheduled meeting is Tuesday, November 13, 2018 at 6:00 p.m.

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

IX. Attorney’s Report

X. Executive Session

1. Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees [5 ILCS 120/2(c)(1)]
2. Collective Negotiating Matters [5 ILCS 120/2(c)(2)]
3. Matters of Land Acquisition [2(c)(5) and 2(c)(6)]
4. Pending Litigation [2(c)(11)]

XI. Possible Action to be taken following the Executive Session

XII. Adjournment

The next City Council meeting is Wednesday, November 7, 2018 at 7:00 p.m.

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**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
Tuesday, October 2, 2018**

Call to Order

The Regular Meeting of the Wilmington City Council on October 2, 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, Butler, Kirwin, Vice, Evans, Combes, Persic

Quorum

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

Other Officials in Attendance

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

Approval of Minutes

Alderman Tutor made a motion and Alderman Combes seconded to approve the September 18, 2018 Regular City Council meeting minutes and have them placed on file
Two corrections to be made under the “Mayor’s Report”: Army Corp and TIF

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Mayor’s Report

The Mayor reports the dates and times for National Prescription Drug Take Back Day and Halloween Trick or Treat

Public Comment

Shirley Chandler who lives on River Street has damage to her garage from her neighbors sump pump. In March the Building Inspector and Code Officer served her neighbor with a 30 day notice to fix the problem. In April, 30 days had passed and the neighbor had not yet fixed the problem. Chandler was told from the Code Officer that he would start fining her daily and the City would fix problem and bill the neighbor if she didn’t comply. Two and a half months went by before her neighbor got served, states Chandler. The Code Officer then came to Chandler and said the City would do nothing with her problem. She then reads off some codes and ordinances

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stating that her neighbor should be fined. Chandler says that a sump pump has to be drained into the storm drain, not into the yard. She said City Hall called her and said the sump pump with a natural flow of water, like rain off the roof, and for her to get a Lawyer. Mayor Strong states that her neighbor would not let the City on her property to change the sump. Chief Arnold states that this has been an issue for nine years and there is nothing the City can do, this is a civil issue and that Chandler should contact a lawyer. Attorney Wellner will have something written up by the next City Council meeting regarding this matter.

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

Public Works Director Darin Fowler says there will I&I final report presentation at this Committee Meeting.

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

Alderman Studer made a motion and Alderman Tutor seconded to approve the Accounts Payable reports dated October 2, 2018 in the amount of \$ 291,790.54

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Alderman Studer made a motion and Alderman Tutor seconded to approve the Travel, Meal and Lodging Expense Reimbursement Request Submitted by Chief Arnold to attend the International Association of Chiefs of Police Conference

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

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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.

Alderman Vice made a motion and Alderman Butler seconded to approve the hire of Hayley Henke as the City of Wilmington Executive Secretary effective September 18, 2018. This is a non bargaining position

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Alderman Vice made a motion and Alderman Combes seconded to approve the hire of Philip Lusson, Public Works Department Street Crew 1 as classified in the American Federal of State, County and Municipal Employees Collective Bargaining Agreement pending the passage of a physical and drug screening

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Alderman Persic made a motion and Alderman Tutor seconded to approve the hiring of Aleksandra Sakowska to the Wilmington Police Department based upon the Board of Police Commissioners on September 19, 2018

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Alderman Tutor made a motion and Alderman Combes seconded to Ratify the swearing in of Aleksandra Sakowska on September 18, 2018

Upon roll call, the vote was:

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

NAYS: 0

The motion carried.

Attorney's Report

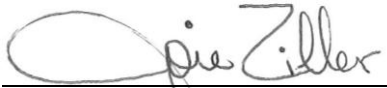
Nothing at this time.

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 October 02, 2018 adjourned at 7:22 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Joie Ziller". The signature is written in black ink and is positioned above a horizontal line.

Joie Ziller, Deputy City Clerk



Help the Wilmington Police Department in a Haunts Against Hunger Food Drive

During **Bewitched on 66**
on North Water Street
Saturday, October 20, 2018
5pm-10pm

Bring your canned
boxed and non perishables

All donations will be
given to the Kuzma Cottage

Attractions:

- The WPD Explorer Cadets
- Route 66 Wildcat Squad
- A Hearse by Charles Schad at Oak Knoll Tax Pros
- The Bewitched on 66 Flea Market
- Music and Celebrations at the Park District
- The Lions Club Spook Hike at North Island Park



**GROUND
LEASE**

Lessor:

**CITY OF WILMINGTON
an Illinois Municipal Corporation**

Lessee:

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

Date:

October 16, 2018

GROUND LEASE

This Ground Lease (this “Lease”), is made and entered into as of October 16, 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 certain baseball/softball playing fields 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 thirty (30) years commencing on the date of this Agreement (“**Commencement Date**”) and terminating on the thirtieth (30th) 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.

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: October 16, 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: _____

DOCUMENT 6-3-18

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this **8th day of August, 2018**, by and between the Board of Education of Wilmington Community Unit School District No. 209-U, Will County, Illinois (hereinafter referred to as the "School District"), and the City of Wilmington, Will County, Illinois, (hereinafter referred to as the "City"), sometimes collectively referred to as the parties, in the exercise of their intergovernmental cooperative powers under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperative Act;

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, the School District authorizes the enforcement of City rules and traffic regulations (including parking rules and regulations) on school property, specifically **Bruning Elementary School, 1910 Bruning Drive, Wilmington, Illinois; L.J. Stevens Intermediate School, 221 Ryan Street, Wilmington, Illinois; Wilmington Middle School, 715 South Joliet Street, Wilmington, Illinois; and Wilmington High School, 209 Wildcat Court and 209U Wildcat Court, Wilmington, Illinois; and**

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

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

SECTION 1 - INCORPORATION OF RECITALS

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

SECTION 2 - PURPOSE OF AGREEMENT

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

SECTION 3 - POWER AND AUTHORITY

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

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

time or date; to sign criminal complaints against the individuals on behalf of the Principal/Superintendent for the School District.

SECTION 4 - COOPERATION

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

SECTION 5 – SCHOOL LIAISON OFFICER

- A. At the request of the School District and upon prior mutual agreement between the City and School District in regards to the payment of costs incurred, an individual employed by the City as an officer with the Wilmington Police Department may be assigned by the City to serve as a Liaison Officer for the School District to perform those duties generally enumerated in Wilmington Police Department.
- B. The Liaison Officer shall be paid by the City, with salary expenses being shared as mutually agreed upon; and shall perform duties as both an officer for the Wilmington Police Department and also a Liaison Officer for the School District. Said individual shall be paid a salary and provided benefits by the City in accordance with the salary schedule for the Wilmington Police Department. Officers employed with the Wilmington Police Department on a part-time basis will be paid at a lower rate than officers employed on a full-time basis.

SECTION 6 - CROSSING GUARD

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

SECTION 7- ADDITIONAL SERVICES

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

SECTION 8 - WATER AND WASTEWATER SERVICES

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

SECTION 9 - POLICE OFFICERS ARE CITY EMPLOYEES

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

SECTION 10 - LIABILITY

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

SECTION 11 - COMPENSATION

- A. Crossing Guard. The City will provide crossing guard services, for which the School District agrees to pay half of the associated cost.
- B. Administrative Services. For those administrative services not associated with the Liaison Officer, the School District shall pay the City at the rate of \$50.00 per hour for full-time officers and \$25.00 per hour for part-time officers. The above rates include compensation for the

officers assigned, appropriate insurance, vehicle maintenance, depreciation, extra equipment used in rendering such services and all other expenses incurred by the City.

SECTION 12 - TERM OF AGREEMENT

- A. The term of this agreement shall be from **September 15, 2018 through September 14, 2019.**

- B. Notwithstanding anything to the contrary, this Agreement may be canceled at anytime by either party by serving fourteen (14) days' written notice of termination to the other. Said right of termination shall exist without any requirement of stating reasons therefore, and shall be without recourse to the non-terminating party.

SECTION 13 -NOTIFICATION

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

SECTION 14 - APPLICABLE LAW

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

SECTION 15 - MULTIPLE COUNTERPARTS

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

SECTION 16 - ENTIRE AGREEMENT

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

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

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

CITY OF WILMINGTON
WILL COUNTY, ILLINOIS

BY: 

President

BY: _____
Mayor

ATTEST:

BY: 

Secretary

BY: _____
City Clerk

City of Wilmington

Check Register Meeting Date: October 16, 2018



| Check# | Date | Vendor/Employee | Amount |
|-------------|------------|-------------------------------------|-----------|
| Fund | 1 | General Corporate Fund | |
| 0 | 10/12/2018 | Misc City Hall ACH | 265.11 |
| 0 | 10/12/2018 | WEX Bank | 3,054.04 |
| 0 | 10/12/2018 | Paycor | 441.61 |
| 0 | 10/12/2018 | Misc Vendors WPD | 1,133.71 |
| 0 | 10/12/2018 | IMRF | 11,980.62 |
| 0 | 10/12/2018 | Payroll Sweep | 72,176.03 |
| 20439 | 10/16/2018 | Cintas Corporation | 528.61 |
| 20440 | 10/16/2018 | Comcast | 159.85 |
| 20441 | 10/16/2018 | ComEd | 143.46 |
| 20442 | 10/16/2018 | Constellation New Energy, Inc | 17,726.77 |
| 20443 | 10/16/2018 | Crowe, LLP | 13,147.50 |
| 20444 | 10/16/2018 | DTW Inc | 1,668.75 |
| 20445 | 10/16/2018 | Evans Lawn & Garden Inc | 18.79 |
| 20446 | 10/16/2018 | Teresa Fisher | 356.70 |
| 20447 | 10/16/2018 | Fort Dearborn Life Insurance | 369.97 |
| 20448 | 10/16/2018 | Hey & Associates, Inc. | 467.50 |
| 20449 | 10/16/2018 | Illinois Assoc. of Chiefs of Police | 319.00 |
| 20450 | 10/16/2018 | Illinois State Police | 27.00 |
| 20451 | 10/16/2018 | JB Enterprises II, Inc. | 47,613.00 |
| 20452 | 10/16/2018 | Joliet Asphalt LLC | 1,131.60 |
| 20453 | 10/16/2018 | Raymond Larson | 230.00 |
| 20454 | 10/16/2018 | Stephanie Little | 16.80 |
| 20455 | 10/16/2018 | McCann Industries Inc | 831.31 |
| 20456 | 10/16/2018 | Office Depot | 29.94 |
| 20457 | 10/16/2018 | Olivieri Brothers, Inc. | 6,774.08 |
| 20458 | 10/16/2018 | P4 Security Solutions, LLC | 800.00 |
| 20459 | 10/16/2018 | Petty Cash Fund | 247.43 |
| 20460 | 10/16/2018 | Ray O Herron Inc | 1,257.59 |
| 20461 | 10/16/2018 | SERVPRO | 250.00 |
| 20462 | 10/16/2018 | Kevin Shaughnessy | 225.00 |
| 20463 | 10/16/2018 | Southwest Mechanical Inc | 145.00 |
| 20464 | 10/16/2018 | Staples Advantage | 198.63 |
| 20465 | 10/16/2018 | Roy Strong | 1,133.24 |
| 20466 | 10/16/2018 | TA Operating, LLC | 477.60 |
| 20467 | 10/16/2018 | Verizon Wireless | 1,227.57 |
| 20468 | 10/16/2018 | Waste Management Of Il SW | 700.59 |
| 20469 | 10/16/2018 | WESCOM | 23,026.33 |
| 20470 | 10/16/2018 | Will Co Circuit Clerk | 140.00 |
| 20471 | 10/16/2018 | Will County CED | 2,500.00 |

| | | | |
|--------|------------|-----------------------------|-------------------|
| 20472 | 10/16/2018 | Wilmington Collision Center | 2,914.10 |
| Total: | | | <u>215,854.83</u> |

| | | | |
|-------------|------------|---------------------------------------|------------------|
| Fund | 2 | Water Operating M & R Fund | |
| 0 | 10/12/2018 | JPMorgan Chase Bank, N.A. | 130.54 |
| 0 | 10/12/2018 | INB Bank | 2.43 |
| 0 | 10/12/2018 | IMRF | 2,843.49 |
| 0 | 10/12/2018 | IL Funds | 597.50 |
| 0 | 10/12/2018 | Payroll Sweep | 16,409.69 |
| 0 | 10/12/2018 | WEX Bank | 345.37 |
| 0 | 10/12/2018 | US Post Office | 500.08 |
| 10544 | 10/16/2018 | Accela, Inc. #774375 | 386.00 |
| 10545 | 10/16/2018 | Alarm Detection Systems, Inc. | 223.93 |
| 10548 | 10/16/2018 | Anthony Cavalea | 40.26 |
| 10550 | 10/16/2018 | DTW Inc | 120.96 |
| 10551 | 10/16/2018 | Fort Dearborn Life Insurance | 99.13 |
| 10552 | 10/16/2018 | G & D Tire Alignment | 43.39 |
| 10555 | 10/16/2018 | Nicor | 33.34 |
| 10561 | 10/16/2018 | Verizon Wireless | 253.32 |
| 10562 | 10/16/2018 | Waste Management Of Il SW | 37,769.12 |
| Total: | | | <u>59,798.55</u> |

| | | | |
|-------------|------------|-----------------------------------|------------------|
| Fund | 3 | Sewer Capital Project Fund | |
| 10558 | 10/16/2018 | Strand Associates Inc | 12,860.00 |
| Total: | | | <u>12,860.00</u> |

| | | | |
|-------------|------------|---------------------------------------|-----------|
| Fund | 4 | Sewer Operating M & R Fund | |
| 0 | 10/12/2018 | Misc SWR ACH | 89.15 |
| 0 | 10/12/2018 | JPMorgan Chase Bank, N.A. | 130.56 |
| 0 | 10/12/2018 | INB Bank | 2.43 |
| 0 | 10/12/2018 | IMRF | 2,261.12 |
| 0 | 10/12/2018 | IL Funds | 597.49 |
| 0 | 10/12/2018 | Payroll Sweep | 13,325.65 |
| 0 | 10/12/2018 | WEX Bank | 322.08 |
| 0 | 10/12/2018 | US Post Office | 500.08 |
| 10544 | 10/16/2018 | Accela, Inc. #774375 | 386.00 |
| 10546 | 10/16/2018 | Alexander Chemical Corporation | 4,319.84 |
| 10547 | 10/16/2018 | Arro Laboratories Inc | 54.23 |
| 10548 | 10/16/2018 | Anthony Cavalea | 42.98 |
| 10549 | 10/16/2018 | Delta Industries, Inc. | 1,986.46 |
| 10551 | 10/16/2018 | Fort Dearborn Life Insurance | 64.23 |
| 10553 | 10/16/2018 | Illinois Section AWWA | 116.00 |
| 10554 | 10/16/2018 | Joliet Technologies, LLC | 140.00 |
| 10555 | 10/16/2018 | Nicor | 18.27 |
| 10556 | 10/16/2018 | Richard Quigley | 28.50 |
| 10557 | 10/16/2018 | Staples Advantage | 16.99 |
| 10559 | 10/16/2018 | Suburban Laboratories, Inc. | 485.80 |

| | | | |
|-------|------------|-----------------------------|----------|
| 10560 | 10/16/2018 | Underground Pipe & Valve Co | 232.75 |
| 10561 | 10/16/2018 | Verizon Wireless | 261.13 |
| 10562 | 10/16/2018 | Waste Management Of Il SW | 1,518.79 |
| 10563 | 10/16/2018 | Water Enviroment Federation | 200.00 |

Total: 27,100.53

| Fund | 7 | ESDA Fund | |
|-------------|------------|-----------------------|----------|
| 0 | 10/12/2018 | WEX Bank | 263.35 |
| 20437 | 10/16/2018 | Air One Equipment Inc | 160.00 |
| 20438 | 10/16/2018 | Calwen Inc. | 700.00 |
| 20440 | 10/16/2018 | Comcast | 74.90 |
| 20467 | 10/16/2018 | Verizon Wireless | 164.67 |
| 20469 | 10/16/2018 | WESCOM | 2,241.24 |

Total: 3,604.16

GRAND TOTAL: 319,218.07

Dennis Vice

Floyd Combes

Steve Evans

John Persic, Jr.

Kevin Kirwin

Frank Studer

Lisa Butler

Fran Tutor

Approved: October 16, 2018

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

GENERAL CORPORATE

| | |
|---------------------------------|--------|
| BUSINESS REGISTRATION FEE | 20 |
| ECONOMIC DEVELOPMENT FEE | 583 |
| CONTRACTOR'S REGISTRATION FEE | 1,300 |
| OPERATING LICENSES - MISC | 350 |
| OVERWEIGHT TRUCK PERMITS | 1,600 |
| LIQUOR LICENSES | 2,800 |
| OTHER MISC. REIMBURSEMENTS | 532 |
| HEALTH INSURANCE REIMBURSEMENTS | 3,501 |
| OTHER MISC. INCOME | 12,990 |
| DEVELOPERS REIMBURSEMENTS | 20,588 |

BUILDING

| | |
|---------------------------------|-------|
| BUILDING PERMIT FEES | 1,700 |
| BUILDING PERMIT INSPECTION FEES | 1,260 |
| PLANNING & ZONING FEE | - |

POLICE

| | |
|------------------------------|-------|
| CLERK OF CIRCUIT COURT FINES | 4,132 |
| ORDINANCE/MISC FINES | 2,293 |
| IMPOUNDMENT FINES | 500 |
| K-9 DONATIONS | - |

GENERAL CORPORATE TOTAL 54,149

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 | 6,958 |
| OTHER MISC. INCOME | 5,107 |
| OTHER REIMBURSEMENTS - W&S | 1,268 |
| UTILITY BILLING CASH RECEIPTS | 323,402 |

WATER & SEWER TOTAL 336,737

TOTAL MONTHLY RECEIPTS: 390,886

| <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 | 161,628.59 | 678,271.18 | 486,216.35 | 353,683.42 |
| 02 | Water Operating M & R Fund | 124,102.50 | 134,665.25 | 145,253.98 | 113,513.77 |
| 03 | Sewer Capital Project Fund | 356,801.23 | 92,247.77 | 36,111.13 | 412,937.87 |
| 04 | Sewer Operating M & R Fund | (378,658.54) | 88,236.93 | 63,266.04 | (353,687.65) |
| 05 | DFC Federal Grant Fund | 587.95 | 13,135.68 | 12,045.39 | 1,678.24 |
| 06 | Motor Fuel Tax Fund | 51,612.08 | 13,197.79 | 0.00 | 64,809.87 |
| 07 | ESDA Fund | (22,898.89) | 1,174.43 | 3,243.07 | (24,967.53) |
| 12 | Debt Service Fund | 92,518.94 | 61,508.89 | 0.00 | 154,027.83 |
| 17 | Water Capital Project Fund | 95,527.93 | 33,763.37 | 720.23 | 128,571.07 |
| 20 | Building Deposit Holding Acct | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | Mobile Equipment Fund | 6,200.00 | 460.00 | 0.00 | 6,660.00 |
| 24 | Capital Project Fund | 113,751.52 | 599.71 | 0.00 | 114,351.23 |
| 25 | RidgePort TIF#2 Fund | 64,017.52 | 1,851,025.56 | 3,589.25 | 1,911,453.83 |
| Report Totals: | | 665,190.83 | 2,968,286.56 | 750,445.44 | 2,883,031.95 |

| <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 | 434,946.89 | 1,129,066.83 | 52,889.17 | 4.47 |
| | Taxes-State Per Capita Revenue | 701,000.00 | 48,931.43 | 298,193.16 | 402,806.84 | 57.46 |
| | Tax Revenue - Other | 1,123,800.00 | 96,309.48 | 490,001.03 | 633,798.97 | 56.39 |
| | Utility Taxes | 515,000.00 | 43,684.24 | 219,368.49 | 295,631.51 | 57.40 |
| | License Fees | 88,000.00 | 6,653.13 | 30,059.65 | 57,940.35 | 65.84 |
| | Building Fees | 574,000.00 | 2,960.00 | 62,256.72 | 511,743.28 | 89.15 |
| | Franchise Fee | 78,000.00 | 0.00 | 38,240.76 | 39,759.24 | 50.97 |
| | Fines and Court Fees | 135,000.00 | 6,924.80 | 46,682.39 | 88,317.61 | 65.42 |
| | Revenue from Bonds/Loans | 300,000.00 | 0.00 | 0.00 | 300,000.00 | 100.00 |
| | Rental Income | 500.00 | 25.00 | 100.00 | 400.00 | 80.00 |
| | Interest Income | 8,000.00 | 1,215.58 | 5,630.21 | 2,369.79 | 29.62 |
| | 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 | 20,588.39 | 158,590.93 | 347,909.07 | 68.68 |
| | Other Reimbursements | 25,000.00 | 531.83 | 4,369.89 | 20,630.11 | 82.52 |
| | Employee Ins Reimb. | 57,000.00 | 3,501.41 | 21,687.69 | 35,312.31 | 61.95 |
| | Other Misc. Income | 92,000.00 | 11,999.00 | 42,446.28 | 49,553.72 | 53.86 |
| | Transfers From Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | REVENUE Totals: | 5,403,716.00 | 678,271.18 | 2,546,694.03 | 2,857,021.97 | 52.87 |
| | Salary Expense | 2,052,500.00 | 143,191.56 | 790,406.00 | 1,262,094.00 | 61.49 |
| | Police Commission Exp | 16,000.00 | 0.00 | 1,993.88 | 14,006.12 | 87.53 |
| | Employee Health & Life Insuran | 348,000.00 | 46,389.99 | 138,854.21 | 209,145.79 | 60.09 |
| | Retired Empl Health Ins/Dental | 120,000.00 | 14,229.68 | 50,296.71 | 69,703.29 | 58.08 |
| | Oper Supplies and Tools | 40,000.00 | 2,844.29 | 10,580.77 | 29,419.23 | 73.54 |
| | Gasoline, Oil & Tolls | 61,000.00 | 5,815.62 | 23,872.72 | 37,127.28 | 60.86 |
| | Office Supplies | 14,900.00 | 230.69 | 1,731.25 | 13,168.75 | 88.38 |
| | Training Expenses & Mileage | 25,000.00 | 605.00 | 9,548.39 | 15,451.61 | 61.80 |
| | Property, Equip & Liability Ins | 335,000.00 | 11,030.00 | 44,120.00 | 290,880.00 | 86.83 |
| | Engineering Services | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 |
| | Legal Services | 102,000.00 | 10,406.67 | 29,324.26 | 72,675.74 | 71.25 |
| | Notices/Legal Publications | 5,800.00 | 48.40 | 379.00 | 5,421.00 | 93.46 |
| | Consulting /Service Fees | 415,500.00 | 5,496.25 | 41,276.78 | 374,223.22 | 90.06 |
| | Other Professional Services | 334,400.00 | 19,076.15 | 147,483.66 | 186,916.34 | 55.89 |
| | Computer Maint. & Prog. Fees | 49,200.00 | 4,050.19 | 22,436.60 | 26,763.40 | 54.39 |
| | Dues, Subscrip. & Memberships | 12,300.00 | 120.00 | 529.86 | 11,770.14 | 95.69 |
| | Community Dev Expense | 71,000.00 | 1,008.07 | 41,489.20 | 29,510.80 | 41.56 |
| | Maintenance - Equipment | 46,500.00 | 5,212.41 | 13,394.65 | 33,105.35 | 71.19 |
| | Maintenance - Grounds/Building | 153,000.00 | 27,996.06 | 74,009.18 | 78,990.82 | 51.62 |
| | Vehicle Expenses | 45,000.00 | 2,192.92 | 7,555.05 | 37,444.95 | 83.21 |
| | Uniforms | 30,000.00 | 811.81 | 12,383.89 | 17,616.11 | 58.72 |
| | Rental of Equipment | 8,500.00 | 0.00 | 460.00 | 8,040.00 | 94.58 |
| | Utilities / Telephone Services | 139,100.00 | 4,409.19 | 46,029.65 | 93,070.35 | 66.90 |
| | Misc | 158,000.00 | 72.80 | 86,498.89 | 71,501.11 | 45.25 |

General Ledger
Revenue vs. Expenditure By Fund

| Account | Description | Budget | Period Amount | Year to Date Amount | Year to Date Variance | Percent Variance |
|---------|---------------------------------|---------------|---------------|---------------------|-----------------------|------------------|
| | Expensed Equipment | 24,242.00 | 636.29 | 14,076.80 | 10,165.20 | 41.93 |
| | Leased Equipment | 90,910.00 | 2,926.01 | 57,150.45 | 33,759.55 | 37.13 |
| | Capital Equipment Purchases | 406,000.00 | 4,699.99 | 50,335.97 | 355,664.03 | 87.60 |
| | Transfers to Other Funds | 132,000.00 | 0.00 | 0.00 | 132,000.00 | 100.00 |
| | K-9 Program | 7,000.00 | 106.96 | 380.61 | 6,619.39 | 94.56 |
| | Payroll Tax/Pension Expenses | 664,500.00 | 172,609.35 | 476,412.18 | 188,087.82 | 28.30 |
| | EXPENSES Totals: | 5,912,352.00 | 486,216.35 | 2,193,010.61 | 3,719,341.39 | 62.90 |
| 01 | Totals: | (508,636.00)* | 192,054.83* | 353,683.42* | (862,319.42)* | 169.53* |
| 02 | Water Operating M & R Fund | | | | | |
| | Garbage Collection Fees | 470,000.00 | 38,061.58 | 190,007.05 | 279,992.95 | 59.57 |
| | Utility Usage Fees | 1,005,000.00 | 94,957.87 | 460,016.27 | 544,983.73 | 54.22 |
| | Utility Base/DS Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Meter Fees | 16,000.00 | 0.00 | 4,699.00 | 11,301.00 | 70.63 |
| | Utility Capacity Fees | 30,000.00 | 0.00 | 4,400.00 | 25,600.00 | 85.33 |
| | Interest Income | 1,200.00 | 405.66 | 1,566.25 | (366.25) | (30.52) |
| | Other Reimbursements | 13,000.00 | 865.14 | 4,092.74 | 8,907.26 | 68.51 |
| | Other Misc. Income | 4,000.00 | 375.00 | 2,414.46 | 1,585.54 | 39.63 |
| | Transfers From Other Funds | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 100.00 |
| | REVENUE Totals: | 1,639,200.00 | 134,665.25 | 667,195.77 | 972,004.23 | 59.29 |
| | Salary Expense | 421,503.00 | 29,134.06 | 156,185.82 | 265,317.18 | 62.94 |
| | Employee Health & Life Insuran | 98,000.00 | 15,498.86 | 37,390.04 | 60,609.96 | 61.84 |
| | Oper Supplies and Tools | 12,000.00 | 3,457.08 | 5,661.87 | 6,338.13 | 52.81 |
| | Gasoline, Oil & Tolls | 10,000.00 | 386.83 | 1,598.05 | 8,401.95 | 84.02 |
| | Office Supplies | 11,700.00 | 590.34 | 4,297.73 | 7,402.27 | 63.26 |
| | Training Expenses & Mileage | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100.00 |
| | Property, Equip & Liability Ins | 114,000.00 | 1,939.00 | 7,756.00 | 106,244.00 | 93.19 |
| | Legal Services | 5,000.00 | 0.00 | 666.25 | 4,333.75 | 86.67 |
| | Notices/Legal Publications | 1,500.00 | 0.00 | 902.00 | 598.00 | 39.86 |
| | Consulting/Service Fees | 8,500.00 | 740.90 | 3,543.04 | 4,956.96 | 58.31 |
| | Other Professional Services | 17,000.00 | 1,029.14 | 4,569.14 | 12,430.86 | 73.12 |
| | Computer Maint. & Prog. Fees | 14,500.00 | 278.96 | 5,462.60 | 9,037.40 | 62.32 |
| | Dues, Subscrip. & Memberships | 800.00 | 0.00 | 0.00 | 800.00 | 100.00 |
| | Maintenance - Equipment | 56,500.00 | 6.79 | 12,384.91 | 44,115.09 | 78.08 |
| | Maintenance - Grounds/Building | 29,500.00 | 0.00 | 1,669.22 | 27,830.78 | 94.34 |
| | Vehicle Expenses | 2,500.00 | 26.34 | 179.34 | 2,320.66 | 92.82 |
| | Uniforms | 2,000.00 | 0.00 | 134.95 | 1,865.05 | 93.25 |
| | Rental of Equipment | 13,000.00 | 0.00 | 0.00 | 13,000.00 | 100.00 |
| | Utilities / Telephone Services | 82,500.00 | 4,400.40 | 19,401.80 | 63,098.20 | 76.48 |
| | Debt Service Bond Pyntys | 69,700.00 | 34,745.42 | 34,745.42 | 34,954.58 | 50.15 |
| | Misc | 22,500.00 | 0.00 | 0.00 | 22,500.00 | 100.00 |
| | Expensed Equipment | 1,000.00 | 156.34 | 416.33 | 583.67 | 58.36 |

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 | 352.36 | 1,890.54 | 27,109.46 | 93.48 |
| | 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 | 5,514.86 | 39,255.72 | 105,744.28 | 72.92 |
| | Garbage Disposal Fee | 470,000.00 | 37,936.24 | 188,207.46 | 281,792.54 | 59.95 |
| | Payroll Tax/Pension Expenses | 79,500.00 | 9,060.06 | 27,363.77 | 52,136.23 | 65.58 |
| | EXPENSES Totals: | 1,729,203.00 | 145,253.98 | 553,682.00 | 1,175,521.00 | 67.98 |
| 02 | Totals: | (90,003.00)* | (10,588.73)* | 113,513.77* | (203,516.77)* | 226.12* |
| 03 | Sewer Capital Project Fund | | | | | |
| | Utility Usage Fees | 43,000.00 | 3,658.04 | 17,972.96 | 25,027.04 | 58.20 |
| | Utility Base/DS Fees | 1,013,000.00 | 86,127.40 | 445,527.72 | 567,472.28 | 56.01 |
| | 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 | 2,750.00 | 3,850.00 | 58.33 |
| | Interest Income | 7,000.00 | 1,912.33 | 8,050.05 | (1,050.05) | (15.00) |
| | 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 | 92,247.77 | 506,997.73 | 1,698,602.27 | 77.01 |
| | Salary Expense | 2,000.00 | 0.00 | 2,000.00 | 0.00 | 0.00 |
| | Engineering Services | 30,000.00 | 26,200.00 | 50,540.00 | (20,540.00) | (68.46) |
| | 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 |
| | Constructon Projects | 50,000.00 | 9,911.13 | 25,519.86 | 24,480.14 | 48.96 |
| | Transfers to Other Funds | 903,000.00 | 0.00 | 0.00 | 903,000.00 | 100.00 |
| | EXPENSES Totals: | 2,071,500.00 | 36,111.13 | 94,059.86 | 1,977,440.14 | 95.45 |
| 03 | Totals: | 134,100.00* | 56,136.64* | 412,937.87* | (278,837.87)* | (207.93)* |
| 04 | Sewer Operating M & R Fund | | | | | |
| | Utility Usage Fees | 900,000.00 | 87,783.45 | 400,838.20 | 499,161.80 | 55.46 |
| | 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 | 403.48 | 3,532.88 | 12,467.12 | 77.92 |
| | Other Misc. Income | 0.00 | 50.00 | 464.45 | (464.45) | 0.00 |
| | Transfers From Other Funds | 903,000.00 | 0.00 | 0.00 | 903,000.00 | 100.00 |

| Account | Description | Budget | Period Amount | Year to Date Amount | Year to Date Variance | Percent Variance |
|---------|---------------------------------|---------------|---------------|---------------------|-----------------------|------------------|
| | REVENUE Totals: | 1,919,000.00 | 88,236.93 | 420,585.53 | 1,498,414.47 | 78.08 |
| | Salary Expense | 356,000.00 | 23,167.25 | 134,054.06 | 221,945.94 | 62.34 |
| | Employee Health & Life Insuran | 90,000.00 | 8,706.55 | 35,574.79 | 54,425.21 | 60.47 |
| | Oper Supplies and Tools | 17,000.00 | 2,159.08 | 5,290.92 | 11,709.08 | 68.87 |
| | Gasoline, Oil & Tolls | 6,000.00 | 263.58 | 1,899.91 | 4,100.09 | 68.33 |
| | Office Supplies | 14,500.00 | 1,128.15 | 5,538.23 | 8,961.77 | 61.80 |
| | Training Expenses & Mileage | 12,500.00 | (30.00) | 594.11 | 11,905.89 | 95.24 |
| | Property, Equip & Liability Ins | 99,000.00 | 1,520.00 | 6,080.00 | 92,920.00 | 93.85 |
| | Engineering Services | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 |
| | Legal Services | 5,000.00 | 0.00 | 820.00 | 4,180.00 | 83.60 |
| | Notices/Legal Publications | 800.00 | 0.00 | 264.00 | 536.00 | 67.00 |
| | Consulting /Service Fees | 9,000.00 | 740.90 | 3,543.04 | 5,456.96 | 60.63 |
| | Other Professional Services | 30,000.00 | 0.00 | 15,420.00 | 14,580.00 | 48.60 |
| | Computer Maint. & Prog. Fees | 16,000.00 | 153.96 | 5,265.61 | 10,734.39 | 67.09 |
| | Dues, Subscrip. & Memberships | 1,200.00 | 0.00 | 538.60 | 661.40 | 55.11 |
| | Maintenance - Equipment | 58,500.00 | 4,994.15 | 16,206.14 | 42,293.86 | 72.29 |
| | Maintenance - Grounds/Building | 53,500.00 | 825.64 | 14,942.81 | 38,557.19 | 72.07 |
| | Vehicle Expenses | 8,500.00 | 0.00 | 0.00 | 8,500.00 | 100.00 |
| | Uniforms | 3,500.00 | 0.00 | 150.00 | 3,350.00 | 95.71 |
| | Rental of Equipment | 8,000.00 | 0.00 | 0.00 | 8,000.00 | 100.00 |
| | Utilities / Telephone Services | 111,500.00 | 6,502.51 | 28,168.94 | 83,331.06 | 74.73 |
| | Debt Service Bond Pymts | 903,000.00 | 0.00 | 451,056.86 | 451,943.14 | 50.04 |
| | Misc | 21,000.00 | 0.00 | 119.50 | 20,880.50 | 99.43 |
| | Expensed Equipment | 1,000.00 | 156.34 | 1,666.29 | (666.29) | (66.62) |
| | Leased Equipment | 3,000.00 | 352.36 | 893.86 | 2,106.14 | 70.20 |
| | Capital Equipment Purchases | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00 |
| | Transfers to Other Funds | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 100.00 |
| | Chemical Treatment, Disposal | 95,000.00 | 4,968.57 | 23,121.93 | 71,878.07 | 75.66 |
| | Payroll Tax/Pension Expenses | 70,000.00 | 7,657.00 | 23,063.58 | 46,936.42 | 67.05 |
| | EXPENSES Totals: | 2,108,500.00 | 63,266.04 | 774,273.18 | 1,334,226.82 | 63.27 |
| | 04 Totals: | (189,500.00)* | 24,970.89* | (353,687.65)* | 164,187.65* | (86.64)* |
| 05 | DFC Federal Grant Fund | | | | | |
| | Grants - Federal | 185,000.00 | 13,135.68 | 64,316.10 | 120,683.90 | 65.23 |
| | REVENUE Totals: | 185,000.00 | 13,135.68 | 64,316.10 | 120,683.90 | 65.23 |
| | Misc | 185,000.00 | 12,045.39 | 62,637.86 | 122,362.14 | 66.14 |
| | EXPENSES Totals: | 185,000.00 | 12,045.39 | 62,637.86 | 122,362.14 | 66.14 |
| | 05 Totals: | 0.00* | 1,090.29* | 1,678.24* | (1,678.24)* | 0.00* |
| 06 | Motor Fuel Tax Fund | | | | | |

| Account | Description | Budget | Period Amount | Year to Date Amount | Year to Date Variance | Percent Variance |
|---------|--------------------------------|---------------|---------------|---------------------|-----------------------|------------------|
| | Taxes-State Per Capita Revenue | 147,000.00 | 12,512.50 | 61,711.46 | 85,288.54 | 58.01 |
| | Interest Income | 1,500.00 | 685.29 | 3,098.41 | (1,598.41) | (106.56) |
| | Other Misc. Income | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 |
| | REVENUE Totals: | 153,500.00 | 13,197.79 | 64,809.87 | 88,690.13 | 57.77 |
| | 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)* | 13,197.79* | 64,809.87* | (255,309.87)* | 134.02* |
| 07 | ESDA Fund | | | | | |
| | Property Tax Revenue | 3,000.00 | 1,116.37 | 2,886.77 | 113.23 | 3.77 |
| | 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 | 58.06 | 276.74 | 223.26 | 44.65 |
| | Other Misc. Income | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 |
| | Transfers From Other Funds | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 100.00 |
| | REVENUE Totals: | 64,500.00 | 1,174.43 | 3,163.51 | 61,336.49 | 95.09 |
| | Salary Expense | 9,000.00 | 0.00 | 4,500.00 | 4,500.00 | 50.00 |
| | Oper Supplies and Tools | 12,000.00 | 465.59 | 2,247.51 | 9,752.49 | 81.27 |
| | Gasoline, Oil & Tolls | 4,000.00 | 146.67 | 1,680.34 | 2,319.66 | 57.99 |
| | 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 | 34.20 | 1,352.70 | 5,147.30 | 79.18 |
| | Dues, Subscrp. & Memberships | 700.00 | 0.00 | 83.95 | 616.05 | 88.00 |
| | Maintenance - Equipment | 6,500.00 | 160.00 | 1,443.31 | 5,056.69 | 77.79 |
| | Vehicle Expenses | 4,000.00 | 0.00 | 1,090.04 | 2,909.96 | 72.74 |
| | Utilities / Telephone Services | 11,500.00 | 611.60 | 4,206.35 | 7,293.65 | 63.42 |
| | Misc | 6,500.00 | 0.00 | 15.85 | 6,484.15 | 99.75 |
| | Expensed Equipment | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 100.00 |
| | Leased Equipment | 23,000.00 | 1,825.01 | 10,950.06 | 12,049.94 | 52.39 |
| | 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 | 3,243.07 | 28,131.04 | 73,218.96 | 72.24 |
| 07 | Totals: | (36,850.00)* | (2,068.64)* | (24,967.53)* | (11,882.47)* | 32.24* |
| 12 | Debt Service Fund | | | | | |
| | Property Tax Revenue | 146,067.00 | 54,117.95 | 139,940.80 | 6,126.20 | 4.19 |

General Ledger
Revenue vs. Expenditure By Fund

| Account | Description | Budget | Period Amount | Year to Date Amount | Year to Date Variance | Percent Variance |
|---------|-------------------------------|-------------|---------------|---------------------|-----------------------|------------------|
| | Deer Ridge SSA Repayments | 33,000.00 | 6,957.85 | 17,318.20 | 15,681.80 | 47.52 |
| | Revenue from Bonds/Loans | 140,000.00 | 0.00 | 0.00 | 140,000.00 | 100.00 |
| | Interest Income | 1,500.00 | 433.09 | 1,675.08 | (175.08) | (11.67) |
| | Other Misc. Income | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Transfers From Other Funds | 6,800.00 | 0.00 | 0.00 | 6,800.00 | 100.00 |
| | REVENUE Totals: | 327,367.00 | 61,508.89 | 158,934.08 | 168,432.92 | 51.45 |
| | Consulting /Service Fees | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 100.00 |
| | Debt Service Bond Pymts | 312,000.00 | 0.00 | 4,906.25 | 307,093.75 | 98.42 |
| | Misc | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 100.00 |
| | Transfers to Other Funds | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00 |
| | EXPENSES Totals: | 334,000.00 | 0.00 | 4,906.25 | 329,093.75 | 98.53 |
| 12 | Totals: | (6,633.00)* | 61,508.89* | 154,027.83* | (160,660.83)* | 2,422.14* |
| 17 | Water Capital Project Fund | | | | | |
| | Utility Usage Fees | 37,000.00 | 3,300.40 | 16,192.59 | 20,807.41 | 56.23 |
| | Utility Base/DS Fees | 260,000.00 | 22,213.74 | 118,901.03 | 141,098.97 | 54.26 |
| | Meter Replacement Fees | 76,500.00 | 6,434.90 | 32,111.22 | 44,388.78 | 58.02 |
| | Utility Capacity Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Utility Exp. Fees (TAP) | 4,000.00 | 0.00 | 2,000.00 | 2,000.00 | 50.00 |
| | Revenue from Bonds/Loans | 300,000.00 | 0.00 | 0.00 | 300,000.00 | 100.00 |
| | Rental Income | 6,600.00 | 550.00 | 2,750.00 | 3,850.00 | 58.33 |
| | Interest Income | 5,000.00 | 1,264.33 | 5,826.23 | (826.23) | (16.52) |
| | Other Reimbursements | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Misc. Income | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Transfers From Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | REVENUE Totals: | 689,100.00 | 33,763.37 | 177,781.07 | 511,318.93 | 74.20 |
| | Salary Expense | 6,000.00 | 0.00 | 6,000.00 | 0.00 | 0.00 |
| | Legal Services | 5,000.00 | 256.25 | 256.25 | 4,743.75 | 94.87 |
| | Consulting /Service Fees | 35,000.00 | 0.00 | 15,450.00 | 19,550.00 | 55.85 |
| | Other Professional Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Maintenance - Equipment | 110,000.00 | 463.98 | 27,503.75 | 82,496.25 | 74.99 |
| | Misc | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00 |
| | Other Capital Projects | 408,000.00 | 0.00 | 0.00 | 408,000.00 | 100.00 |
| | Capital Equipment Purchases | 22,000.00 | 0.00 | 0.00 | 22,000.00 | 100.00 |
| | Transfers to Other Funds | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 100.00 |
| | EXPENSES Totals: | 696,000.00 | 720.23 | 49,210.00 | 646,790.00 | 92.93 |
| 17 | Totals: | (6,900.00)* | 33,043.14* | 128,571.07* | (135,471.07)* | 1,963.34* |
| 20 | Building Deposit Holding Acct | | | | | |
| | Interest Income | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

General Ledger
Revenue vs. Expenditure By Fund

| Account | Description | Budget | Period Amount | Year to Date Amount | Year to Date Variance | Percent Variance |
|---------|-----------------------------|--------------|---------------|---------------------|-----------------------|------------------|
| | Other Misc. Income | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Transfers From Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | REVENUE Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Community Dev Expense | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 100.00 |
| | Misc | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 |
| | Transfers to Other Funds | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 100.00 |
| | EXPENSES Totals: | 31,000.00 | 0.00 | 0.00 | 31,000.00 | 100.00 |
| | 20 Totals: | (31,000.00)* | 0.00* | 0.00* | (31,000.00)* | 100.00* |
| 21 | Mobile Equipment Fund | | | | | |
| | Fines and Court Fees | 15,000.00 | 460.00 | 1,660.00 | 13,340.00 | 88.93 |
| | Transfers From Other Funds | 20,000.00 | 0.00 | 5,000.00 | 15,000.00 | 75.00 |
| | REVENUE Totals: | 35,000.00 | 460.00 | 6,660.00 | 28,340.00 | 80.97 |
| | MEF FUND Purchases | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Transfers to Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | EXPENSES Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 21 Totals: | 35,000.00* | 460.00* | 6,660.00* | 28,340.00* | 80.97* |
| 24 | Capital Project Fund | | | | | |
| | Revenue from Bonds/Loans | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00 |
| | Interest Income | 3,000.00 | 599.71 | 2,612.16 | 387.84 | 12.92 |
| | Grants- State IDOT/EDP | 3,824,000.00 | 0.00 | 121,156.94 | 3,702,843.06 | 96.83 |
| | Grants - State- Other | 52,000.00 | 0.00 | 0.00 | 52,000.00 | 100.00 |
| | Grants - Misc. | 101,500.00 | 0.00 | 0.00 | 101,500.00 | 100.00 |
| | Developer Reimbursements | 301,000.00 | 0.00 | 0.00 | 301,000.00 | 100.00 |
| | Other Reimbursements | 331,000.00 | 0.00 | 0.00 | 331,000.00 | 100.00 |
| | Other Misc. Income | 60,000.00 | 0.00 | 58,634.50 | 1,365.50 | 2.27 |
| | Transfers From Other Funds | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 100.00 |
| | REVENUE Totals: | 4,732,500.00 | 599.71 | 182,403.60 | 4,550,096.40 | 96.14 |
| | Consulting /Service Fees | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 |
| | Other Professional Services | 50,000.00 | 0.00 | 2,030.00 | 47,970.00 | 95.94 |
| | Misc | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00 |
| | Other Capital Projects | 391,000.00 | 0.00 | 0.00 | 391,000.00 | 100.00 |
| | Transfers to Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Road Construction Projects | 4,430,000.00 | 0.00 | 66,022.37 | 4,363,977.63 | 98.51 |
| | Bridge Cap Projects | 73,000.00 | 0.00 | 0.00 | 73,000.00 | 100.00 |
| | EXPENSES Totals: | 4,954,500.00 | 0.00 | 68,052.37 | 4,886,447.63 | 98.62 |

| <u>Account</u> | <u>Description</u> | <u>Budget</u> | <u>Period Amount</u> | <u>Year to Date Amount</u> | <u>Year to Date Variance</u> | <u>Percent Variance</u> |
|----------------|-----------------------------|------------------|----------------------|----------------------------|------------------------------|-------------------------|
| | 24 Totals: | (222,000.00)* | 599.71* | 114,351.23* | (336,351.23)* | 151.51* |
| 25 | RidgePort TIF#2 Fund | | | | | |
| | Property Tax Revenue | 4,910,000.00 | 1,849,545.07 | 4,206,621.13 | 703,378.87 | 14.32 |
| | Interest Income | 15,000.00 | 1,480.49 | 7,109.38 | 7,890.62 | 52.60 |
| | REVENUE Totals: | 4,925,000.00 | 1,851,025.56 | 4,213,730.51 | 711,269.49 | 14.44 |
| | Other Professional Services | 50,000.00 | 3,589.25 | 35,041.27 | 14,958.73 | 29.91 |
| | Community Dev Expense | 4,890,000.00 | 0.00 | 2,267,235.41 | 2,622,764.59 | 53.63 |
| | EXPENSES Totals: | 4,940,000.00 | 3,589.25 | 2,302,276.68 | 2,637,723.32 | 53.39 |
| | 25 Totals: | (15,000.00)* | 1,847,436.31* | 1,911,453.83* | (1,926,453.83)* | 12,843.02* |
| | REVENUE TOTAL | 22,279,483.00** | 2,968,286.56** | 9,013,271.80** | | |
| | EXPENSE TOTAL | 23,407,405.00** | 750,445.44** | 6,130,239.85** | | |
| | GRAND TOTAL | (1,127,922.00)** | 2,217,841.12** | 2,883,031.95** | | |

ORDINANCE NO. 18-10-16-01

**AN ORDINANCE AMENDING THE REGULATION OF FOOD TRUCKS PERMITS
WITHIN THE CITY OF WILMINGTON**

WHEREAS, Section 11-20-2 of the Illinois Municipal Code (65 ILCS 5/11-42-5) provides authority to the City of Wilmington to regulate the sale of all beverages or food for human consumption;

WHEREAS, on July 17, 2018, the Wilmington City Council adopted an ordinance to regulate food truck permits;

WHEREAS, the City of Wilmington finds and determines it is in the best interest of the healthy, safety, and welfare of the City of Wilmington and its residents to amend ordinance relating to the conditions of approval and operation of food trucks.

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

SECTION 1: ADOPTION OF AN ORDINANCE REGULATING FOOD TRUCKS

That **115.82 - Conditions of approval and operation** of Chapter 115—FOOD DEALERS of Title XI – Business Regulations of the Code of Ordinances of the City of Wilmington is hereby deleted and replaced as stated below:

115.82 - Conditions of approval and operation.

After submitting a completed application, if the owner and the food truck meet the conditions of approval and operation, the City of Wilmington will issue a food truck permit to operate. All permits to operate are conditional upon the owner and food truck remaining in compliance with all conditions of approval and operation and not violating any provisions of Section 115.86—Suspension or Revocation of license. Unless otherwise exempt, the individual applying for and who is issued the permit to operate is subject to the following conditions:

- A. All applicable fees shall be paid upon application for a permit.
- B. Food trucks shall not park in fire lanes, handicap parking spaces, or in any other location that will impede traffic flow or create unsafe conditions for pedestrians or motor vehicle traffic.
- C. Food trucks may not operate in a residential zoning district without a permit.
- D. Food trucks must comply with all noise regulations of the City.
- E. Food trucks must provide receptacles for refuse and properly dispose of all waste.
- F. The food truck's Illinois business tax (IBT) number shall be provided to the City of Wilmington Accounting Department upon application. The food truck's point of sale shall

be noted as Wilmington for sales tax.

- G. Owners of food trucks must carry, at its own cost and expense, comprehensive and general liability and casualty insurance related to its operation within the City of Wilmington, including food service, restaurant operation, and vehicle operation, with minimum policy limits of one million dollars (\$1MM). A certificate of insurance must be provided upon application.
- H. Upon application to the City of Wilmington, Owners of food trucks must provide proof of a presently valid and must maintain a valid Mobile Food Vender Operating Permit and Food Establishment Permit/License from the Division of Environmental Health at the Will County Health Department, shall comply with the Will County Food Service and Retail Food Store Sanitation Ordinances, and shall display its certifications and permits/licenses on the food truck in an area plainly visible to customers at all times during operation.
- I. Owners must at least annually pass a Food Establishment Safety Inspection by Division of Environmental Health at the Will County Health Department.
- J. Owners must notify the City of Wilmington if the food truck fails to be certified, fails to be approved by, or fails an inspection from the Division of Environmental Health at the Will County Health Department.
- K. Owners must maintain records of all inspections, permits, and certifications related to this Article, records of sales, hours of operation, and any other operational related records.
- L. Owners must provide the City of Wilmington with all records required by this Article, as requested.

SECTION 2: REPEALER

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

SECTION 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

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

PASSED this 16th day of October, 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 16th day of October, 2018

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

ORDINANCE NO. 18-10-16-02

AN ORDINANCE LIMITING VEHICLE WEIGHT ON CERTAIN STREETS WITHIN THE CITY OF WILMINGTON

WHEREAS, the City of Wilmington has experienced an increase of semi-truck traffic on its two lane-streets that traverse residential areas of the City; and

WHEREAS, such semi-truck traffic in residential areas is causing an increased amount of damage to the roadways and it jeopardizes the public health, safety, welfare of the City; and

WHEREAS, the City of authorized by Section 15-316(c) of the Illinois Vehicle Code (625 ILCS 5/15-316(c)) to impose limitations as to the weight of trucks and other commercial vehicles on designated highways; and

WHEREAS, the City determines it is in the best interest of the City to adopt an ordinance limiting the weight limit on certain streets.

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

SECTION 1. ADOPTION

That the City of Wilmington Code of Ordinance be and the same is hereby amended to include the Section 70.47 – Limited Weight Streets into Title VII – Traffic Code, Article 4 – Vehicle Weight Limits, Dimensions, and Permits.

70.47 - Limited Weight Streets.

(A) It shall unlawful for any person to operate any vehicle having a gross weight in excess of twenty-four thousand (24,000) pounds or twelve (12) tons on any street designated as a "Limited Weight Street" by the City, except for the sole purpose of making a delivery or pickup on such street, and then only by use of a direct route to and from such delivery or pickup. All streets designated as a "Limited Weight Street" shall have clearly-marked signs providing notice of such designation.

(B) The below listed streets are hereby designated as Limited Weight Streets:

- (1) Stripmine Road, from Route 129 to the western municipal limits.

(2) W. Kankakee River Drive A.K.A. S. Boathouse Road from N. Kankakee Street to the northern municipal limits.

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, and the invalidity of any section, clause, paragraph, sentence, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4. EFFECTIVE DATE

This Ordinance shall be effective after its passage, approval and publication in pamphlet form, and after such signs are erected and maintained.

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 | _____ |
| Fran Tutor | _____ | David Vice | _____ |
| Steve Evans | _____ | Lisa Butler | _____ |
| Floyd Combes | _____ | Frank Studer | _____ |

Approved this ____ day of _____, 2018

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

ORDINANCE NO. DRAFT
First Reading on October 16, 2018

AN ORDINANCE AMENDING THE FAÇADE IMPROVEMENT GRANT PROGRAM
IN COMMERCIALY ZONED AREAS
WITHIN THE CITY OF WILMINGTON, ILLINOIS

WHEREAS, the City of Wilmington seeks to promote economic development and business retention within the community through assistance programs and incentives which encourage improvements to property; and

WHEREAS, the City of Wilmington seeks to implement this Façade Improvement Grant Program to commercially zoned properties within the City of Wilmington on Water Street from Jefferson Street to Mill Street; and

WHEREAS, the City of Wilmington has appropriated funds to undertake this program;

WHEREAS, the City of Wilmington finds and determines it is in the best interest of the City of Wilmington and its residents to update and amend Ordinance No. 06-07-05-02, An Ordinance Establishing a Façade Improvement Grant Program in Commercially and Industrially Zoned Area Within the City of Wilmington

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

Section one: That a Façade Improvement Grant Program is hereby established for commercially zoned areas in the City of Wilmington in accordance with the guidelines established in Exhibit A.

Section Two: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Section Three: All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

Section Four: The City Clerk shall certify to the adoption of this ordinance and cause the same to be published in pamphlet form.

PASSED this 16th day of October, 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 16th day of October, 2018

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

CITY OF WILMINGTON
FAÇADE IMPROVEMENT GRANT PROGRAM
AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, between the City of Wilmington, Illinois (hereinafter referred to as the “City”) and the following designated OWNER(S)/LESSEE(S), to wit:

Owner(s)/Lessee(s)' Name _____

Address: _____

City: _____ State: _____ Zip Code: _____

Name of Business: _____

Project Address(es): _____

Property Identification Number(s): _____

WITNESSETH

WHEREAS, the City has established a Façade Improvement Grant Program for application within commercially zoned areas of the City on Water Street from Jefferson Street to Mill Street; and

WHEREAS, said Façade Improvement Grant Program is administered by the City and is funded from General Revenues for purposes of control and prevention of blight, dilapidation and deterioration of structures in commercial and industrial area, also including landscaping and surfacing of parking areas which must include the installation of curb and gutter in commercial areas which are currently not paved or where gravel is present; and

WHEREAS, pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade improvements to commercial establishments up to a maximum of one-half (1/2) of the approved contract cost of such improvements, but in no event shall the total City participation in any single grant exceed Five Thousand Dollars (\$5,000) for construction and architectural cost; and

WHEREAS, the façade improvement costs and architectural fees which are eligible for City participation include all labor, materials, equipment and other contract items necessary to the proper execution and completion of the work as designated from the design drawings approved by the City, provided that reimbursement for architectural fees shall be limited to One Thousand Dollars (\$1,000); and

WHEREAS, the OWNER(S)/LESSEE(S)' property is located within the commercially zoned area and the OWNER(S)/LESSEE(S) desire(s) to participate in the Façade Improvement Grant Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and OWNER(S)/LESSEE(S) do hereby agree as follows:

SECTION ONE: INCORPORATION OF RECITALS - The above recitals are made a part of this Agreement and are incorporated herein.

SECTION TWO: COST SHARING - The City shall share in the eligible façade improvement costs and architectural fees for the OWNER(S)/LESSEE(S)' property up to \$ _____ or one-half (1/2) of the actual costs and fees, whichever is less. In no case shall the amount paid to the OWNER(S)/LESSEE(S) exceed the amount specified in this Agreement or in the contractor's or architect's statements.

SECTION THREE: DESIGN APPROVAL - No façade improvement work shall be undertaken until the design therefor has been submitted to and approved by the City's Building Department. Design drawings and specifications shall be attached hereto as Exhibit IV. Following approval, the OWNER(S)/LESSEE(S) shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION FOUR: REVIEW OF PROJECT - The City Administrator or his/her designee shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER(S)/LESSEE(S) and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications and terms of the Agreement.

SECTION FIVE: DOCUMENTATION REQUIREMENTS - Upon completion of the façade improvement and upon its final inspection and approval by the Building Department, the OWNER(S)/LESSEE(S) shall submit to the City a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER(S)/LESSEE(S) shall submit to the City proof of payment of the contract cost pursuant to the contractor's and architect's statements.

The City shall, within thirty (30) days of receipt of the contractor's statement and proof of payment, issue a check to the OWNER(S)/LESSEE(S) consistent with Section Two above.

SECTION SIX: FAILURE TO COMPLETE THE WORK - If the OWNER(S)/LESSEE(S) or his/her contractor fail to complete the façade improvement work provided for herein conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION SEVEN: UNRELATED IMPROVEMENTS - Nothing herein is intended to limit, restrict or prohibit the OWNER(S)/LESSEE(S) from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION EIGHT: AGREEMENT APPLICABLE TO FUTURE OWNERS - This Agreement shall be binding upon the City of Wilmington and upon the OWNER(S)/LESSEE(S) and its/their successors to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided herein. It shall be the responsibility of the OWNER(S)/LESSEE(S) to inform any subsequent owner(s) and/or lessee(s) of this Agreement.

SECTION NINE: MAXIMUM GRANT AWARDS - Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a Five Thousand Dollar (\$5,000) total limitation shall apply to all Façade Improvement Grant Program awards made to a single building and/or lot within any five (5) year period. For the purpose of calculating the five (5) year period, the date of the last City payment shall be considered the start of the five (5) year period.

SECTION TEN: INDEMNIFICATION - In the event that the City is made a party defendant in any litigation arising out of this Agreement or any development activities contemplated hereunder, the OWNER(S)/LESSEE(S) agree to defend and hold harmless the City and its Agents (including but not limited to its Mayor, City Council, officers, officials, employees, staff, agents and representatives and their respective representatives, successors, assignees and heirs), individually and collectively, from any suits and from any claims, demands, setoffs or other actions including but not limited to judgments arising therefrom. The obligation of the OWNER(S)/LESSEE(S) hereunder shall include and extend to payment of reasonable attorney's fees for the representation of the City and its Agents in such litigation and includes expenses, court costs and fees; it being understood that the OWNER(S)/LESSEE(S) shall have the right to employ all such attorneys to represent the City and its Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The OWNER(S)/LESSEE(S) shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the City or its Agents in this respect, and the City shall join in any such appeal taken by the OWNER(S)/LESSEE(S).

SECTION ELEVEN: PERFORMANCE OF AGREEMENT - It is agreed that the parties hereto may in law or equity, by suit, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the OWNER(S)/LESSEE(S) shall not have a right to recover a judgment for monetary damages against any Agent of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which OWNER(S)/LESSEE(S) have agreed to pay pursuant to this Agreement and which have become due and remain unpaid.

SECTION TWELVE: EXHIBITS - It is agreed that Exhibits I through VII shall be considered part of this Agreement.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL - The OWNER(S)/LESSEE(S) shall be required to prominently display a poster identifying the property as receiving City funding. The poster will be provided by the City and shall be displayed from the date the application is approved to no less than thirty (30) days after final approval and reimbursement is made.

SECTION FOURTEEN: COMPLIANCE WITH CITY ORDINANCES - At the time of reimbursement and throughout the term of this Agreement, the land use and signage under the control of the OWNER(S)/LESSEE(S) shall be in conformance with zoning and sign code provisions. All development activities related to this Agreement shall be in conformance with all applicable City ordinances, policies, rules and regulations.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER(S)/LESSEE(S)

CITY OF WILMINGTON

Pro gram Participant

MAY OR

DATE:

DATE:

Property Owner

ATTEST: _____
CITY CLERK

DATE:

DATE:

EXHIBITS TO BE SUBMITTED

| | |
|-------------|---------------------------------------|
| EXHIBIT I | PROOF OF OWNERSHIP |
| EXHIBIT II | EXECUTED LEASE |
| EXHIBIT III | COPY OF APPLICATION |
| EXHIBIT IV | RENOVATION PLANS |
| EXHIBIT V | CONTRACTOR'S AGREEMENT |
| EXHIBIT VI | ARCHITECT'S AGREEMENT (IF APPLICABLE) |

Applicant name: _____
File Number: _____

CITY OF WILMINGTON
FAÇADE IMPROVEMENT
GRANT PROGRAM

APPLICATION

Project Address(es): _____

Building Owner: _____ Year Purchased: _____

Store/Company Name: _____

Name of Tenant: _____ Lease Expiration Date: _____

Applicant Name: _____

Applicant Business Address: _____

Applicant Business Phone: _____ Home Phone: _____

Applicant Email: _____

Number of Store Fronts: _____

Total Anticipated Cost: \$ _____

Total Anticipated Grant Request: \$ _____

Description of proposed improvements: *

* Attach elevations of proposed improvements (if available)

Applicant name:

File Number:

PHOTOGRAPH OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE

(place 5" X 7" - or larger - photograph here)

Applicant name:

File Number:

I, _____, hereby make application to the City of Wilmington for a Fapade Improvement Grant in the anticipated amount of \$ _____. I understand that my application must be approved by the City prior to any work being performed. I have read a copy of the Fapade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject

to development,

building, zoning,

Date

permit and

Agreement

provisions.

Date

Applicant Signature

Building Owner

Please return completed application to:

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

If you need assistance with the application and/or have any questions regarding this program, please contact the City Administrator at 815/476-2175.

Applicant name:

File Number:

BUDGET
(anticipated)

ACTIVITY

ESTIMATED COST

\$

_____ \$

_____ \$

\$

_____ \$

_____ \$

_____ \$

Total Anticipated Grant Request: \$

Project Architect: ^

Address: _____

Phone: _____

Project Contractor:

Address:

Phone:

Application will be reviewed by the City Administrator or his/her designee prior to recommendation to Wilmington City Council.

ORDINANCE NO. DRAFT
First Reading on October 16, 2018

**AN ORDINANCE TO ENCOURAGE NEW RESIDENTIAL CONSTRUCTION AND
ECONOMIC GROWTH FOR THE CITIZENS AND CITY OF WILMINGTON**

WHEREAS, there are currently approximately 200 vacant residentially zoned platted lots in the City of Wilmington; and

WHEREAS, the current economic climate is unfavorable to, and hindering the completion of, construction on these currently platted residential lots in the City of Wilmington; and

WHEREAS, in order to obtain a building permit to commence construction on any of these lots one must first pay various impact and connection fees to the City; and

WHEREAS, these impact and connection fees can easily exceed \$12,000 or more and oftentimes cause the construction of a residential structure to be problematical or cost prohibitive; and

WHEREAS, it is believed that waiving the various impact and connection fees for the next thirty residential building permits for currently platted lots in the City of Wilmington would be a catalyst for residential construction and economic growth for the City of Wilmington and its citizens.

WHEREAS, it has been planned and agreed that representatives of the City of Wilmington together with representatives of local taxing bodies will meet to further discuss the balancing of the need for economic growth with the imposition of needed impact fees.

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

SECTION 1: WAIVER OF IMPACT FEES

That the City of Wilmington hereby waives the collection of all impact fees set forth in Chapters 152.60, 152.61, and 160, for the next ten (10) residential building permits for currently existing residentially zoned lots in the City of Wilmington.

SECTION 2: WAIVER OF CONNECTION FEES

That the City of Wilmington hereby waives the collection of all connection fees, but not meter costs, for the next ten (10) residential building permits for currently existing residentially zoned platted lots in the City of Wilmington.

SECTION 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

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

PASSED this 16th day of October, 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 16th day of October, 2018

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk