



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

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
November 7, 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 October 16, 2018 Regular City Council Meeting**

**V. Open Public Hearing**

Public Hearing pursuant to the requirements 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

**VI. Close Public Hearing**

**VII. Mayor's Report**

1. Recognition of Bobcat Cheerleaders and Football Players
2. Announcement: The Estimated Annual Tax Levy of the Year 2018 will be placed on file for public viewing – more discussion on this at the November 20, 2018 Finance, Administration & Land Acquisition Meeting.
3. American Legion Post 191 will be collecting funds and passing out Poppies on the Corner of Water and Baltimore Streets on Saturday, November 10 from 11am

to 12pm. They will also be having a Flag Line along Rte 53 in front of Nelson's Furniture at the same time.

4. Wilmington Chamber of Commerce Parade and Tree Lighting will take place Downtown Wilmington on Saturday, November 24<sup>th</sup> at 5:00 p.m.
5. Mayor 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.
6. Approval of 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.
7. Mayor 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.
8. Approval of 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.
9. Mayor Reappointment of Loren Burkey to the Board of Police Commissioners, with a term expiring in November 2019.
10. Approval of the Mayoral Reappointment of Loren Burkey to the Board of Police Commissioners, with a term expiring in November 2019.

### **VIII. Public Comment**

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

### **IX. Planning & Zoning Commission**

1. There is a Special Planning & Zoning meeting scheduled for Thursday, November 15, 2018 at 5:00 p.m.
2. The next regular scheduled meeting is Thursday, December 6, 2018 at 5:00 p.m.

### **X. Committee Reports**

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

1. Approve Ordinance No. 18-11-07-01 – Land Lease Agreement with the Wilmington Baseball Softball Association.

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

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

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

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

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

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

1. Approve the Accounting Reports as Presented by the City Accountant.
2. Approve Resolution 2019-11 – A Resolution Designing Meeting Dates and Times and Holiday Observances in 2019 for the Corporate Authorities and Commissions of the City of Wilmington.
3. 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.
4. The next scheduled meeting is Tuesday, November 20, 2018 at 6:00 p.m.

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

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

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

1. 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.

**XI. Attorney's Report**

**XII. Executive Session**

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

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

1. Approval for Kim Doglio, City Accountant to seek and hire a temporary Utility Billing Clerk.

**XIV. Adjournment**

**The next City Council meeting is Tuesday, November 20, 2018 at 7:00 p.m.**

*DRAFT*

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
Tuesday, October 16, 2018**

**Call to Order**

The Regular Meeting of the Wilmington City Council on October 16, 2018 was called to order at 7:00 p.m. by Mayor Roy Strong in the Council Chambers of the Wilmington City Hall.

**Roll Call**

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

**Aldermen Present** Studer, Tutor, Kirwin, Vice, Combes, Persic

**Aldermen Absent** 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

**Approval of Minutes**

Alderman Studer made a motion and Alderman Combes seconded to approve the October 2, 2018 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

**AYES:**     6 Tutor, Kirwin, Vice, Combes, Studer, Persic

**NAYS:**     0

The motion carried.

**Mayor’s Report**

The Mayor reports that the tracks on Kankakee/Chicago Street will be closed for three weeks starting October 29, 2018. Mike Nugent will be retiring after 29 years of service from the City in December 2018. Upon his retirement the City is responsible for paying out 960 sick hours per the AFSCME Collective Bargaining Agreement. The City of Wilmington Police Department is hosting a “Haunts Against Hunger” during Bewitched on 66 on North Water Street from 5pm to 10pm on October 20<sup>th</sup>. The Spook hike will be this weekend from 7 to 10pm. October 21 at Nelly’s there will be a car show from noon to 5 and the proceeds will be to buy toys for less fortunate children for Christmas.

*DRAFT*

**Public Comment**

Nothing at this time.

**Planning & Zoning Commission**

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

**Committee Reports**

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

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

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

The Land Lease Agreement with the Wilmington Baseball Softball Association will be moved to the November 7<sup>th</sup> Agenda for approval. This Agreement will also be under the correct Committee: Buildings, Grounds, Parks, Health & Safety.

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

**Police & ESDA Committee**

Alderman Tutor mad a motion and Alderman Persic seconded to approve the Intergovernmental Cooperation Agreement with the Board of Education of the Wilmington Community Unit School District 209-U.

Upon roll call, the vote was:

**AYES:**     6 Tutor, Kirwin, Vice, Combes, Studer, Persic

**NAYS:**     0

The motion carried.

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 Studer seconded to approve the Accounts Payable reports dated October 2, 2018 in the amount of \$ 319,218.07 and the Collectors Report for the Month ending September 30, 2018 in the amount of \$ 390,886.00

Upon roll call, the vote was:

**AYES:**     6 Tutor, Kirwin, Vice, Combes, Studer, Persic

**NAYS:**     0

The motion carried.

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

*DRAFT*

**Ordinance & License Committee**

*Co-Chairs – Floyd Combes & Lisa Butler*

Alderman Combes made a motion and Alderman Persic seconded to Approve Ordinance Number 18-10-16-01, An Ordinance Amending the Regulation of Food Trucks Permits within the City of Wilmington

Upon roll call, the vote was:

**AYES:**     6 Tutor, Kirwin, Vice, Combes, Studer, Persic

**NAYS:**     0

The motion carried.

Alderman Combes made a motion and Alderman Kirwin seconded to Approve Ordinance Number 18-10-16-02, An Ordinance Limiting Vehicle Weight on Certain Streets within the City of Wilmington

Upon roll call, the vote was:

**AYES:**     6 Tutor, Kirwin, Vice, Combes, Studer, Persic

**NAYS:**     0

The motion carried.

Alderman Combes made an Announcement for a First Reading, an Ordinance Amending the Façade Improvement Grant Program in Commercially Zoned Areas within the City of Wilmington

Alderman Combes made an Announcement for a First Reading, an Ordinance to Encourage New Residential Construction and Economic Growth for the Citizens and the City of Wilmington

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

**Personnel & Collective Bargaining Committee**

Nothing at this Time

**Attorney's Report**

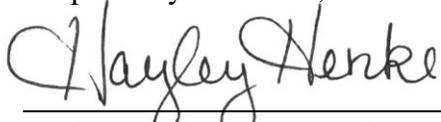
Nothing at this time.

**Adjournment**

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

Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on October 16, 2018 adjourned at 7:38 p.m.

Respectfully submitted,



Hayley Henke, Executive Secretary

BINA Notice

The Mayor and City Council of the City of Wilmington, Will County, Illinois will hold a public hearing on November 7, 2018 at 7:00 p.m. The hearing will be held in the Council Chambers of Wilmington City Hall, 1165 South Water Street, in Wilmington, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation limited tax bonds in an amount not to exceed \$140,000 for the purpose of paying debt service on the City's outstanding alternate revenue source bonds payable from 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.

By: /s/ Joie Ziller

Title: Deputy City Clerk

Note to Publisher: The above notice is to be published one time on or before 7 days before the hearing, but not prior to 30 days before the hearing. **The publication may be in the "legals" or "classified" section of the paper. NO SPECIAL BORDER IS REQUIRED FOR THIS PUBLICATION. DO NOT USE ANY SPECIAL BORDER.** Please send your statement to:

Deputy City Clerk  
City of Wilmington, Illinois  
1165 South Water Street  
Wilmington, Illinois 60481

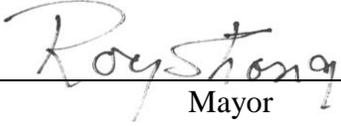
and send two publication certificates (and text) to Ice Miller LLP, 200 West Madison Street, Suite 3500, Chicago, Illinois 60606-3417, Attention Jenine Phillips.

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**PUBLISHER: DO NOT PRINT THE FOLLOWING:**

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**Mayor's Approval and Order Setting Public Hearing:**

**The undersigned, Mayor of the above City hereby approves and orders the setting of the above Bond Issue Notification Act hearing.**

**Date: October 11, 2018**

  
\_\_\_\_\_  
Mayor

When signed by the Mayor, please date and fax back to Ice Miller LLP, Attention: Jenine Phillips at 312.726.2694.

# AL



LESTER J. SMITH  
AMERICAN LEGION POST 191  
(Riders, Sons, Auxiliary)  
557 W. Baltimore St.  
Wilmington, Illinois 60481  
815-476-9210  
Fax: 815-476-7408  
[www.vfwpost5422.org](http://www.vfwpost5422.org)  
[vfw5422@sbcglobal.net](mailto:vfw5422@sbcglobal.net)

## City of Wilmington

We, the Wilmington American Legion, Lester Smith Post 191. Respectfully request to be allowed to collect funds and pass out Poppies on the corner of Water and Baltimore Streets on Saturday, 10 November from 11AM to 12PM. Veteran's Day is on Sunday, 11 November. The Poppy represents the Fields of Poppies in Flanders where many of our Military Service Members were buried after the War. We will also be having a Flag Line along Rte. 53 in front of Nelson's Furniture at the same time.

Please help us help Veterans by allowing us the Honor of collecting funds for our Veterans.

Thank You in Advance

Ken Watt

Ken Watt

Commander

Wilmington American Legion, Post 191

Signed by Adjutant:

A handwritten signature in cursive script that reads "Patrick W. Nugent".

Patrick W. Nugent

Wilmington American Legion, Post 191

**ORDINANCE NO. 18-11-07-01**

**AN ORDINANCE TO LEASE PUBLIC PROPERTY FOR NINETEEN YEARS TO THE  
WILMINGTON BASEBALL SOFTBALL ASSOCIATION**

WHEREAS, the City of Wilmington is the owner of certain land with baseball/softball playing fields generally located at 250 Bridge Street, 201 Bridge Street and 1201 N. Joliet Street, Will County, Illinois, which real property is more particularly described on Exhibit A attached hereto (“**Premises**”); and

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

WHEREAS, the Wilmington Baseball Softball Association, an Illinois not-for-profit organization, will be conducting substantial construction and development activities (“**Development Activities**”) on the Premises, specifically, the development of playing fields; and

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

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

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

WHEREAS, the City of Wilmington has the authority to lease real estate if an ordinance is passed by three-fourths of the corporate authorities of the City then holding office under Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1); and

WHEREAS, the Mayor and Aldermen of the City of Wilmington believe that it is for the best interests of the City of Wilmington and its residents to enter into a long term lease with the Wilmington Baseball Softball Association for the use of said property; and

WHEREAS, the City has taken all necessary steps to effectuate the execution of the lease attached hereto as Exhibit B.

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

**SECTION 1. AUTHORIZATION TO LEASE PUBLIC PROPERTY FOR NINETEEN YEARS TO THE WILMINGTON BASEBALL SOFTBALL ASSOCIATION**

The City of Wilmington through its Mayor and City Council convened in open and regular session hereby approves and enters into the land lease, attached hereto as Exhibit B, to lease certain City of Wilmington property, as described in Exhibit A, to the Wilmington Baseball Softball Association, an Illinois not for profit, and further authorizes and directs the Mayor and City Clerk to sign and attest, respectively, the attached lease for a term of nineteen (19) years.

**SECTION 2. SEVERABILITY**

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

**SECTION 3. REPEALER**

All resolutions or parts thereof which conflict with any term, condition, provision or section of this Resolution shall be and the same are hereby repealed.

**SECTION 4. EFFECTIVE DATE**

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

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

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

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

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

Attest:

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

## **EXHIBIT A**

### **PARCEL 1: 250 BRIDGE STREET, WILMINGTON, IL 60481**

A/K/A North Island Park Ball Field, Wilmington, IL

LOTS 1 THROUGH 12 (BOTH INCLUSIVE) IN BLOCK 4, IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

PIN: 03-17-25-301-013-0000 (part of)

LOTS 1 THROUGH 6 (BOTH INCLUSIVE) IN BLOCK 5 AND THE NORTH HALF OF THE VACATED ALLEY LYING SOUTH OF AND ADJACENT TO LOTS 1 THROUGH 6 , IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

PIN: 03-17-25-302-012-0000 (part of)

### **PARCEL 2: 201 BRIDGE STREET, WILMINGTON, IL 60481**

A/K/A South Island Park Ball Fields, Wilmington, IL

LOTS 1 THRU 18 (BOTH INCLUSIVE) IN BLOCK 14 IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

IN ALDEN'S ISLAND ADDN, A SUB OF PRT OF THE W1/2 NW1/4 SEC 36, T33N-R9E

PIN: 03-17-36-118-019-0000 (part of)

LOTS 1 THRU 10 (BOTH INCLUSIVE) IN BLOCK 12 IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

PIN: 03-17-36-109-011-0000 (part of)

### **PARCEL 3: 1201 N. JOLIET STREET, WILMINGTON, IL 60481**

A/K/A Northcrest Park Ball Field, Wilmington, IL

LOT 147 IN NORTHCREST SUBDIVISION, A SUBDIVISION OF PART OF THE EAST ½ AND NORTHWEST ¼ OF SECTION 25, IN TOWNSHIP 33 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1948 AS DOCUMENT NO. 646750, IN WILL COUNTY, ILLINOIS.

PIN 03-17-25-106-001-0000 (part of)

**EXHIBIT B**

**GROUND  
LEASE**

Lessor:

**CITY OF WILMINGTON  
an Illinois Municipal Corporation**

Lessee:

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

Date:

**November 7, 2018**

## GROUND LEASE

This Ground Lease (this “Lease”), is made and entered into as of November 7, 2018 by and between THE CITY OF WILMINGTON, an Illinois municipal corporation (“Lessor”), and The Wilmington Baseball Softball Association, an Illinois not-for-profit (“Lessee”) (collectively the “Parties”).

## RECITALS

WHEREAS, Lessor is the owner of certain land with baseball/softball playing fields generally located at 250 Bridge Street, 201 Bridge Street and 1201 N. Joliet Street, Will County, Illinois, which real property is more particularly described on Exhibit A attached hereto (“**Premises**”);

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

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

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

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

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

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

## AGREEMENT

### **1. BASIC PROVISIONS AND DEFINITIONS.**

#### **1.1 Term.**

The initial term of this Lease shall be nineteen (19) years commencing on the date of this Agreement (“**Commencement Date**”) and terminating on the nineteenth (19<sup>th</sup>) anniversary of the Commencement Date (“**Expiration Date**”). The period commencing on the Commencement Date and ending on the Expiration Date, subject to earlier termination in accordance herewith, is hereinafter referred to as the “**Term**”. The term “**Lease Year**” shall mean

each consecutive twelve-month period beginning with the Commencement Date.

## 1.2 **Rent and Net Lease.**

### (a) **Base and Additional Rent.**

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

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

### (b) **Allocations.**

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

### (c) **Rent.**

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

### **1.3 Permitted Use.**

The use of the Premises shall be for the development, maintenance and operation of baseball and softball playing fields.

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

### **2.1 Letting.**

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

### **2.2 Condition.**

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

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

#### **(a) Lessee’s Rights.**

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

#### **(b) Lessor’s Rights.**

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.1 Lessee’s Obligations.**

(a) **Generally.**

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

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

(b) Post Possession Condition.

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

(c) Failure to Perform.

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

(d) Lien Protection.

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

**5. INSURANCE: INDEMNITY.**

**5.1 Insurance.**

(a) Generally.

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

(b) Failure to Perform.

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

**5.2 Indemnification.**

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

**6. TERMINATION.**

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

(a) Termination by Lessor.

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

(b) Termination by Lessee.

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

## **7. ASSIGNMENT AND SUBLETTING.**

### **7.1 Assignment.**

#### **(a) Transfer by Lessor.**

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

#### **(b) Transfer by Lessee.**

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

### **7.2 Subleasing.**

Lessee may not sublease or rent all or a portion of the Premises.

### **7.3 Use of Fields.**

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

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

### **8.1 Default; Breach.**

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

### **8.2 Default and Breach by Lessee.**

The occurrence of any of the following shall constitute a Default and (after expiration of the applicable grace period) a Breach of this Lease by Lessee: (i) the failure of Lessee to pay any Rent when due in accordance with the provisions of this Lease; or (ii) failure to perform fully and promptly any other covenant or condition of Lessee under this Lease and the continuance of such

failure for a period of thirty (30) days after written notice to Lessee from Lessor specifying the nature of such failure; provided, however, that if the nature of Lessee's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach by Lessee if Lessee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

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

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

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

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

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

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

### **8.6 Damages.**

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

### **8.7 Continuing Obligations.**

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

**9. CONDEMNATION.**

**9.1 Definition of Taking.**

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

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

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

**10. MISCELLANEOUS.**

**10.1 Severability.**

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

**10.2 Time of Essence.**

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

**10.3 Days.**

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

**10.4 Notices.**

(a) Notice Requirements.

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

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

(b) Date of Notice.

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

**10.5 Waivers.**

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

**10.6 Cumulative Remedies.**

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

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

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

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

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

**10.6 Quiet Possession.**

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

**10.7 Reservations.**

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

**10.11 Amendments.**

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

**10.12 Relationship of Parties.**

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

[signature page to follow]

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

**LESSOR:**

Executed on: November 7, 2018

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

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

Name: Roy Strong

Its: Mayor

**LESSEE:**

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

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

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

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

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

## EXHIBIT A

### PARCEL 1: 250 BRIDGE STREET, WILMINGTON, IL 60481

A/K/A North Island Park Ball Field, Wilmington, IL

LOTS 1 THROUGH 12 (BOTH INCLUSIVE) IN BLOCK 4, IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

PIN: 03-17-25-301-013-0000 (part of)

LOTS 1 THROUGH 6 (BOTH INCLUSIVE) IN BLOCK 5 AND THE NORTH HALF OF THE VACATED ALLEY LYING SOUTH OF AND ADJACENT TO LOTS 1 THROUGH 6 , IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

PIN: 03-17-25-302-012-0000 (part of)

### PARCEL 2: 201 BRIDGE STREET, WILMINGTON, IL 60481

A/K/A South Island Park Ball Fields, Wilmington, IL

LOTS 1 THRU 18 (BOTH INCLUSIVE) IN BLOCK 14 IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

IN ALDEN'S ISLAND ADDN, A SUB OF PRT OF THE W1/2 NW1/4 SEC 36, T33N-R9E

PIN: 03-17-36-118-019-0000 (part of)

LOTS 1 THRU 10 (BOTH INCLUSIVE) IN BLOCK 12 IN ALDEN'S ISLAND ADDITION TO WILMINGTON, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 33 NORTH AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS.

PIN: 03-17-36-109-011-0000 (part of)

### PARCEL 3: 1201 N. JOLIET STREET, WILMINGTON, IL 60481

A/K/A Northcrest Park Ball Field, Wilmington, IL

LOT 147 IN NORTHCREST SUBDIVISION, A SUBDIVISION OF PART OF THE EAST ½ AND NORTHWEST ¼ OF SECTION 25, IN TOWNSHIP 33 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1948 AS DOCUMENT NO. 646750, IN WILL COUNTY, ILLINOIS.

PIN 03-17-25-106-001-0000 (part of)

# City of Wilmington

Check Register Meeting Date: November 7, 2018



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
1779	11/6/2018	Alpha Media, LLC	1,200.00
20473	10/26/2018	AT&T	60.42
20474	10/26/2018	AT&T Mobility	40.24
20475	10/26/2018	Blue Cross Blue Shield of Florida, Inc.	203.40
20476	10/26/2018	Blue Cross Blue Shield of Illinois	156.00
20477	10/26/2018	Blue Cross Blue Shield of Illinois	1,323.00
20478	10/26/2018	Blue Cross Medicare RX (PDP)	180.30
20479	10/26/2018	Blue Cross Medicare Rx (PDP)	154.00
20480	10/26/2018	Blue Cross Medicare Rx (PDP)	180.30
20481	10/26/2018	Blue Cross Medicare Rx (PDP)	180.30
20482	10/26/2018	Blue Cross MedicareRx (PDP)	195.80
20483	10/26/2018	Blue Cross MedicareRX (PDP)	180.30
20484	10/26/2018	Comcast	522.32
20485	10/26/2018	Florida Blue	169.40
20486	10/26/2018	Healthcare Service Corp	26,599.03
20487	10/26/2018	Konica Minolta	285.86
20488	10/26/2018	Marlin Business Bank	1,207.80
20489	10/26/2018	United Communications Systems Inc	702.06
20490	10/26/2018	Verizon Wireless	1,097.02
0	10/31/2018	Payroll Sweep	83,690.90
0	10/31/2018	Retirement Fund Imrf Illinois Municipal	13,809.67
0	10/31/2018	Paycor	154.77
0	10/31/2018	Misc Vendors	216.76
20491	11/6/2018	Air Gas USA, LLC	64.24
20493	11/6/2018	Allied Nursery, Inc.	38.00
20494	11/6/2018	Beglers Auto Repair	4,041.40
20495	11/6/2018	ComEd	670.46
20496	11/6/2018	Commercial Electronic Systems, Inc.	445.00
20497	11/6/2018	D'Orazio Ford	320.50
20498	11/6/2018	DTW Inc	187.50
20499	11/6/2018	Evans Lawn & Garden Inc	18.79
20500	11/6/2018	Fastenal Company	12.14
20501	11/6/2018	Fort Dearborn Life Insurance	353.00
20503	11/6/2018	G W Communications	48.40
20504	11/6/2018	Grundy Redi-Mix Company	1,064.00
20505	11/6/2018	Grundy Supply	198.96
20506	11/6/2018	HD Supply Waterworks, LTD	349.92
20507	11/6/2018	Heritage FS, Inc.	1,330.67
20508	11/6/2018	Higher Dimension Materials, Inc.	99.50
20509	11/6/2018	Illinois Labor Law Poster Serv	221.70

20510	11/6/2018	Illinois Public Risk Fund	11,030.00
20511	11/6/2018	Illinois Rt. 66 Scenic Byway, Inc.	300.00
20512	11/6/2018	Illinois State Police	81.00
20513	11/6/2018	Jcm Uniforms	13.90
20514	11/6/2018	Kankakee Truck Equipment, Inc.	225.00
20515	11/6/2018	Konica Minolta	276.51
20516	11/6/2018	Mahoney Silverman & Cross LLC	6,654.57
20517	11/6/2018	William McCluskey	15.00
20518	11/6/2018	Municipal Code Corporation	1,190.00
20519	11/6/2018	P4 Secutity Solutions, LLC	600.00
20520	11/6/2018	Pomp's Tire Service, Inc.	567.96
20521	11/6/2018	Prairie Material Sales Inc	96.90
20522	11/6/2018	Richard Quigley	185.00
20523	11/6/2018	Ray O Herron Inc	281.94
20524	11/6/2018	Ruettiger Tonelli & Assoc	3,201.25
20525	11/6/2018	Yatin M Shah MD SC	400.00
20526	11/6/2018	Sistek Sales Inc	60.00
20527	11/6/2018	Stanley Access Tech LLC	1,150.00
20528	11/6/2018	Stoller International Inc.	969.52
20529	11/6/2018	TA Operating, LLC	225.00
20530	11/6/2018	Traffic Control & Protection, Inc.	236.50
20531	11/6/2018	TransUnionsRisk&Alternative Data Solutions, Inc.	25.00
20532	11/6/2018	Uni Max Management Corp.	1,950.00
20533	11/6/2018	Waste Management Of Il SW	118.51
20534	11/6/2018	Whitmore Investments Inc	348.11
20535	11/6/2018	Will County Animal Control	120.00
20536	11/6/2018	Kankakee Truck Equipment	87,591.00
			<hr/>
TOTAL:			259,886.50

<b>Fund</b>	<b>2</b>	<b>Water Operating M &amp; R Fund</b>	
10564	10/26/2018	Comcast	104.85
10565	10/26/2018	Healthcare Service Corp	4,454.17
10566	10/26/2018	Konica Minolta	94.57
10568	10/26/2018	United Communications Systems Inc	107.94
10569	10/26/2018	Verizon Wireless	209.64
0	10/31/2018	Retirement Fund Imrf Illinois Municipal	2,978.67
0	10/31/2018	Payroll Sweep	16,371.08
10571	11/6/2018	Accela, Inc. #774375	425.50
10572	11/6/2018	Beglers Auto Repair	698.99
10574	11/6/2018	Cintas First Aid & Safety	421.03
10575	11/6/2018	ComEd	431.56
10576	11/6/2018	DTW Inc	143.98
10577	11/6/2018	Dynergy Energy Services	3,089.26
10578	11/6/2018	Fisher Auto Parts Inc	34.24
10579	11/6/2018	Fort Dearborn Life Insurance	58.40
10580	11/6/2018	Ryan Foster	116.00
10582	11/6/2018	Grundy Redi-Mix Company	812.00
10584	11/6/2018	Illinois Labor Law Poster Serv	147.80

10585	11/6/2018	Illinois Public Risk Fund	1,939.00
10587	11/6/2018	Jack Henry & Associates, Inc.	46.15
10592	11/6/2018	John Surman	60.00
10593	11/6/2018	Technique Data Systems, Inc.	180.00
10594	11/6/2018	USA Blue Book	1,703.22
10595	11/6/2018	Viking Chemical Company	5,615.44
10596	11/6/2018	Whitmore Investments Inc	127.89
TOTAL:			<u>40,371.38</u>

**Fund 3 Sewer Capital Project Fund**

10581	11/6/2018	Gensini Excavating, Inc.	62,131.86
10591	11/6/2018	Strand Associates Inc	3,200.00
TOTAL:			<u>65,331.86</u>

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

10565	10/26/2018	Healthcare Service Corp	1,992.66
10566	10/26/2018	Konica Minolta	94.57
10567	10/26/2018	Nestle Water North America	63.89
10568	10/26/2018	United Communications Systems Inc	177.87
10569	10/26/2018	Verizon Wireless	261.70
10570	10/26/2018	Waste Management Of Il SW	1,307.94
0	10/31/2018	Payroll Sweep	13,377.99
0	10/31/2018	Retirement Fund Imrf Illinois Municipal	2,425.26
10571	11/6/2018	Accela, Inc. #774375	425.50
10573	11/6/2018	Certified Balance & Scale Corp	2,316.50
10575	11/6/2018	ComEd	333.31
10577	11/6/2018	Dynegy Energy Services	5,648.58
10578	11/6/2018	Fisher Auto Parts Inc	7.03
10579	11/6/2018	Fort Dearborn Life Insurance	37.08
10583	11/6/2018	Heritage FS, Inc.	3,632.40
10585	11/6/2018	Illinois Public Risk Fund	1,520.00
10586	11/6/2018	Illinois Section AWWA	180.00
10587	11/6/2018	Jack Henry & Associates, Inc.	46.15
10588	11/6/2018	Nicor	75.74
10589	11/6/2018	Polydyne Inc	2,340.00
10590	11/6/2018	Southwest Mechanical Inc	190.50
10593	11/6/2018	Technique Data Systems, Inc.	180.00
10594	11/6/2018	USA Blue Book	409.85
10596	11/6/2018	Whitmore Investments Inc	321.21
TOTAL:			<u>37,365.73</u>

**Fund 5 DFC Federal Grant Fund**

1452	10/17/2018	Konica Minolta	516.09
1453	10/17/2018	Jeffrey Rogowski	47.00
1454	10/17/2018	Wilmington Coalition Healthy Comm.	750.00
0	10/31/2018	Better Business Planning Inc.	3,699.55
0	11/1/2018	Better Business Planning Inc.	2,560.12
1457	11/2/2018	Imagination Theater Information	500.00

1455	11/6/2018	Richard B. Huddle	545.00
1456	11/6/2018	Konica Minolta	263.48
TOTAL:			<u>8,881.24</u>

<b>Fund</b>	<b>6</b>	<b>Motor Fuel Tax Fund</b>	
3656	11/6/2018	D Construction	231,486.52
TOTAL:			<u>231,486.52</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
20484	10/26/2018	Comcast	74.90
20489	10/26/2018	United Communications Systems Inc	253.15
20490	10/26/2018	Verizon Wireless	242.01
20492	11/6/2018	Alert Shirt Company	209.92
20498	11/6/2018	DTW Inc	21.25
20502	11/6/2018	G & D Tire Alignment	127.95
20534	11/6/2018	Whitmore Investments Inc	37.58
TOTAL:			<u>966.76</u>

<b>Fund</b>	<b>12</b>	<b>Debt Service Fund</b>	
3111	11/6/2018	Attn: Corporate Trust Amalgamated Bank Of Chicago	119,906.25
TOTAL:			<u>119,906.25</u>

<b>Fund</b>	<b>24</b>	<b>Capital Project Fund</b>	
2056	11/6/2018	ESI Consultants Ltd	46,882.58
2057	11/6/2018	Ruettiger Tonelli & Assoc	580.00
TOTAL:			<u>47,462.58</u>

<b>Fund</b>	<b>25</b>	<b>RidgePort TIF#2 Fund</b>	
0	10/31/2018	ACH FedEx	26.54
1140	11/6/2018	Crowe, LLP	6,520.00
TOTAL:			<u>6,546.54</u>
GRAND TOTAL:			<u><u>818,205.36</u></u>

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

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

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

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

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

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

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

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

**Approved: November 7, 2018**

**Resolution No. 2019-11**

**Resolution Designating Meeting Dates and Times and Holiday Observances in 2019  
for the Corporate Authorities and Commissions of the City of Wilmington**

**Whereas**, Section 42.03 of Chapter 102 of the Illinois Revised Statutes (1989) requires the City of Wilmington to prepare and make available a schedule of all regular meetings for the coming calendar year listing the times and places of such meetings; and

**Whereas**, it is therefore necessary for the Mayor and the City Council to set dates and times of the regular meetings of the Corporate Authorities in 2019.

**Now therefore, be it resolved by the Mayor and the City Council of the City of Wilmington:**

1. That the dates of the regular meeting of the Mayor and the City Council of the City of Wilmington in 2019 shall be on the first and third Tuesday of the month at 7:00 pm unless otherwise noted.
2. That the dates of the Planning and Zoning Commission of the City of Wilmington in 2019 shall be on the first Thursday of the month at 5:00 pm unless otherwise noted.
3. That the dates of the Finance Administration and Land Acquisition Committee of the City of Wilmington in 2019 shall be on the third Tuesday of the month at 6:00 pm unless otherwise noted.
4. That the dates of the Police and ESDA Committee of the City of Wilmington in 2019 shall be on the second Tuesday of the month at 5:30 pm unless otherwise noted.
5. That the dates of the Ordinance and License Committee of the City of Wilmington in 2019 shall be on the second Tuesday of the month at 6:00 pm unless otherwise noted.
6. That the dates of the Buildings, Grounds, Health, Safety and Parks Committee of the City of Wilmington in 2019 shall be on the second Wednesday of the month at 5:30 pm unless otherwise noted.
7. That the dates of the Water, Sewer, Streets and Alleys Committee of the City of Wilmington in 2019 shall be on the second Wednesday of the month at 6:00 pm unless otherwise noted.

8. That the schedule of the Holiday Observances of the City of Wilmington in 2019 shall be as follows:

New Year's Day	Tuesday, January 1
Good Friday	Friday, April 19
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Day After Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25

9. That all regular meetings for the Mayor and the City Council and Commissions and Committees of the City of Wilmington shall be held at Wilmington City Hall, 1165 S. Water Street, Wilmington, unless a notice designating a different place is posted at the Wilmington City Hall.
10. That all Commissions and Committees will meet at the time and on the date depicted on the attached lists. That the Deputy City Clerk is hereby directed to post a copy of this Resolution on the bulletin board at the Wilmington City Hall immediately upon the passage of the said resolution.
11. That the Deputy City Clerk is hereby directed to supply a copy of this Resolution to any news medium that have filed an annual request for such notices.

PASSED this 7<sup>th</sup> day of November, 2018 with \_\_\_\_\_ members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 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 7<sup>th</sup> day of November, 2018

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

Attest:

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

## **City of Wilmington Regular City Council Meetings 2019**

The City of Wilmington City Council has set the first and third Tuesday of each month, unless otherwise noted for the 2019 regular meeting dates. All meetings begin at 7:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

### First Tuesday

January 3

(meeting moved to Thursday due to holiday)

February 5

March 5

April 3

(meeting moved to Wednesday due to election)

May 7

June 4

July 2

August 7

(meeting moved to Wednesday due to National Night Out)

September 3

October 1

November 5

December 3

### Third Tuesday

January 15

February 19

March 19

April 16

May 21

June 18

July 16

August 20

September 17

October 15

November 19

December 17

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

## **City of Wilmington Planning and Zoning Commission Meetings 2019**

The City of Wilmington City Council has set the first Thursday of each month, unless otherwise noted for the 2019 Planning and Zoning Commission meeting dates. All meetings begin at 5:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 10 - (moved to the second Thursday due to holiday)

February 7

March 7

April 4

May 2

June 6

July 11 (moved to the second Thursday due to holiday)

August 1

September 5

October 3

November 7

December 5

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

**City of Wilmington**  
**Finance Administration and Land Acquisition Committee**  
**Meetings 2019**

The City of Wilmington City Council has set the third Tuesday of each month, unless otherwise noted for the 2019 Finance Administration and Land Acquisition Committee meeting dates. All meetings begin at 6:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 15  
February 19  
March 19  
April 16  
May 21  
June 18  
July 16  
August 20  
September 17  
October 15  
November 19  
December 17

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

**City of Wilmington**  
**Police and ESDA Committee Meetings 2019**

The City of Wilmington City Council has set the second Tuesday of each month, unless otherwise noted for the 2019 Police and ESDA Committee meeting dates. All meetings begin at 5:30 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 9

February 13

March 13

April 10

May 8

June 12

July 10

August 14

September 11

October 9

November 13

December 11

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

## **City of Wilmington Ordinance and Licensing Committee Meetings 2019**

The City of Wilmington City Council has set the second Tuesday of each month, unless otherwise noted for the 2019 Ordinance and Licensing Committee meeting dates. All meetings begin at 6:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 8

February 12

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 8

November 12

December 10

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

**City of Wilmington**  
**Buildings, Grounds, Parks, Health and Safety Committee**  
**Meetings 2019**

The City of Wilmington City Council has set the second Wednesday of each month, unless otherwise noted for the 2019 Buildings, Grounds, Parks, Health and Safety Committee meeting dates. All meetings begin at 5:30 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 9

February 13

March 13

April 10

May 8

June 12

July 10

August 14

September 11

October 9

November 13

December 11

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

**City of Wilmington**  
**Water, Sewer, Streets, and Alleys Committee Meetings 2019**

The City of Wilmington City Council has set the second Wednesday of each month, unless otherwise noted for the 2019 Water, Sewer, Streets, and Alleys Committee meeting dates. All meetings begin at 6:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 9

February 13

March 13

April 10

May 8

June 12

July 10

August 14

September 14

October 9

November 13

December 11

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

**RESOLUTION NO. 2018-12**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT AND THE SALE OF THE PROPERTY COMMONLY KNOWN AS 1.40 ACRES, MORE OR LESS, ON WEST STRIP MINE ROAD, WILMINGTON, WILL COUNTY, ILLINOIS**

**WHEREAS**, the City of Wilmington is authorized by 11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2) to sell real estate; and

**WHEREAS**, the City of Wilmington, (hereinafter “Seller”), and Township of Wilmington Road District, (hereinafter “Purchaser”), desire to enter into a Real Estate Sales Contract of a vacant parcel of land commonly known as 1.40 Acres, more or less, on West Strip Mine Road, Wilmington, Illinois, Permanent Index Number 03-17-33-100-002-0000 (hereinafter referred to as the “property”), more specifically described in Exhibit A attached hereto; and

**WHEREAS**, the Seller is authorized to complete the sale of such property to Purchaser by resolution passed by a 2/3 vote of the corporate authorities then holding office; and

**WHEREAS**, Seller no longer utilizes the property and has the power to convey the property to the Purchaser upon such terms as may be agreed upon by the corporate authorities of the Seller and Purchaser pursuant to 605/2 of the Local Government Act (50 ILCS 605/2); and

**WHEREAS**, Purchaser agrees to purchase and Seller agrees to sell for the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) said Property; and

**WHEREAS**, said Real Estate Sales Contract sets forth the general terms for the purchase and sale of said Property; and

**WHEREAS**, the City of Wilmington has reviewed said Real Estate Sales Contract, deems it fair and reasonable, and recommends its acceptance and execution.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS STATUTORY AND OTHER POWERS AS FOLLOWS:**

**SECTION 1. INCORPORATION OF RECITALS.**

The recitals set forth above are incorporated herein as if fully set forth in Section 1.

**SECTION 2: SALE AND CONVEYANCE.**

The City of Wilmington shall convey the property described in Exhibit A to Township of Wilmington Road District in exchange for the sum of Twenty Thousand Dollars (\$20,000.00). The conveyance shall be by quitclaim deed and shall be subject to the Real Estate Sales Contract that sets forth the general terms of the purchase and sale for said property.

**SECTION 3: AUTHORIZATION**

The Mayor, Attorney Jeff Fisher, and the City Administrator are authorized and directed to execute such documents as are required to satisfy the intent of this Resolution.

**SECTION 4: SEVERABILITY**

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

**SECTION 5: REPEALER**

All resolutions or parts thereof which conflict with any term, condition, provision or section of this Resolution shall be and the same are hereby repealed.

**SECTION 6: EFFECTIVE DATE**

This Resolution shall be effective from and after its passage, approval, publication in pamphlet form, and after such deed is recorded with the Will County Recorder.

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

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

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

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

Attest:

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

**LEGAL DESCRIPTION**

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 1 DEGREE 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 333.00 FEET ON THE EAST LINE OF SAID NORTHWEST QUARTER, THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST, A DISTANCE OF 225.00 FEET, THENCE NORTH 1 DEGREE 50 MINUTES 50 SECOND WEST, A DISTANCE OF 145.00 FEET, THENCE NORTH 88 DEGREES 08 MINUTES 05 SECONDS EAST, A DISTANCE OF 75.00 FEET, THENCE NORTH 1 DEGREE 50 MINUTES 50 SECONDS WEST, A DISTANCE OF 188.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 88 DEGREES 08 MINUTES 05 SECONDS EAST, A DISTANCE OF 150.00 FEET ON SAID NORTH LINE, TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION USED, TAKEN OR DEDICATED FOR ROADWAY PURPOSES.

**PARCEL/TAX IDENTIFICATION NUMBER**

03-17-33-100-002-0000

**COMMON DESCRIPTION**

1.40 Acres, more or less, on West Strip Mine Road, Wilmington, Illinois 60481