



**City of Wilmington**  
**Finance, Administration & Land Acquisition Committee**  
**Tuesday, October 18, 2016 at 6:00 p.m.**

**Location & Time**

Council Chamber  
Wilmington City Hall  
1165 S. Water Street  
6:00 p.m. 10/18/16

**Finance, Administration  
& Land Acquisition  
Committee Members**

Frank Studer, Co-Chair  
Fran Tutor, Co-Chair  
John Persic, Jr.  
Kevin Kirwin  
Larry Hall  
Kirby Hall  
Joe Van Duyne  
Steve Evans

**Agenda**

1. Call to Order
2. Review/Approve the minutes from the September 20, 2016 and October 4, 2016 meetings
3. Review Accounting Reports as Presented by City Accountant
4. Review / Approve 2017 Meeting Dates and Times
5. Review/Approve the Memorandum of Understanding Between the Illinois Department of Transportation and the City of Wilmington for Improvements to N. Water Street and N. Kankakee Street
6. Review/Approve the Intergovernmental Agreement Between the Chicago Metropolitan Agenda for Planning and the City of Wilmington for City of Wilmington Downtown Plan
7. Review/Approve Resolution No. 2016-11 ó A Resolution to Accept Planning Assistance Services Delivered by the Chicago Metropolitan Agency for Planning
8. Review/Approve An Ordinance Directing the Sales of the Former City of Wilmington Police Station at 120 N. Main Street Bearing Parcel Number 03-17-25-323-013-0000 and Adjoining Lots to the West and South
9. Review/Approve the Intergovernmental Agreement for Grundy-WESCOM Partnership Radio Infrastructure Project
10. Review/Approve Quote Submitted by JR Castle Construction, Inc. for the Widowø Road Storm Water Replacement Project
11. Fiscal Year 2016 Audit as Presented by Mack & Associates
12. Adjournment

**Committee:** Finance, Administration and Land Acquisition

**Date:** Tuesday September 20, 2016

**Time:** 6:00 p.m.

**Members**

**Present:** Aldermen L. Hall, Kirwin, K. Hall, Evans, Tutor, Van Duyne, Persic and Studer

**Non-Members**

**Present:** Mayor Orr, City Clerk Judy Radosevich, City Administrator Tony Graff, City Attorney Urban, City Accountant Kim Doglio and City Engineer Colby Zemaitis

Alderman Studer called the Finance, Administration and Land Acquisition Committee Meeting to order at 6:00 pm

**Approve of the August 16, 2016 Meeting Minutes**

Alderman Tutor made a motion and Alderman Persic seconded to approve the August 16, 2016 Committee meeting minutes as written and have them placed on file, motion passed.

**Review Accounting Report as Presented by the City Accountant**

Kim Doglio the City Accountant noted that in the Check Register there was nothing unusual, just normal expenses.

The Collector's Report is status quo, Alderman Studer asked about the sales tax from the Truck Stop; Kim noted that the last report showed a positive flow, she was not able to give the Committee any numbers due to not being able to share specifics. Our Gaming Revenue continues to go even with the VFW being closed.

**Old Business:**

- a. Discuss/ Approve Next Step with City Property at 120 N. Main Street**
- b. Request to Declare Two Additional Lots at Old Wilmington Police Department as Surplus Property**

Administrator Graff noted that there is an interested party, but he is concerned about the 2 parcels numbers for the parking lot on the west side of the building, he will be more interested if we were going to sell the building along with the parking lots. This person seems to be interested in working with the City Hall property too and with the Historical Society.

After further discussion Alderman K. Hall made a motion and Alderman Tutor seconded to send to the October 4, 2016 City Council to allow to go to bid.

**New Business:**

**a. Review/Approve Ordinance – Skate Park Surplus Property**

After some discussion Alderman Tutor made a motion and Alderman Evans second to send to full Council for final approval, 8 yes, and motion passed

**b. Amendment to Openlands Lease Agreement**

Administrator Graff noted that we just got the revised comments on this and they are asking for \$5,000 to extend the lease for 1 more year. We will be meeting with them to negotiate the closing of this property. I am asking for this to be put on the next City Council Meeting, and Attorney Urban will have the final review of the agreement. This is just informational at this time; they are looking for an offer from us to settle this.

**c. Review/Approve the 14<sup>th</sup> Amendment to the Redevelopment Agreement By and Among the City of Wilmington and Adar Ridgeport Industrial Partners, LLC and Ridgeport Partners II, LLC**

Administrator Graff noted we will hold off on this and that the negotiations have been completed, the Attorneys just could not get everything written up in time, as soon as we get the documents, we will have it ready for City Council and they are looking to close around October 22, 2016

**d. Discussion – Elected Official Salaries**

Administrator Graff noted that he has been approached about salaries and that if there was to be a salary increase for the Elected Official that it would have to be approved 180 days before taking office

Alderman Tutor made a motion and Alderman L. Hall seconded to adjourn the September 20, 2016 Finance, Administration & Land Acquisition Meeting at 6:48 p.m. Motion passed

Respectfully Submitted,

Judith Radosevich  
City Clerk

## **City of Wilmington Special Meeting - Finance, Administration and Land Acquisition**

**Date:** Tuesday October 4, 2016

**Time:** 6:00 p.m.

### **Members**

**Present:** Aldermen L. Hall, K. Hall, Evans, Van Duyne, Persic and Studer

**Absent;** Aldermen Kirwin and Tutor

### **Non-Members**

**Present:** Mayor Orr, City Clerk Judy Radosevich and City Accountant Kim Doglio

Alderman Studer called the City of Wilmington Special Meeting - Finance, Administration and Land Acquisition Committee Meeting to order at 6:00 pm

### **Review/Approve the Memorandum of understanding Between the Illinois Department of Transportation and the City of Wilmington for Improvements to N. Water Street and N. Kankakee Street**

Mayor Orr noted that there has been much discussion in regards to the use of local roads as it pertains to the overweigh vehicles in relationship to the High Speed Rail. Our roads do not have the ability to handle that weight, after further discussion we contacted IDOT and can up with this MOU that states that after the end of this project approx 18 months that they will do a grind mill and overlay of Water Street & Kankakee Street from Rte 53 to the tracks, after some additional discussion Alderman K. Hall made a motion and Alderman Persic seconded to send to City Council for approval after Legal Review, motion passed

### **Review/Approve the Intergovernmental Agreement Between the Chicago Metropolitan Agenda for Planning and the City of Wilmington for City of Wilmington Downtown Plan**

### **Review/Approve Resolution No. 2016-11 – A Resolution to accept Planning Assistance Services Delivered by the Chicago Metropolitan Agency for Planning.**

Alderman L. Hall made a motion and Alderman Van Duyne seconded to Table the above 2 items until the October 18, 2016 Finance, Administration & Land Acquisition Committee Meeting, motion passed.

### **Review/Approve An Ordinance Directing the Sale of the Former City of Wilmington Police Station at 120 N. Main Street Bearing Parcel Number 03-17-25-323-013-0000 and Adjoining Lots to the West and South**

Alderman L. Hall said he would like to Table this until he can see a layover of the 6 lot numbers involved, he is not sure where the Old City Hall and the Parking Lot come I to play on the Plat of Easement, Alderman Van Duyne agreed with Alderman L. Hall to send back to Building and Grounds for further discussion. Motion moves to City Council for further review

Alderman L. Hall made a motion to adjourn the October 4, 2016 Special Meeting - Finance, Administration & Land Acquisition Meeting at 6:34 p.m.  
Motion passed

Respectfully Submitted,

Judith Radosevich  
City Clerk

# City of Wilmington

Check Register Meeting Date: October 18, 2016



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
0	10/18/2016	Payroll Sweep	76,957.50
0	10/18/2016	IMRF	21,734.46
0	10/18/2016	WEX Bank	2,745.39
0	10/18/2016	ICMA	725.00
0	10/18/2016	Misc Vendors	154.97
18229	10/18/2016	Air Gas USA, LLC	46.32
18230	10/18/2016	Angelos True Value / Ben Angelos Liquors Inc	215.98
18231	10/18/2016	Brown's Building Maintenance, Inc.	2,226.00
18232	10/18/2016	Clennon Electric Co Inc	113.70
18233	10/18/2016	Comcast	159.35
18234	10/18/2016	ComEd	145.17
18235	10/18/2016	D'Orazio Ford	2,324.28
18236	10/18/2016	Jeremy DeVivo	549.00
18237	10/18/2016	DTW Inc	513.75
18238	10/18/2016	Engineered Rail Solutions, LLC	1,870.00
18239	10/18/2016	Evans Lawn & Garden Inc	22.37
18240	10/18/2016	Fisher Auto Parts Inc	57.88
18241	10/18/2016	Ford Motor Credit Co. LLC	38,171.58
18242	10/18/2016	G W Communications	152.40
18243	10/18/2016	Grundy Supply	326.46
18244	10/18/2016	H.L. & Associates, Inc.	2,525.00
18245	10/18/2016	Hey & Associates, Inc.	22,166.68
18246	10/18/2016	Hinshaw & Culbertson LLP	55.00
18247	10/18/2016	Il Fire & Police Commissioners Assoc	375.00
18248	10/18/2016	K & M Tires, Inc.	965.64
18249	10/18/2016	Kavanagh Grumley & Gorbald, LLC	575.50
18250	10/18/2016	Keslin Engineering Inc	1,200.00
18251	10/18/2016	Konica Minolta	348.26
18252	10/18/2016	Konica Minolta	310.35
18253	10/18/2016	Liberty Fire Equipment Inc	121.90
18254	10/18/2016	Marlin Business Bank	1,386.00
18255	10/18/2016	William McCluskey	20.00
18256	10/18/2016	Midwest Paving Equipment, Inc.	856.67
18257	10/18/2016	Norwalk Tank Company	162.24
18258	10/18/2016	Peckham Guyton Albers & Viets, In	2,100.00
18259	10/18/2016	Petty Cash Fund	148.33
18260	10/18/2016	Prairie Material Sales Inc	855.53
18261	10/18/2016	Staples Advantage	333.38

Check#	Date	Vendor/Employee	Amount
18262	10/18/2016	TransUnionsRisk&Alternative Data Solutions, Inc.	25.00
18263	10/18/2016	Travel Centers of America, LLC	552.50
18264	10/18/2016	Tri County Stockdale Co	102.50
18265	10/18/2016	Underground Pipe & Valve Co	180.00
18266	10/18/2016	United States Post Office	550.00
18267	10/18/2016	John Urban	2,331.00
18268	10/18/2016	Vardal Survey & Laser Systems	295.00
18269	10/18/2016	WESCOM	14,703.16
18270	10/18/2016	Whitmore Investments Inc	364.56
18271	10/18/2016	Will County Animal Control	620.00
18272	10/18/2016	Will County Recorder	38.75
TOTAL:			<u>203,479.51</u>

Fund	2	Water Operating M & R Fund	
0	10/18/2016	Payroll Sweep	15,737.88
0	10/18/2016	FedEx	23.60
0	10/18/2016	IMRF	4,795.53
0	10/18/2016	USPS	499.00
0	10/18/2016	WEX Bank	326.26
9443	10/18/2016	Accela, Inc. #774375	1,352.50
9445	10/18/2016	Clennon Electric Co Inc	90.00
9446	10/18/2016	DTW Inc	1,626.25
9450	10/18/2016	G W Communications	149.40
9451	10/18/2016	HD Supply Waterworks, LTD	1,004.97
9453	10/18/2016	Konica Minolta	109.00
9458	10/18/2016	PDC Labs Inc	52.00
9459	10/18/2016	Petty Cash Fund	5.00
9460	10/18/2016	Pittsburg Tank & Tower Maint. Co, Inc.	3,600.00
9461	10/18/2016	Staples Advantage	310.84
9462	10/18/2016	Underground Pipe & Valve Co	591.00
9463	10/18/2016	United States Post Office	225.00
9464	10/18/2016	USA Blue Book	1,244.67
9465	10/18/2016	Waste Management Of Il SW	36,724.37
9466	10/18/2016	Whitmore Investments Inc	204.17
TOTAL:			<u>68,671.44</u>

Fund	3	Sewer Capital Project Fund	
0	10/18/2016	Payroll Sweep	453.20
TOTAL:			<u>453.20</u>

Fund	4	Sewer Operating M & R Fund	
0	10/18/2016	Payroll Sweep	11,527.77
0	10/18/2016	IMRF	3,383.99
0	10/18/2016	USPS	499.00
0	10/18/2016	WEX Bank	247.37
9443	10/18/2016	Accela, Inc. #774375	1,352.50

Check#	Date	Vendor/Employee	Amount
9444	10/18/2016	Cintas Corporation	98.41
9445	10/18/2016	Clennon Electric Co Inc	135.00
9446	10/18/2016	DTW Inc	78.75
9447	10/18/2016	Evans Lawn & Garden Inc	113.89
9449	10/18/2016	Fisher Auto Parts Inc	55.21
9452	10/18/2016	Joliet Technologies, LLC	280.00
9453	10/18/2016	Konica Minolta	109.00
9454	10/18/2016	Stephanie Little	458.43
9455	10/18/2016	Menards-Joliet	266.40
9456	10/18/2016	Nestle Water North America	64.34
9457	10/18/2016	Nicor	38.83
9459	10/18/2016	Petty Cash Fund	52.88
9461	10/18/2016	Staples Advantage	33.99
9462	10/18/2016	Underground Pipe & Valve Co	540.00
9463	10/18/2016	United States Post Office	225.00
9464	10/18/2016	USA Blue Book	1,037.52
9465	10/18/2016	Waste Management Of Il SW	665.75
9466	10/18/2016	Whitmore Investments Inc	416.06
TOTAL:			<u>21,680.09</u>
<b>Fund</b>	<b>5</b>	<b>DFC Federal Grant Fund</b>	
0	10/13/2016	Better Business Planning Inc.	2,515.77
TOTAL:			<u>2,515.77</u>
<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	10/18/2016	WEX Bank	287.20
18240	10/18/2016	Fisher Auto Parts Inc	9.99
18269	10/18/2016	WESCOM	36.36
18270	10/18/2016	Whitmore Investments Inc	191.25
TOTAL:			<u>524.80</u>
<b>Fund</b>	<b>17</b>	<b>Water Capital Project Fund</b>	
0	10/18/2016	Payroll Sweep	1,359.60
9445	10/18/2016	Clennon Electric Co Inc	15,964.00
9448	10/18/2016	FBI Buildings, Inc.	5,674.00
9462	10/18/2016	Underground Pipe & Valve Co	4,712.20
TOTAL:			<u>27,709.80</u>
<b>Fund</b>	<b>24</b>	<b>Capital Project Fund</b>	
2008	10/11/2016	Openlands	5,000.00
2009	10/11/2016	Stuart Regan	6,850.00
TOTAL:			<u>11,850.00</u>
<b>Fund</b>	<b>25</b>	<b>RidgePort TIF#2 Fund</b>	
1104	10/18/2016	Peckham Guyton Albers & Viets, In	3,020.00
TOTAL:			<u>3,020.00</u>

Check#	Date	Vendor/Employee	Amount
<b>GRAND TOTAL EXPENDITURES ALL FUNDS:</b>			<b><u>339,904.61</u></b>

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Larry Hall

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Kirby Hall

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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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Joe VanDuyne

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Fran Tutor

**Approved: Oct. 18, 2016**

**City of Wilmington**  
**Collector's Report of Deposits Other Than Taxes**  
**For the Month Ended September 30, 2016**

**GENERAL CORPORATE**

BUSINESS REGISTRATION FEE	20.00
ECONOMIC DEVELOPMENT FEE	583.13
CONTRACTOR'S REGISTRATION FEE	1,875.00
OPERATING LICENSES - MISC	100.00
LIQUOR LICENSES	0.00
OTHER MISC. REIMBURSEMENTS	89.85
HEALTH INSURANCE REIMBURSEMENTS	6,888.17
OTHER MISC. INCOME	2,777.19
DEVELOPERS REIMBURSEMENTS	17,026.56

**BUILDING**

BUILDING PERMIT FEES	28,759.42
BUILDING PERMIT INSPECTION FEES	5,600.00
CITY ENGINEER SERVICES BLDG DEPT	0.00
CITY ENGINEER SERVICES P & Z	0.00
PLANNING & ZONING FEE	150.00

**POLICE**

CLERK OF CIRCUIT COURT FINES	4,854.56
ORDINANCE/MISC FINES	8,691.00
IMPOUNDMENT FINES	750.00

GENERAL CORPORATE TOTAL	78,164.88
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**WATER & SEWER**

WATER DIST SYSTEM TAP-ON FEES	0.00
WATER SYSTEM CAPACITY USER FEES	0.00
WATER METER PURCHASES	0.00
SEWER SYSTEM CAPACITY USER FEES	0.00
SEWER COLLECTION SYSTEM FEES	0.00
LATE FEES/PENALTIES	6,893.13
CITY ENGINEER SERVICES	0.00
OTHER MISC. INCOME	1,227.14
OTHER REIMBURSEMENTS - W&S	1,546.76
UTILITY BILLING CASH RECEIPTS	285,606.04

WATER & SEWER TOTAL	295,273.07
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<b><u>TOTAL MONTHLY RECEIPTS:</u></b>	<b>\$373,437.95</b>
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General Ledger  
 Revenue vs. Expenses Summary

<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	193,518.19	773,784.84	530,284.47	437,018.56
02	Water Operating M & R Fund	118,191.29	129,425.70	154,537.52	93,079.47
03	Sewer Capital Project Fund	18,452.59	4,529.21	21,381.87	1,599.93
04	Sewer Operating M & R Fund	26,320.91	150,483.94	52,366.37	124,438.48
05	DFC Federal Grant Fund	(0.00)	26,249.91	24,118.35	2,131.56
06	Motor Fuel Tax Fund	45,438.14	17,627.35	0.00	63,065.49
07	ESDA Fund	(421.02)	15,568.75	13,392.27	1,755.46
12	Debt Service Fund	91,040.65	67,086.59	0.00	158,127.24
17	Water Capital Project Fund	34,977.96	13,394.54	10,696.18	37,676.32
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	1,060.00	431.00	0.00	1,491.00
24	Capital Project Fund	(223,164.49)	28.57	16.91	(223,152.83)
25	RidgePort TIF#2 Fund	495,805.17	495,633.18	31,898.31	959,540.04
	Report Totals:	801,219.39	1,694,243.58	838,692.25	1,656,770.72

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
01	General Corporate Fund					
	Property Tax Revenue	1,140,154.00	445,102.09	1,075,095.32	65,058.68	5.70
	Taxes-State Per Capita Revenue	719,514.00	96,636.08	346,837.51	372,676.49	51.79
	Tax Revenue - Other	1,163,000.00	94,937.03	456,737.64	706,262.36	60.72
	Utility Taxes	674,000.00	45,062.51	207,128.02	466,871.98	69.26
	License Fees	61,300.00	2,578.13	13,941.72	47,358.28	77.25
	Building Fees	786,720.00	34,509.42	345,668.33	441,051.67	56.06
	Franchise Fee	75,000.00	0.00	0.00	75,000.00	100.00
	Fines and Court Fees	131,000.00	13,864.56	64,404.32	66,595.68	50.83
	Rental Income	1,000.00	0.00	225.00	775.00	77.50
	Interest Income	600.00	174.65	713.50	(113.50)	(18.91)
	Grants - Misc.	9,000.00	0.00	0.00	9,000.00	100.00
	Developer Reimbursements	412,500.00	17,026.56	89,813.76	322,686.24	78.22
	Other Reimbursements	50,000.00	89.85	24,121.49	25,878.51	51.75
	Employee Ins Reimb.	70,000.00	6,888.17	28,131.91	41,868.09	59.81
	Other Misc. Income	25,000.00	2,602.54	9,819.84	15,180.16	60.72
	Transfers From Other Funds	75,000.00	14,313.25	14,313.25	60,686.75	80.91
	REVENUE Totals:	5,393,788.00	773,784.84	2,676,951.61	2,716,836.39	50.37
	Salary Expense	2,080,200.00	154,998.75	820,458.23	1,259,741.77	60.55
	Police Commission Exp	17,500.00	220.00	2,302.85	15,197.15	86.84
	Employee Health & Life Insuran	340,000.00	26,923.16	104,244.02	235,755.98	69.34
	Retired Empl Health Ins/Dental	125,000.00	9,497.40	41,259.96	83,740.04	66.99
	Oper Supplies and Tools	36,500.00	1,239.12	12,841.88	23,658.12	64.81
	Gasoline, Oil & Tolls	82,000.00	4,516.90	22,564.85	59,435.15	72.48
	Office Supplies	20,850.00	533.91	4,927.07	15,922.93	76.36
	Training Expenses & Mileage	25,000.00	1,510.12	10,302.61	14,697.39	58.79
	Property, Equip & Liabilty Ins	328,000.00	17,091.00	90,455.00	237,545.00	72.42
	Engineering Services	61,000.00	0.00	7,957.55	53,042.45	86.95
	Legal Services	103,000.00	2,297.90	21,174.00	81,826.00	79.44
	Notices/Legal Publications	4,000.00	548.50	986.30	3,013.70	75.34
	Consulting /Service Fees	465,700.00	14,781.96	197,237.69	268,462.31	57.64
	Other Professional Services	281,500.00	48,345.69	156,100.08	125,399.92	44.54
	Computer Maint. & Prog. Fees	49,000.00	4,823.22	23,585.63	25,414.37	51.86
	Dues, Subscrp. & Memberships	12,400.00	800.00	2,738.04	9,661.96	77.91
	Community Dev Expense	42,000.00	3,889.38	8,076.07	33,923.93	80.77
	Maintenance - Equipment	40,800.00	3,059.77	13,178.34	27,621.66	67.70
	Maintenance - Grounds/Building	175,000.00	28,135.89	87,506.71	87,493.29	49.99
	Vehicle Expenses	51,700.00	3,450.26	11,916.30	39,783.70	76.95
	Uniforms	29,000.00	848.71	9,970.91	19,029.09	65.61
	Rental of Equipment	10,400.00	0.00	690.00	9,710.00	93.36
	Utilities / Telephone Services	132,800.00	9,749.39	46,684.17	86,115.83	64.84
	Misc	175,500.00	215.50	1,919.51	173,580.49	98.90
	Expensed Equipment	13,000.00	1,696.16	3,982.34	9,017.66	69.36
	Leased Equipment	105,100.00	2,030.07	52,987.31	52,112.69	49.58

<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>
	Capital Equipment Purchases	8,000.00	0.00	1,385.05	6,614.95	82.68
	Transfers to Other Funds	105,000.00	15,000.00	15,000.00	90,000.00	85.71
	Payroll Tax/Pension Expenses	662,000.00	174,081.71	467,500.58	194,499.42	29.38
	EXPENSES Totals:	5,581,950.00	530,284.47	2,239,933.05	3,342,016.95	59.87
	01 Totals:	(188,162.00)*	243,500.37*	437,018.56*	(625,180.56)*	332.25*
02	Water Operating M & R Fund					
	Garbage Collection Fees	478,000.00	35,799.65	178,821.98	299,178.02	62.59
	Utility Usage Fees	905,000.00	80,525.23	395,072.38	509,927.62	56.34
	Utility Base/DS Fees	168,000.00	13,839.97	69,157.01	98,842.99	58.83
	Meter Fees	30,000.00	(2,042.31)	9,112.69	20,887.31	69.62
	Utility Capacity Fees	38,700.00	0.00	18,825.00	19,875.00	51.35
	Interest Income	50.00	15.70	93.69	(43.69)	(87.38)
	Other Reimbursements	10,700.00	887.46	4,507.67	6,192.33	57.87
	Other Misc. Income	8,000.00	400.00	1,975.00	6,025.00	75.31
	Transfers From Other Funds	85,000.00	0.00	0.00	85,000.00	100.00
	REVENUE Totals:	1,723,450.00	129,425.70	677,565.42	1,045,884.58	60.68
	Salary Expense	397,000.00	29,991.70	160,949.81	236,050.19	59.45
	Employee Health & Life Insuran	91,000.00	7,002.27	27,881.72	63,118.28	69.36
	Oper Supplies and Tools	13,000.00	144.84	1,748.34	11,251.66	86.55
	Gasoline, Oil & Tolls	20,000.00	2,078.37	3,420.07	16,579.93	82.90
	Office Supplies	13,000.00	14.98	4,199.54	8,800.46	67.69
	Training Expenses & Mileage	5,200.00	1,057.00	1,792.06	3,407.94	65.53
	Property, Equip & Liabilty Ins	113,000.00	3,000.00	12,000.00	101,000.00	89.38
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	700.00	0.00	391.80	308.20	44.02
	Consulting /Service Fees	6,000.00	363.12	2,395.42	3,604.58	60.07
	Other Professional Services	18,500.00	1,183.75	4,696.50	13,803.50	74.61
	Computer Maint. & Prog. Fees	13,000.00	1,487.97	6,153.54	6,846.46	52.66
	Dues, Subscrp. & Memberships	1,300.00	0.00	524.60	775.40	59.64
	Maintenance - Equipment	55,750.00	7,241.31	12,764.39	42,985.61	77.10
	Maintenance - Grounds/Building	50,000.00	12,355.33	28,046.53	21,953.47	43.90
	Vehicle Expenses	1,000.00	0.00	281.49	718.51	71.85
	Uniforms	2,500.00	0.00	930.78	1,569.22	62.76
	Rental of Equipment	9,000.00	0.00	0.00	9,000.00	100.00
	Utilities / Telephone Services	71,500.00	2,254.93	16,646.67	54,853.33	76.71
	Debt Service Bond Pymts	70,700.00	29,108.95	29,108.95	41,591.05	58.82
	Misc	22,500.00	0.00	0.00	22,500.00	100.00
	Expensed Equipment	500.00	0.00	0.00	500.00	100.00
	Leased Equipment	29,000.00	366.79	6,651.56	22,348.44	77.06
	Capital Equipment Purchases	10,000.00	0.00	0.00	10,000.00	100.00
	Transfers to Other Funds	50,000.00	3,360.39	17,203.27	32,796.73	65.59

<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>
	Chemical Treatment, Disposal	129,000.00	10,042.40	31,300.69	97,699.31	75.73
	Garbage Disposal Fee	478,000.00	36,225.95	184,857.98	293,142.02	61.32
	Payroll Tax/Pension Expenses	82,200.00	7,257.47	30,540.24	51,659.76	62.84
	EXPENSES Totals:	1,755,350.00	154,537.52	584,485.95	1,170,864.05	66.70
	02 Totals:	(31,900.00)*	(25,111.82)*	93,079.47*	(124,979.47)*	391.78*
03	Sewer Capital Project Fund					
	Utility Usage Fees	38,000.00	3,717.77	16,841.46	21,158.54	55.68
	Utility Exp, Fees (TAP)	6,000.00	0.00	6,000.00	0.00	0.00
	Utility Eng. Fee for Service	1,000.00	0.00	190.00	810.00	81.00
	Rental Income	6,600.00	550.00	2,750.00	3,850.00	58.33
	Interest Income	500.00	261.44	1,199.94	(699.94)	(139.98)
	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	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	102,100.00	4,529.21	26,981.40	75,118.60	73.57
	Salary Expense	12,500.00	906.40	4,906.00	7,594.00	60.75
	Engineering Services	175,000.00	16,200.00	16,200.00	158,800.00	90.74
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Capital Equipment Purchases	30,500.00	4,275.47	4,275.47	26,224.53	85.98
	Construction Projects	15,000.00	0.00	0.00	15,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	253,000.00	21,381.87	25,381.47	227,618.53	89.96
	03 Totals:	(150,900.00)*	(16,852.66)*	1,599.93*	(152,499.93)*	101.06*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	820,000.00	70,994.00	366,156.90	453,843.10	55.34
	Utility Base/DS Fees	960,000.00	78,830.64	395,826.68	564,173.32	58.76
	Utility Capacity Fees	160,000.00	0.00	83,530.00	76,470.00	47.79
	Interest Income	50.00	0.00	0.00	50.00	100.00
	Other Reimbursements	10,000.00	659.30	11,666.73	(1,666.73)	(16.66)
	Other Misc. Income	2,000.00	0.00	1,877.02	122.98	6.14
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	1,952,050.00	150,483.94	859,057.33	1,092,992.67	55.99
	Salary Expense	310,000.00	21,761.42	112,801.25	197,198.75	63.61
	Employee Health & Life Insuran	82,000.00	5,367.60	20,151.75	61,848.25	75.42
	Oper Supplies and Tools	15,000.00	1,245.15	4,316.32	10,683.68	71.22
	Gasoline, Oil & Tolls	8,000.00	365.94	856.35	7,143.65	89.29
	Office Supplies	14,500.00	58.34	4,944.22	9,555.78	65.90
	Training Expenses & Mileage	7,500.00	1,180.00	2,129.00	5,371.00	71.61

General Ledger  
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Property, Equip & Liability Ins	88,000.00	2,000.00	8,000.00	80,000.00	90.90
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	1,000.00	0.00	441.00	559.00	55.90
	Consulting /Service Fees	7,000.00	363.14	2,363.37	4,636.63	66.23
	Other Professional Services	20,000.00	0.00	15,000.00	5,000.00	25.00
	Computer Maint. & Prog. Fees	17,000.00	1,463.00	5,455.43	11,544.57	67.90
	Dues, Subscrip. & Memberships	1,100.00	0.00	0.00	1,100.00	100.00
	Maintenance - Equipment	88,000.00	7,326.58	28,433.54	59,566.46	67.68
	Maintenance - Grounds/Building	52,000.00	1,253.50	7,545.17	44,454.83	85.49
	Vehicle Expenses	2,500.00	13.96	20.86	2,479.14	99.16
	Uniforms	3,000.00	128.94	128.94	2,871.06	95.70
	Rental of Equipment	3,000.00	0.00	0.00	3,000.00	100.00
	Utilities / Telephone Services	112,000.00	7,536.03	32,835.52	79,164.48	70.68
	Debt Service Bond Pymts	902,300.00	0.00	451,056.86	451,243.14	50.01
	Misc	12,500.00	0.00	0.00	12,500.00	100.00
	Expensed Equipment	500.00	0.00	0.00	500.00	100.00
	Leased Equipment	4,000.00	366.79	1,169.58	2,830.42	70.76
	Capital Equipment Purchases	5,000.00	0.00	0.00	5,000.00	100.00
	Transfers to Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	Chemical Treatment, Disposal	70,500.00	147.52	19,741.20	50,758.80	71.99
	Payroll Tax/Pension Expenses	62,000.00	1,788.46	17,228.49	44,771.51	72.21
	EXPENSES Totals:	1,945,400.00	52,366.37	734,618.85	1,210,781.15	62.23
	04 Totals:	6,650.00*	98,117.57*	124,438.48*	(117,788.48)*	(1,771.25)*
05	DFC Federal Grant Fund					
	Grants - Federal	185,000.00	26,249.91	80,436.64	104,563.36	56.52
	REVENUE Totals:	185,000.00	26,249.91	80,436.64	104,563.36	56.52
	Misc	185,000.00	24,118.35	78,305.08	106,694.92	57.67
	EXPENSES Totals:	185,000.00	24,118.35	78,305.08	106,694.92	57.67
	05 Totals:	0.00*	2,131.56*	2,131.56*	(2,131.56)*	0.00*
06	Motor Fuel Tax Fund					
	Taxes-State Per Capita Revenue	148,250.00	17,583.64	64,802.46	83,447.54	56.28
	Interest Income	200.00	43.71	162.58	37.42	18.71
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	153,450.00	17,627.35	64,965.04	88,484.96	57.66
	Misc	1,000.00	0.00	0.00	1,000.00	100.00
	Road Construction Projects	5,000.00	0.00	1,899.55	3,100.45	62.00
	Road Repair Materials	16,000.00	0.00	0.00	16,000.00	100.00

General Ledger  
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	EXPENSES Totals:	22,000.00	0.00	1,899.55	20,100.45	91.36
	06 Totals:	131,450.00*	17,627.35*	63,065.49*	68,384.51*	52.02*
07	ESDA Fund					
	Property Tax Revenue	1,414.00	568.75	1,374.70	39.30	2.77
	Interest Income	30.00	0.00	0.00	30.00	100.00
	Grants - State- Other	16,600.00	0.00	9,390.00	7,210.00	43.43
	Special Use Revenue	0.00	0.00	820.00	(820.00)	0.00
	Other Reimbursements	1,000.00	0.00	340.46	659.54	65.95
	Other Misc. Income	500.00	0.00	0.00	500.00	100.00
	Transfers From Other Funds	30,000.00	15,000.00	15,000.00	15,000.00	50.00
	REVENUE Totals:	49,544.00	15,568.75	26,925.16	22,618.84	45.65
	Salary Expense	9,000.00	0.00	3,775.00	5,225.00	58.05
	Oper Supplies and Tools	10,200.00	713.83	1,096.47	9,103.53	89.25
	Gasoline, Oil & Tolls	4,000.00	170.48	1,211.64	2,788.36	69.70
	Office Supplies	1,300.00	0.00	144.11	1,155.89	88.91
	Training Expenses & Mileage	5,500.00	(30.00)	870.00	4,630.00	84.18
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,000.00	66.36	138.00	5,862.00	97.70
	Dues, Subscrp. & Memberships	1,100.00	0.00	83.95	1,016.05	92.36
	Maintenance - Equipment	5,500.00	1,587.89	4,875.88	624.12	11.34
	Vehicle Expenses	5,000.00	174.82	1,004.46	3,995.54	79.91
	Utilities / Telephone Services	4,500.00	774.65	2,035.95	2,464.05	54.75
	Misc	3,500.00	0.00	0.00	3,500.00	100.00
	Expensed Equipment	1,500.00	184.24	184.24	1,315.76	87.71
	Capital Equipment Purchases	7,500.00	9,750.00	9,750.00	(2,250.00)	(30.00)
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	64,800.00	13,392.27	25,169.70	39,630.30	61.15
	07 Totals:	(15,256.00)*	2,176.48*	1,755.46*	(17,011.46)*	111.50*
12	Debt Service Fund					
	Property Tax Revenue	145,700.00	57,423.98	138,796.10	6,903.90	4.73
	Deer Ridge SSA Repayments	32,000.00	9,588.05	25,354.48	6,645.52	20.76
	Revenue from Bonds/Loans	140,000.00	0.00	0.00	140,000.00	100.00
	Interest Income	100.00	74.56	257.91	(157.91)	(157.91)
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	322,800.00	67,086.59	164,408.49	158,391.51	49.06
	Consulting /Service Fees	7,500.00	0.00	0.00	7,500.00	100.00
	Debt Service Bond Pymts	305,225.00	0.00	6,281.25	298,943.75	97.94

General Ledger  
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Misc	3,000.00	0.00	0.00	3,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	315,725.00	0.00	6,281.25	309,443.75	98.01
	12 Totals:	7,075.00*	67,086.59*	158,127.24*	(151,052.24)*	(2,135.01)*
17	Water Capital Project Fund					
	Utility Usage Fees	32,000.00	3,175.36	14,214.95	17,785.05	55.57
	Meter Replacement Fees	74,500.00	6,209.50	31,161.25	43,338.75	58.17
	Utility Exp, Fees (TAP)	2,000.00	0.00	2,000.00	0.00	0.00
	Utility Eng. Fee for Service	1,000.00	0.00	380.00	620.00	62.00
	Revenue from Bonds/Loans	160,000.00	0.00	172,736.10	(12,736.10)	(7.96)
	Rental Income	6,600.00	550.00	2,750.00	3,850.00	58.33
	Interest Income	300.00	99.29	396.99	(96.99)	(32.33)
	Other Reimbursements	0.00	0.00	17,200.00	(17,200.00)	0.00
	Other Misc. Income	400,000.00	0.00	0.00	400,000.00	100.00
	Transfers From Other Funds	50,000.00	3,360.39	17,203.27	32,796.73	65.59
	REVENUE Totals:	726,400.00	13,394.54	258,042.56	468,357.44	64.47
	Salary Expense	36,200.00	2,719.20	14,718.00	21,482.00	59.34
	Employee Health & Life Insuran	0.00	0.00	0.00	0.00	0.00
	Engineering Services	100,000.00	0.00	0.00	100,000.00	100.00
	Legal Services	10,000.00	0.00	0.00	10,000.00	100.00
	Other Professional Services	6,000.00	5,007.00	5,007.00	993.00	16.55
	Maintenance - Equipment	82,100.00	0.00	24,323.22	57,776.78	70.37
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Other Capital Projects	190,000.00	246.47	172,454.51	17,545.49	9.23
	Capital Equipment Purchases	40,000.00	2,723.51	3,863.51	36,136.49	90.34
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	484,300.00	10,696.18	220,366.24	263,933.76	54.49
	17 Totals:	242,100.00*	2,698.36*	37,676.32*	204,423.68*	84.43*
20	Building Deposit Holding Acct					
	Interest Income	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:	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

<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>
	20 Totals:	(31,000.00)*	0.00*	0.00*	(31,000.00)*	100.00*
21	Mobile Equipment Fund					
	Fines and Court Fees	5,000.00	431.00	1,491.00	3,509.00	70.18
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Developer Reimbursements	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:	5,000.00	431.00	1,491.00	3,509.00	70.18
	MEF FUND Purchases	40,000.00	0.00	0.00	40,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	40,000.00	0.00	0.00	40,000.00	100.00
	21 Totals:	(35,000.00)*	431.00*	1,491.00*	(36,491.00)*	104.26*
24	Capital Project Fund					
	Revenue from Bonds/Loans	0.00	0.00	0.00	0.00	0.00
	Interest Income	500.00	28.57	137.85	362.15	72.43
	Grants- State IDOT/EDP	5,733,655.00	0.00	0.00	5,733,655.00	100.00
	Grants - State- Other	251,000.00	0.00	0.00	251,000.00	100.00
	Grants - Misc.	78,000.00	0.00	0.00	78,000.00	100.00
	Developer Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	325,000.00	0.00	0.00	325,000.00	100.00
	Other Misc. Income	301,000.00	0.00	10,000.00	291,000.00	96.67
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	6,689,155.00	28.57	10,137.85	6,679,017.15	99.84
	Consulting /Service Fees	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	515,000.00	16.91	227,558.18	287,441.82	55.81
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	350,000.00	0.00	5,732.50	344,267.50	98.36
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	5,976,655.00	0.00	0.00	5,976,655.00	100.00
	Bridge Cap Projects	80,000.00	0.00	0.00	80,000.00	100.00
	EXPENSES Totals:	6,931,655.00	16.91	233,290.68	6,698,364.32	96.63
	24 Totals:	(242,500.00)*	11.66*	(223,152.83)*	(19,347.17)*	7.97*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	1,021,900.00	495,478.05	990,956.21	30,943.79	3.02
	Interest Income	100.00	155.13	482.14	(382.14)	(382.14)
	REVENUE Totals:	1,022,000.00	495,633.18	991,438.35	30,561.65	2.99

General Ledger  
 Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Other Professional Services	25,000.00	17,585.06	17,585.06	7,414.94	29.66
	Community Dev Expense	922,000.00	0.00	0.00	922,000.00	100.00
	Transfers to Other Funds	75,000.00	14,313.25	14,313.25	60,686.75	80.91
	EXPENSES Totals:	1,022,000.00	31,898.31	31,898.31	990,101.69	96.87
	25 Totals:	0.00*	463,734.87*	959,540.04*	(959,540.04)*	0.00*
	REVENUE TOTAL	18,324,737.00**	1,694,243.58**	5,838,400.85**		
	EXPENSE TOTAL	18,632,180.00**	838,692.25**	4,181,630.13**		
	GRAND TOTAL	(307,443.00)**	855,551.33**	1,656,770.72**		

**City of Wilmington**  
**Finance Administration and Land Acquisition Committee**  
**Meetings 2017**

The City of Wilmington City Council has set the third Tuesday of each month, unless otherwise noted for the 2017 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 17  
February 21  
March 21  
April 18  
May 16  
June 20  
July 18  
August 15  
September 19  
October 17  
November 21  
December 19

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.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF WILMINGTON, IL  
FOR  
IMPROVEMENTS TO N. WATER STREET AND N. KANKAKEE STREET**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the \_\_\_ day of [October](#), 2016, by and among THE STATE OF ILLINOIS, acting by and through its Department of Transportation (hereinafter referred to as “State” or “IDOT”) and the City of Wilmington, an Illinois municipal corporation (“City”) (collectively, referred to as the “parties” and individually, referred to as a “party”).

Deleted: September

**RECITALS**

**WHEREAS**, IDOT is authorized to participate in the planning and development of a high speed rail (“HSR”) project in the State of Illinois; and

**WHEREAS**, IDOT and Union Pacific Railroad (öUPRRö) have entered into High Speed Rail 2A Route Construction Agreement, dated March 4, 2011 (as amended, supplemented or modified to date, the “Construction Agreement”); and

**WHEREAS**, the Construction Agreement obligates UPRR to construct, or cause to be constructed, certain improvements to both the railroad track through Wilmington, Illinois and the Kankakee River Bridge (öHSR Improvementsö); and

**WHEREAS**, the HSR Improvements include construction of new main track, construction of industrial tracks, grading, culvert construction, bridge work, construction of retaining walls, fencing and reconstruction of roadway crossings; and

**WHEREAS**, the completion of the HSR Improvements will require portions of North Water Street [between Route 53 and the railroad](#), North Kankakee Street [between Route 53 up to but not including the Forked Creek bridge](#), ~~Chicago Street~~, and First Street [from Route 53 to Davy Lane](#) (öHaul Routesö) in Wilmington, Illinois to be used as haul routes during construction; and

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**WHEREAS**, due to the extensive HSR Improvements required to the Wilmington, Illinois track and the Kankakee River Bridge, damage to the Haul Routes is anticipated as a result of the hauling of oversized equipment and materials on the Haul Routes; and

**WHEREAS**, the parties are authorized by applicable law to enter into this MOU on the terms and conditions hereinafter set forth.

NOW THEREFORE, the undersigned parties to this MOU agree:

1) After completion of the HSR Improvements, IDOT agrees to fund improvements, to the extent described in paragraph 2 herein below, to North Water Street and North Kankakee Street in Wilmington, Illinois to repair any damage that is ~~anticipated to be~~ caused by the implementation of the HSR Improvements;

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2) IDOT will provide continuous road maintenance of these roadways during implementation of the improvements and afterwards shall provide funding no sooner than State FY 2018 in the form of

reimbursement to the City of invoices paid by the City for the above described improvements in Section 1) to North Water Street and North Kankakee Street in Wilmington, Illinois ~~provided that such reimbursements will not exceed the following amounts for each street based on the 2016 estimates in Attachment A. If any additional repairs are needed based upon the evidence thereof beyond resurfacing, the State shall be responsible to pay to ensure the structural integrity of the roads.~~

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North Water Street ~~————~~ \$ 172,670.50  
North Kankakee Street ~~————~~ \$ 157,711.50

3) Reimbursement to the City for improvements to North Water Street and North Kankakee Street is limited to the scope (street width/length) set forth below in accordance with Attachment A:

North Water Street      1,360 ft +/-  
North Kankakee Street    1,290 ft +/-

4) Improvements to North Water Street and North Kankakee Street will not commence before the streets cease being used as haul routes for the HSR Improvements except for emergency repairs.

5) As a condition to IDOT's commitments hereunder, the City shall:

a. issue any permits, without delay, required by UPRR to complete the HSR Improvements ~~including, but not limited to, permits for portions of North Kankakee Street between Route 53 up to but not including the Forked Creek bridge, North Water Street between Route 53 and the railroad, Chicago Street~~ and First Street from Route 53 to Davy Lane to be used as haul routes;

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b. City Engineer will issue permits upon the review of plans for public improvements relating to Kankakee River Drive, First Street, and North Kankakee Street as needed for the HSR Improvements.

**Deleted:** issue ~~any~~ design approvals and permits for the construction of grade crossings at Kankakee River Drive, First Street, and North Kankakee Street, needed for the HSR Improvements;

~~e. provide support for and assist when necessary any utility relocations required to complete the HSR Improvements;~~

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d. Subject to the City's due diligence and City Council approval, take ownership of the ~~o~~Hagaö property including provisions for the conservation easement (as previously tentatively agreed);

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e. and

f. operate in good faith to support the ongoing HSR project.

**Deleted:** support resolution of other easements and real estate as required for the HSR Improvements;

6) ~~Notwithstanding anything to the contrary contained herein, t~~The parties agree that this MOU is ~~not~~ intended to create ~~any~~ legally binding obligations on ~~any party but, rather, is~~ intended to memorialize the intent of the parties.

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7) This MOU represents the current understanding of the parties. The terms are not all-inclusive and are subject to modification or cancellation upon mutual agreement. The parties acknowledge that commitments set forth herein will be ~~subject to and~~ incorporated in definitive written agreements to be negotiated by the parties, which agreements will include additional terms and conditions acceptable to each party including the City's right to close any road that becomes a hazard to the public.

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8) IDOT and the City shall draft, negotiate and execute in due course hereafter an intergovernmental agreement that more fully details their respective rights and responsibilities as stated ~~contemplated herein in paragraph 6 above.~~

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**IN WITNESS WHEREOF** the parties have executed this MOU as of the date set forth in the introductory paragraph hereof.

**STATE OF ILLINOIS**

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**CITY OF WILMINGTON**

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

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

Title: \_\_\_\_\_



Date Prepared: 27-Jul-15  
 Prepared by: CCZ  
 Revised: 25-May-16

*City of Wilmington*  
*N. Water Street Improvements*  
*Engineer's Opinion of Probable Construction Costs*  
*Mill and Overlay, Curb and Gutter Removal and Replacement and Re-striping*

**Engineer's Opinion of Probable Construction Costs**

	Description	Unit	Quantity	Unit Price	Extension
1	HMA Surface Removal, 2" - Special	Sq Yd	5,192	\$3.50	\$18,172.00
2	HMA Surface Removal, Variable Depth - Special	Sq Yd	1,400	\$5.50	\$7,700.00
3	HMA Surface Course, Mix "D", N50, 2.5"	Ton	989	\$75.00	\$74,162.50
4	Bituminous Materials (Prime Coat)	Gal	1,318	\$2.00	\$2,636.00
5	Comb. Concrete Curb and Gutter - Special	Lin Ft	11	\$30.00	\$330.00
6	Comb. Concrete Curb and Gutter Removal and Replacement - Special	Lin Ft	434	\$45.00	\$19,530.00
7	Core Pavement and Fill Existing Tunnel	Cu Yd	237	\$30.00	\$7,110.00
8	Structures to be Adjusted	Ea	7	\$350.00	\$2,450.00
9	B-Boxes to be Adjusted	Ea	4	\$175.00	\$700.00
10	Detectable Warning Plates	Sq Ft	120	\$35.00	\$4,200.00
11	Sign Panel - Type 1	Sq Ft	40	\$35.00	\$1,400.00
12	Metal Post - Type A	Lin Ft	150	\$15.00	\$2,250.00
13	Thermoplastic Pavement Marking, Line 4"	Lin Ft	2,153	\$1.75	\$3,767.75
14	Thermoplastic Pavement Marking, Line 6"	Lin Ft	537	\$2.25	\$1,208.25
15	Thermoplastic Pavement Marking, Letters & Symbols	Sq Ft	71	\$10.00	\$714.00
<b>Sub Total:</b>					<b>\$146,330.50</b>
<b>Maintenance of Traffic - 5%</b>					<b>\$ 7,317.00</b>
<b>Mobilization - 3%</b>					<b>\$ 4,390.00</b>
<b>10% Contingency</b>					<b>\$ 14,633.00</b>
<b>TOTAL</b>					<b>\$ 172,670.50</b>



Date Prepared: 27-Jul-15  
 Prepared by: CCZ  
 Revised: 25-May-16

*City of Wilmington  
 N. Water Street Improvements  
 Engineer's Opinion of Probable Construction Costs  
 Mill and Overlay, Curb and Gutter Removal and Replacement and Re-striping*

<i>Locations</i>	Roadway		Alley		Alley		Area (SF)	HMA SR, 2"	HMA SR, 1-1/2"	HMA SR, VD	Prep of Base
	Length	Width	Length	Width	Length	Width					
Underpass to Mill St	450	28					12,600			X	
Mill St to Alley	180	48	10	20			8,840	X			
Alley to Van Buren St	150	60	10	15	10	20	9,350	X			
Van Buren St to Jackson St	330	48	10	15	10	15	16,140	X			
Jackson St to Southern Limits	250	48	10	20	10	20	12,400	X			
	910						46,730				
	1360										
	0.257575758						59,330				
	12.13333333						1400				



Date Prepared: 27-Jul-15  
 Prepared by: CCZ  
 Revised: 25-May-16

City of Wilmington  
 N. Kankakee Street Improvements  
 Engineer's Opinion of Probable Construction Costs  
 Mill, Overlay and Re-striping

**Engineer's Opinion of Probable Construction Costs**

	Description	Unit	Quantity	Unit Price	Extension
1	HMA Surface Removal, 2" - Special	Sq Yd	7,219	\$3.50	\$25,266.50
2	HMA Surface Course, Mix "D", N50, 2.5"	Ton	1,083	\$75.00	\$81,212.50
3	Bituminous Materials (Prime Coat)	Gal	1,444	\$2.00	\$2,888.00
4	Comb. Concrete Curb and Gutter Removal and Replacement - Special	Lin Ft	300	\$45.00	\$13,500.00
5	Structures to be Adjusted	Ea	12	\$350.00	\$4,200.00
6	Thermoplastic Pavement Marking, Line 4"	Lin Ft	2,550	\$1.75	\$4,462.50
7	Thermoplastic Pavement Marking, Line 6"	Lin Ft	560	\$2.25	\$1,260.00
8	Thermoplastic Pavement Marking, Line 24"	Sq Ft	108	\$8.00	\$864.00
<b>Sub Total:</b>					\$133,653.50
Maintenance of Traffic - 5%					\$ 6,683.00
Mobilization - 3%					\$ 4,010.00
10% Contingency					\$ 13,365.00
<b>TOTAL</b>					<b>\$ 157,711.50</b>



Date Prepared: 27-Jul-15  
 Prepared by: CCZ  
 Revised: 25-May-16

City of Wilmington  
 N. Kankakee Street Improvements  
 Engineer's Opinion of Probable Construction Costs  
 Mill, Overlay and Re-striping

Locations	Roadway		Alley		Alley		Area (SF)	HMA SR, 2"	HMA SR, 1-1/2"	HMA SR, VD	Prep of Base
	Length	Width	Length	Width	Length	Width					
Canal St to Alley	500	48	10	20			24,200	X			
Alley to Van Buren St	150	60	10	15	10	20	9,350	X			
Van Buren St to Jackson St	330	48	10	15	10	15	16,140	X			
Jackson St to Rte 53	310	48	10	20	10	20	15,280	X			
	1290						64,970				
	1290						64,970				
	0.244318182										
	17.2						#REF!				
	25.4										

**Ordinance No. 16-10-18-01**

**AN ORDINANCE DIRECTING THE SALE OF THE FORMER CITY OF  
WILMINGTON POLICE STATION AT 120 N. MAIN STREET BEARING PARCEL  
NUMBER 03-17-25-323-013-0000 AND ADJOINING LOTS  
TO THE WEST BEARING PARCEL NUMBERS  
03-17-25-323-011-0000 AND 03-17-25-323-012-0000**

**WHEREAS**, the City owns parcels of property located at the southwest corner of North Main Street and Jackson Street having an address of 120 N. Main Street bearing parcel numbers 03-17-25-323-013-0000, 03-17-25-323-011-0000, and 03-17-25-323-012-0000; and

**WHEREAS**, the City formerly occupied and utilized said property as and for the Wilmington Police Department; and

**WHEREAS**, the property is no longer in use by the City of Wilmington and it is the opinion of a majority of the corporate authorities that said property be sold to the highest bidder pursuant to the provisions of 65 ILCS 5/11-76-2.

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

**SECTION 1: SALE OF THE FORMER POLICE DEPARTMENT BUILDING AND ADJOINING LOTS**

That it is hereby directed that the requisite notice be given of the City's intent to sell parcels 03-17-25-323-011-0000, 03-17-25-323-012-0000, and 03-17-25-323-013-0000 (excepting therefrom the east 40.50 feet of the north 49.20 feet of parcels 03-17-25-323-011-0000 and 03-17-25-323-012-0000 when considered as one parcel and subject to a ten foot wide easement for ingress and egress to the immediate west of this said exception) to the highest bidder pursuant to the provisions of 65 ILCS 5/11-76-2. That said statute requires the opening of bids at the City Council meeting stated in the public notice published three successive weeks with the first publication at least 30 days before the opening of bids. That said statute allows the City to accept that bid deemed most desirable to the City upon a three-fourths vote of the corporate officers with a provision that all bids may be rejected upon a majority vote.

**SECTION 2. EFFECTIVE DATE**

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

PASSED this 18<sup>th</sup> day of October, 2016 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor \_\_\_\_\_ voting, with \_\_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr. \_\_\_\_\_  
Larry Hall \_\_\_\_\_  
Fran Tutor \_\_\_\_\_  
Steve Evans \_\_\_\_\_

Kevin Kirwin \_\_\_\_\_  
Kirby Hall \_\_\_\_\_  
Joe VanDuyne \_\_\_\_\_  
Frank Studer \_\_\_\_\_

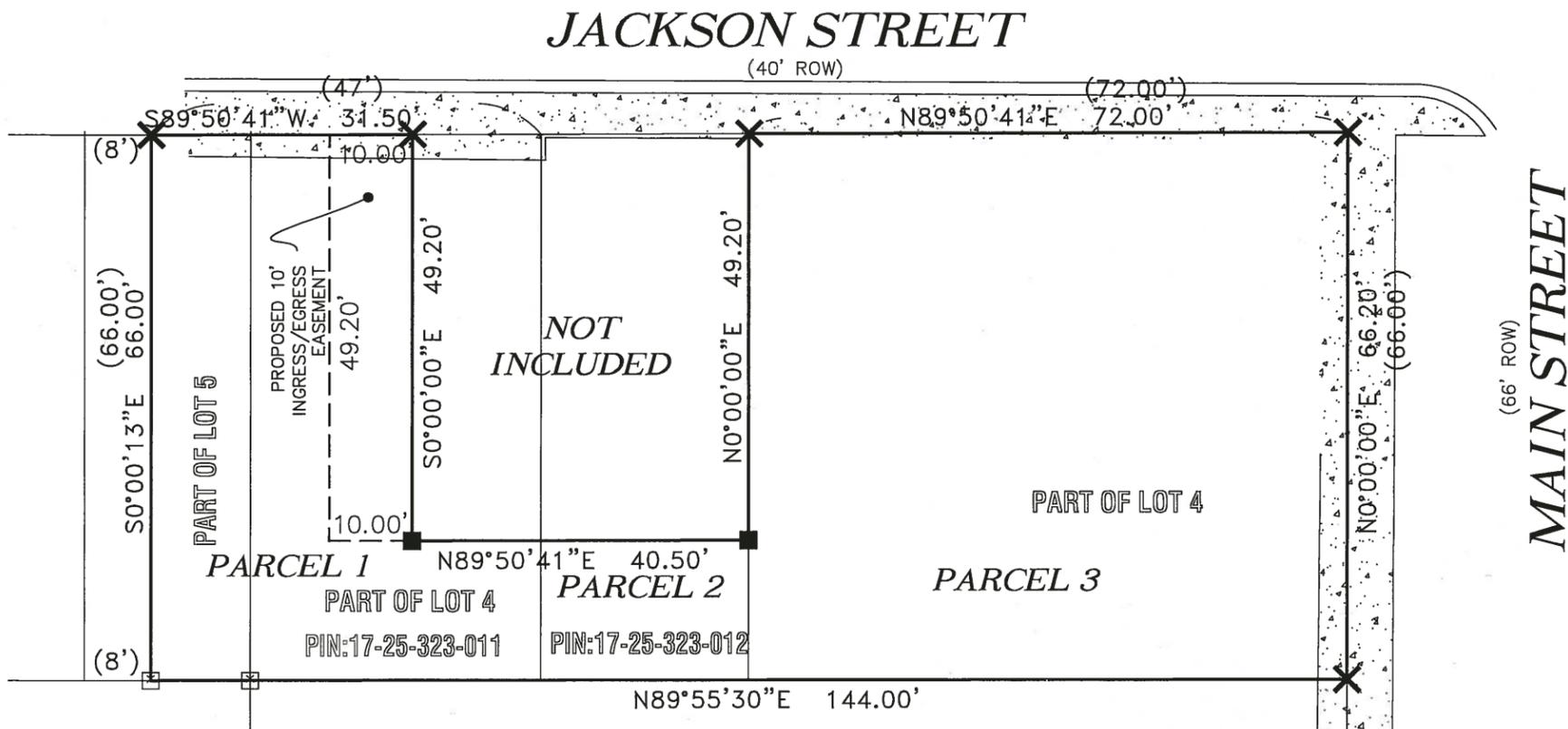
Approved this 18<sup>th</sup> day of October, 2016

\_\_\_\_\_  
J. Marty Orr, Mayor

Attest:

\_\_\_\_\_  
Judith Radosevich, City Clerk

# PLAT OF EASEMENT



## LAND DESCRIPTION

THE WEST 10 FEET OF THE NORTH 49.20 FEET OF THE EAST 50.50 FEET OF THE FOLLOWING TWO PARCELS, CONSIDERED AS ONE PARCEL:

### PARCEL 1:

THE WEST 35 FEET OF LOT 4 AND THE EAST 12 FEET OF LOT 5 IN BLOCK 15, IN THE CITY OF WILMINGTON (FORMERLY WINCHESTER), ALL BEING IN THE EAST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1836, IN BOOK A, PAGES 71 AND 72, IN WILL COUNTY, ILLINOIS.

### PARCEL 2:

LOT 4 (EXCEPT THE WESTERLY 35 FEET THEREOF AND ALSO EXCEPT THE EASTERLY 72 FEET THEREOF) IN BLOCK 15, IN THE CITY OF WILMINGTON (FORMERLY WINCHESTER), ALL BEING IN THE EAST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1836, IN BOOK A, 71 AND 72, IN WILL COUNTY, ILLINOIS.



SCALE: 1" = 20'

### LEGEND

- FOUND IRON PIPE
- SET IRON ROD
- ✕ SET CUT CROSS
- 7.77' MEASURED DATA
- (7.77)' RECORDED DATA

STATE OF ILLINOIS  
COUNTY OF WILL

WE, M. GINGERICH, GEREAX AND ASSOCIATES DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF EASEMENT AND THAT IS A TRUE AND CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL PLATS AND RECORDS, DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 3RD DAY OF DECEMBER, A.D. 2013.

*Robert F. Sluis*

ROBERT F. SLUIS  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003558  
LICENSE EXPIRES NOVEMBER 30, 2014



<b>M. GINGERICH, GEREAX &amp; ASSOCIATES</b> ENGINEERING * PLANNING * SURVEYING		MAIL TO:	
		<b>MANHATTAN OFFICE</b>	
Bradley Office 240 N. Industrial Drive Bradley, Illinois 60915 PH. 815-939-4921 FX. 815-939-9810		Manhattan Office 25620 S. Gougar Rd Manhattan, Illinois 60442 PH. 815-478-9680 FX. 815-478-9685	
www.mg2a.com Professional Design FIRM #184.005003			
ORDERED BY: <b>CITY OF WILMINGTON</b>			
FIELDWORK COMPLETED: 08-12-2013	DR. BY: NIB	CK. BY: RFS	FILE:
JOB NO.: MU4-002	SB:93 PG: 34-35		

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN WESCOM AND INDIVIDUAL WESCOM MEMBERS FOR STARCOM21 RADIO PROJECT  
FINANCING**

This INTERGOVERNMENTAL AGREEMENT ("The Agreement") is entered into by and between the Western Will County Communication Center, (WESCOM) on its own behalf, and with \_\_\_\_\_, a MEMBER AGENCY of WESCOM.

**RECITALS**

**WHEREAS**, WESCOM and the WESCOM member agencies are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of WESCOM; and

**WHEREAS**, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance; and

**WHEREAS**, WESCOM was formed under Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220, The Intergovernmental Cooperation Act;

**WHEREAS**, WESCOM considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of WESCOM as well as integral to producing an effective response by the appropriate first responding member agency as a result of an emergency call to 9-1-1; and

**WHEREAS**, WESCOM and its member agency units of local government previously collaborated to develop various two-way radio systems to facilitate responses to emergency calls to 9-1-1;

**WHEREAS**, WESCOM intends to facilitate a modern interoperable emergency radio dispatch system for use by first responders within the WESCOM service area; and

**WHEREAS**, WESCOM wishes to establish the terms and conditions under which an interoperable emergency dispatch radio system will be made available to its first responding member agencies; and

**WHEREAS**, WESCOM desires the use of an interoperable emergency dispatch radio system for its personnel and the personnel of its member agencies to effectively respond to emergency calls to 9-1-1; and

**WHEREAS**, WESCOM has determined that it is in the best interests of its member agencies and the people they serve to partner with the GRUNDY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD to establish an interoperable emergency radio system; and

**WHEREAS**, the State of Illinois has a Master Contract with the Motorola STARCOM21 radio system for use for public safety purposes and has made access to the system available to local public safety agencies; and

**WHEREAS**, WESCOM and its member agencies believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety

**<DRAFT PENDING WESCOM BOARD ACTION AND LEGAL REVIEW>**

**Version 3, 10/13/2016, Exec Dir Steve Rauter**

communications capabilities for its members, will be realized by providing an interoperable emergency radio dispatch system consisting of the following:

1. A radio network infrastructure that will consist of adding three (3) STARCOM21 radio sites and an additional site shared by WESCOM with the GRUNDY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, who will also add three (3) STARCOM21 radio sites, to achieve 16db coverage with an overall goal of a 2% Grade of Service (GOS) as determined by the *Acceptance Testing Plan*, interoperable emergency dispatch radio system for use by the members of WESCOM;
2. Certain two-way radios (“subscriber units”) necessary for two-way emergency dispatch communications on the interoperable radio network infrastructure for the use of WESCOM’s public safety agencies, including, but not limited to, its police and fire departments, on the terms more fully described herein;
3. Certain radio control stations belonging to WESCOM for the use of WESCOM’s public safety agencies on the terms more fully described herein;
4. All associated connections required to complete interoperability; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, WESCOM on its own behalf, and on behalf of WESCOM’s member agencies, WESCOM and its member agencies hereto hereby agree as follows:

**Part 1 – Incorporation of Recitals and Definitions**

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- a) “WESCOM” means the Western Will County Communication Center, Illinois, an intergovernmental agency created in 1992 for the joint and mutual operation of a centralized public safety communications system on behalf of its member agencies, established pursuant 5 ILCS 220 Intergovernmental Cooperation Act in Will, DuPage, Kendall, Grundy, and Cook Counties;
- b) “STARCOM21 System” means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the local STARCOM21 sites as integrated as part of the overall radio system, as part of the State of Illinois Master Contract with Motorola/STARCOM21;
- c) “Motorola” means Motorola, Inc., a business corporation organized under the laws of the State of Delaware;

**<DRAFT PENDING WESCOM BOARD ACTION AND LEGAL REVIEW>**

**Version 3, 10/13/2016, Exec Dir Steve Rauter**

- d) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 P25 interoperable, digital, trunked statewide voice and data radio communications network owned and operated by Motorola, under a public-private contract with the State of Illinois by way of Illinois Central Management Services;
- e) "Impact Fee" means a dollar value charged by STARCOM21 to increase the capabilities of various radio site components, which equipment is not owned by WESCOM, in order to provide two-way voice and data communications within the WESCOM service area. WESCOM will coordinate payments from the MEMBER AGENCY to Motorola for the financing of the Impact Fee;
- f) "Port Fee", also known as "Air Time", is the fee charged by STARCOM21 as a flat, annual fee that provides for the service, repair, replacement, maintenance, software upgrades, hardware replacement, and access to the radio system. WESCOM will divide this fee on a per-radio, per-month basis for cost recovery from the MEMBER AGENCY;
- g) "Lease-Purchase Agreement" is the finance agreement between WESCOM and Motorola to allow MEMBER AGENCIES through WESCOM to finance, over time, the cost of the MEMBER AGENCY'S subscriber radios;
- h) "WESCOM Member Agency(ies)" are those agencies that have executed the WESCOM Intergovernmental Agreement and receive service from WESCOM or any agency which hereinafter becomes a member of WESCOM;
- i) "Equipment" shall mean the subscriber radio units, control stations, and all attendant hardware and software as is further defined in Attachment A to this Agreement.

**Part 2 – Allocation of Equipment, Ownership, System Access**

Section 2.1 – Generally, pursuant to this agreement, WESCOM acts as a pass-through for the purchase of products and services from Motorola and Motorola-STARCOM21. Funds will be collected from the MEMBER AGENCY by WESCOM, and payments will then be made to Motorola. Ownership of equipment as set forth in Section 2.2 shall be determined as follows: For outright purchase through WESCOM, the equipment will immediately become property of the MEMBER AGENCY. For MEMBER AGENCIES utilizing the financing plan, WESCOM shall maintain ownership, and shall insure the equipment until all payments and obligations are completed, then the MEMBER AGENCY shall become the owner of the equipment.

Section 2.2 – MEMBER AGENCY Allocated Equipment. The MEMBER AGENCY, at its own expense and through payments to WESCOM, shall acquire the subscriber radio units, control stations, and other equipment for use with the WESCOM STARCOM21 System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by WESCOM in consultation with the MEMBER AGENCY and reflects

**<DRAFT PENDING WESCOM BOARD ACTION AND LEGAL REVIEW>**

**Version 3, 10/13/2016, Exec Dir Steve Rauter**

the appropriate allocation of equipment for the MEMBER AGENCY. The equipment listed on Attachment A shall be purchased through WESCOM and become the sole property of the individual MEMBER AGENCY upon repayment to WESCOM of all monies advanced by WESCOM on behalf of the MEMBER AGENCY and as set forth herein.

Section 2.2a – Additional Equipment. The MEMBER AGENCY may opt for certain accessories or options as outlined in Section 2.2. The cost of these options or equipment is set forth in Attachment A in the section labeled “Agency Obligations”. The MEMBER AGENCY agrees that it is responsible for the cost of the additional options or equipment described in Attachment A, including its purchase, maintenance, and operation. WESCOM shall make such payment prior to October 31, 2018. WESCOM further agrees that any options which are integrated as part of the subscriber units, consoles, control stations create an ownership interest in the equipment and that said subscriber units, consoles, control stations remain the sole property of the individual WESCOM MEMBER AGENCIES.

Section 2.3 – Access to the STARCOM21 System. An annual “Port Fee” is being charged WESCOM by STARCOM21. This flat rate will be calculated based on a per radio, per month rate and assessed to the MEMBER AGENCY. WESCOM will collect the MEMBER AGENCY’S share of the port fee commencing November 1, 2017. See Attachment B.

Section 2.4 – Assignment Prohibited. Neither WESCOM nor the MEMBER AGENCY will have the right to transfer, assign, sublease, modify, or confer any rights or benefits with respect to the use of the STARCOM21 system, including allocated equipment, to any third party without the written permission of WESCOM. This Section does not prohibit WESCOM or the MEMBER AGENCY from allocating equipment to the first responding personnel of the MEMBER AGENCY;

Section 2.5 – Use of the WESCOM STARCOM21 System Equipment. All equipment purchased by a WESCOM MEMBER AGENCY as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including radio system operators and first responding emergency personnel. WESCOM and the MEMBER AGENCY may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to WESCOM.

**Part 3 – Control and Operation of Radio Systems**

Section 3.1 – STARCOM21 System. The parties agree that the management and control of the STARCOM21 System is and shall remain under full control and supervision of WESCOM. The parties agree that WESCOM is and shall be the sole point of contact and authority with regard to the STARCOM21 sites utilized to achieve 16db coverage, WESCOM is and shall be the sole point of contact and authority for the initial deployment as well as any new or added equipment that may in the future be made part of the WESCOM STARCOM21 System and other networks or property. This status shall include all WESCOM owned towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

**<DRAFT PENDING WESCOM BOARD ACTION AND LEGAL REVIEW>**

**Version 3, 10/13/2016, Exec Dir Steve Rauter**

Section 3.2 – Radio Frequencies. STARCOM21 utilizes a mix of locally-allocated 700MHz frequencies as well as 700MHz frequencies assigned to the State of Illinois. WESCOM shall provide the STARCOM21 system with the appropriate licensed frequencies as may be allocated to WESCOM through the Regional Planning Committee (RPC) Region 54, and as may be requested, for future capacity. WESCOM shall make available such updated or alternative frequencies as may be allocated and requested.

Section 3.3 – Programming of Equipment. WESCOM shall have sole programming authority for subscriber units, consoles, and control stations pursuant to maintenance and warranty agreements entered into by WESCOM for the WESCOM STARCOM21 System during the term of this Agreement. Due to the critical nature of the programming of the radios, WESCOM staff will be solely responsible for maintenance of the Advanced System Key (ASK) and any encryption programming

Section 3.4 – Access Limitations. The parties agree that no additional subscriber units shall be added to the WESCOM STARCOM21 System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of WESCOM. WESCOM may limit access to the WESCOM STARCOM21 System to the number of subscriber units allocated to the MEMBER AGENCY as part of this agreement if it determines that additional subscriber units would adversely impact the system’s performance, channel capacity, and the contractually-determined grade of service.

Section 3.5 – Local Radio System. The parties agree that WESCOM shall retain ultimate authority and ownership over its existing radio equipment and system(s) as well as any new, added equipment which may in the future be made a part of WESCOM’s radio system, other networks, or property. The parties further agree that any WESCOM-owned equipment which may be installed at a MEMBER AGENCY’S existing communication location pursuant to this agreement shall remain WESCOM’s property and shall not be disturbed.

**Part 4 – Responsibilities of WESCOM**

Section 4.1 – Delivery and Installation of WESCOM STARCOM21 Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the WESCOM STARCOM21 System, WESCOM and its contractors shall (a) install consoles and control stations at WESCOM; (b) deliver the equipment described in Section 2.2 and Section 2.2a and (c) install necessary telephony equipment for the interoperability as designated by the STARCOM21 requirements. WESCOM shall not be responsible for the installation of any additional MEMBER AGENCY equipment such as mobile radios or control stations at agency facilities. The parties agree that this Agreement contemplates WESCOM’s participation in the installation of only the necessary equipment described herein. Should a WESCOM MEMBER AGENCY subsequently desire the participation of WESCOM in the installation of additional equipment such participation is not governed or contemplated by this Agreement.

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Section 4.2 – Training. WESCOM shall provide training on an ongoing basis on the use and operation of WESCOM STARCOM21 equipment for the MEMBER AGENCY’S personnel responsible for the operation of such equipment as deemed necessary by WESCOM.

Section 4.3 – Performance. WESCOM shall make available to the MEMBER AGENCY such system coverage and performance as provided in the purchase agreement between Motorola and WESCOM. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of WESCOM and other necessary parties at the expense of the MEMBER AGENCY. WESCOM retains the authority to increase channel capacity, if feasible, at the request of a MEMBER AGENCY which may, at WESCOM’S option be at the MEMBER AGENCY’S expense.

Section 4.4 – Payment of Cost of Purchase. WESCOM shall be responsible for those costs associated with the core operations of the WESCOM STARCOM21 System. Core Operations shall include maintenance of WESCOM provided equipment, consoles, control stations, subscriber units, telephony, network, and backhaul.

Section 4.5 – Payment of Maintenance Costs.

- a) WESCOM shall be responsible for the maintenance costs for the WESCOM STARCOM21 System expenses that are directly billed to WESCOM by the providers of such maintenance services. Annual maintenance for WESCOM tower sites, generators, and WESCOM-owned infrastructure control stations shall be covered by WESCOM;
- b) WESCOM will review its ability to continue to pay the cost of maintenance for subscriber units, consoles and control stations. If it is determined that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, WESCOM may, in its discretion, transfer those assets to the MEMBER AGENCY in accordance with the provisions of Section 6.6.

Section 4.6 – Payment of Telephone and Utility Costs. WESCOM shall be responsible for telephone, network, microwave, and utility costs, unless as otherwise defined within this document, and expenses associated with the WESCOM STARCOM21 System.

Section 4.7 – Duty to Contract with Motorola for Use of Radio System Network. WESCOM shall enter into a user agreement with Motorola on behalf of the MEMBER AGENCY for a period of ten (10) years to permit the use of the equipment described in Attachment A to operate on the WESCOM STARCOM21 System. The price for this contract shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. A cost projection is provided in Attachment B. WESCOM will not be responsible for the costs associated with use of equipment beyond the equipment deployed to the member agency as set forth in Section 2.2.

**Part 5 – Responsibilities of the MEMBER AGENCY**

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Section 5.1 – Reimbursements to WESCOM. The MEMBER AGENCY shall reimburse WESCOM for costs incurred by WESCOM as a result of purchases made by WESCOM at the request of and for the benefit of the MEMBER AGENCY which may include, but are not limited to, the following:

- (a) Purchase costs of subscriber radios, or finance payments described in Attachment A;
- (b) Non-standard programming, special re-programming, or other added expenses associated with the maintenance of equipment owned by the MEMBER AGENCY;
- (c) Installation or re-installation costs of mobile equipment is the responsibility of each MEMBER AGENCY;
- (d) Installation or re-installation costs of equipment owned by the MEMBER AGENCY which requires permanent installation are borne by the MEMBER AGENCY; or
- (e) Special equipment, service, or connections for which only the MEMBER AGENCY directly benefits.
- (f) Framework of the payment schedule:
  - a. While nothing is due to Motorola until November 2018, WESCOM will be collecting funds in order to make payments to Motorola by November 2018.
  - b. For MEMBER AGENCIES paying for the radios in a lump sum and not financing the radio acquisition, WESCOM can receive the full amount any time prior to October 1, 2018.
  - c. For MEMBER AGENCIES financing radios through Motorola, using WESCOM as a single-point-of-payment, WESCOM will start billing its MEMBER AGENCIES commencing October 2017. MEMBER AGENCIES may pay the lease-purchase amount monthly, in one lump sum for the annual cost, or work out a payment plan to WESCOM so that the entire annual amount has been submitted to WESCOM by October 1, 2018. Amounts due are found in Attachment A.
  - d. Every WESCOM MEMBER AGENCY will advise WESCOM its desired payment schedule for the subscriber radios, and then be billed via the routine monthly invoice from WESCOM for membership fees.
  - e. Billing of “Port Fee” aka Air Time: WESCOM will be paying STARCOM21 for the Port Fee starting November 2018. In order for WESCOM to act as the single-point-of-payment, WESCOM will start billing its MEMBER AGENCIES commencing October 2017. MEMBER

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AGENCIES may pay the lease-purchase amount monthly, in one lump sum for the annual cost, or work out a payment plan to WESCOM so that the entire annual amount has been submitted to WESCOM by October 1, 2018. Every WESCOM MEMBER AGENCY will advise WESCOM its desired payment schedule for the Port Fees, and then be billed via the routine monthly invoice from WESCOM for membership fees. Port Fees are shown for the ten (10) year duration of the agreement in Attachment A for each agency. See section 5.3.

- f. Billing of Impact Fees: WESCOM will be paying STARCOM21 for the Impact Fees starting November 2018. In order for WESCOM to act as the single-point-of-payment, WESCOM will start billing its MEMBER AGENCIES commencing October 2017. MEMBER AGENCIES may pay their portion of the Impact Fee amount monthly, in one lump sum for the annual cost, or work out a payment plan to WESCOM so that the entire annual amount has been submitted to WESCOM by October 1, 2018 and every October for the duration of the seven (7) year financing of the Impact Fee. Every WESCOM MEMBER AGENCY will advise WESCOM its desired payment schedule for the Impact Fees, and then be billed via the routine monthly invoice from WESCOM for membership fees. This fee ceases in year eight (8) of the agreement.

Section 5.2 – Use of Equipment. The MEMBER AGENCY and its personnel shall use WESCOM’s STARCOM21 system and other equipment for official purposes only. The MEMBER AGENCY shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by WESCOM. For security purposes, the MEMBER AGENCY shall ensure that any access codes, passwords, or proprietary information provided by WESCOM shall only be given to those authorized by WESCOM to receive them. The parties authorize WESCOM to review compliance with this section.

Section 5.3 – Reimbursement to WESCOM for System Access. With respect to the Port Fee, (a) STARCOM21 is not charging for the first two (2) years of Port Fees. (b) Commencing November 2018, WESCOM and Grundy ETSB will track the total number of subscriber radios and calculate the per-radio/per-month rate and invoice MEMBER AGENCIES according to the radio counts in Attachment A. By the 28<sup>th</sup> of each month, WESCOM and Grundy ETSB will confirm the total number of subscriber radios in the system and adjust the calculation of the monthly fee. (c) Commencing November 2020, the Port Fee will increase by 1.7% per year until November 2026 at which time a similar Port Fee agreement will be renegotiated with MOTOROLA STARCOM21.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, the MEMBER AGENCY shall provide WESCOM with reasonable cooperation and access to its assigned subscriber radios to promote the proper performance of the subscriber units, accessories, and other equipment for the training of the MEMBER AGENCIES’ personnel and any other purposes of this Agreement including inventory and accountability.

Section 5.5 – Miscellaneous Costs. The MEMBER AGENCY further agrees to:

- (a) Properly care and use of the subscriber radios;
- (b) provide for mobile and fixed-station radio installations, if required, including, but not limited to, new circuits, outlets, grounding, and wiring required to add new equipment as defined by Motorola specifications;

Section 5.6 – Risk of Loss, Insurance. Upon the delivery and installation of WESCOM-owned equipment to the MEMBER AGENCY, the MEMBER AGENCY shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by WESCOM for any and all equipment that is part of this Agreement or covered by WESCOM or WESCOM insurance. All subscriber radios financed through WESCOM will be insured by WESCOM.

Section 5.7 – Subsequent Purchase of Equipment. The parties agree that should the MEMBER AGENCY desire to purchase additional equipment for use on the WESCOM STARCOM21 System after its execution of this agreement, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by WESCOM. For the first three years of the agreement, Motorola will extend the system discount rates to WESCOM and WESCOM MEMBER AGENCIES as shown in Attachment A.

## **Part 6 – Term and Termination**

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by both parties and the voting membership of WESCOM approves the WESCOM STARCOM21 System and its associated contracts and change orders. The Agreement shall continue thereafter for a period of ten (10) years or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the initial ten (10) year term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, the MEMBER AGENCY shall, at the discretion of WESCOM, return all WESCOM-owned equipment or reimburse WESCOM for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by WESCOM, pursuant to Section 2.6 for the reasons provided by that Section, for a return of less than all of

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equipment allocated to the MEMBER AGENCY shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by the MEMBER AGENCY as set forth in Section 6.2, (1) the MEMBER AGENCIES’ right to use the WESCOM STARCOM21 System shall cease; (2) the MEMBER AGENCIES’ obligation to reimburse WESCOM for any costs as provided in this Agreement shall remain in full force and effect; and (3) the MEMBER AGENCY shall promptly return all WESCOM-owned equipment to WESCOM.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to the MEMBER AGENCY have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

**Part 7 – Miscellaneous Terms**

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that WESCOM, or the MEMBER AGENCY constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 7.2 – Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

<b>If to WESCOM, to:</b>  Attention: Executive Director Western Will County Communication Center 24600 W. Presidential Ave. Plainfield, IL 60544	<b>If to the MEMBER AGENCY, to:</b>  Attention: <INSERT AGENCY INFO HERE>
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Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of WESCOM and the MEMBER AGENCY with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between WESCOM and the MEMBER AGENCY with respect to the subject matter hereof.

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Section 7.4 – Approval Required and Binding Effect. This Agreement between WESCOM and the MEMBER AGENCY shall not become effective unless authorized and executed by WESCOM. This Agreement constitutes a legal, valid and binding agreement, enforceable against the MEMBER AGENCY and, once duly authorized and executed as set forth herein, against WESCOM.

Section 7.5 – Representations. Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys’ fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the WESCOM STARCOM21 System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the WESCOM STARCOM21 System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

**WHEREFORE**, the parties have signed and executed this Agreement as of the date written below in the Western Will County Communication Center (WESCOM), State of Illinois.

**WESTERN WILL WESCOM COMMUNICATION CENTER (WESCOM)      MEMBER AGENCY:**

\_\_\_\_\_  
William Barnes  
WESCOM Board Chairman  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachment Listing

Attachment A – List of equipment deployed to the MEMBER AGENCY

Attachment B – Cost Projections

DRAFT

Phone (815)476-9204

August 8, 2016

City of Wilmington  
1165 S Water Street  
Wilmington, IL 60481

In Account With

**JR CASTLE CONSTRUCTION, INC.**

19951 W. Rt. 102.  
Wilmington, IL 60481

Quote:

Location: Off of Widows Road

Remove existing steel culvert and trees in the way. Replace with approximately 40 feet of 30 inch plastic culvert pipe with flared ends. Tied into 1 5 foot diameter concrete man hole with solid lid. Add approximately 100 feet of 30 inch plastic culvert towards the north of man hole with end flares. No utilities in area except water main to go under. Backfill will be provided by City of Wilmington. Loaded and trucked by Castle Construction to fill existing hole. No trucking permits will be needed for Widows Road. All labor will be paid union wages. There will be an extra charge for winter months. Total will not exceed \$ 28,200.

**Total: \$ 28,200.00**



**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

5307 South 92nd Street  
Suite 125  
Hales Corners, WI 53130  
Telephone: (630) 220-1410

October 12, 2016

Mr. Darren Fowler  
City of Wilmington  
1165 S. Water Street  
Wilmington, IL 60481

Subject: Inspection Services Proposal for 250,000 Gallon Toro Ellipse

Dear Mr. Fowler:

Enclosed is a preliminary maintenance inspection proposal for the 250,000 gallon Toroellipse. Item #12.1 in schedule A describes the structural testing.

Our proposal is divided into a Cover Page, Schedule A, Schedule B, and General Provisions. The Cover Page proposes a not-to-exceed fee. Schedule A details our scope of services. Schedule B contains the fees for the services outlined in Schedule A.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (630) 220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus  
Project Manager

Enclosure



**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

5307 South 92nd Street  
Suite 125  
Hales Corners, WI 53130  
Telephone: (630) 220-1410

**Proposal/Contract Agreement  
For Water Storage Tank  
250,000 Gallon Toro Ellipse, #13-98-11-02**

The Agreement is between Dixon Engineering, Inc. (DIXON) and the City of Wilmington, Illinois (Owner) to contract with DIXON for technical services for the 250,000 Gallon Toro Ellipse (Project). This Agreement inclusive together with any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the lump sum fee of Three Thousand, Six Hundred, and Ninety Eight dollars (\$3,698.00). Terms of charges and payments per details in SCHEDULE B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Preliminary Maintenance Inspection Services (Dry) per SCHEDULE A

3.01 SIGNATURES

Brad Schotanus, Project Manager	October 12, 2016
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

CONTRACT APPROVED by OWNER	POSITION	DATE
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CO SIGNATURE (if required)	POSITION	DATE
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CONTRACT APPROVED by DIXON OFFICER	POSITION	EFFECTIVE CONTRACT DATE
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**SCHEDULE A**  
**Preliminary Maintenance Inspection (Dry)**  
**250,000 Gallon Toro Ellipse, #13-98-11-02**  
**Wilmington, Illinois**

**A. Scope of Services Performed by Owner (Drained):**

1. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if it is desired to reduce the amount of time required for cleaning.
2. The Owner is not required to provide personnel to climb the tank; however, he is welcome to do so. A hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank on the balcony and roof. If there is a bottom manhole into the wet interior of a sphere, hydropillar, or composite, or a ladder from the roof manhole, the Owner's personnel will be directed in. If DIXON is required to rig the tank using their own rope ladder and/or set of block and tackle for descent through the riser, the Owner's personnel will not be allowed access.
3. By signing this contract, it is understood the Owner's personnel is covered by the Owner's insurance and is not a responsibility of DIXON's insurance.
4. Remove from the site all paraphernalia removed from the tank by the inspector including steel plates, spent cathodic rods, wiring, and sediment. This is strictly at the option of the Owner. It is DIXON's policy to remove the items and leave them at ground level.
5. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24 hour intervals per AWWA C-652-07 Chlorination Method No. 3.
6. Operate the system without the tank in-service. This includes operation and monitoring of pressure relief valves, if necessary.
7. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)

**B. Scope of Services Performed by DIXON (Drained):**

1. Clean interior surfaces of the tank with high pressure water. Cleaning is necessary for the inspector to be able to remove all the sediment. This allows DIXON the ability to see any deterioration of the steel, pitting, etc. High pressure water also enables DIXON to perform a very low cost adhesion test on the remaining coating. DIXON would notice if the coating is wavering, etc., which would indicate very poor adhesion and anticipated failure. The amount of sediment removed from a torus tank depends upon the Owner's preference, time allotted, and cleaning equipment available.

2. Remove all spent cathodic rods which pose a potential hazard to DIXON when descending down the riser. If, in the opinion of DIXON, the tower must be repainted in the near future, some of the rods may be left as long as they are away from the riser and could not possibly fall or be dragged down the riser. If repainting is not required for several years, DIXON will remove all the spent rods.
3. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
4. Review all interior surfaces for corrosion and/or damage, and quantify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
5. Inspect the exterior coating and perform ASTM adhesion tests where coating adhesion is questionable. If it is evident that repainting is not necessary for several years, no destructive adhesion tests will be performed.
6. Review all exterior appurtenances for damage due to corrosion.
7. Review the exterior of the exposed foundations.
8. Review all safety requirements for ladders, cages, etc.
9. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
10. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, and field inspection report.
11. Chlorinate the tank per AWWA Method No. 3 C-652-07. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.
12. Miscellaneous Work:
  - 12.1. Perform a structural inspection to determine if it is safe to enter. Include ultrasonic metal thickness testing of entire structure

**SCHEDULE B**  
**Preliminary Maintenance Inspection (Dry)**  
**250,000 Gallon Toro Ellipse, #13-98-11-02**  
**Wilmington, Illinois**

1. DIXON's fee for cleaning the interior of the tank as described in Schedule A, Item 1-2, Scope of Services Performed by DIXON is **\$225.00** per hour with an estimate of **1** hours (**\$225.00**). Time will not be exceeded without authorization of the Owner. This is a time and material item because DIXON cannot estimate the amount of sediment or time necessary for removal. The degree of cleanliness (i.e. 95% removal of the sediment, etc.) will be established between DIXON and the Owner prior to cleaning of the tank. DIXON will supply personnel based on the anticipated work and time.
2. Compensation for Items 3 through 10, travel time, and preparation of report is a fixed fee of **\$2,853.00**.
3. The fee for furnishing and applying the chlorine, Schedule A, Item 11 will be a fixed fee of **\$95.00**.
4. The cost for all miscellaneous work as described in Schedule A, Item 12 is **\$525.00**.

<u>Item</u>	<u>Cost</u>
Schedule A.12.1	<b><u>\$525.00</u></b>
Total Fee For Work:	<b><u>\$525.00</u></b>

5. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
6. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1½%) per month interest from date thirty days after date of issue.

#### 4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

#### 5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven (7) days written notice:
      - 1) If Owner fails to pay invoices within sixty (60) days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.
  - 2. For Convenience,
    - a. By Owner effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Contractor's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

**THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING, MAIL TO:**

Benjamin A. Householder  
Greenberg Traurig, LLP  
77 West Wacker Drive  
Suite 3100  
Chicago, Illinois 60601

*The above space for Recorder's use only.*

**Cross References: Document No. R2010064615  
Document No. R2011045059  
Document No. R2011107723  
Document No. R2014004190  
Document No. R2014030305  
Document No. R2014049676  
Document No. R2014081458  
Document No. R2015041663  
Document No. R2015041672  
Document No. R2016023369  
Document No. R2016031734  
Document No. R2016070965  
Document No. R2016 \_\_\_\_\_**

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**FOURTEENTH AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND  
AMONG**

**THE CITY OF WILMINGTON**

**AND**

**ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**

**AND**

**WORLD FOOD PROCESSING, INC.**

**I-55 AND LORENZO**

This Fourteenth Amendment to Redevelopment Agreement (this **Fourteenth Amendment**) is made and entered into as of this \_\_\_\_ day of October, 2016 by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois (the **City**), **ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited liability company (**Park Owner**), and **WORLD FOOD PROCESSING, INC.**, a [\_\_\_\_\_] limited liability company (**New Owner VI**).

### RECITALS:

**WHEREAS**, the City, RidgePort Development Services, LLC (the **Developer**), and RidgePort Logistics Center I, LLC (**RidgePort Center**) have heretofore entered into that certain Redevelopment Agreement dated May 18, 2010 (the **Initial Agreement**), which agreement was recorded with the Office of the Will County Recorder (the **Recorder**) on June 26, 2010 as Document Number R2010064615, as amended by (a) that certain First Amendment to Redevelopment Agreement dated October 19, 2010 (the **First Amendment**), which amendment was recorded with the Recorder on May 10, 2011 as Document Number R2011045059; (b) that certain Second Amendment to Redevelopment Agreement dated August 24, 2011 (the **Second Amendment**), which amendment was recorded with the Recorder on November 15, 2011 as Document Number R2011107723; (c) that certain Third Amendment to Redevelopment Agreement dated July 17, 2012 (the **Third Amendment**), which amendment was recorded with the Recorder on January 4, 2014 as Document Number R2014004190; (d) that certain Fourth Amendment to Redevelopment Agreement dated February 2013 (the **Fourth Amendment**), which amendment was recorded with the Recorder on April 14, 2014 as Document Number R2014030305; (e) that certain Fifth Amendment to Redevelopment Agreement dated June 6, 2014 (the **Fifth Amendment**), which amendment was recorded with the Recorder on June 12, 2014 as Document Number R2014049676 and re-recorded with the Recorder on March 27, 2015 as Document Number R2015026163; (f) that certain Sixth Amendment to Redevelopment Agreement dated September 2, 2014 (the **Sixth Amendment**), which amendment was recorded with the Recorder on September 18, 2014 as Document Number R2014081458 (g) that certain Seventh Amendment to Redevelopment Agreement dated December 19, 2014 (the **Seventh Amendment**), which amendment was recorded with the Recorder on December 19, 2014 as Document Number R2014109841, (g) that certain Eighth Amendment to Redevelopment Agreement dated March 17, 2015 (the **Eighth Amendment**), which amendment was recorded with the Recorder on May 18, 2015 as Document Number R2015041663, (h) that certain Ninth Amendment to Redevelopment Agreement dated March 17, 2015 (the **Ninth Amendment**), which amendment was recorded with the Recorder on May 18, 2015 as Document Number R2015041672, (i) that certain Tenth Amendment to Redevelopment Agreement dated March 29, 2016 (the **Tenth Amendment**), which amendment was recorded with the Recorder on March 31, 2016 as Document Number R201623369, (j) that certain Eleventh Amendment to Redevelopment Agreement dated April 26, 2016 (the **Eleventh Amendment**), which amendment was recorded with the Recorder on May 2, 2016 as Document Number R2016031734, (k) that certain Twelfth Amendment to Redevelopment Agreement dated September 2, 2016 (the **Twelfth Amendment**), which amendment was recorded with the Recorder on September 13, 2016 as Document Number R2016070965, and (l) that certain

Thirteenth Amendment to Redevelopment Agreement dated September 27, 2016 (the **Thirteenth Amendment**), which amendment was recorded with the Recorder on \_\_\_\_\_, 2016 as Document Number R2016\_\_\_\_\_. The Initial Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment and this Fourteenth Amendment and as may be further amended from time to time, is hereinafter referred to as the **Agreement**;

**WHEREAS**, pursuant to the Fifth Amendment Developer and RidgePort Center have withdrawn from the Agreement;

**WHEREAS**, Park Owner has identified an entity, New Owner VI, that desires to purchase and operate the real property depicted and legally described in **Exhibit A** attached hereto (the **New Owner VI Parcel**), which is located in the Project Area, in order to operate the improvements described in **Exhibit B** attached hereto, which are required for the operations of New Owner VI which are to be located on the New Owner VI Parcel (the **New Owner VI Improvements**). New Owner VI desires to be a party to the Agreement to allow the reimbursement under the Agreement of TIF Eligible Expenses that New Owner VI incurs in acquiring and operating the New Owner VI Parcel payable from Available Incremental Property Taxes from the New Owner VI Parcel in accordance with the Agreement;

**WHEREAS**, the City may enter into additional agreements with Park Owner and/or other third parties as may be necessary to reimburse specified TIF Eligible Expenses that are incurred in acquiring and operating the Property, or portions thereof, as contemplated in the Redevelopment Plan, to assign such right to reimbursement to affiliated and unaffiliated parties and to provide the City's consent to such assignments, provided the assignments are documented in a manner approved by the City;

**WHEREAS**, the parties recognize the intent of the Agreement is generally not to permit rights to reimbursement on a pay-as-you-go basis with respect to TIF Eligible Expenses to be severed from ownership and development of a parcel, but that Owner and the City agree to direct a portion of Owner's right to reimbursement for TIF Eligible Expenses with respect to the New Owner VI Parcel to New Owner VI, subject to compliance with the commitments and other terms of the Agreement and assessment of the improvements with respect to the New Owner VI Parcel;

**WHEREAS**, the Parties desire to modify the definition of **Qualified Sold Parcel** to exclude the New Owner VI Parcel from the definition of Qualified Sold Parcels and Formerly Qualified Sold Parcels;

**WHEREAS**, the Parties desire to modify the Owner's construction obligations with regards to the general conditions of issuance of TIF Notes or Bonds or reimbursements under Sections 5.01 and 5.02 of the Agreement with respect to the New Owner VI Parcel;

**WHEREAS**, the Corporate Authorities, after due and careful consideration, have concluded that the approval of this Fourteenth Amendment will assist in promoting the purposes of the Agreement and the benefits to be afforded the City thereunder, and will otherwise promote, enhance and serve the best interests and general welfare of the City and its citizens;

**WHEREAS**, all notices, publications, procedures, public hearings and other matters required for the consideration and approval of this Fourteenth Amendment have been made, given, held and performed by the City as required by statute, and all applicable ordinances, regulations and procedures of the City;

**WHEREAS**, by a favorable vote of the Corporate Authorities of the City then holding office, the City has adopted an ordinance approving this Fourteenth Amendment and authorizing the execution thereof; and

**WHEREAS**, the Parties, consistent with Illinois law, have agreed to the terms and conditions set forth in this Fourteenth Amendment as evidenced by the signatures affixed hereto.

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

1. **Incorporation of Recitals**. The foregoing Recitals are material to this Fourteenth Amendment and are incorporated into and made a part of this Fourteenth Amendment as if fully stated herein.

2. **Defined Terms**. Except as modified by this Fourteenth Amendment, all capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to such terms in the Agreement.

3. **Addition of New Owner VI**. New Owner VI hereby joins in the Agreement by this Fourteenth Amendment and is added as a party to the Agreement to, among other things, recognize that New Owner VI will incur TIF Eligible Expenses with respect to the New Owner VI Parcel substantially in accordance with the project budget set forth in **Exhibit C** attached hereto (but shall not be entitled to reimbursement for TIF Eligible Expenses incurred in excess of those provided for under the New Owner VI Note (as defined herein), if any). New Owner VI shall be joined to the Agreement for the limited, sole and exclusive purpose of providing for the acquisition and operation of the New Owner VI Parcel and reimbursement of TIF Eligible Expenses specified in this Fourteenth Amendment related to the New Owner VI Parcel and being bound to the obligations under this Fourteenth Amendment and to the other obligations with respect to the New Owner VI Parcel under the Agreement. New Owner VI shall have no rights or liabilities with regards to any provisions of the Agreement as they apply to any portion of the Property other than the New Owner VI Parcel, including, without limitation, any consent or other approval rights regarding future amendments to the Agreement, additional redevelopment agreements related to the Property, or the development of the Property other than the New Owner VI Parcel. New Owner VI is not a Related Owner-Party based upon the control and

ownership information previously supplied to the City. New Owner VI represents and warrants to the City the control and ownership information furnished to the City is now and will continue to be (subject to updates with additional information furnished to the City) true, complete and correct as of the date of issuance of the New Owner VI Note (defined below). For clarification, any rights which New Owner VI does have under this Fourteenth Amendment shall be deemed appurtenant to the fee ownership of the New Owner VI Parcel.

4. *Intentionally Deleted.*

5. **New Owner VI Covenants.** New Owner VI hereby makes the following covenants instead of the Owner Covenants set forth in Section 3 of the Agreement (the existing Section 3 covenants remain unaffected and in force as to the Owner but not as to New Owner VI):

3.02 **Payment of Real Estate Taxes and Assessments.** New Owner VI shall promptly pay or cause payment of all general real estate taxes, assessments, charges and fees due and payable to the City or any other governmental entity with respect to the New Owner VI Parcel when the same are due and payable, provided, no owner of any portion of the New Owner VI Parcel shall be precluded from appealing or otherwise challenging any determination of the assessed value of the New Owner VI Parcel by the assessor having jurisdiction over the New Owner VI Parcel.

3.03 **No Violations.** New Owner VI shall operate and maintain or cause to be operated and maintained the New Owner VI Improvements in conformance with all applicable laws, rules, ordinances and regulations. All work, if any, with respect to the New Owner VI Improvements shall conform to all federal, state and local laws, regulations and ordinances to the extent the same are applicable to such work.

3.06 **Payment of TIF Formation Costs.** New Owner VI shall cause all TIF Formation Costs incurred with respect to the New Owner VI Parcel, including any amendment to the Agreement dealing with the New Owner VI Parcel, to be paid as incurred within thirty (30) days of receipt of an invoice from the City and the same shall qualify as TIF Eligible Expenses to the extent the same constitute Redevelopment Project Costs pursuant to the Act.

3.07 **Notice of Transfer of Interests in New Owner VI or New Owner VI Parcel.** New Owner VI shall promptly advise the City of any change of control of New Owner VI or of any change in ownership or the transfer of any interests of ownership in the New Owner VI Parcel, provided, however, that the provisions of this Section 3.07 shall not apply to transfers of non-controlling ownership interests in New Owner VI or the entity owning the New Owner VI Parcel.

3.08 **New Owner VI Obligations Continuing.** New Owner VI's obligations under this Agreement with respect to any indemnity obligation accruing during New Owner VI's period of ownership of the New Owner VI Parcel shall be continuing and shall not be deemed released merely by subsequent transfer of the New Owner VI Parcel except as may be expressly provided in the Agreement. Other obligations of New Owner VI pursuant to the Agreement shall be deemed to run with and be binding upon the New Owner VI Parcel and any subsequent titleholder thereof. Payments under any pay-as-you-go obligation issued with respect to the New Owner VI Parcel shall be subject to satisfaction of the covenants, terms and conditions of the Agreement. Payments under any TIF Note issued with respect to the New Owner VI Parcel shall be subject to satisfaction of the covenants, terms and conditions of Sections 3.02, 3.03, 3.06 and 3.07 inclusive, and assessment of the New Owner VI Improvements, payment of real estate tax obligations and such other terms as further provided by the TIF Note and any assignment thereof.

The foregoing replacement covenants shall serve as substitute covenants for New Owner VI only and shall not affect or replace the covenants applicable to Owner or any other party with respect to any other portion of the Property, or with respect to the New Owner VI Parcel for conditions that existed while Owner was titleholder of the New Owner VI Parcel. The foregoing shall replace the covenants applicable to Owner with respect to the New Owner VI Parcel as of the date of transfer of title to New Owner VI and shall release Owner from any liability for losses, damages, costs, expenses or claims with respect to conditions that first exist on the New Owner VI Parcel from and after the date Owner is no longer titleholder of the New Owner VI Parcel.

6. *Intentionally Deleted*

7. **TIF Note to New Owner VI.** Concurrently with the full execution and delivery of this Fourteenth Amendment, the City shall issue a TIF Note to New Owner VI with New Owner VI as payee (the "New Owner VI Note") in the amount of \$500,000 and in the form attached hereto as Schedule 1. The New Owner VI Note shall be paid from the Available Incremental Property Taxes generated solely by the New Owner VI Parcel, but in no event shall the payments in any calendar year on the New Owner VI Note exceed \$50,000 (the "New Owner VI Annual Limitation"), or continue for a period in excess of ten (10) years commencing on the date of this Fourteenth Amendment (the "New Owner VI Term Limitation"). The New Owner VI Note shall be subject to New Owner VI's compliance with the terms of the Agreement. [New Owner VI shall be permitted to assign the New Owner VI Note, including, without limitation, to a tenant on the New Owner VI Parcel under a lease, subject to compliance with the terms of the Agreement, including Section 4.07 concerning the City's note registry, and the City shall consent to such assignment agreements substantially in the form of Schedule 2. The form of TIF Note attached as Exhibit C to the Agreement shall be modified for purposes of the New Owner VI

Note to reflect (i) that it is the New Owner VI (or its registered assigns), not the Owner, that is the beneficiary of the TIF Note, (ii) that the Available Incremental Property Taxes that secures the repayment of the TIF Note are only those Available Incremental Property Taxes generated from the New Owner VI Parcel (and not by the Project Area as a whole), (iii) that, notwithstanding the principal amount of the TIF Note, New Owner VI shall not receive Available Incremental Property Taxes for any year after expiration of the New Owner VI Term Limitation or in excess of the New Owner VI Annual Limitation, (iv) that any Available Incremental Property Taxes generated from the New Owner VI Parcel in any year after the expiration of the New Owner VI Term Limitation or in excess of the New Owner VI Annual Limitation in any year shall not be paid under the New Owner VI Note but shall be allocated as set forth in this Fourteenth Amendment, (v) that none of the City, Owner or New Owner VI, shall have any responsibility at the end of the term of the TIF Note to pay any shortfall in the payment of the TIF Note due to insufficient Available Incremental Property Taxes resulting from the New Owner VI Term Limitation, New Owner VI Annual Limitation, or otherwise, and (vi) that any payment under the New Owner VI Note shall be subject to New Owner VI's compliance with the terms of the Agreement, including satisfaction of the covenants, terms and conditions of Section 3.01 of the Agreement. These rights of New Owner VI shall be appurtenant to fee ownership of the New Owner VI Parcel and shall be held by any subsequent titleholder (but which ownership shall not be fractionalized).

8. **New Owner VI Parcel Not a Qualified Sold Parcel or Formerly Qualified Sold Parcel.** Section 2.31 of the Agreement is hereby further amended to add the following at the end:

Notwithstanding anything in the Agreement to the contrary, the transfer of the New Owner VI Parcel shall not render the New Owner VI Parcel a Qualified Sold Parcel or a Formerly Qualified Sold Parcel and the New Owner VI Parcel shall not count towards the Rolling Limit.

9. **Owner Not Responsible for New Owner VI Failure to Pay Taxes, Default or Code Violations: New Owner VI Not Responsible for Owner's Failure to Pay Taxes, Default or Code Violations.** Pursuant to Section 3.08 of the Agreement as applicable to the Owner, Owner shall not be responsible for any failure of New Owner VI (or any tenant thereof) to pay real estate taxes or for any code violations or New Owner VI's defaults under the Agreement on or related to the New Owner VI Parcel. New Owner VI shall not be responsible for any failure of Owner (or any tenant thereof) of the remainder of the Property other than the New Owner VI Parcel to pay real estate taxes or for any code violations or Owner's defaults under the Agreement on or related to such remainder of the Property.

10. **Conditions to Initial Effectiveness of Pay-As-You-Go Obligations.** With respect to the New Owner VI Parcel only and the ability to apply Available Incremental Property Taxes generated from the New Owner VI Parcel, all of the conditions set forth in subsections (a), (b), (c) and (d) of Section 5.01 of the Agreement shall be determined with respect to the New Owner VI Parcel only (and not on the Property as a whole).

11. **General Conditions of Issuance/Reimbursement for New Owner VI.** With respect to the New Owner VI Parcel only and the ability to apply Available Incremental Property Taxes generated from the New Owner VI Parcel to the reimbursement of TIF Eligible Expenses, all of the conditions set forth in subsections (a), (b), (c), (d) and (g) of Section 5.02 of the Agreement shall be determined with respect to the New Owner VI Parcel only (and not on the Property as a whole).

12. **Assignment of Rights to Reimbursement of TIF Eligible Expenses.** Except for the designation of rights to Available Incremental Property Taxes with respect to the New Owner VI Parcel to Park Owner pursuant to Section 13 below, any assignment or other transfer of rights to pay-as-you-go reimbursement with respect to the New Owner VI Parcel shall be subject to Section 4.02 and other applicable terms of this Agreement.

13. **Payment of Reimbursement of TIF Eligible Expenses.** Provided that the New Owner VI Improvements are completed in compliance with terms of this Fourteenth Amendment and so long as the other terms of the Agreement are complied with, Available Incremental Property Taxes generated from the New Owner VI Parcel in any fiscal year shall be allocated and assigned, for purposes of reimbursing TIF Eligible Expenses, in the following order of priority:

(i) To New Owner VI pursuant to the New Owner VI Note, not to exceed the New Owner VI Annual Limitation and for a term not exceeding the New Owner VI Term Limitation; and

(ii) All remaining amounts to Park Owner.

14. **Owner Construction Obligations/Satisfaction of Conditions of Reimbursement.** The parties hereby acknowledge and confirm that the condition of issuance/reimbursement contained in Section 5.02(h) of the Agreement has been satisfied with respect to the New Owner VI Improvements.

The City agrees to defer (but not waive) the requirement of Section 5.02(g) of the Agreement with respect to completed and operating Public Improvements necessary to serve the New Owner VI Parcel, consisting of installation of water, sewer and other utility lines, until the Building Completion Date, as provided in Section 3.01 of the Agreement referred to above. Park Owner and New Owner VI agree to cause completion of such Public Improvements by the Building Completion Date.

15. **Indemnification.** Notwithstanding Sections 10 and 14 of the Agreement, Owner shall not be responsible for the indemnification of any party for any losses, liabilities, damages, injuries, costs, expenses, or claims of any kind whatsoever relating to the condition, development, and use of the New Owner VI Parcel for a condition which did not exist at the time Owner was title holder of such parcel(s), it being understood and agreed that New Owner VI and its successors shall be responsible for all indemnity provisions of the Agreement with respect to the New Owner VI Parcel and any condition, development, and use of the New Owner VI Parcel.

Notwithstanding Sections 10 and 14 of the Agreement, New Owner VI shall not be responsible for the indemnification of any party for any losses, liabilities, damages, injuries, costs, expenses, or claims of any kind whatsoever relating to the condition, development, and use of any and all of the remainder of the Property except the New Owner VI Parcel, it being understood and agreed that the Owner shall be responsible for all indemnity provisions of the Agreement with respect to the remainder of the Property other than the New Owner VI Parcel and any condition, development, and use of such remainder of the Property other than the New Owner VI Parcel.

16. **Insurance.** New Owner VI shall be responsible to provide all the insurance required by, and to otherwise to satisfy all provisions of, Section 11 of the Agreement with respect to the development and use of the New Owner VI Parcel, and Owner shall have no obligation to comply with Section 11 of the Agreement as to the New Owner VI Parcel. Owner shall be responsible to provide all the insurance required by, and to otherwise satisfy all provisions of, Section 11 of the Agreement with respect to the development and use of any and all of the remainder of the Property other than the New Owner VI Parcel and New Owner VI shall have no obligation to comply with Section 11 of the Agreement as to such remainder of the Property other than the New Owner VI Parcel.

17. **Land Acquisition Costs.** The acquisition cost set forth in **Exhibit C** for the New Owner VI Parcel is approved by the City and upon certification of payment shall be a TIF Eligible Expense.

18. **Effect of Fourteenth Amendment.** Except as expressly amended by the terms of this Fourteenth Amendment, all of the terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

Wherefore, the Parties herein have signed this Fourteenth Amendment on the date and year first above written.

*[Signature pages commence on following page]*







**EXHIBIT A**

**LEGAL DESCRIPTION AND DEPICTION  
OF NEW OWNER VI PARCEL**

**Legal Description of New Owner VI Parcel**

**ADDRESS:**

**PINS:**

**Depiction of New Owner VI Parcel**

(see attached)

**EXHIBIT B**

**NEW OWNER VI IMPROVEMENTS**

[To be added.]

**EXHIBIT C**

**NEW OWNER VI PROJECT BUDGET**

TIF Eligible Expenses:		
Acquisition of Land:		\$ _____
Total New Owner VI Project Costs:		\$ _____

**SCHEDULE 1**  
**FORM OF TIF NOTE**

*[see attached]*

**SCHEDULE 2**

**FORM OF ASSIGNMENT AGREEMENT**

*[see attached]*