



City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481

**Agenda**  
**Regular City Council Meeting**  
**Wilmington City Hall**  
**Council Chambers**  
**November 20, 2018**  
**7:00 p.m.**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call by City Clerk**

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

**IV. Approval of Minutes from the November 7, 2018 Regular City Council Meeting**

**V. Mayor's Report**

The Offices at City Hall will be closed November 22 & 23 in observance of the Thanksgiving Holiday

The Last Waste Management yard waste pickup is Thursday, November 29. The Program will resume on April 4, 2019.

**VI. Public Comment**

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

**VII. Planning & Zoning Commission**

1. Approve the Planning and Zoning Commission's recommendation to approve the Map Amendment from R2 Residential Single-Family District to B3 General Commercial District for the property at 507 S. Water Street

***Amendment No. 1***  
***Posting Date:***  
***11/16/2018 1:41 PM hh***

- (PIN 03-17-36-112-002-0000) with a Temporary Structure and Use to allow for the existing residence and home occupation to remain for a period of up to one (1) year from the date of approval by the City Council
2. Approve Ordinance No. 18-11-20-01, An Ordinance Approving a Map Amendment as Pertains to Property Located at 507 S. Water Street (PIN) 03-17-36-112-002-0000) From R-2 Residential Single to B3-General Commercial
  3. The next regular scheduled meeting is Thursday, December 6, 2018 at 5:00 p.m.

## **VIII. Committee Reports**

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

1. The next scheduled meeting is Wednesday, December 12, 2018 at 5:30 p.m.

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

1. The next scheduled meeting is Wednesday, December 12, 2018 at 6:00 .m.

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

1. The next scheduled meeting is Tuesday, December 11, 2018 at 5:30 p.m.

### **D. Finance, Administration & Land Acquisition Committee** *Co-Chairs – Frank Studer & Fran Tutor*

1. Approve the Accounting Reports as Presented by the City Accountant.
2. Approve IMIC Renewal for Property and Worker's Compensation Insurance
3. Approve the Employee Health and Dental Insurance Benefits Renewal with Infinity Benefits LLC
4. Approve Ordinance No. 18-11-20-05, An Ordinance Providing for the Issuance of Not to Exceed \$ 140,000 General Obligation Limited Tax

*Amendment No. 1*  
*Posting Date:*  
*11/16/2018 1:41 PM hh*

Bonds, Series 2018 of the City of Wilmington, Will County, Illinois and for the Levy of a Direct Annual Tax to Pay the Principal and Interest on Said Bonds

5. Approve the IDOT Economic Development Program Agreement-Amendment No. 2
6. The next scheduled meeting is Tuesday, December 18, 2018 at 6:00 p.m.

**E. Ordinance & License Committee**

*Co-Chairs – Lisa Butler & Floyd Combes*

1. Approve Ordinance No. 18-11-20-02, An Ordinance Amending the Façade Improvement Grant Program in B2A – Central Business Zoned Areas within the City of Wilmington, Illinois
2. Approve Ordinance No. 18-11-20-03, An Amended Ordinance to Encourage New Residential Construction and Economic Growth for the Citizens and the City of Wilmington
3. The next scheduled meeting is Tuesday, December 11, 2018 at 6:00 p.m.

**F. Personnel & Collective Bargaining Committee**

*Co-Chairs – John Persic, Jr. & Dennis Vice*

1. Approve an Ordinance No. 18-20-11-04, An Ordinance Adopting a Collective Bargaining Agreement between the City of Wilmington and the Metropolitan Alliance of Police Wilmington Police Chapter #129

**X. Attorney's Report**

**XI. Adjournment**

**The next City Council meeting is Tuesday, December 4, 2018 at 7:00 p.m.**

*Amendment No. 1  
Posting Date:  
11/16/2018 1:41 PM hh*

*DRAFT*

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
Tuesday, November 7, 2018**

**Call to Order**

The Regular Meeting of the Wilmington City Council on November 7, 2018 was called to order at 7:01 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, Kirwin, Vice, Combes, Persic, Evans, Butler

**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 and Attorney George Mahoney

**Approval of Minutes**

Alderman Combes made a motion and Alderman Evans seconded to approve the October 16, 2018 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

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

**NAYS:** 0

**Alderman Butler passed.**

The motion carried.

**Public Hearing**

Alderman Persic made a motion and Alderman Combes seconded to move to open the Public Hearing at 7:03 p.m. for the Public Hearing pursuant to the requirement of Sections 10 and 20 of the Bond Issuance Notification Act of the State of Illinois, as amended on the plans to issue General Obligation Limited Tax Bonds, Series 2018 in the amount not to exceed \$140,000

Upon roll call, the vote was:

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

**NAYS:** 0

The motion carried.

*DRAFT*

Roy Strong, Mayor, as Hearing Officer read the following statement:

*Good evening, ladies and gentlemen. This hearing will come to order. Let the record reflect that this is a public hearing being held pursuant to the requirements of Sections 10 and 20 of the Bond Issue Notification Act of the State of Illinois, as amended. Notice of this hearing was published on October 17, 2018, in the Free Press Advocate, a newspaper of general circulation in the City. This is a hearing regarding a plan to issue not to exceed \$140,000 in aggregate principal amount of the City's General Obligation Limited Tax Bonds, Series 2018 (the "Bonds"). The proceeds of the Bonds will be used to (i) pay debt service on the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015 that were used to current refund a portion of the City's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2006A and (ii) pay certain costs of issuance of the Bonds.*

*The Bonds will be issued by the City in accordance with the provisions of Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended, and shall constitute a general obligation of the City, payable from (i) non-referendum bond proceeds in accordance with provisions of Section 8-5-16 of the Municipal Code, which will not exceed one-half of one percent of the assessed value of all taxable property located within the City and (ii) such other funds of the City lawfully available and annually appropriated for such purpose.*

*This public hearing is required by Sections 10 and 20 of the Bond Issue Notification Act of the State of Illinois, as amended. At the time and place set for the public hearing, residents, taxpayers and other interested persons will be given the opportunity to express their views for or against the proposed plan of financing, the issuance of the Bonds and the purpose of the issuance of the Bonds.*

The Hearing Officer asked if there was anyone who wished to submit written comments. [Please insert comments here] No comments were submitted in writing. The Hearing Officer asked all residents, taxpayers or other interested persons attending the hearing and desiring an opportunity to express their views for or against the proposed Bonds, to please stand so that they may have an opportunity to make those comments or statements. [Please insert comments here] No public comments were made.

The Hearing Officer concluded the public hearing regarding a plan to issue not to exceed \$140,000 in aggregate principal amount of the City's General Obligation Limited Tax Bonds, Series 2018.

Let the Record further reflect this public hearing was concluded at the hour of 7:05 p.m., November 7, 2018.

***DRAFT***

Alderman Persic made a motion and Alderman Butler seconded to close the Public Hearing at 7:05 p.m.

Upon roll call, the vote was:

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

**NAYS:**     0

The motion carried.

**Mayor's Report**

Mayor Strong recognizes and hands out certificates for the Bobcat Football players and Cheerleaders. He also makes an announcement that the estimated annual tax levy of the year 2018 will be placed of file for public viewing, more discussion on this at the November 20, 2018 Finance, Administration & Land Acquisition Meeting. American Legion Post 191 will be collecting funds and passing out Poppies on November 10<sup>th</sup>. The Wilmington Chamber of Commerce Parade and Tree Lighting will take place on November 24<sup>th</sup> at 5:00 p.m. The Police Department will be participating in No Shave November to raise awareness for cancer.

Alderman Studer made a motion and Alderman Combes seconded to Approve the Mayoral appointment of Jay Plese to the Board of Police Commissioners to replace the position previously held by Jonathan Mietzner, with a term expiring in November 2021.

Upon roll call, the vote was:

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

**NAYS:**     0

The motion carried.

Alderman Studer made a motion and Alderman Combes seconded to Approve the Mayoral appointment of Mike Mitchell to the Board of Police Commissioners to replace the position previously held by Gary Geiss, with a term expiring in November 2020.

Upon roll call, the vote was:

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

**NAYS:**     0

The motion carried.

Alderman Studer made a motion and Alderman Combes seconded to Approve the Mayoral appointment of Loren Burkey to the Board of Police Commissioners with a term expiring in November 2019.

Upon roll call, the vote was:

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

**NAYS:**     0

The motion carried.

**Public Comment**

Jonathan Mietzner would like to thank the Mayor and Council. He also thanks Chief Arnold. He has a concern with how his position was replaced. Mietzner notes that he did not receive the professional courtesy of replacement.

*DRAFT*

**Planning & Zoning Commission**

The next meeting is scheduled for Thursday, December 6, 2018 at 5:00 p.m.

**Committee Reports**

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

Alderman Tutor made a motion and Alderman Combes seconded to Approve Ordinance No. 18-11-07-01 – Land Lease Agreement with the Wilmington Baseball Softball Association as amended by the City Attorney

Upon roll call, the vote was:

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

**NAYS:**     0

The motion carried.

Attorney Wellner notes that there will be a fixed fee for the utilities that the fields use and that the fee will be paid to the City of Wilmington. He also says that there is some language regarding field sharing obligation, also with a termination clause, where the City can terminate their lease at their sole discretion at six months notice. Another amendment was that the WBSA notify the City of any field sharing.

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

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

The next scheduled meeting is Wednesday, November 14, 2018 at 6:00 p.m.

**Police & ESDA Committee**

The next scheduled meeting is Tuesday, November 13, 2018 at 5:30 p.m.

**Finance, Administration & Land Acquisition Committee**

Alderman Tutor made a motion and Alderman Evans seconded to approve the Accounts Payable reports dated November 7, 2018 in the amount of \$ 818,205.36

Upon roll call, the vote was:

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

**NAYS:**     0

The motion carried.

Alderman Tutor made a motion and Alderman Combes seconded to Approve Resolution 2019-11 – A Resolution Designating Meeting Dates and Times and Holiday Observances in 2019 for the Corporate Authorities and Commissions of the City of Wilmington.

Upon roll call, the vote was:

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

*DRAFT*

**NAYS:**     0  
The motion carried.

Alderman Tutor made a motion and Alderman Butler seconded to Approve Resolution No. 2018-12 – A Resolution Authorizing the Execution of a Real Estate Sales Contract and the Sale of the Property Commonly Known as 1.4 acres, more or less, on West Strip Mine Road, Wilmington, Will County, Illinois

Upon roll call, the vote was:

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

**NAYS:**     0  
The motion carried.

The next scheduled meeting is Tuesday, November 20, 2018 at 6:00 p.m.

**Ordinance & License Committee**

The next scheduled meeting is Tuesday, November 13, 2018 at 6:00 p.m.

**Personnel & Collective Bargaining Committee**

Alderman Butler made a motion and Alderman Combes seconded to Approve the hire of Corey Chaney, Public Works Department Street Crew 1 as classified in the American Federal of State, County and Municipal Employees Collective Bargaining Agreement.

Upon roll call, the vote was:

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

**NAYS:**     0  
The motion carried.

**Attorney's Report**

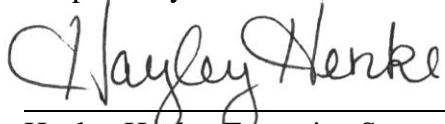
Nothing at this time.

**Adjournment**

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman Studer.

Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on November 7, 2018 adjourned at 8:02 p.m.

Respectfully submitted,



Hayley Henke, Executive Secretary



**ORDINANCE NO. 18-11-20-01**

**AN ORDINANCE APPROVING A MAP AMENDMENT AS PERTAINS TO PROPERTY  
LOCATED AT 507 S. WATER STREET (PIN 03-17-36-112-002-0000)  
(FROM R-2 RESIDENTIAL SINGLE TO B3-GENERAL COMMERCIAL)**

**WHEREAS**, the City of Wilmington, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-1, has established zoning standards and controls within the City of Wilmington, Will County, Illinois; and

**WHEREAS**, John A. Tryner has filed a petition requesting a map amendment for the parcel located at 507 S. Water Street as legally described in Exhibit A; and

**WHEREAS**, the appropriate notices were given and a public hearing was held upon said petition for a map amendment by the Planning and Zoning Commission of the City of Wilmington, Illinois on Thursday, November 1, 2018; and

**WHEREAS**, the Planning and Zoning Commission voted to recommend approval of the petition with regard to the aforesaid property, at its regular meeting of Thursday, November 1, 2018; and

**WHEREAS**, the Planning and Zoning Commission issued its recommendation of approval of the petition for a map amendment to the City Council of the City of Wilmington which is incorporated herein by reference; and

**WHEREAS**, the City Council has reviewed the petition and has given weight to the following considerations for the requested map amendment:

Approval of the Map Amendment from R2 Residential Single-Family District to B3 General Commercial District for the property at 507 S. Water Street (PIN 03-17-36-112-002-0000) with a Temporary Structure and Use to allow for the existing residence and home occupation to remain for a period of up to one (1) year from the date of approval by the City Council

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

**SECTION 1:** That the Zoning Ordinance of the City, as amended, be further amended so that the zoning classification of the Subject Property be established as B3-General Commercial, and that the Zoning Map of the City be amended to show said classification.

**SECTION 2:** That this Ordinance shall be in full force and effect after its adoption and approval, as provided by law.

PASSED this 20<sup>th</sup> day of November, 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 20<sup>th</sup> day of November, 2018

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Roy Strong, Mayor

Attest:

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Joie Ziller, Deputy City Clerk

**Exhibit A**

**Legal Description of the Subject Property**

LOT 3, BLOCK 3 IN ELDERKIN'S ADDITION TO WILMINGTON, A SUB PRT OF THE E1/2  
NW1/4 OF SEC. 36, T33N-R9E

PIN No.: 03-17-36-112-002-0000



Land Use Petition
City of Wilmington, Illinois

Petitioner: Joseph J. Tryner Trust dated September 24, 1990 - John A. Tryner, trustee
Address: 101 Fulton St.
City: Wilmington, State: IL Zip: 60481
Phone No.: (815)476-9048 Fax No.: (815)476-9092 Email: johntryner@sbcglobal.net

KK Petitioner is the owner of the subject property and is the signer of this petition
Petitioner is the contract purchaser of the subject property and has attached a copy of said contract to this petition
Petitioner is acting on behalf of the owner of the subject property and has attached a letter granting such authority signed by the owner

In the event the property is held in trust, a notarized letter from an authorized trust officer identifying the petitioner as an authorized individual acting on behalf of the beneficiaries and providing the name, address, and percentage of interest of each beneficiary is attached to this executed petition.

Subject Property

Location: 507 S. Water St., Wilmington, IL 60481
Size of Property: 56' x 123.5' Tax Parcel No.: 03-17-36-112-002

The following documents have been attached:

Legal Description, Plat of Survey, List of Adjacent Property Owners, Site Plan, Preliminary Plat, Final Plat, Preliminary Plan, Final Plan, Impact Fee Form, Bank Trust Letter

Type of Action Requested

Annexation, Annexation Agreement, Concept Plan, Preliminary Plat/Plan (circle one), Final Plat/Plan (circle one), Map Amendment from R2 to B3, Conditional Use, Variance, Site Plan Review

I have submitted the required filing fee. I understand that the fee is non-refundable. The fee is determined according to the attached schedule of fees. (initial here) (fee)

Statement of Petition

Please provide a brief statement describing the proposal as it relates to the standards of petition accompanying this document (attach additional sheets if necessary).

Petitioner owns the adjoining property at 101 Fulton St. - a two unit office zoned B-3. The parking facilities at 101 Fulton St. are not adequate to serve customers and employees of existing businesses at the location. Petitioner desires to obtain a map amendment for 507 S. Water St. to allow future use of the property as a parking lot for 101 Fulton.

Number of Dwelling Units 1 Type of Units residential Square Footage
Proposed Time Schedule for Development
Requested Variances

Authorization

I hereby affirm that I have full legal capacity to authorize the filing of this petition and that all the information and exhibits herewith submitted are true and correct to the best of my knowledge. The petitioner invites city representatives to make all reasonable inspections and investigation of the subject property during the period of processing this petition

State of Illinois, County of Will, 9/25/18, Signature of Petitioner



I, the undersigned, a notary public in and for the said county and state aforesaid, do hereby that John Tryner is personally known to me to be the same person whose name is subscribed to the forgoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act, for the uses and purposes set forth.

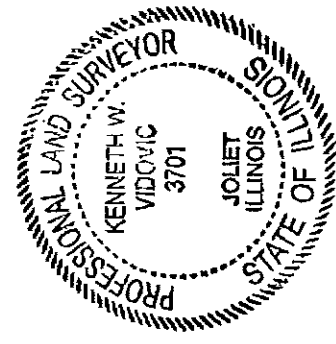
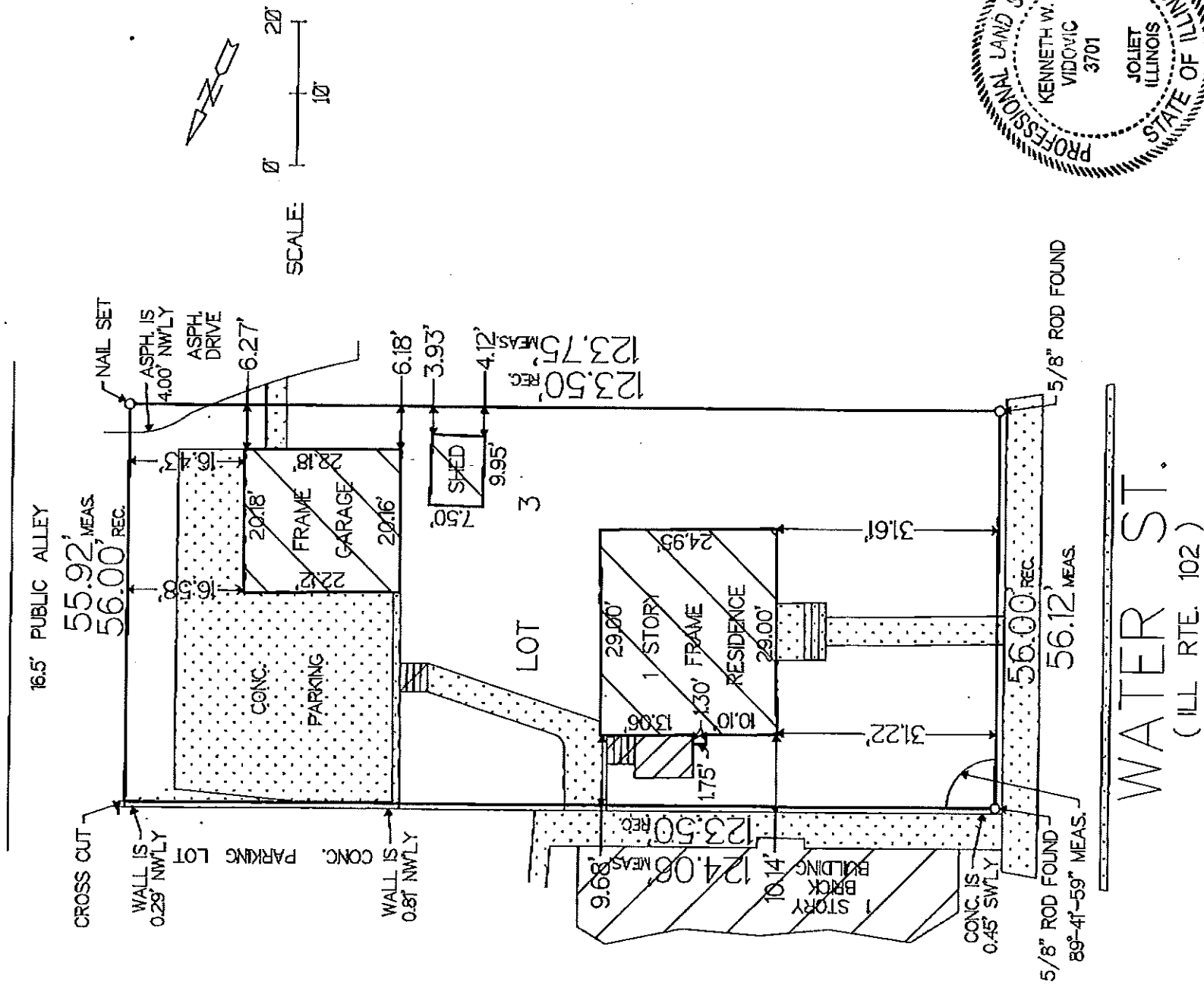
Notary Signature: Diane L Davis, My Commission Expires: 9/25/18

Given under my hand and notary seal this 20th day of September, A.D. 2018

# PLAT OF SURVEY

LOT 3 IN BLOCK 2 IN ELDERKIN'S ADDITION TO WILMINGTON, IN THE CITY OF WILMINGTON, IN WILL COUNTY, ILLINOIS.

507 S. WATER STREET  
WILMINGTON, IL



**COMMUNITY SURVEY INC.**  
 81 N. CHICAGO STREET, SUITE 207  
 JOLIET, IL 60432

(815) 722-9005 (815) 722-9019 - fax  
 EMAIL: [kvcommunitysurvey@att.net](mailto:kvcommunitysurvey@att.net)  
 DESIGN FIRM NO. 184-002899

CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.

WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR JOHN IRKNER UNDER MY HAND AND SEAL THIS 2ND DAY OF OCTOBER 2018.  
 FIELD WORK 10/1/2018.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEY NUMBER 18-25098

*[Signature]*  
 ILLINOIS LAND SURVEYOR NO. 3701  
 EXPIRES 11/30/2018

# Memorandum

To: Wilmington Planning and Zoning Commission  
From: Mike Dahm, AICP  
Date: October 24, 2018  
RE: 507 S Water Street Map Amendment

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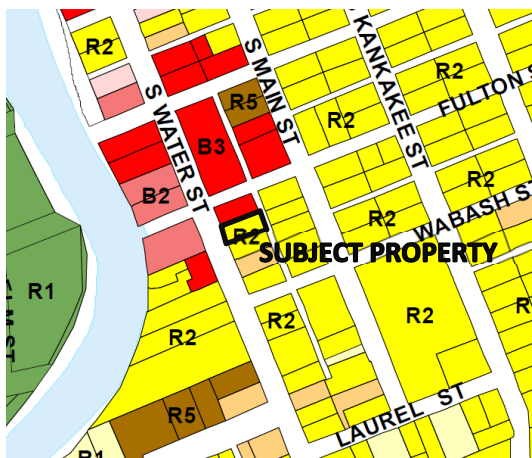
John Tryner submitted an application for a map amendment from R-2 Single-Family Residential District zoning to B-3 General Commercial District zoning for the property at 507 S. Water Street dated September 20<sup>th</sup>, 2018.

## Summary

The subject property, PIN of 03-17-36-112-002-0000 has frontage on S. Water Street and a public alley and is approximately 56.12 feet wide and 123.78 feet deep. The applicant has stated that he wishes to sell the property along with the adjacent commercial property to the northwest (101 Fulton St.) to a tenant of the commercial property and that the plan is for the subject property to be converted to parking for the commercial property/office building. The commercial/office building at 101 Fulton St. is currently occupied by a dental office and a law office.

## Current Zoning and Use

The subject property is currently zoned R-2 Single-Family Residential District and has a single family home with a detached garage and shed as well as a concrete parking area. The home fronts to S. Water Street with the garage and parking area accessing a public alley at the rear of the property.



## Surrounding Zoning

North: B-3 General Commercial District  
East: R-2 Single-Family Residential District  
South: R-2 Single-Family Residential District  
West: B-2 Light Commercial District &  
B-3 General Commercial District



### **Map Amendment Review and Analysis**

Staff has reviewed the submitted map amendment application and associated documents. The B-3 zoning district is intended to accommodate retail and wholesale commercial activities which are adjacent to arterial streets and serves the population of the City and its surrounding areas. The adjacent B-3 zoning to the north and across S. Water Street as well as the property fronting on an arterial through the City meet the intent of the zoning district. There are no minimum lot width or area requirements for the B-3 zoning district. The front yard setback requirement is 40 feet, the side and rear yard adjacent to the residential to the south and west is 30 feet. Upon rezoning to B-3, the existing primary structure would not meet the setback requirements for the front yard and side yard adjacent to a residential district.

### **Temporary Residential Use and Structure**

The existing house and home occupation is not an approved use and does not meet the front yard or side yard adjacent to a residential district within the B-3 zoning district regulations. The home occupation and primary structure will be non-conforming use and structure and the City will need to approve a Temporary Use and Structure for the land and structure per section 150.92 of the Zoning Code. Staff proposes a temporary use and structure provision for the property to allow for the single-family residence and home occupation to remain as is until the property can be redeveloped into a parking lot but for not longer than one (1) year from the approval of the map amendment unless extended by the City Council. If the structures have not been removed and home occupation ceased by the end of the temporary use and structure approval the property shall be reverted back to R-2 Single-Family Zoning District.

### **Recommended Actions**

Staff is recommending that the Wilmington Planning and Zoning Commission approve the Map Amendment from R-2 Single-Family Residential District to B-3 General Commercial District. Staff also recommends a Temporary Structure and Use of Land be approved for the property to allow for the existing single family home and home occupation to remain for a period of up to one (1) year. If at the end of that one year an extension has not been granted by the City Council and the structure has not been removed and the home occupation ceased, the property shall not be allowed to be used as a residence and the structure shall be removed unless a reversion of the zoning is granted to the R-2 Single-Family Residential District.

### ***Recommended Motion***

*Motion to recommend approval to the City Council of the Map Amendment from R-2 Single-Family Residential District to B-3 General Commercial District for the property at 507 S. Water Street (PIN 03-17-36-112-002-0000) with a Temporary Structure and Use to allow for the existing residence and home occupation to remain for a period of up to one (1) year from the date of approval by the City Council.*



# 507 S. Water St.

417

FULTON ST

504

506

101 101

507

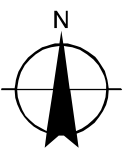
510

S WATER ST

513

515

515



1 inch = 40 feet



**Ruettiger, Tonelli & Associates, Inc.**

Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants

129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404

PH. (815) 744-6600 FAX (815) 744-0101

website: www.ruettigertonnelli.com

DATE: 10/25/2018

SCALE: 1" = 40'

DRAWING No.: 118-1235-G01



# City of Wilmington

Check Register Meeting Date: November 20, 2018



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
0	11/20/2018	Payroll Sweep	79,644.90
0	11/20/2018	Paycor	445.65
0	11/20/2018	Misc Vendors	246.00
0	11/20/2018	WEX Bank	3,157.25
20537	11/20/2018	Air Gas USA, LLC	40.57
20538	11/20/2018	All Traffic Solutions, Inc.	1,500.00
20539	11/20/2018	Barracuda Networks	1,926.00
20540	11/20/2018	Berkot Foods	27.00
20541	11/20/2018	Blue Cross Blue Shield of Illinois	1,323.00
20542	11/20/2018	Cintas Corporation	619.20
20543	11/20/2018	Clennon Electric Co Inc	3,118.75
20544	11/20/2018	Comcast	309.70
20545	11/20/2018	ComEd	279.20
20546	11/20/2018	Constellation New Energy, Inc	314.72
20547	11/20/2018	D'Orazio Ford	2,536.99
20548	11/20/2018	DTW Inc	1,143.30
20549	11/20/2018	Fisher Auto Parts Inc	120.93
20550	11/20/2018	Fred Pryor Seminars	149.00
20551	11/20/2018	G W Communications	429.00
20552	11/20/2018	Grundy Supply	387.91
20553	11/20/2018	Illinois LEAP	40.00
20554	11/20/2018	Illinois Office of the Attorney General	60.00
20555	11/20/2018	Illinois State Police	60.00
20556	11/20/2018	Jcm Uniforms	183.07
20557	11/20/2018	Joliet Asphalt LLC	343.50
20558	11/20/2018	Kankakee Truck Equipment, Inc.	8,900.00
20559	11/20/2018	Ketten Incorporated	45.11
20560	11/20/2018	Konica Minolta	289.35
20561	11/20/2018	Raymond Larson	230.00
20562	11/20/2018	Marlin Business Bank	366.00
20563	11/20/2018	Menards-Joliet	6.09
20564	11/20/2018	Office Depot	188.69
20565	11/20/2018	Ray O Herron Inc	911.26
20566	11/20/2018	Yatin M Shah MD SC	175.00
20567	11/20/2018	Attn: Financial Services State Treasurer - Idot	1,462.50
20568	11/20/2018	TA Operating, LLC	474.06
20569	11/20/2018	Treasurer of the State of Illinois	10.00
20570	11/20/2018	United Communications Systems Inc	750.27
20571	11/20/2018	Waste Management Of Il SW	703.01
20572	11/20/2018	WESCOM	20,124.20
20573	11/20/2018	Whitmore Investments Inc	489.61

TOTAL: 133,530.79

Fund	2	Water Operating M & R Fund	
0	11/20/2018	Payroll Sweep	15,782.92
0	11/20/2018	WEX Bank	396.15
0	11/20/2018	US Post Office	502.19
0	11/20/2018	INB Bank	2.81
0	11/20/2018	US Bank	592.68
10597	11/20/2018	Accela, Inc. #774375	424.00
10603	11/20/2018	Comcast	219.70
10604	11/20/2018	Consolidated Pipe & Supply Co., Inc.	241.42
10606	11/20/2018	Fisher Auto Parts Inc	34.24
10607	11/20/2018	G W Communications	1,596.80
10608	11/20/2018	Grundy Supply	36.00
10613	11/20/2018	Nicor	482.79
10614	11/20/2018	Christina Oetzel	37.82
10615	11/20/2018	Office Depot	42.08
10617	11/20/2018	Southwest Mechanical Inc	1,864.70
10619	11/20/2018	Underground Pipe & Valve Co	291.00
10620	11/20/2018	United Communications Systems Inc	109.03
10621	11/20/2018	USA Blue Book	120.23
10622	11/20/2018	Waste Management Of Il SW	37,894.46
10623	11/20/2018	Whitmore Investments Inc	136.39
		TOTAL:	<u>60,807.41</u>

Fund	4	Sewer Operating M & R Fund	
0	11/20/2018	Payroll Sweep	12,424.65
0	11/20/2018	WEX Bank	249.93
0	11/20/2018	US Post Office	502.20
0	11/20/2018	INB Bank	2.81
0	11/20/2018	US Bank	592.68
0	11/20/2018	Misc Vendor	584.00
10597	11/20/2018	Accela, Inc. #774375	424.00
10598	11/20/2018	Alarm Detection Systems, Inc.	126.84
10599	11/20/2018	Arro Laboratories Inc	54.23
10600	11/20/2018	Baseball Connexion, Inc.	36.00
10601	11/20/2018	Certified Balance & Scale Corp	237.50
10605	11/20/2018	Depke Welding Supplies, Inc.	1,971.52
10609	11/20/2018	Illinois Enviromental Protection Agency	451,056.86
10610	11/20/2018	Stephanie Little	432.99
10612	11/20/2018	Nestle Water North America	63.89
10615	11/20/2018	Office Depot	42.08
10616	11/20/2018	Share Corp	336.90
10617	11/20/2018	Southwest Mechanical Inc	757.00
10618	11/20/2018	Tyco Fire & Security (US) Management, Inc.	1,468.76
10620	11/20/2018	United Communications Systems Inc	177.94
10621	11/20/2018	USA Blue Book	784.42
10622	11/20/2018	Waste Management Of Il SW	2,055.26
10623	11/20/2018	Whitmore Investments Inc	416.92

10624	11/20/2018	Xylem Water Solutions USA Inc	1,603.69
			<u>TOTAL: 476,403.07</u>
<b>Fund</b>	<b>5</b>	<b>DFC Federal Grant Fund</b>	
0	11/20/2018	Better Business Planning Inc.	2,536.58
			<u>TOTAL: 2,536.58</u>
<b>Fund</b>	<b>6</b>	<b>Motor Fuel Tax Fund</b>	
3657	11/20/2018	Ruettiger Tonelli & Assoc	12,034.28
			<u>TOTAL: 12,034.28</u>
<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	11/20/2018	WEX Bank	224.78
20570	11/20/2018	United Communications Systems Inc	253.10
20572	11/20/2018	WESCOM	2,241.24
20573	11/20/2018	Whitmore Investments Inc	164.80
			<u>TOTAL: 2,883.92</u>
<b>Fund</b>	<b>12</b>	<b>Debt Service Fund</b>	
3112	11/15/2018	First American Bank	152,794.58
3113	11/20/2018	Attn: Corporate Trust Amalgamated Bank Of Chicago	475.00
			<u>TOTAL: 153,269.58</u>
<b>Fund</b>	<b>17</b>	<b>Water Capital Project Fund</b>	
10602	11/20/2018	Clennon Electric Co Inc	785.00
10611	11/20/2018	Midwest Meter Inc	1,628.98
10625	11/20/2018	Zenner Performance	7,637.68
			<u>TOTAL: 10,051.66</u>
<b>Fund</b>	<b>25</b>	<b>RidgePort TIF#2 Fund</b>	
1141	11/20/2018	Peckham Guyton Albers & Viets, In	2,362.50
			<u>TOTAL: 2,362.50</u>
		<b>GRAND TOTAL:</b>	<u><u>853,879.79</u></u>

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Dennis Vice

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

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Steve Evans

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John Persic, Jr.

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Kevin Kirwin

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Frank Studer

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Lisa Butler

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

**Approved: November 20, 2018**

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

**GENERAL CORPORATE**

BUSINESS REGISTRATION FEE	30
ECONOMIC DEVELOPMENT FEE	598
CONTRACTOR'S REGISTRATION FEE	1,500
OPERATING LICENSES - MISC	760
OVERWEIGHT TRUCK PERMITS	1,820
LIQUOR LICENSES	1,375
OTHER MISC. REIMBURSEMENTS	8,908
HEALTH INSURANCE REIMBURSEMENTS	3,640
OTHER MISC. INCOME	2,869
DEVELOPERS REIMBURSEMENTS	46,236

**BUILDING**

BUILDING PERMIT FEES	2,350
BUILDING PERMIT INSPECTION FEES	2,000
PLANNING & ZONING FEE	150

**POLICE**

CLERK OF CIRCUIT COURT FINES	-
ORDINANCE/MISC FINES	4,469
IMPOUNDMENT FINES	250
CAMERA GRANT	33,815
K-9 DONATIONS	-

GENERAL CORPORATE TOTAL	110,770
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**WATER & SEWER**

WATER DIST SYSTEM TAP-ON FEES	-
WATER SYSTEM CAPACITY USER FEES	-
WATER METER PURCHASES	350
SEWER SYSTEM CAPACITY USER FEES	-
SEWER COLLECTION SYSTEM FEES	-
LATE FEES/PENALTIES	7,535
OTHER MISC. INCOME	1,205
OTHER REIMBURSEMENTS - W&S	1,269
UTILITY BILLING CASH RECEIPTS	349,474

WATER & SEWER TOTAL	359,833
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<b><u>TOTAL MONTHLY RECEIPTS:</u></b>	<b>470,603</b>
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<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	353,683.78	477,716.93	360,802.60	470,598.11
02	Water Operating M & R Fund	113,725.39	127,438.32	109,540.35	131,623.36
03	Sewer Capital Project Fund	412,937.87	92,474.03	312,860.00	192,551.90
04	Sewer Operating M & R Fund	(353,687.65)	378,149.66	53,283.98	(28,821.97)
05	DFC Federal Grant Fund	0.00	5,012.64	5,012.64	0.00
06	Motor Fuel Tax Fund	64,809.87	11,235.38	0.00	76,045.25
07	ESDA Fund	(24,967.53)	30,545.86	4,425.87	1,152.46
12	Debt Service Fund	154,027.83	5,281.86	0.00	159,309.69
17	Water Capital Project Fund	128,571.07	34,769.69	45,262.69	118,078.07
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	6,660.00	0.00	0.00	6,660.00
24	Capital Project Fund	114,351.23	664.74	0.00	115,015.97
25	RidgePort TIF#2 Fund	1,911,453.83	497,851.17	6,281.16	2,403,023.84
Report Totals:		2,881,565.69	1,661,140.28	897,469.29	3,645,236.68

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
01	General Corporate Fund					
	Property Tax Revenue	1,181,956.00	17,870.55	1,146,937.38	35,018.62	2.96
	Taxes-Static Per Capita Revenue	701,000.00	67,986.96	366,180.12	334,819.88	47.76
	Tax Revenue - Other	1,123,800.00	97,946.86	587,947.89	535,852.11	47.68
	Utility Taxes	515,000.00	48,327.73	267,696.22	247,303.78	48.02
	License Fees	88,000.00	6,083.13	36,142.78	51,857.22	58.92
	Building Fees	574,000.00	4,500.00	66,756.72	507,243.28	88.37
	Franchise Fee	78,000.00	0.00	38,240.76	39,759.24	50.97
	Fines and Court Fees	135,000.00	4,718.77	51,401.16	83,598.84	61.92
	Revenue from Bonds/Loans	300,000.00	129,965.00	129,965.00	170,035.00	56.67
	Rental Income	500.00	0.00	100.00	400.00	80.00
	Interest Income	8,000.00	1,586.00	7,216.21	783.79	9.79
	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	46,235.82	204,826.75	301,673.25	59.56
	Other Reimbursements	25,000.00	8,908.19	13,278.08	11,721.92	46.88
	Employee Ins Reimb.	57,000.00	3,639.92	25,327.61	31,672.39	55.56
	Other Misc. Income	92,000.00	39,948.00	82,394.64	9,605.36	10.44
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,403,716.00	477,716.93	3,024,411.32	2,379,304.68	44.03
	Salary Expense	2,052,500.00	137,216.15	927,622.15	1,124,877.85	54.80
	Police Commission Exp	16,000.00	1,033.47	3,027.35	12,972.65	81.07
	Employee Health & Life Insuran	348,000.00	21,476.64	160,330.85	187,669.15	53.92
	Retired Empl Health Ins/Dental	120,000.00	10,028.16	60,324.87	59,675.13	49.72
	Oper Supplies and Tools	40,000.00	855.35	11,436.12	28,563.88	71.41
	Gasoline, Oil & Tolls	61,000.00	3,823.05	27,695.77	33,304.23	54.59
	Office Supplies	14,900.00	548.54	2,279.79	12,620.21	84.69
	Training Expenses & Mileage	25,000.00	3,874.00	13,422.39	11,577.61	46.31
	Property, Equip & Liability Ins	335,000.00	11,030.00	55,150.00	279,850.00	83.53
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	102,000.00	5,944.49	35,268.75	66,731.25	65.42
	Notices/Legal Publications	5,800.00	0.00	379.00	5,421.00	93.46
	Consulting /Service Fees	415,500.00	7,241.58	48,518.36	366,981.64	88.32
	Other Professional Services	334,400.00	35,002.59	182,486.25	151,913.75	45.42
	Computer Maint. & Prog. Fees	49,200.00	4,114.26	26,550.86	22,649.14	46.03
	Dues, Subscrp. & Memberships	12,300.00	220.00	749.86	11,550.14	93.90
	Community Dev Expense	71,000.00	4,186.87	45,676.07	25,323.93	35.66
	Maintenance - Equipment	46,500.00	1,972.80	15,367.45	31,132.55	66.95
	Maintenance - Grounds/Building	153,000.00	9,732.76	83,741.94	69,258.06	45.26
	Vehicle Expenses	45,000.00	4,859.99	12,415.04	32,584.96	72.41
	Uniforms	30,000.00	1,495.61	13,879.50	16,120.50	53.73
	Rental of Equipment	8,500.00	230.00	690.00	7,810.00	91.88
	Utilities / Telephone Services	139,100.00	23,081.95	69,111.60	69,988.40	50.31
	Misc	158,000.00	157.00	86,655.89	71,344.11	45.15

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Expensed Equipment	24,242.00	0.00	14,076.80	10,165.20	41.93
	Leased Equipment	90,910.00	3,832.48	60,982.93	29,927.07	32.91
	Capital Equipment Purchases	406,000.00	46,515.80	96,851.77	309,148.23	76.14
	Transfers to Other Funds	132,000.00	0.00	0.00	132,000.00	100.00
	K-9 Program	7,000.00	0.00	380.61	6,619.39	94.56
	Payroll Tax/Pension Expenses	664,500.00	22,329.06	498,741.24	165,758.76	24.94
	EXPENSES Totals:	5,912,352.00	360,802.60	2,553,813.21	3,358,538.79	56.80
01	Totals:	(508,636.00)*	116,914.33*	470,598.11*	(979,234.11)*	192.52*
02	Water Operating M & R Fund					
	Garbage Collection Fees	470,000.00	37,852.68	227,859.73	242,140.27	51.51
	Utility Usage Fees	1,005,000.00	87,270.76	547,498.65	457,501.35	45.52
	Utility Base/DS Fees	0.00	0.00	0.00	0.00	0.00
	Meter Fees	16,000.00	350.00	5,049.00	10,951.00	68.44
	Utility Capacity Fees	30,000.00	0.00	4,400.00	25,600.00	85.33
	Interest Income	1,200.00	430.46	1,996.71	(796.71)	(66.39)
	Other Reimbursements	13,000.00	859.42	4,952.16	8,047.84	61.90
	Other Misc. Income	4,000.00	675.00	3,089.46	910.54	22.76
	Transfers From Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	REVENUE Totals:	1,639,200.00	127,438.32	794,845.71	844,354.29	51.51
	Salary Expense	421,503.00	30,519.17	186,704.99	234,798.01	55.70
	Employee Health & Life Insuran	98,000.00	4,553.30	41,943.34	56,056.66	57.20
	Oper Supplies and Tools	12,000.00	0.00	5,661.87	6,338.13	52.81
	Gasoline, Oil & Tolls	10,000.00	345.37	1,943.42	8,056.58	80.56
	Office Supplies	11,700.00	500.08	4,797.81	6,902.19	58.99
	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	9,695.00	104,305.00	91.49
	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	730.47	4,273.51	4,226.49	49.72
	Other Professional Services	17,000.00	0.00	4,569.14	12,430.86	73.12
	Computer Maint. & Prog. Fees	14,500.00	553.11	6,015.71	8,484.29	58.51
	Dues, Subscrip. & Memberships	800.00	0.00	0.00	800.00	100.00
	Maintenance - Equipment	56,500.00	11,437.98	23,822.89	32,677.11	57.83
	Maintenance - Grounds/Building	29,500.00	10,628.59	12,297.81	17,202.19	58.31
	Vehicle Expenses	2,500.00	43.39	222.73	2,277.27	91.09
	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	4,854.19	24,255.99	58,244.01	70.59
	Debt Service Bond Pymts	69,700.00	0.00	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	0.00	416.33	583.67	58.36

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Leased Equipment	29,000.00	189.14	2,079.68	26,920.32	92.82
	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	237.17	39,492.89	105,507.11	72.76
	Garbage Disposal Fee	470,000.00	37,769.12	225,976.58	244,023.42	51.92
	Payroll Tax/Pension Expenses	79,500.00	5,240.27	32,604.04	46,895.96	58.98
	EXPENSES Totals:	1,729,203.00	109,540.35	663,222.35	1,065,980.65	61.64
02	Totals:	(90,003.00)*	17,897.97*	131,623.36*	(221,626.36)*	246.24*
03	Sewer Capital Project Fund					
	Utility Usage Fees	43,000.00	3,919.96	21,892.92	21,107.08	49.08
	Utility Base/DS Fees	1,013,000.00	85,402.48	530,930.20	482,069.80	47.58
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp, Fees (TAP)	12,000.00	800.00	6,800.00	5,200.00	43.33
	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	3,300.00	3,300.00	50.00
	Interest Income	7,000.00	1,801.59	9,851.64	(2,851.64)	(40.73)
	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	92,474.03	599,471.76	1,606,128.24	72.82
	Salary Expense	2,000.00	0.00	2,000.00	0.00	0.00
	Engineering Services	30,000.00	5,860.00	56,400.00	(26,400.00)	(88.00)
	Legal Services	5,000.00	0.00	0.00	5,000.00	100.00
	Other Professional Services	2,000.00	0.00	0.00	2,000.00	100.00
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Other Capital Projects	1,034,000.00	0.00	0.00	1,034,000.00	100.00
	Capital Equipment Purchases	25,500.00	0.00	16,000.00	9,500.00	37.25
	Construction Projects	50,000.00	7,000.00	32,519.86	17,480.14	34.96
	Transfers to Other Funds	903,000.00	300,000.00	300,000.00	603,000.00	66.77
	EXPENSES Totals:	2,071,500.00	312,860.00	406,919.86	1,664,580.14	80.35
03	Totals:	134,100.00*	(220,385.97)*	192,551.90*	(58,451.90)*	(43.58)*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	900,000.00	77,640.46	478,478.66	421,521.34	46.83
	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	409.20	3,942.08	12,057.92	75.36
	Other Misc. Income	0.00	100.00	564.45	(564.45)	0.00
	Transfers From Other Funds	903,000.00	300,000.00	300,000.00	603,000.00	66.77



Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	REVENUE Totals:	1,919,000.00	378,149.66	798,735.19	1,120,264.81	58.37
	Salary Expense	356,000.00	24,848.96	158,903.02	197,096.98	55.36
	Employee Health & Life Insuran	90,000.00	2,056.89	37,631.68	52,368.32	58.18
	Oper Supplies and Tools	17,000.00	721.57	6,012.49	10,987.51	64.63
	Gasoline, Oil & Tolls	6,000.00	322.08	2,221.99	3,778.01	62.96
	Office Supplies	14,500.00	517.07	6,055.30	8,444.70	58.23
	Training Expenses & Mileage	12,500.00	116.00	710.11	11,789.89	94.31
	Property, Equip & Liability Ins	99,000.00	1,520.00	7,600.00	91,400.00	92.32
	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	730.48	4,273.52	4,726.48	52.51
	Other Professional Services	30,000.00	0.00	15,420.00	14,580.00	48.60
	Computer Maint. & Prog. Fees	16,000.00	432.15	5,697.76	10,302.24	64.38
	Dues, Subscrp. & Memberships	1,200.00	200.00	738.60	461.40	38.45
	Maintenance - Equipment	58,500.00	2,517.58	18,723.72	39,776.28	67.99
	Maintenance - Grounds/Building	53,500.00	0.00	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	7,685.55	35,854.49	75,645.51	67.84
	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	0.00	1,666.29	(666.29)	(66.62)
	Leased Equipment	3,000.00	189.14	1,083.00	1,917.00	63.90
	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	7,146.57	30,268.50	64,731.50	68.13
	Payroll Tax/Pension Expenses	70,000.00	4,279.94	27,343.52	42,656.48	60.93
	EXPENSES Totals:	2,108,500.00	53,283.98	827,557.16	1,280,942.84	60.75
	04 Totals:	(189,500.00)*	324,865.68*	(28,821.97)*	(160,678.03)*	84.79*
05	DFC Federal Grant Fund					
	Grants - Federal	185,000.00	5,012.64	69,328.74	115,671.26	62.52
	REVENUE Totals:	185,000.00	5,012.64	69,328.74	115,671.26	62.52
	Misc	185,000.00	5,012.64	69,328.74	115,671.26	62.52
	EXPENSES Totals:	185,000.00	5,012.64	69,328.74	115,671.26	62.52
	05 Totals:	0.00*	0.00*	0.00*	(0.00)*	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	10,452.22	72,163.68	74,836.32	50.90
	Interest Income	1,500.00	783.16	3,881.57	(2,381.57)	(158.77)
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	153,500.00	11,235.38	76,045.25	77,454.75	50.45
	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)*	11,235.38*	76,045.25*	(266,545.25)*	139.91*
07	ESDA Fund					
	Property Tax Revenue	3,000.00	45.86	2,932.63	67.37	2.24
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Grants - State- Other	6,000.00	30,500.00	30,500.00	(24,500.00)	(408.33)
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	500.00	0.00	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	30,545.86	33,709.37	30,790.63	47.73
	Salary Expense	9,000.00	0.00	4,500.00	4,500.00	50.00
	Oper Supplies and Tools	12,000.00	0.00	2,247.51	9,752.49	81.27
	Gasoline, Oil & Tolls	4,000.00	263.35	1,943.69	2,056.31	51.40
	Office Supplies	950.00	0.00	560.93	389.07	40.95
	Training Expenses & Mileage	4,000.00	700.00	700.00	3,300.00	82.50
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,500.00	34.20	1,386.90	5,113.10	78.66
	Dues, Subscrp. & Memberships	700.00	0.00	83.95	616.05	88.00
	Maintenance - Equipment	6,500.00	160.00	1,603.31	4,896.69	75.33
	Vehicle Expenses	4,000.00	0.00	1,090.04	2,909.96	72.74
	Utilities / Telephone Services	11,500.00	1,443.31	5,649.66	5,850.34	50.87
	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	12,775.07	10,224.93	44.45
	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	4,425.87	32,556.91	68,793.09	67.87
07	Totals:	(36,850.00)*	26,119.99*	1,152.46*	(38,002.46)*	103.12*
12	Debt Service Fund					
	Property Tax Revenue	146,067.00	2,223.23	142,164.03	3,902.97	2.67

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Deer Ridge SSA Repayments	33,000.00	2,504.70	19,822.90	13,177.10	39.93
	Revenue from Bonds/Loans	140,000.00	0.00	0.00	140,000.00	100.00
	Interest Income	1,500.00	553.93	2,229.01	(729.01)	(48.60)
	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	5,281.86	164,215.94	163,151.06	49.83
	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)*	5,281.86*	159,309.69*	(165,942.69)*	2,501.77*
17	Water Capital Project Fund					
	Utility Usage Fees	37,000.00	3,539.99	19,732.58	17,267.42	46.66
	Utility Base/DS Fees	260,000.00	22,023.88	140,924.91	119,075.09	45.79
	Meter Replacement Fees	76,500.00	6,384.32	38,495.54	38,004.46	49.67
	Utility Capacity Fees	0.00	0.00	0.00	0.00	0.00
	Utility Exp. Fees (TAP)	4,000.00	800.00	2,800.00	1,200.00	30.00
	Revenue from Bonds/Loans	300,000.00	0.00	0.00	300,000.00	100.00
	Rental Income	6,600.00	550.00	3,300.00	3,300.00	50.00
	Interest Income	5,000.00	1,471.50	7,297.73	(2,297.73)	(45.95)
	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	34,769.69	212,550.76	476,549.24	69.15
	Salary Expense	6,000.00	0.00	6,000.00	0.00	0.00
	Legal Services	5,000.00	0.00	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	0.00	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	45,262.69	45,262.69	362,737.31	88.90
	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	45,262.69	94,472.69	601,527.31	86.42
17	Totals:	(6,900.00)*	(10,493.00)*	118,078.07*	(124,978.07)*	1,811.27*
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	0.00	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	0.00	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*	0.00*	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	664.74	3,276.90	(276.90)	(9.23)
	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	664.74	183,068.34	4,549,431.66	96.13
	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)*	664.74*	115,015.97*	(337,015.97)*	151.80*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	4,910,000.00	493,825.67	4,700,446.80	209,553.20	4.26
	Interest Income	15,000.00	4,025.50	11,134.88	3,865.12	25.76
	REVENUE Totals:	4,925,000.00	497,851.17	4,711,581.68	213,418.32	4.33
	Other Professional Services	50,000.00	6,281.16	41,322.43	8,677.57	17.35
	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	6,281.16	2,308,557.84	2,631,442.16	53.26
	25 Totals:	(15,000.00)*	491,570.01*	2,403,023.84*	(2,418,023.84)*	16,120.15*
	REVENUE TOTAL	22,279,483.00**	1,661,140.28**	10,674,624.06**		
	EXPENSE TOTAL	23,407,405.00**	897,469.29**	7,029,387.38**		
	GRAND TOTAL	(1,127,922.00)**	763,670.99**	3,645,236.68**		

MINUTES of a regular public meeting of the City Council of the City of Wilmington, Will County, Illinois, held in the Council Chambers, 1165 South Water Street, Wilmington, Illinois, in said City, at 7:00 o'clock P.M., on the 20th day of November, 2018.

\* \* \*

The Mayor called the meeting to order and directed the Deputy City Clerk to call the roll.

Upon the roll being called, the following Aldermen answered present:

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The following Aldermen were absent: \_\_\_\_\_

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Alderman \_\_\_\_\_ presented and the Deputy City Clerk read in full an ordinance as follows:

**ORDINANCE NO. 18-20-11-05**

AN ORDINANCE providing for the issuance of not to exceed \$140,000 General Obligation Limited Tax Bonds, Series 2018 of the City of Wilmington, Will County, Illinois, and for the levy of a direct annual tax to pay the principal and interest on said bonds.

\* \* \*

WHEREAS, the City of Wilmington, Will County, Illinois (the "*City*"), is a duly organized and existing municipality and unit of local government of the State of Illinois, and is now operating under and pursuant to the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto (the "*Municipal Code*"), including the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"); and

WHEREAS, the City has issued and now has outstanding and unpaid its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015 (the "*Outstanding Obligations*"); and

WHEREAS, it is necessary and desirable to refund all or a portion of the principal and interest due on December 1, 2018, with respect to the Outstanding Obligations (the "*Refunding*"); and

WHEREAS, the Outstanding Obligations are presently outstanding and unpaid and are binding and subsisting legal obligations of the City; and

WHEREAS, the City Council of the City (the "*Corporate Authorities*") finds that it does not have sufficient funds on hand (i) for the Refunding, and (ii) to finance certain capital improvements in and for the City (the "*Project*"), and that the cost thereof, including legal, financial and other expenses, will be not more than \$140,000, and that it is necessary and for the best interests of the City that it borrow a sum of not to exceed \$140,000 and issue bonds of the City to evidence the borrowing; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Mayor of the Corporate Authorities, on the 6th day of November, 2018, held a public hearing (the "*Hearing*"), concerning the intent of the Corporate Authorities to sell said bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Free Press Advocate*, the same being a newspaper of general circulation in the City, and (ii) by posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities; and

WHEREAS, at the Hearing, the Corporate Authorities explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 6th day of November, 2018; and

WHEREAS, the Corporate Authorities do hereby find and determine that (a) said bonds shall be issued as limited bonds under the provisions of the Debt Reform Act, and (b) upon the issuance of the not to exceed \$140,000 General Obligation Limited Tax Bonds, Series 2018 (the "*Bonds*"), now proposed to be issued, the aggregate outstanding unpaid bonded indebtedness of the City, including said bonds, is not more than one-half of one percent of the total assessed valuation of all taxable property in the City as last equalized and determined, and pursuant to the provisions of the Debt Reform Act and Section 8-5-16 of the Municipal Code, it is not necessary to submit the proposition of issuing said bonds to the voters of the City for approval:

Now, THEREFORE, Be It Ordained by the Corporate Authorities of the City of Wilmington, Will County, Illinois, as follows:



*Section 1. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2. Authorization.* It is hereby found and determined that the City has been authorized by law to borrow the sum of not to exceed \$140,000 upon the credit of the City and as evidence of such indebtedness to issue bonds of the City in said amount, the proceeds of said Bonds to be used for the Refunding and to finance the Project, and it is necessary and for the best interests of the City that there be issued at this time not to exceed \$140,000 of the bonds, as defined in Section 3 hereof, so authorized.

*Section 3. Bond Details.* There be borrowed on the credit of and for and on behalf of the City the not to exceed sum of \$140,000 for the purposes aforesaid. The Bonds shall be dated as set forth in the bond order supplementing this Ordinance (the "*Bond Order*"), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5 each and authorized integral multiples thereof, shall be numbered 1, and the Bonds shall become due and payable (without option of prior redemption) on November 15, 2019, and shall bear interest at the rate as set forth in the Bond Order.

The Bonds shall bear interest from their date until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on November 15, 2019. Interest on each Bond shall be paid by check or draft of the bond registrar and paying agent (the "*Bond Registrar*") as set forth and named in the Bond Order, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on November 1, 2019. The

principal of the Bonds shall be payable in lawful money of the United States of America at the office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signature of the Mayor and attested to by the manual or facsimile signature of the Deputy City Clerk, and the seal of the City shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 4. Registration of Bonds; Persons Treated as Owners.* The City shall cause books for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on November 1, 2019 and ending at the opening of business on November 15, 2019.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 5. Form of Bond.* The Bonds shall be in substantially the following form:

REGISTERED  
No. R-1

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTY OF WILL**

**CITY OF WILMINGTON**

**GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2018**

Interest  
Rate  
\_\_\_\_\_%

Maturity  
Date  
November 15, 2019

Dated  
Date  
\_\_\_\_\_, 2018

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Wilmington, Will County, Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond at the Interest Rate per annum set forth above on November 15, 2018, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the office of the \_\_\_\_\_, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on November 1, 2019 and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such

registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] This Bond is issued by the City for refunding certain outstanding obligations of the City, financing certain capital improvements in and for the City, and for the payment of the expenses incident thereto, pursuant to and in all respects in full compliance with the provisions of the Section 8-5-16 of the Municipal Code of the State of Illinois, Bond Issue Notification Act of the State of Illinois, the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Corporate Authorities of the City by an ordinance duly and properly adopted for that purpose, in all respects as provided by law.

[3] This Bond is not subject to optional redemption prior to maturity.

[4] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the office of the Bond Registrar in \_\_\_\_\_, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[5] The City hereby designates this Bond as a qualified tax-exempt obligation to qualify this Bond for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986, as amended, relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

[6] The Bonds are issued in fully registered form in the denomination of \$5 each or authorized integral multiples thereof. This Bond may be exchanged at the office of the Bond

Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on November 1, 2019 and ending at the opening of business on November 15, 2019.

[7] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[8] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the City and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Law*"). The Law provides that the annual amount of the taxes to be extended to pay the issue of Bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) hereafter issued by the City shall not exceed the debt service extension base (as defined in the Law) of the City (the "*Base*"), as more fully described in the proceedings of the City providing for the issue of this Bond. The City is authorized to issue from time to time additional limited bonds payable from the Base, as

permitted by law, and to determine the lien priority of payments to be made from the Base to pay the City's limited bonds.

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

[10] IN WITNESS WHEREOF, said City of Wilmington, Will County, Illinois, by its City Council, has caused its corporate seal to be hereunto affixed or printed hereon, and this Bond to be signed by the manual or duly authorized facsimile signature of the Mayor and be attested by the manual or duly authorized facsimile signature of the Deputy City Clerk, all as of the Dated Date identified above.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

Date of Authentication: \_\_\_\_\_, 2018

CERTIFICATE  
OF  
AUTHENTICATION

Bond Registrar and Paying Agent:  
\_\_\_\_\_, Illinois

This Bond is described in the within mentioned ordinance and is the General Obligation Limited Tax Bond, Series 2018 of the City of Wilmington, Will County, Illinois.

\_\_\_\_\_, as Bond Registrar



(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

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

Signature guaranteed: \_\_\_\_\_

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

*Section 6. Sale of Bonds.* The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the City, and be by said Treasurer delivered to the purchaser thereof (the “*Purchaser*”) as set forth in the Bond Order, upon receipt of the purchase price therefor, the same being par for the Bonds; the contract for the sale of the Bonds heretofore entered into (the “*Purchase Contract*”), as applicable, is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

If applicable, the use by the Purchaser of any Preliminary Offering Memorandum and any final Offering Memorandum relating to the Bonds (the “*Offering Memorandum*”) is hereby ratified, approved and authorized; the execution and delivery of the Offering Memorandum is hereby authorized; and the officers of the Corporate Authorities are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Offering Memorandum, the Offering Memorandum and the Bonds.

*Section 7. Tax Levy.* In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the City a direct

annual tax for each of the years while the Bonds or any of them are outstanding, and that there be and there is hereby levied upon all of the taxable property in the City, the direct annual tax as provided in the Bond Order in an annual amount not to exceed \$156,000.

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

*Section 8. Filing of Ordinance.* Forthwith upon the passage and effective date of this Ordinance, the Deputy City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of The County of Will, Illinois (the “*County Clerk*”), and it shall be the duty of the County Clerk to annually in and for each of the levy years as provided in the Bond Order, inclusive to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in said year for City purposes, in order to raise the amount aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general purposes of the City, and when collected, the taxes hereby levied shall be

placed to the credit of a special fund to be designated “Bond and Interest Fund of 2018” (the “*Bond Fund*”), which taxes are hereby irrevocably, pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

*Section 9. Limitation on Extension; General Obligation Pledge; Additional Obligations.* Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) hereafter issued by the City shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the City (the “*Base*”).

No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the City.

The City is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the City’s limited bonds.

*Section 10. Use of Bond Proceeds.* Any accrued interest received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. Principal proceeds (including premium, if any) of the Bonds in the amount of \$121,650 are hereby appropriated for the purpose of paying the principal of and interest on the Outstanding Obligations on December 1, 2018. The remaining principal proceeds are hereby appropriated to paying the costs of issuance of the Bonds and for the purpose of paying the cost of the Project and shall be deposited into the 2018 Project Fund of the City (the “*Project Fund*”).

*Section 11. Not Private Activity Bonds.* None of the Bonds is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the City certifies, represents and covenants as follows: The certifications, covenants and representations contained herein and at the time of the closing are made on behalf of the City for the benefit of the owners from time to time of the Bonds.

A. No direct or indirect payments are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit.

B. None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

C. No user of the project, as applicable, other than the City or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person other than the City or another governmental unit will be a user of the project as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other arrangement.

*Section 12. Tax Covenants.* In order to preserve the exclusion of interest on the Bonds from gross income for federal tax purposes under Section 103 of the Code and as an inducement to underwriters of the Bonds, the City represents, covenants and agrees that:

A. No more than 10% of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, this Ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

B. No more than 5% of the Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

C. The City reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) above or the private loan test described in paragraph (b) above during the entire term of the Bonds.

D. Neither the City nor the Corporate Authorities will take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City or the Corporate Authorities act in any other manner which would adversely affect such exclusion.

E. It shall not be an event of default under this Ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

F. These covenants are based solely on current law in effect and in existence of the date of delivery of the Bonds.

*Section 13. Bank-Qualified Bonds.* Pursuant to Section 265(b)(3) of the Code, the City as applicable at the time of sale and delivery of Bonds shall designate such Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. The City by any such designation represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the City and all subordinate entities (of which there are none) of the City during

the calendar year in which the Bonds are issued will not exceed \$10,000,000 within the meaning of or to be taken into account under Section 265(b)(3) of the Code. The City by any such designation covenants that in that connection it will not so designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section, the term “tax-exempt obligations” includes “qualified 501(c)(3) bonds” (as defined in the Section 145 of the Code) but does not include other “private activity bonds” (as defined in Section 141 of the Code).

*Section 14. Noncompliance with Tax Covenants.* Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the “*Tax Sections*”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the “*Tax Exemption*”) need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

*Section 15. List of Bondholders.* The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

*Section 16. Duties of Bond Registrar.* If requested by the Bond Registrar, the Mayor and Deputy City Clerk of the Corporate Authorities are authorized to execute the Bond Registrar’s standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(e) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 17. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 18. Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.



Adopted November 20, 2018.

---

Mayor

Attest:

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Deputy City Clerk

(SEAL)

Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_  
seconded the motion that said ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon  
the motion to adopt said ordinance.

Upon the roll being called, the following Aldermen voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following Aldermen voted NAY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved  
and signed the same in open meeting and directed the Deputy City Clerk to record the same in  
full in the records of the City Council of the City of Wilmington, Will County, Illinois, which  
was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said  
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF WILL         )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Deputy City Clerk of the City Council of the City of Wilmington, Will County, Illinois (the “*Council*”), and as such official am the keeper of the records and files of the Corporate Authorities.

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 20th day of November, 2018, insofar as the same relates to the adoption of Ordinance No.18-20-11-05 entitled:

AN ORDINANCE providing for the issuance of not to exceed \$140,000 General Obligation Limited Tax Bonds, Series 2018 of the City of Wilmington, Will County, Illinois, and for the levy of a direct annual tax to pay the principal and interest on said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Municipal Code of the State of Illinois, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this 20th day of November, 2018.

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF WILL         )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Will, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2018, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$140,000 General Obligation Limited Tax Bonds, Series 2018 of the City of Wilmington, Will County, Illinois, and for the levy of a direct annual tax to pay the principal and interest on said bonds.

duly adopted by the City Council of the City of Wilmington, Will County, Illinois, on the 20th day of November, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2018.

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County Clerk of the County of Will, Illinois

Local Agency City of Wilmington	 <b>Illinois Department of Transportation</b>  <b>Economic Development</b> <b>Program Agreement – AMENDMENT #2</b>	Job Number - Construction C-91-462-12
Section 08-00042-00-WR		Job Number - Engineering D-91-462-12

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

**Location**

Local Name South Arsenal Road Route Off-System Length 0.30 mi.  
Termini At IL. Rte 53

Current Jurisdiction LPA/STATE

**Project Description**

Roadway Improvements include the following:

- Install a traffic signal at the intersection of Illinois Route 53 and South Arsenal Road.
- Interconnect the traffic signal at IL 53 and South Arsenal Road to the traffic signal at IL 53 and New River Road.
- Offset the southbound left-turn lane along IL 53 at South Arsenal Road. Stripe out the existing southbound left-turn lane.
- Widen and reconstruct South Arsenal Road to a 5-lane cross section between IL 53 and Prairie Drive (approximately 1,500 feet).
- Extend southbound right turn lane at IL Route 53 (approximately 300 feet).
- Construct two (2) additional culverts under IL 53
- Relocate Nicor gas line

**Division of Cost**

Type of Work	EDP (1)	(%)	LA (2)	(%)	Total
Participating Construction	2,538,838.00	( )	( )	( )	2,538,838
Non-Participating Construction		( )		( )	0
Preliminary Engineering	468,378.00	( )	29,165.00	( )	497,543
Construction Engineering	296,462.00	( )		( )	296,462
		( )		( )	0
		( )		( )	0
		( )		( )	0
<b>TOTAL</b>	<b>\$3,303,678</b>		<b>\$29,165</b>		<b>\$3,332,843</b>

Note

- 1/ The STATE will reimburse the LA for eligible construction and engineering costs of the project subject to a maximum of \$ .
- 2/ Any remaining balance shall be the responsibility of the LA in the event the Economic Development funds are not sufficient to cover the project costs.

The STATE will pay the LA, 95% of its share of the construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice.

The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and include orders of payment by the LA.

The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

## Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
7. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by .
8. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. The LA has entered into an economic development agreement with                    herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form should be attached as "Exhibit B". The agreement between the LA and the COMPANY delineating the reporting requirements is attached as "Exhibit C".
12. It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment (Exhibit "B") required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the COMPANY's commitment.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency City of Wilmington	Section 08-00042-00-WR
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**EXHIBITS**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B – Employee Reporting Form

Exhibit C - Local Agency/Company Agreement

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Name of Official (Print or Type Name)

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature) Date

The above signature certifies the agency's TIN number is \_\_\_\_\_  
conducting business as a Governmental  
Entity.

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary of Transportation Date

By: \_\_\_\_\_  
Erin Aleman, Director of Planning & Programming Date

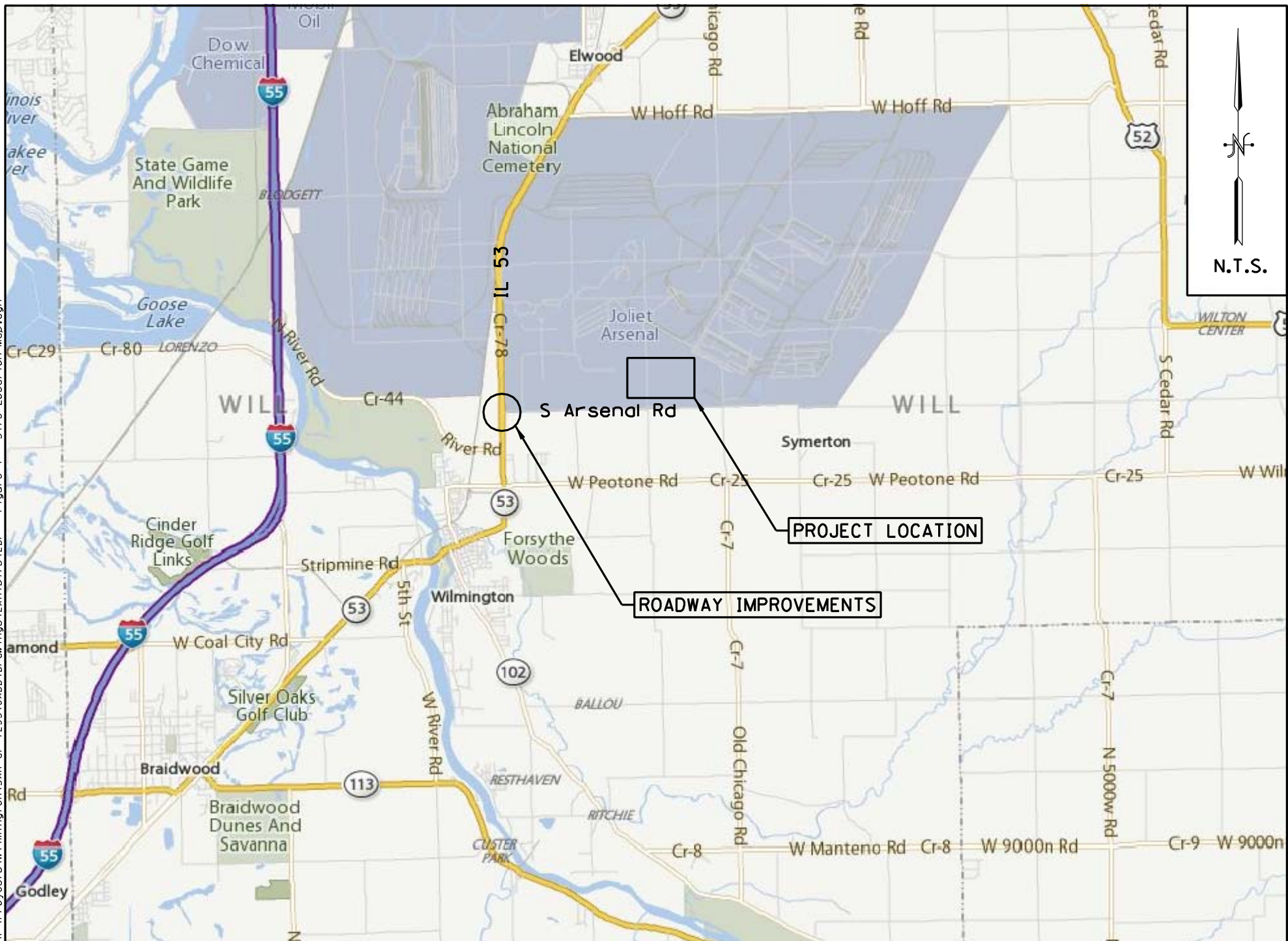
\_\_\_\_\_  
Erin Aleman, Director of Planning & Programming Date

\_\_\_\_\_  
Philip C. Kaufmann, Chief Counsel Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO) Date

Local Agency City of Wilmington	Section 08-00042-00-WR
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PRINTED DATE: 11/29/2012  
FILE PATH: K:\Projects\Wilmington\SAR of IL53\CADD\Drawings\Exhibits\EDP - Figure 1 - Site Location Map.dgn





ORDINANCE NO. 18-11-20-02

AN ORDINANCE AMENDING THE FAÇADE IMPROVEMENT GRANT PROGRAM  
IN B2A-CENTRAL BUSINESS ZONED AREAS  
WITHIN THE CITY OF WILMINGTON, ILLINOIS

WHEREAS, the City of Wilmington Council finds that offering incentives for aesthetic improvements to buildings located in the Downtown Business District with B2A-Central Business Zoning; and

WHEREAS, the City of Wilmington Council desires that Façade Improvement incentives shall be made in accordance with written Development Agreement approved by the governing body; and

WHEREAS, the City of Wilmington Council passed Ordinance No. 06-07-05-02 on July 5, 2006, and had implemented a series of improvement projects in the Downtown Business District; and

WHEREAS, the City of Wilmington Council finds that the modified policy for the Downtown Business District Façade Improvement Program attached hereto as Exhibit "A" benefits the economic vitality and welfare of the City and is in the best interests of its citizens, property owners, businesses and visitors.

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

**SECTION 1: FAÇADE IMPROVEMENT GRANT PROGRAM ESTABLISHED**

That a Façade Improvement Grant Program is hereby established for the Downtown Business District with B2A-Central Business Zoning in the City of Wilmington in accordance with the guidelines established in Exhibit A.

**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, 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**

The City Clerk shall certify to the adoption of this ordinance it shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this 20<sup>th</sup> day of November, 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 20<sup>th</sup> day of November, 2018

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

Attest:

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



EXHIBIT A  
CITY OF WILMINGTON  
FAÇADE IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between the City of Wilmington, Illinois (hereinafter referred to as the “City”) and the following  
designated PROPERTY OWNER:

Property Owner’s Name: \_\_\_\_\_  
(hereinafter referred to as the “PROPERTY OWNER”)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Project Address: \_\_\_\_\_

Property Index Number: \_\_\_\_\_

WITNESSETH

WHEREAS, the City has established a Façade Improvement Grant Program for application to  
buildings located in the Downtown Business District with B2A-Central Business Zoning; 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 the Downtown Business District 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 PROPERTY OWNER'S property is located within the Downtown Business District with B2A-Central Business Zoning and the PROPERTY OWNER desires 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 PROPERTY OWNER 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 – Subject to available funding, the approval of the façade improvement designs by the City Council, and the Property Owner's compliance with the provisions of this ordinance, the City shall share up to either \$\_\_\_\_\_ OR one-half (1/2) of the actual and certified façade improvement costs and fees, whichever is less.

SECTION THREE: DESIGN APPROVAL - No façade improvement work shall be undertaken until the design therefor has been submitted to the City's Building Department, reviewed by the appropriate City Council committee, and approved by the City Council. The PROPERTY OWNER's design drawings and specifications for the improvements shall be attached hereto as Exhibit IV. Following approval, the PROPERTY OWNER 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 PROPERTY OWNER 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 City's Building Department, the OWNER 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 shall submit to the City proof of the actual façade improvement costs and proof of payment in full of the actual façade improvement costs pursuant to the contractor's and architect's statements certified under oath.

Upon the PROPERTY OWNER'S submittal of all required documents and review by the appropriate City Council Committee and approval by the City Council, the City shall issue a check to the OWNER consistent with Section Two above.

SECTION SIX: FAILURE TO COMPLETE THE WORK - If the OWNER 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. The CITY may, at its sole discretion, grant a single one-year extension to the end of the following program year due to unforeseen circumstances that have prevented the completion of the project.

SECTION SEVEN: UNRELATED IMPROVEMENTS - Nothing herein is intended to limit, restrict or prohibit the OWNER 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 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 to inform any subsequent owner or lessee of this Agreement.

SECTION NINE: MAINTENANCE - Upon completion of the improvement work pursuant to this Agreement and for a period of five (5) years thereafter, the OWNER shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the OWNER shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are submitted to the City Administrator, reviewed by the City's Building Department and the appropriate City Council Committee, and approved by the City Council. OWNER agrees to execute and record a restrictive covenant regarding the maintenance of improvements completed per this agreement.

SECTION TEN: 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 ELEVEN: INDEMNIFICATION - The OWNER agrees 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 (hereinafter referred to as "Agents"), individually and collectively, from any suits and from any claims, demands, losses, damages, liabilities, expenses, judgments, or setoffs of any conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected directly or indirectly with the facade improvements, façade improvement

program or agreement, or other actions arising therefrom including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30.01 et seq.). The obligation of the OWNER 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 related liabilities, expenses, costs of any kind and fees; it being understood that the OWNER 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 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.

SECTION TWELVE: 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 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 have agreed to pay pursuant to this Agreement and which have become due and remain unpaid.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – The OWNER 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 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, building codes, development codes, policies, rules and regulations.

[SIGNATURE PAGE TO FOLLOW]

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

PROPERTY OWNER

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

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

CITY OF WILMINGTON

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

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

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

ATTEST:

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

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

Its: City Clerk \_\_\_\_\_





File Number: \_\_\_\_\_

I, \_\_\_\_\_ hereby make application to the City of Wilmington for a Façade 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 Façade Improvement Grant Program Agreement, and if approved, I understand that all work performed is subject to development, building, zoning, permit and Agreement provisions.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

*Please return completed application to:*

*City Administrator  
City of Wilmington  
1165 S. 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 1-815-476-2175.*

File Number: \_\_\_\_\_

**INSERT PHOTOGRAPHS OF STORE FRONT PRIOR TO IMPROVEMENTS BEING MADE**

## Checklist of Items that must be submitted

- Completed and signed application
- Proof of Ownership
- Lease Agreement (if applicable)
- Renovation Plans
- Contractor Agreements
- Architect Agreement (if applicable)

## **ORDINANCE NO. 18-11-20-03**

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

**WHEREAS**, there are currently approximately 170 vacant residentially zoned platted lots in the City of Wilmington; and

**WHEREAS**, the Governing Body of the City of Wilmington has determined that 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**, the Governing Body of the City of Wilmington believes that waiving the various impact and connection fees for the next ten (10) 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.

**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: ELIGIBILITY**

- This incentive is valid until ten residential permit application are completed.
- All ad valorem property taxes and special assessments, if any, on the property for which the application is submitted may not be delinquent. If any ad valorem property taxes and any special assessments are delinquent, the property will not be eligible for the program until such time as all taxes and special assessments due and owing are paid in full and proof thereof of provided to the City of Wilmington.
- The minimum construction valuation must be no less than \$100,000 as determined and approved on the building permit application.
- Only single-family residential structures are eligible for the program.
- Construction must be completed within the 180 days.

**SECTION 4: REPEAL OR AMENDMENT**

Ordinance No. 14-03-19-02, adopted by the Governing Body on March 19, 2014, is hereby repealed. This program may, at any time after adoption, be amended supplemented, or repealed by a majority vote of the Governing Body.

**SECTION 5: 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 6: EFFECTIVE DATE**

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

PASSED this 20<sup>th</sup> day of November, 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 20<sup>th</sup> day of November, 2018

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

Attest:

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

**ORDINANCE NO. 18-11-20-04**

**AN ORDINANCE ADOPTING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILMINGTON AND THE METROPOLITAN ALLIANCE OF POLICE WILMINGTON POLICE CHAPTER #129**

WHEREAS, the City of Wilmington (“City”) and the Metropolitan Alliance of Police Wilmington Police Chapter #129 (“Union”) are parties to an existing collective bargaining agreement;

WHEREAS, the City and the Union have negotiated a successor collective bargaining agreement.

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

**SECTION 1: ADOPTION**

A successor collective bargaining agreement between the City and the Union, attached hereto and made a part hereof as Exhibit A, is hereby adopted, and the Mayor and Deputy City Clerk are hereby authorized and directed to execute said collective bargaining agreement.

**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 after its passage, approval and publication as provided by law.

PASSED this 20th day of November, 2018 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

Kevin Kirwin

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

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

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

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

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

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

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

Approved this 20th day of November, 2018

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

Attest:

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

**AGREEMENT**

**BETWEEN**

**THE CITY OF WILMINGTON, ILLINOIS**

**AND**

**METROPOLITAN ALLIANCE OF POLICE  
WILMINGTON POLICE CHAPTER #129**

**May 1, 2018 – April 30, 2021**

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## **PREAMBLE**

**THIS AGREEMENT** is entered into by the CITY OF WILMINGTON, Illinois (the "City") and the METROPOLITAN ALLIANCE OF POLICE WILMINGTON POLICE CHAPTER, #129 (the "Union") this \_\_\_\_\_ day of November, 2018, and is in recognition of the Union's status as the representative of certain of the City's full-time employees and has as its basic purpose the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work; and other conditions of employment for employees of the City in the unit described in Article I hereof. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Union do mutually promise and agree as follows:

**ARTICLE I**  
**RECOGNITION OF BARGAINING AGENT**

**Section 1.1**     **Recognition of Bargaining Agent.** The City agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

All full-time sworn peace officers of the rank of sergeant and below, excluding the Chief of Police, Lieutenants, part-time officers, civilian employees and any supervisory, managerial or confidential employees and all other employees of the City of Wilmington.

The probationary period shall be eighteen (18) months following the officer's date of hire. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefit under this Agreement, except as limited by the express terms of this Agreement, which limitations include that the City may suspend or discharge a probationary employee without cause, and such employee shall have no recourse to the grievance procedure or the Wilmington Board of Police Commissioners to contest the suspension or discharge.

**Section 1.2**     **Fair Representation.** The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

**Section 1.3**     **Gender.** In this contract, the pronouns "He, Him, and His" shall refer to both male and female employees equally.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 2.1 Management Rights.** Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Wilmington Board of Police Commissioners, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to deploy employees both internally and externally to other police-related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance, standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign employees to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the City Mayor, Police Chief or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of the City.

**Section 2.2 Authority of the Wilmington Board of Police Commissioners.** Except as otherwise modified herein, this Agreement is not intended and shall not be construed to diminish or modify the authority of the Wilmington Board of Police Commissioners, or any successor to it. The parties hereto expressly recognize the existing authority of said Board except as otherwise modified herein.

**Section 2.3 Work Rules, General Orders and Regulations.** The City may adopt, change or modify work rules, general orders and regulations ("work rules"). The City agrees to post or make available in the department a copy of its applicable work rules where such rules exist in writing. Whenever the City changes rules or issues new rules applicable to employees, the Union will be given at least three (3) days' prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the City within that three (3) day period before they become effective if the Union so requests.

**ARTICLE III**  
**PERSONNEL FILES**

**Section 3.1** **Review of Personnel Files.** All employees may review their respective personnel files pursuant to "Access to Personnel Records Act", Illinois Compiled Statutes Chapter 820, Section 40/11 et seq. It is agreed that any grievance related to this Section may be processed only up to Step 3 of the grievance procedure.

**Section 3.2** **Purge of Personnel File.** Any written reprimand, except written warnings regarding violations of major conduct rules, shall be removed from the employee's record if, from the date of the last reprimand, eighteen (18) months have passed without the Police Officer receiving an additional reprimand or discipline for the same or substantially similar offense. Any suspension from duty due to disciplinary action shall remain in the effected officer's personnel file indefinitely.

**ARTICLE IV**  
**UNION SECURITY**

**Section 4.1 Dues Check-off.** While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. The City will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked.

Total deductions collected for each calendar month shall be remitted by the City to an address provided by the Union not later than the fifteenth (15th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues check-off may do so at any time upon written notice to the City. Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article V of this Agreement (No Strike-No Lockout).

**Section 4.2 Union Indemnification.** The Metropolitan Alliance of Police shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all legal costs including attorneys' fees incurred by the City that may arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the City does not initiate or prosecute such action (other than to enforce the Union's indemnification obligations in light of action brought against the City by a third party).

**Section 4.3 Bulletin Board.** The City will make bulletin board space available in or proximate to the squad room, for posting of Union notices of meetings, the seniority roster, notices of educational opportunities, and notices of extra duty opportunities. The Union shall provide the bulletin board. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. All material shall be signed and approved by an authorized representative of the Union prior to posting.

**Section 4.4 Union Business.** Union officers holding the positions of President, Vice President and Secretary shall be entitled to conduct Union business for a period of ten minutes per day while on duty.

**ARTICLE V**  
**NO STRIKE, NO LOCKOUT**

**Section 5.1** **No Strike.** Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary, boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the- rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Officers who violate this clause shall be subject to discipline.

Any grievance filed under this section shall be solely limited to the issue of whether the employee or employees violated this section.

**Section 5.2** **No Lockout.** The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union. A "lockout" shall refer to a refusal by the City to allow employees to work in order to obtain a concession with regard to rates of pay, hours of work and other conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.



**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**Section 6.1 Definition of Grievance.** A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. This grievance procedure shall supersede any other City grievance procedure.

**Section 6.2 Grievance Procedure.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or a Union Officer within seven (7) working days after the occurrence of the event giving rise to the grievance, or within seven (7) working days after the date when the employee or the Union Officer should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure (a working day includes all days whether the affected employee does or does not actually work, but shall not include Saturdays, Sundays, and holidays observed by the City):

**Step One: Chief of Police.** The employee shall give written notification of his grievance to the Chief of Police. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. The employee and a representative of the Union (if requested by the employee) may meet with the Chief to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief or his designee shall give a written answer within seven (7) working days of the date of the discussion.

**Step Two: Appeal to City Administrator.** If the grievance is not settled in Step One, or if a timely answer is not given, the employee may, within seven (7) working days thereafter, file with the City Administrator, a written appeal signed by the employee. The employee and a representative of the Union (if requested by employee) will meet with the City Administrator or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the City Administrator or his designee will give his answer in writing within seven (7) working days of the date of the discussion.

**Step Three: Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Administrator and the Office of the Chief of Police within seven (7) working days after receipt of the City Administrator's answer in Step Two.

- A. If the parties are unable to agree upon an arbitrator within seven (7) working days after the City receives the notice of referral, the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Upon receipt of the panel, the Union shall strike two names, the City shall then strike two names, then the Union shall strike one name, and then the City shall strike one name, and the person whose name

remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one ( 1) panel of arbitrators in its entirety and request that a new panel be submitted.

- B. The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of City and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.
- C. The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the City or its Board of Police Commissioners under applicable statutory and case law.

Any decision or award of the arbitrator rendered consistent with this Article, shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 6.3** **Time Limits.** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City and shall not be subject to further appeal. If the City fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step. No grievance shall be time barred due to a "clerical or ministerial error".

**Section 6.4 Investigation and Discussion.** All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. No time spent on grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless the Police Chief provides written authorization to the contrary.

**Section 6.5 Promotions, Demotions and Disciplinary Suspensions of Three or Less Days.** It is understood that promotions, demotions, and disciplinary suspensions of three or less days are subject to the jurisdiction of the Chief and the Wilmington Board of Police Commissioners (or any successor to it) and are not subject to this grievance procedure. However, in the event the Chief takes action against an employee to impose a suspension of three or less days, the employee and a representative of the Union may request a meeting with the Chief to discuss the matter.

**ARTICLE VII**  
**HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME**

**Section 7.1 Purpose.** This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

**Section 7.2 Shift Schedule.** Covered employees shall be entitled to pick permanent work shifts on a seniority basis, although the Department may designate how many sergeants need to be on each shift. Said shifts shall be selected on an annual basis. The City shall post each year's schedule on November 1st upon which each officer will pick his desired shift. This does not preclude the right of the City, after first discussing the matter with the Chapter President, to adjust and balance the selections in this process to ensure that at least one Experienced Officer is scheduled for each shift. An "Experienced Officer" is an officer who has two (2) or more combined years of full-time law enforcement service as a police officer for the Wilmington Police Department and/or another state or federal law enforcement agency (including municipal and county agencies). The new schedule will then become effective on January 1st of the following year and will remain in effect until December 31st of the same year. The City may change the established schedule from time to time as operational needs dictate. If a change in the current schedule is contemplated which will affect a majority, more than fifty percent of the bargaining unit, the Chief or his/her designee will discuss such changes with bargaining unit representatives prior to such implementation. The City will give affected employees at least ten (10) calendar days written notice prior to the actual implementation of any deviation from the established schedule.

The City shall provide to all employees covered by this Agreement, a written work schedule for a period of at least ninety (90) days in duration. Said schedule shall be posted at least thirty (30) days prior to its effective date.

**Section 7.3 Normal Workday.** Except as provided elsewhere in this Article, the normal workday will be determined by the shift schedule applicable to each employee. The Chief or his designee shall have the right to modify from time to time the length of employee shifts. For employees working eight (8) hour shift schedules, normal workdays will consist of ten (10) eight (8) hour shifts within a fourteen (14) day work period. For employees working nine (9) hour shift schedules, normal workdays will consist of eight (8) nine (9) hour shifts and one (1) eight (8) hour shift within a fourteen (14) day work period. For employees working ten (10) hour shifts, normal workdays will consist of eight (8) ten (10) hour shifts within a fourteen (14) day work period. For employees working twelve (12) hour shift schedules, normal workdays will consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift within a fourteen (14) day work period. Regardless of the shift schedule, the normal pay period and 7(k) work period will be two (2) consecutive weeks (*i.e.*, fourteen (14) consecutive days).

The normal workday for employees working eight (8) hour, nine (9) hour, ten (10) hour or twelve (12) hour shift schedules shall include a thirty (30) minute paid lunch period and two (2) fifteen (15) minute paid break periods provided, however, that the lunch period may not be combined with the break periods. If Officer's lunch is seriously interrupted by emergency work duties, the Officer shall be allowed to take the remainder of the lunch period to account for his full thirty (30) minutes lunch period, work load permitting, at a later point during the same workday.

Prior to utilizing break time, the officer will obtain the permission of the sergeant on duty or the shift commander. Covered Employees, except in emergency situations, will be relieved for meal break near the middle of the shift. If required to work during lunch, covered employees will be paid time and one-half for their meal break. The employer will make every reasonable effort to allow covered employees to fully utilize their break periods.

#### **Section 7.4 Overtime Hours and Scheduling.**

**7.4.1 Overtime Pay.** Covered Employees shall receive payment at time and one-half their regular hourly rate of pay for all hours worked in excess of a regularly scheduled shift. For purposes of overtime calculation, hours worked shall mean and include all hours actually worked, including but not limited to: vacation time, personal days, holiday leave, with the exception of sick time. Sick time will not be included toward the calculation for overtime pay.

For overtime which is planned at least 72 hours prior to the anticipated use, overtime shall (first be offered to full-time covered employees), on a rotating basis. The overtime rotation shall be based on the offer of overtime, regardless of whether or not the overtime is worked.

For overtime which is planned less than 72 hours in advance, every attempt shall be made to distribute the overtime fairly and equitably. Any shift open for less than 72 hours advance notice may be offered to part time officers.

**Section 7.5 Court Time.** An officer who is required by the City to be in court while off duty, shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay for hours spent on court time, with a minimum of two (2) hours compensation.

**Section 7.6 Call-Out Pay.** A "call out" is defined as an official assignment of work which does not continuously precede or follow an Officer's regularly scheduled working hours. Call-outs shall be compensated at time and one half (1/2) for all hours worked on call-out. A minimum of three (3) hour's pay will be guaranteed for all call-outs. Officers shall be afforded a minimum of one (1) hour pay for range practice and departmental meetings.

**Section 7.7 Required Overtime.** The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments.

**Section 7.8 No Pyramiding.** Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

**Section 7.9 Extra Details.** The parties agree that when extra security or traffic details are available, for example, Jubilees, Carnivals or special events, that these extra details shall be offered to sworn employees who have completed their field training program and have requested to be considered for such assignments on a seniority-rotating basis, and that the extra detail seniority list shall be exhausted before any extra details are filled by sworn part-time or civilian personnel.

**Section 7.10 Compensatory Time.** An officer may elect to bank overtime hours into a comp time bank if previously approved by the Chief of Police. The hours will compute to time and one-half (1½) for the hours worked and allowed up to eighty (80) hours of time. The hours will be taken by the officer as time off and the time off will be covered by a part time officer, with the approval of the Chief of Police. The time will be denied if a part time officer is not allowed in the circumstance or is unavailable to work. In the case that the employee is unable to take the requested time off due to unavailable part timers, the employee may request a pay out of the bank of time once the denial of time is documented by the Chief of Police as such and the payout request shall be made on an annual basis before October 30th of each year.

**ARTICLE VIII**  
**VACATIONS**

**Section 8.1 Eligibility and Allowances.** All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Employees start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule for any and all employees hired before 01/01/2012:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>VACATION WEEKS PER YEAR</b>
After one (1) year of employment	Eighty (80) Hours
Upon completing five (5) years of service	One Hundred and Twenty (120) Hours
Upon completing nine (9) years of service	One Hundred and Sixty (160) Hours
Upon completing fourteen (14) years of service	Two Hundred (200) Hours
Upon completing twenty-four (24) years of service	Two Hundred and Forty (240) Hours

The probationary period shall be counted as continuous service when calculating vacation benefits.

Upon termination any earned but unused vacation shall be liquidated in a cash payment to the terminating employee.

For any and all new employees hired after 01/01/2012, the new vacation schedule shall be as follows:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>VACATION WEEKS PER YEAR</b>
After one (1) year of employment	Eighty (80) Hours
Upon completing five (5) years of service	One Hundred and Twenty (120) Hours
Upon completing ten (10) years of service	One Hundred and Sixty (160) Hours
Upon completing fourteen (14) years of service	Two Hundred (200) Hours
Upon completing twenty-four (24) years of service	Two Hundred and Forty (240) Hours

**Section 8.2** **Vacation Pay.** The rate of vacation pay shall be the employee's regular straight- time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**Section 8.3** **Time for Vacations.** Vacation time must be taken during the twelve (12) month period following accrual unless vacation has been denied by the City due to its operations. All scheduled vacation time must be submitted and scheduled for use by October 1st regardless of the date of vacation requested. Any vacation time not used or scheduled by October 1st shall be sold back to the City at the officer's normal rate of pay. The City shall provide a separate lump-sum monetary payment for unused vacation-time by December 1st. Vacation time, once sold back to the City, shall no longer be available for use by the affected employee.

**Section 8.4** **Scheduling.** The time at which an employee shall take his vacation and the length of said vacation leave shall be determined by the Chief of Police or his designee with due regard to the wishes of the employee and particular regard for the needs of the City services. Said vacation shall be scheduled on a seniority basis with the most senior full-time sworn Officers, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all Officers have had at least one (1) opportunity to schedule a vacation. Said selections shall take place between December 1 and January 31st of the following year.

Subsequent to each Officer being allowed an opportunity to schedule vacations, vacations shall be scheduled on a first come first served basis as needed and allowed. A portion of accrued vacation must be taken in "blocks" in accordance with this section. A "block" is defined as an officer's consecutive work days between his/her scheduled days off. An officer must schedule half of his vacation time in block. If the officer has 15 days of vacation time to use, he must schedule a block of at least seven (7) days for his vacation time; if the officer has 20 days of vacation time to use, he must schedule a block of at least ten (10) days for his vacation time; if the officer has 25 days of vacation time to use, he must schedule a block of at least twelve (12) days for his vacation time; and if the officer has 30 days of vacation time to use, he must schedule a block of at least fifteen (15) days for his vacation time.

**Section 8.5** **Calculating Length of Vacation for New Employees and in Year of Severance.** Vacation shall be earned on a pro-rate basis during an employee's first year of employment and in the employee's year of severance. For example, should an employee begin employment during May, then the following January that employee shall have earned 8/12ths of vacation time but may not take such time until completion of the full year. The same shall be true of terminating employment. Employees shall earn credit for vacation on a pro-rate basis as per the example above and shall be paid for such unused time upon severance.

**Section 8.6** **City Emergency.** In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the City Mayor, the Police Chief or their designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

**Section 8.7** **Advance of Pay During Vacation.** If a payday falls during an employee's vacation, the employee may request an advance of his pay which is due to be paid during the vacation. The request must be made in writing on a form to be provided by the City.



**Section 8.8 Termination of Employment.** Upon separation of employment from the City of Wilmington, all officers shall be eligible for accrued prorated vacation pay.

**Section 8.9 Accrual of Vacations for Employees on Special Leave.** Employees on special leave shall accrue vacation benefits as follows:

1. Employees on workers' compensation for an injury incurred while working for the City, public employee disability act leave, military leave, or sick leave for less than one hundred and eighty (180) days shall earn vacation at the normal rate.
2. Employees on special leave without pay shall not earn vacation benefits for the period of the leave.
3. With the exception of officers on military or guard service leave, time off for special leave without pay shall not be counted toward years of service for the purpose of determining the length of vacation due.
4. Employees on any other unpaid leave from the City of Wilmington shall not earn vacation benefits for the period of the leave.

**Section 8.10 Holidays within Vacation Leave.** When a holiday falls within a vacation leave, the employee shall be eligible for one additional day of vacation or a working day off at his request, with the approval of the Chief.

**ARTICLE IX**  
**HOLIDAYS**

**Section 9.1** **General Information.** The following will be recognized as holidays:

New Year's Day	January 1st
Good Friday	Friday before Easter Sunday
Memorial Day	As designated by City Council
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

Holidays shall be observed on the actual day of the holiday.

**Section 9.2** **Holiday Pay.** When a holiday occurs during an employee's vacation period or regularly assigned day off that is not worked, the employee will be paid eight (8) hours straight time, except as otherwise provided in this agreement. When an officer works on a designated holiday, the officer shall be paid time and one half for all hours worked plus straight time for all hours worked. An employee must work his scheduled day before and after a holiday unless he has authorized excuse, including but not limited to sick leave, which will require a doctor's certificate for verification and pay.

## **ARTICLE X** **INSURANCE**

**Section 10.1 Type of Insurance.** The City shall provide to all covered employees, for the duration of this Agreement, medical and dental insurance. The City agrees that the insurance coverage to be provided will be similar to typical mainstream coverage as commonly found in the marketplace and shall be no less than the coverage plans provided for the general non-bargaining unit employees of the City. The City agrees that its authority to alter coverage shall not be used to effectively negate its obligation to provide said coverage. The parties acknowledge that health insurance providers only offer a limited number of health plans. The parties acknowledge that the health insurance plans also vary between providers. The parties further acknowledge that the City's selection of health insurance plans is limited to those plans as offered by health insurance providers and consequently the City cannot guarantee a specific level of individual benefit levels in any health plan.

**Section 10.2 Terms of Insurance Policies to Govern.** The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

**Section 10.3 Life Insurance.** The City shall provide to all covered employees, for the duration of this Agreement, life insurance in the total amount of fifty thousand (\$50,000.00). The total cost of the life insurance benefits are to be paid by the City.

**Section 10.4 Limitation of Liability.** It is agreed that the extent of the City's obligation under this Article is limited solely to the payment of the cost of the premiums for the insurance program provided hereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and as governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in this Article directly to employees or their dependents or beneficiaries.

**Section 10.5 Prescription Card.** In the event that the City offers prescription card coverage to all other City employees, then the City shall provide to all covered employees, for the duration of this Agreement, a prescription card for use in providing prescriptions to the employees and the dependents of the same type and under the same conditions as is provided to all other City employees.

### **Section 10.6 Employee Health and Dental Premium Contribution.**

The City shall provide the option of HMO, HSA, and PPO insurance to all employees covered by this agreement. For any employees hired before 01/01/2012, the employee will not pay any contributions for HMO or HSA insurance and there will be a 15% employee contribution if he chooses a PPO.

The following insurance arrangements shall apply to any and all employees hired by the City of Wilmington after 01/01/2012:

	<b>HMO</b>	<b>HSA</b>	<b>PPO</b>
Single Coverage	covered in full by City	covered in full by City	15% employee contribution
Single + Dependent	10% of premium difference covered by employee	10% of premium difference covered by employee	20% employee contribution
Family Coverage	15% of premium difference covered by employee	15% of premium difference covered by employee	35% employee contribution

**ARTICLE XI**  
**SICK LEAVE**

**Section 11.1 Purpose.** The purpose of sick leave is to provide the employee with protection against loss of income due to personal sickness or injury, or for necessary care of an employee's immediate family, or for physical examinations or medical consultations which prevents the performance of normal job duties.

Sick leave may be taken because of personal illness, disability, or for the necessary care of the employee's immediate family. Sick leave may also be used for physical examinations and medical consultations.

**Section 11.2 Sick Leave.** Each employee shall accumulate sick leave at the rate of ninety-six (96) hours per calendar year. Sick leave may be accumulated at a maximum of nine-hundred sixty (960) hours. Any time accrued over the amount of nine-hundred sixty (960) hours will be paid to the employee at their regular rate of pay at that time, and checks shall be given for said unused sick leave between January 1st and January 31st of each year. Upon normal retirement (i.e., after completion of twenty (20) years of credited service and age 50 or more) or death as a result of a line-of-duty injury, an employee shall be compensated for unused sick leave at the rate of one hundred percent (100%) of his regular rate of pay on the date of retirement for all accrued and unused sick leave days accumulated as of his last day of scheduled work. This termination benefit only accrues in the event that the employee's retirement is not the result of threatened or actual disciplinary action.

As a condition to eligibility for paid sick leave under this Section, the City may require any employee to submit a physician's certification of illness for sick leave of three (3) or more consecutive workdays or when the employee (i) has had repeated illnesses of shorter periods, (ii) calls in sick on the day of, before or after a holiday, vacation day, or day off, or (iii) calls in sick within two weeks of his announced last day of employment; (iv) in such circumstances where the City has reason to believe that the employee may not be ill.

The City may also require a physician's verification that the employee is well enough to return to work.

Sick leave may not be granted in units of less than one half day. Sick leave may not be used to extend an employee's vacation time.

**Section 11.3 Personal Days.** In addition to sick days as set forth in Section 11.2, each employee covered by this agreement shall accumulate **thirty-six (36)** hours per calendar year, to be used at the employee's discretion, subject to the approval of the Chief of Police or his/her designee. Personal days may be accumulated in the same manner as sick leave described above and will be applied toward the officer's maximum accumulation of earned and unused time of nine-hundred sixty (960) hours. The Employee's birthday shall be used as an additional personal day (day off).

**Section 11.4 Notification of the Police Department.** To receive compensation while absent on sick leave, the employee shall notify the Police Department, through the on-duty dispatcher, not less than two (2) hours before the start of the shift. A failure to timely report an illness shall be considered as absence without leave.

**Section 11.5 Incentive for Not Using Sick Leave.** Compensation will be given to any employee who does not call off on sick leave for a period of six (6) months in the form of one (1) personal day, calculated at the officer's regular scheduled shift and rate of pay on a regular shift.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

**Section 12.1 Unpaid Leave of Absence.** A leave of absence without pay request must be in writing, should specify the reason for the leave and the duration. The request must be submitted to the Chief of Police. The request must be approved jointly by the Chief of Police and the City Council.

Approval of leave without pay is dependent upon circumstances in each individual case. Benefits and vacation do not accrue during unpaid leaves of absence. Vacation time must be used before a leave of absence is granted.

Ordinarily leaves without pay will not be granted for a period of more than thirty (30) days. In exceptional circumstances, extended leaves may be considered. Under no circumstances will an unpaid leave of absence be granted for employment with another employer.

**Section 12.2 Reinstatement.** Upon expiration of regularly approved leave without pay, the employee shall be offered a position comparable to that held at the time the leave was granted.

**Section 12.3 Jury Duty.** An employee covered by this agreement called for jury duty by any judicial or administrative tribunal shall be allowed time away from work, with pay, for such purposes. The employee shall provide proof of service. All covered employees shall turn over to the City any payments received for the service therefore.

**Section 12.4 Funeral and Emergency Leave.**

- a. Full-time bargaining unit employees may be granted up to three (3) consecutive scheduled duty days leave with pay in the event of the death or serious injury of a spouse, child, step-child, mother, father, grandchild, grandparent, sister or brother. Full-time bargaining unit employees may be granted up to five (5) days leave with pay to attend the funeral of a family member as set forth above, where the funeral takes place five hundred (500) miles or more away from the city. One (1) working day will be granted with pay on the day of the funeral to attend the funeral of a father-in-law, mother-in-law, son-in-law, daughter-in-law, or member of the employee's household who lives with the employee, or in other instances when approved by the Chief of Police.
- b. Upon demand of the Chief of Police, employees shall submit written official documentation (a copy of the obituary or death certificate) showing and verifying the need for the use of funeral leave.

**Section 12.5 Military Leave.** Military leave shall be granted in accordance with existing State and Federal laws.

**Section 12.6 Absence Without Leave.** Absence without leave is any absence from job responsibility without prior notification to and approval of the employee's supervisor. Unauthorized leave of absence shall be without pay and shall be the basis for disciplinary action. Three (3) consecutive days of unauthorized or unapproved leave shall constitute voluntary resignation. Reinstatement may be granted

at the City's own discretion if the employee submits an acceptable reason for not providing prior notification.

**Section 12.7 Maternity Leave.**

A. Maternity Light Duty Requests During Pregnancy

Upon written documentation from an officer's health care provider showing a medical necessity for "light duty", said "light duty" shall be granted to any female officer if such an assignment is available and consistent with the staffing needs of the Department.

B. Maternity Leave

All officers covered by this agreement shall be entitled to seek unpaid leave in relation to the birth or adoption of a child in accordance with their rights and responsibilities under the Family and Medical Leave Act (FMLA). If additional leave is required beyond what is provided under the FMLA, an officer may seek additional unpaid leave pursuant to Section 12.1 of this Agreement. An officer may elect to use accrued paid leave during any leave obtained under this Section.

**Section 12.8 Voting Time.** An employee who is eligible to vote in primary and general elections shall be granted time to vote if work for the employer would cause the employee not to have the opportunity to vote.

**Section 12.9 Insurance Coverage while on Leave.**

A. An employee may maintain insurance coverage while on any unpaid leave, other than FMLA leave by paying to the Employer, in a manner prescribed by the Employer, the entire monthly premium.

B. Employees on FMLA leave shall have their insurance coverage maintained as if they continued to be active employees. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on FMLA leave shall pay the employee portion of the premium in a manner prescribed by the Employer.

C. 1) Employees who are not eligible employees for FMLA leave, and who take Maternity Leave pursuant to Section 12.7, shall have their insurance coverage maintained as if they continued to be active employees. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on Maternity Leave shall pay the employee portion of the premium in a manner prescribed by the Employer.

2) Employees, who are eligible employees for FMLA leave, and who take Maternity Leave pursuant to Section 12.7, may maintain insurance coverage while on Maternity Leave, by paying to the Employer, in a manner prescribed by the Employer, the entire monthly premium.



**Section 12.10 Benefits and Seniority During Leave.** Employees exercising their rights under this article shall not lose seniority and benefits as allowed and/or provided in this agreement by virtue of being on a leave as contemplated in this article.

**ARTICLE XIII**  
**SENIORITY**

**Section 13.1** **Definition: Acquisition and Retention.** “Seniority” shall be defined as the length of full-time continuous service since each patrol officer's most recent date of hire. Upon completion of the probationary period, a patrol officer's seniority shall relate back to his most recent date of hire as a patrol officer and shall be retained until occurrence of one of the following:

voluntary resignation;

termination / discharge;

absence from active employment for a period equal to the patrol officer's length of service or one (1) year, whichever is less;

retirement;

failure to report for work upon the conclusion of a leave of absence or vacation; failure to report for work without notice for a period of two (2) consecutive scheduled work days.

**Section 13.2** **Seniority Lists.** The City will post a current seniority roster on or about the effective date of this Agreement and, thereafter, on or about January 1st of each year.

**ARTICLE XIV**  
**WAGES**

**Section 14.1 Wage Schedule.** Employees shall be compensated in accordance with the wage schedules attached to this Agreement, as Appendix C. Regular wages earned shall be paid through direct deposit only, into an account duly designated by the employee. Officer's to so designate such an account within ten (10) days of the execution of this agreement.

**Section 14.2 Reimbursement for Expenses.** When an employee of the City is on City business, pursuant to said duty, such as training, pick-up and/or delivery of prisoners, out of state travel on City business, said employee shall be reimbursed for expenses in the following manner: (a) up to a maximum of \$10.00 per full day for meals, provided that an officer attending a training class which is more than eight (8) hours in duration shall be entitled to compensation for one meal without regard to where said training is conducted; (b) if an employee is required to use his personal vehicle, he shall be allowed the prevailing I.R.S. rate per mile as a reimbursed expense; (c) if an employee is required to utilize overnight lodging and over 60 miles outside of city limits while traveling on City business, he shall be reimbursed this expense, however, employees are expected to be reasonable in their selection of accommodations; (d) all travel on City business outside an area of three hundred (300) miles from the City of Wilmington shall be by air (economy fair) unless the Chief of Police authorizes another mode of transportation and for travel inside an area of three hundred (300) miles from the City of Wilmington the employee will be provided with transportation expenses for the mode of travel approved by the City Council (train, City vehicle, personal vehicle, etc.). Any out of pocket expenses such as tolls, emergency repairs, parking, etc. shall be reimbursed upon presentation of receipts.

In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall comply with the City Ordinance pertaining to travel, meal, and lodging expenses, as amended from time to time by the City. The reimbursable expenses shall be paid to the employee on the next scheduled bill listing.

**Section 14.3 Outside Employment.** All covered employees of the City of Wilmington covered by this Agreement shall not be employed in other occupations without the approval of the Chief of Police or his designee. This applies to any form of non-city activity, whether part- time, temporary or permanent, for which the covered employee receives money, goods, services or other forms of compensation.

- A. Employees wishing to hold outside jobs shall apply, in writing, to the Chief of Police or his designee. In granting or withholding permission, the Chief of Police or his designee shall consider whether or not outside employment will conflict with his/her official responsibilities or interfere with the covered employees' performance in the City service.
- B. All requests, whether approved or disapproved, shall be placed in the employee's personnel file.
- C. Each change in outside employment shall require separate approval.
- D. While working an outside job, except when on assignment on special details, covered employees are not covered by workman's compensation insurance carried by the City and for this reason the Chief of Police or his designee may disapprove a request to do outside work if he feels it to be too hazardous.

- E. Prior to accepting any outside security employment the employee shall provide to the Chief of Police a signed Hold Harmless Agreement between the employee and the City. See attached Appendix "A".

**Section 14.4 Longevity Pay/Milestone Pay.**

A. Longevity Pay. All covered employees hired before 01/01/2012 shall be paid longevity pay in addition to their base salaries. They will be paid the entire amount, subject to State and Federal Laws regarding withholding, on the payday following each anniversary date according to the following schedule:

Anniversary date after 7, 8 and 9 years of service	\$500.00
Anniversary date after 10, 11, and 12 years of service	\$750.00
Anniversary date after 13, 14, and 15 years of service	\$1,000.00
Anniversary date 16, 17, and 18 years of service	\$1,250.00
Anniversary date after 19 years of service and at the of each year afterwards	\$1,500.00

Longevity checks shall be payable in a separate check by the City apart from the Officer's normal pay check. Such longevity pay is to be included in the Officer's pension benefit calculations.

B. Milestone Pay. All covered employees hired after 01/01/2012, longevity pay will turn into a one-time milestone payment as follows:

Upon completion of ten (10) years of police service	\$1,100.00
Upon completion of fifteen (15) years of police service	\$1,700.00
Upon completion of twenty (20) years of police service	\$2,000.00
Upon completion of twenty-five (25) years of police service	\$2,250.00

**Section 14.5 Officer in Charge (OTC) Pay.** Effective upon execution of this Agreement, all covered officers directed to act in the capacity of Officer in Charge shall receive additional compensation of \$1.00 per hour for all hours worked.

**Section 14.6 Specialty Pay.** Effective May 1, 2011, all covered officers assigned to the position of Canine Officer shall receive additional compensation of \$1,000.00 per year added to their salary for so long as they are assigned to that position in recognition of their additional canine care responsibilities. Effective May 1, 2011, all covered officers assigned to the position of Investigations shall receive additional compensation of \$1,000.00 per year added to their salary for so long as they are assigned to that position. Any officer that holds more than one (1) specialty position shall receive specialty pay for only one specialty position. Field Training Officers (FTO) shall receive two (2) hours of personal time for each week that they are assigned to work as an FTO. A Field Training Officer is defined as an officer who has attended a formal specialized FTO class.

**SECTION XV**  
**MISCELLANEOUS PROVISIONS**

**Section 15.1 Ratification and Amendment.** This Agreement shall become effective when ratified by the City and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 15.2 Bill of Rights.** The parties to this Agreement acknowledge the rights and issues set forth in the "Uniform Peace Officer's Disciplinary Act" (50 ILCS 725/1 et. seq.), and agree that any disciplinary action shall comply with the terms and provisions of said act when applicable.

The parties agree that any violations of this Section shall not be subject to the Grievance Procedure as set forth in this Agreement.

**Section 15.3 No Discrimination.** Neither the City nor the Union shall discriminate against any Patrol Officer because of race, sex, creed, color, religion, or national origin. The Union agrees to represent all Patrol officers fairly and without regard to Union affiliation, non-affiliation, or dis- affiliation.

The parties agree that any violations of this Section shall not be subject to the Grievance Procedure.

**Section 15.4 Promotional Exams.** The City through its Board of Police Commissioners agrees to abide by the statutory guidelines for notice of promotion exams pursuant to Illinois Compiled Statutes Chapter 65 Section 5/10-2.1 et seq. or as modified.

**Section 15.5 Discipline.** If the City has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

**Section 15.6 Minimum Staffing.** The employer agrees to maintain a minimum staffing requirement of two uniformed patrol officers, covered by this agreement, per shift except as set forth below. For the calculation of minimum staffing requirements, one Deputy Chief or Lieutenant may be included in the calculation. In the event one of the two uniformed patrol officers initially scheduled to work cannot do so, whether due to vacation, illness, injury, or for some other reason, but is planned less than seventy-two (72) hours in advance, the employer reserves the right to utilize non-bargaining unit personnel to fill the vacancy provided at least one (1) bargaining unit employee is on duty. For anything more than seventy-two (72) hours, and no full-time officer accepts overtime detail, Employer may offer the overtime to a part-time police officer.

During the Term of this Agreement, the City shall not employ more than nine (9) part-time officers without Agreement from the Union.

**Section 15.7 Random Drug Testing.** If at any time during this agreement the City adopts a random drug testing policy for non-union City employees, the Union will have no objections, and said policy will be applicable to the Union. The City agrees to provide a copy of any such policy to the Union fourteen (14) days prior to its implementation.

**Section 15.8 Training Reimbursement Agreement.** The Union and the City agree that all newly hired bargaining unit officers after the execution of this Agreement will be required as an express condition of employment to sign the training reimbursement agreement attached as Exhibit D to this Agreement. The Union agrees that the City has a right to enforce the terms of the attached training reimbursement agreement against an officer who separates from City employment.

**ARTICLE XVI**  
**DISCIPLINE**

**Section 16.1 Definition.** Non-probationary employees shall only be disciplined for just cause (when discipline is reviewed by an arbitrator) or cause (when discipline is reviewed by the Board of Police Commissioners). Probationary employees may be disciplined without just cause or cause. Disciplinary action or measures shall include only the following:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension;
- d. Discharge.

While the Employer believes in the principle of progressive and corrective discipline for non-probationary employees, circumstances may arise where a specific incident may justify immediate and/or severe disciplinary action without following the disciplinary actions or measures outlined above.

Nothing herein is intended to limit the City's right to require that an employee receive remedial training, attend counseling, or submit to a fitness for duty examination.

Any employee not otherwise off duty or on leave who is directed by the City to submit to a fitness for duty examination when that employee believes himself to be fit for duty will be placed on paid administrative leave or light duty (if applicable) pending the completion of the examination.

**Section 16.2 Manner of Discipline.** In the event a disciplinary investigation of an Employee is initiated and the Employer intends to discipline an Employee, the Employer shall notify the Union and set a meeting for conveyance of the disciplinary action. The meeting shall be set at a mutually agreeable date within a reasonable time period for all parties involved.

The employee shall be informed of the reason for the contemplated disciplinary action. Upon the issuance of any disciplinary action, should the employee appeal the decision he shall be entitled to the investigation file, including any names of witnesses and copies of pertinent documents.

Employees shall be informed of the rights to Union representation and shall be entitled to such. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for the employee's actions that led to the discipline.

If the employee does not request Union representation; a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 16.3 Notification and Measure of Disciplinary Action.** In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing a clear and concise statement of the reasons therefore.

**Section 16.4 Chief's Right to Suspend and/or Discharge.**

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to discipline (including suspending and/or discharging) a non-probationary officer for just cause or cause (depending on the review mechanism described below), without filing charges with the City's Board of Police Commissioners.

- A. **Non-Probationary Officer Disciplinary Suspensions of Three or Less Days.** If the Chief of Police (or the Chief's designee) issues a disciplinary suspension of three or less days for a non-probationary officer, the non-probationary officer's exclusive appeal mechanism will be governed by 65 ILCS 5/10-2.1-17 and the Rules and Regulations of the City's Board of Police Commissioners. Disciplinary suspensions of three or less days will not be subject to the grievance-arbitration process outlined in Article VI of this Agreement.
- B. **Non-Probationary Officer Discharges and Disciplinary Suspensions of More Than Three Days.** The decision of the Chief of Police (or the Chief's designee) with respect to disciplinary suspensions of more than three days or discharge actions for non-probationary officers shall be deemed final, subject only to the review of said decision(s) through the grievance-arbitration process outlined in Article VI of this Agreement. The sole recourse for appealing any such decision by the Chief of Police shall be for the non-probationary officer to file a grievance as described herein. If the employee elects to file a grievance as to his disciplinary suspension or discharge, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 2 of the procedure.
- C. **Probationary Officer Discipline.** The parties agree that the Chief of Police (or the Chief's designee) shall have the right to discipline (including suspending and/or discharging) a probationary officer without cause, and without filing charges with the City's Board of Police Commissioners. Probationary officers shall have no recourse to appeal their discipline through the grievance-arbitration process outlined in Article VI of this Agreement or through the procedures of the City's Board of Police Commissioners.

Pursuant to the authority granted by Section 15 of the Illinois Public Labor Relations Act, 5 ILCS 315/15, and 65 ILCS 5/10-2.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement. The foregoing provisions with respect to the appeal and review of any discipline (including suspensions and/or discharges), or the lack of any appeal and review rights, shall be in lieu of, and shall expressly supersede and preempt, any rights that might otherwise be available under 65 ILCS 5/10-2.1-17 and/or the Rules and Regulations of the City's Board of Police Commissioners.



**ARTICLE XVII**  
**EDUCATION BENEFITS**

**Section 17.1 On-Duty Training.** Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends, upon direction of the Chief, a police related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the officer works his entire regularly scheduled shift. Covered officers shall receive payment for travel time to and from required training classes which are located more than ten (10) miles from the City of Wilmington, or which require more than eight (8) hours of training. Officers attending special schools or training academies outside of the City shall be allowed to utilize a police department squad car, when available, for travel to and from the school or academy.

Police Officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the officer's responsibility, transportation may be provided utilizing a police department squad but only with permission of the Chief of Police.

**Section 17.2 Reimbursement of Training Expenses.** All expenses incurred by employees covered by this Agreement, as a result of mandatory training, shall be reimbursed to said employee upon proof of expenditure as provided in Article XIV, Section 14.2.

**Section 17.3 Scheduling of On-Duty Training.** All Police Officers assigned to in-house training shall, whenever practicable, be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, and Officers shall be given as much notice as possible as the City receives notice from the training facilities.

If an officer is required to attend training while on-duty, that officer cannot be required to work past the end of his regularly scheduled shift.

**Section 17.4 Educational Assistance Plan.** The City will reimburse the cost of an employee's tuition for an approved course, provided the employee meets the following requirements:

1. The employee is a full-time employee and has completed the probationary period.
2. The course is job-related, or is required for progress toward a law-enforcement related degree.
3. The employee has received prior approval from the Chief of Police prior to enrollment.
4. The employee attends an accredited school.
5. The employee remains with the City for two years after the course conclusion. Should the employee, for any reason, terminate before the conclusion of the two-year period other than voluntary retirement at twenty (20) or more years of service, the employee will be required to return such tuition reimbursement to the City. This amount may be deducted

from the employee's final paycheck.

Reimbursement shall be made in the following manner:

1. The City will reimburse the employee for the tuition expenses up to a maximum of \$1,000.00 per fiscal year.
2. To qualify for reimbursement under this Section, the employee must provide receipts for tuition expenses and a grade report showing that the course work was completed with a final grade of "C" or above.
3. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

**ARTICLE XVIII**  
**UNIFORM AND EQUIPMENT ALLOWANCE**

**Section 18.1 Uniform and Clothing Allowance.**

The City will provide each full-time bargaining unit member with an annual uniform and equipment allowance of Nine Hundred Dollars (\$900.00) during the term of this Agreement. This allowance is to be used for any and all approved uniform and equipment items used by employees in the line of duty, including flashlights and duty weapons. Unless otherwise authorized by the Chief, the purchase of duty weapons is limited to one purchase every four (4) years. Employees are responsible for cleaning and maintenance of their uniforms and equipment and shall maintain a professional appearance at all times. The City will set up an account with its approved vendors that the bargaining unit members will be able to use his or her uniform allowance as credit for any of the approved vendors for department policy and specification conforming uniforms and/or equipment. Prior to making purchases on City accounts, employees shall check their account balance with the Chief of Police or his designee and any purchases over the equipment allowance dollar amount shall be the sole responsibility of the bargaining unit member.

**Section 18.2 Original Issue of Equipment.** The parties agree that each new Police Officer hired by the City of Wilmington Police Department shall be issued as his initial allocation of equipment, the equipment listed in Appendix B attached hereto and by reference incorporated herein.

**Section 18.3 Reimbursement For Destruction Of Personal Property.** Personal property required to be carried on duty, such as watch, glasses, etc. shall be repaired or replaced at a reasonable price in the event of damage pursuant to police duties. The parties agree that the replacement costs for personal property required to be carried on duty shall not exceed \$25.00 for a watch, and \$250.00 for eyeglasses or contact lenses. Employees covered by this agreement shall not be reimbursed for any personal items or jewelry not required to be carried on duty.

**ARTICLE XIX**  
**SAVINGS CLAUSE**

**Section 19.1 Savings Clause**. In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply, only to the specific Article, Section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE XX**  
**ENTIRE AGREEMENT**

**Section 20.1 Entire Agreement.** This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the City as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**ARTICLE XXI TERMINATION**

**Section 21.1 Termination.** This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the postmark, or the date of hand delivery in which case a written dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

Executed this \_\_\_\_\_ day of November, 2018, after ratification by the Union's membership and after receiving official approval by the Mayor and City Council of the City.

METROPOLITAN ALLIANCE OF POLICE,  
WILMINGTON CHAPTER #129

CITY OF WILMINGTON

By: \_\_\_\_\_  
President, Metropolitan Alliance of Police

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

By: \_\_\_\_\_  
President, Metropolitan Alliance of Police  
Chapter 129

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

APPENDIX A

POLICE OFFICER OFF-DUTY EMPLOYMENT  
HOLD HARMLESS AGREEMENT

DATE: \_\_\_\_\_

This Agreement, entered into between the City of Wilmington, hereinafter referred to as The City, and \_\_\_\_\_, hereinafter referred to as The Officer, WITNESSETH:

1. The Officer proposes to enter into off-duty employment with \_\_\_\_\_ on the following dates: \_\_\_\_\_.

2. The nature of the off-duty employment the Officer is pursuing is as follows:  
\_\_\_\_\_  
\_\_\_\_\_.

3. The Officer understands and agrees that he will not wear any of his duty clothing, including his duty weapons, holster, equipment, badge, or any other emblem of his office with the City while pursuing his off-duty employment.

4. The Officer agrees to save and hold the City harmless from any action or inaction of his, committed while in the course of his off-duty employment, which results in personal injury of any kind whatsoever or property damage of any kind whatsoever. The characterization of the Officer's conduct that results in said injury or damage, whether it is called "negligent" or "intentional" or even "innocent", shall have no bearing on the Officer's duty to hold the City and \_\_\_\_\_ harmless in accordance with the provisions of this Paragraph.

5. The Employer agrees to save and hold the City harmless from any action or inaction on its part, with relation to the course the Officer's off-duty employment, which results in personal injury of any kind whatsoever or property damage of any kind whatsoever. The characterization of the Employer's conduct that results in said injury or damage, whether it is called "negligent" or "intentional" or even "innocent", shall have no bearing on the Employer's duty to hold the City and \_\_\_\_\_ harmless in accordance with the provisions of this Paragraph.

6. Any consent of the City, through its authorized representative, to the Officer's pursuit of the off-duty employment set out herein, is subject to the Officer's or the Employer's adherence to the provisions of this Hold Harmless Agreement.

7. The Officer understands and agrees that none of the authority vested in him as a Police Officer for the City of Wilmington extends to any off-duty employment entered into by him with any civilian agency, where the Officer is paid by the agency and not by the City.

\_\_\_\_\_  
POLICE OFFICER

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_

\_\_\_\_\_  
EMPLOYER'S ADDRESS

For the City of Wilmington: \_\_\_\_\_

CHIEF OF POLICE



**APPENDIX B**  
**EQUIPMENT**  
**LIST**

- 3 Shirts (Long Sleeve)
- 3 Shirts (Short Sleeve)
- 3 Trousers
- 1 Raincoat w/cover, not to exceed \$120
- 1 Tie
- Pair Shoes/Boots, not to exceed \$120
- 1 Belt/Pants
- 2 Name Plates
- 2 Badges
- 1 Set of Collar Insignia
- 1 Bullet Proof Vest (Manufacturer selected by City, minimum level of protection IHA)
- 1 Coat/leather winter
- 1 Box On-Duty Ammunition
- 1 Tie Clasp
- 1 Baseball Cap
- 1 Portable Radio
- 1 Traffic Vest
- 1 Rechargeable Flashlight, up to \$100
- 1 Pair Handcuffs
- 1 Can of O.C. Spray
- 1 ASP Baton

**APPENDIX C**  
**PATROLMEN WAGE SCHEDULE**

**Appendix C: Increase wage scale by the following percentages:**

<b>Patrol</b>	Current Salaries 04/30/2018	05/01/18-04/30/19 2.50%	05/01/19 - 04/30/20 2.50%	05/01/20 - 04/30/21 2.50%
Start	\$53,339.70	\$54,673.19	\$56,040.02	\$57,441.02
1 Year	\$55,739.30	\$57,132.78	\$58,561.10	\$60,025.13
2 Year	\$58,248.36	\$59,704.57	\$61,197.18	\$62,727.11
3 Year	\$60,869.90	\$62,391.65	\$63,951.44	\$65,550.22
4 Year	\$63,608.43	\$65,198.64	\$66,828.61	\$68,499.32
5 Year	\$66,471.43	\$68,133.22	\$69,836.55	\$71,582.46
6 Year	\$69,461.90	\$71,198.45	\$72,978.41	\$74,802.87
7 Year	\$72,587.35	\$74,402.03	\$76,262.08	\$78,168.64

**SERGEANT WAGE SCHEDULE**

<b>Sergeant</b>	Current Salaries 04/30/2018	05/01/18-04/30/19 2.50%	05/01/19 - 04/30/20 2.50%	05/01/20 - 04/30/21 2.50%
S-1 Under 6 yrs.	\$77,764.46	\$79,708.57	\$81,701.29	\$83,743.82
S-2 6th year	\$81,900.75	\$83,948.27	\$86,046.98	\$88,198.15

Retroactive wage payments to be made within sixty (60) days of ratification of this Agreement by both parties.

**APPENDIX D  
TRAINING REIMBURSEMENT  
AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_, 201\_\_\_, by and between the CITY OF WILMINGTON, an Illinois municipal corporation (hereinafter referred to as the “City”), and \_\_\_[name]\_\_\_\_\_ (hereinafter referred to as the “Officer”).

**WHEREAS**, the Officer was extended a conditional offer of employment and proceeded to meet the requirements and conditions subsequent to such conditional offer of employment; and

**WHEREAS**, the City will spend substantial sums of money in regard to the training of the Officer; and

**WHEREAS**, the City will lose the benefit of those aforementioned training costs if the Officer leaves the Police Department and joins another Department in the first several years of his or her employment; and

**WHEREAS**, the City and the exclusive bargaining representative of its police officers, the Metropolitan Alliance of Police, Wilmington Police Chapter #119, have agreed as part of their collective bargaining negotiations to require all new police officers to reimburse the City for training expenses incurred by the City in the event the police officer terminates his or her employment during the first twenty-four (24) months of employment with the City; and

**WHEREAS**, the Officer has agreed that as a condition of his or her employment with the City, he or she will reimburse the City for all costs associated with attendance at a certified basic law enforcement training course and the City’s Field Training Program in the event the Officer terminates his or her employment with the City.

**NOW, THEREFORE**, in consideration of the foregoing, the validity and sufficiency of which consideration is acknowledged by the City and the Officer, the parties hereto agree to the following mutual promises and covenants:

1. **Appointment.** Pursuant to the conditional offer of employment by the City dated, \_[date]\_, the City hereby appoints the Officer as a probationary police officer for the City, such appointment being effective immediately upon the officer’s taking of his or her oath of office on \_[date]\_\_\_\_\_.
2. **Terms and Conditions of Employment.** The Officer’s wages, hours and terms and conditions of employment will be subject to any current and successor collective bargaining agreements between the City and the Metropolitan Alliance of Police, Wilmington Police Chapter #119.
3. **Reimbursement of Officer’s Training Costs.** In consideration of the foregoing, the Officer agrees that if he or she fails to complete the basic police officer training course for

any reason, or voluntarily terminates his or her City employment for any reason within the first twenty-four (24) months of employment with the City, the Officer shall reimburse the City for any costs associated with the Officer's attendance at a certified basic law enforcement training course and the City's Field Training Program. These costs can include, but are not limited to, room and board (if any) for attendance at a remote training course, tuition for the certified basic law enforcement training course, costs of books and other study materials, ammunition used in connection with the Officer's firearms training, and the stipend paid to the City's Field Training Officers as compensation for training the Officer. The Officer's training reimbursement obligations will be based on a pro-rata share of the number of months of employment (full or partial) that the Officer has remaining before reaching his second-year anniversary of City employment. For example, if the Officer begins his employment on October 15, 2014, and resigns his employment on February 20, 2016, the Officer would owe the City 37.5 percent (*i.e.*, 9 remaining full/partial months ÷ 24 months) of the training costs spent on his or her behalf up to the date of the Officer's resignation.

4. **Reimbursement Methodology.** The City reserves the right to file suit against the Officer to collect any amounts owed under this Agreement. In the event the City is required to make a claim or demand against the Officer or file suit against the Officer to collect amounts owed in accordance with the provisions of this Agreement, the Officer agrees as a condition of this Agreement to pay the City's full courts costs and attorneys' fees expended in connection with collecting the training reimbursement costs. Alternatively, the Officer agrees to consent to the deduction by the City from his or her wages and/or final compensation of the training reimbursement costs owed under this Agreement.

5. **Effect of Agreement.** It is the agreement and understanding of the parties hereto that all other terms and conditions of employment that are applicable to the Officer's City employment shall remain unchanged by this Agreement.

THE OFFICER UNDERSTANDS THAT SIGNING THIS AGREEMENT IS A CONDITION OF HIS OR HER BEING HIRED AS A CITY PROBATIONARY POLICE OFFICER. THE OFFICER FURTHER UNDERSTANDS THAT NOTHING IN THIS AGREEMENT PROVIDES CONTRACTUAL RIGHTS TO EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME.

\_\_\_\_\_  
City of Wilmington

\_\_\_\_\_  
Officer

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

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