



City of Wilmington
Special Meeting
Finance, Administration & Land Acquisition Committee
Tuesday, November 1, 2016 at 6:00 p.m.

Location & Time

Council Chamber
Wilmington City Hall
1165 S. Water Street
6:00 p.m. 11/01/16

**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 Recommendation of the Planning & Zoning Commission to approve the preliminary & final plat by Adar Ridgeport Industrial Partners, LLC (PIN: 03-17-16-300-005-0000 / Location: East Side of Kavanaugh Road, South of Design Road)
3. Review / Approve the Recommendation of the Planning & Zoning Commission to approve the Site Plan as presented by Adar Ridgeport Industrial Partners, LLC with final review from the City Engineer and City Planners (PIN: 03-17-16-300-005-0000 / Location: East Side of Kavanaugh Road, South of Design Road)
4. Review / Approve Ordinance No. 16-11-01-02 □ An Ordinance Annexing Certain Territory to the City of Wilmington with I-5 Zoning (PIN: 03-17-16-300-005-0000 / Location: 29929 S. Kavanaugh Road)
5. Review / Approve Ninth Amendment to Annexation Agreement among the City of Wilmington, Adar Ridgeport Industrial Partners, LLC
6. Review / Approve Ordinance No. 16-11-01-03 □ An Ordinance Accepting the Request of WESCOM for the Conveyance of a City Cell Tower and Easement and for the Entry of an Intergovernmental Agreement For Said Transfer
7. Review / Approve Employee Leasing Agreement between the City of Wilmington and GOVTEMPUSA, LLC.
8. Review 15th Amendment to the Redevelopment Agreement By and Among the City of Wilmington and Adar Ridgeport Industrial Partners, LLC and Ridgeport Partners II, LLC and MOU
9. Review Request for Payment from resident Bert Niehls, Water Meter ASC Claim#P642-16-10197-01
10. Adjournment

Posting Date:
10/28/2016 1:55 PM jjz



RECEIVED

SEP 27 '16

Land Use Petition
City of Wilmington, Illinois

CITY OF WILMINGTON

Petitioner: ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC
Address: 2875 N.E. 191st ST., SUITE 800
City: AVENTURA State: FLORIDA Zip: 33180
Phone No.: 815 727-4511 Fax No.: 815 727-1586 Email: tosterberger@kqgllc.com

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

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

Subject Property

Location: EAST SIDE OF KAVANAUGH ROAD, SOUTH OF DESIGN ROAD
Size of Property: 48.187 ac Tax Parcel No.: 03-17-16-300-005-0000

The following documents have been attached:

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

Type of Action Requested

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

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

Statement of Petition

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

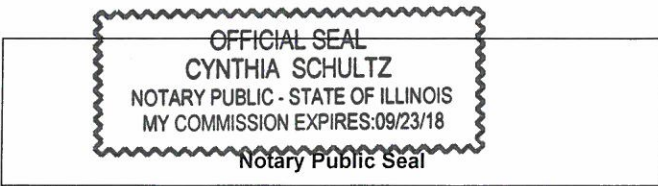
ADDITIONAL PARCEL TO BE ANNEXED IN ADDITION TO ORIGINAL RIDGEPORT PARCELS

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

Authorization

I hereby affirm that I have full legal capacity to authorize the filing of this petition and that all the information and exhibits herewith submitted are true and correct to the best of my knowledge.

State of Illinois Date 9/27/16 Signature of Petitioner Thomas Osterberger



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

Notary Signature: Cynthia Schultz
My Commission Expires:

Given under my hand and notary seal this 27th day of September, A.D. 2016

EXHIBIT A

Legal Description

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, EXCEPT THE SOUTH 30 ACRES THEREOF, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

ADDRESS: 29929 S. KAVANAUGH RD., WILMINGTON, IL 60481

PIN: 03-17-16-300-005-0000

CHI67223247

ADJOINING OWNERS

Ridgeport Logistics Ctr POA
200 W. Madison St., Suite 1200
Chicago, IL 60606

Ridge Lego Partners LLC
200 W. Madison St., Suite 1200
Chicago, IL 60606

OWNER & DEVELOPER
ADAR RIDGEPORT INDUSTRIAL PARTNERS LLC
2875 NE 191st STREET, SITE 800
AVENTURA, FLORIDA, 33180

ENGINEER & LAND SURVEYOR
MANHARD CONSULTING, LTD.
700 SPRINGER DRIVE
LOMBARD, ILLINOIS 60148

FINAL PLAT

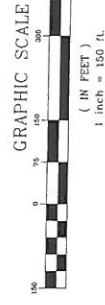
OF

RIDGEPORT LOGISTICS
CENTER - PHASE 6

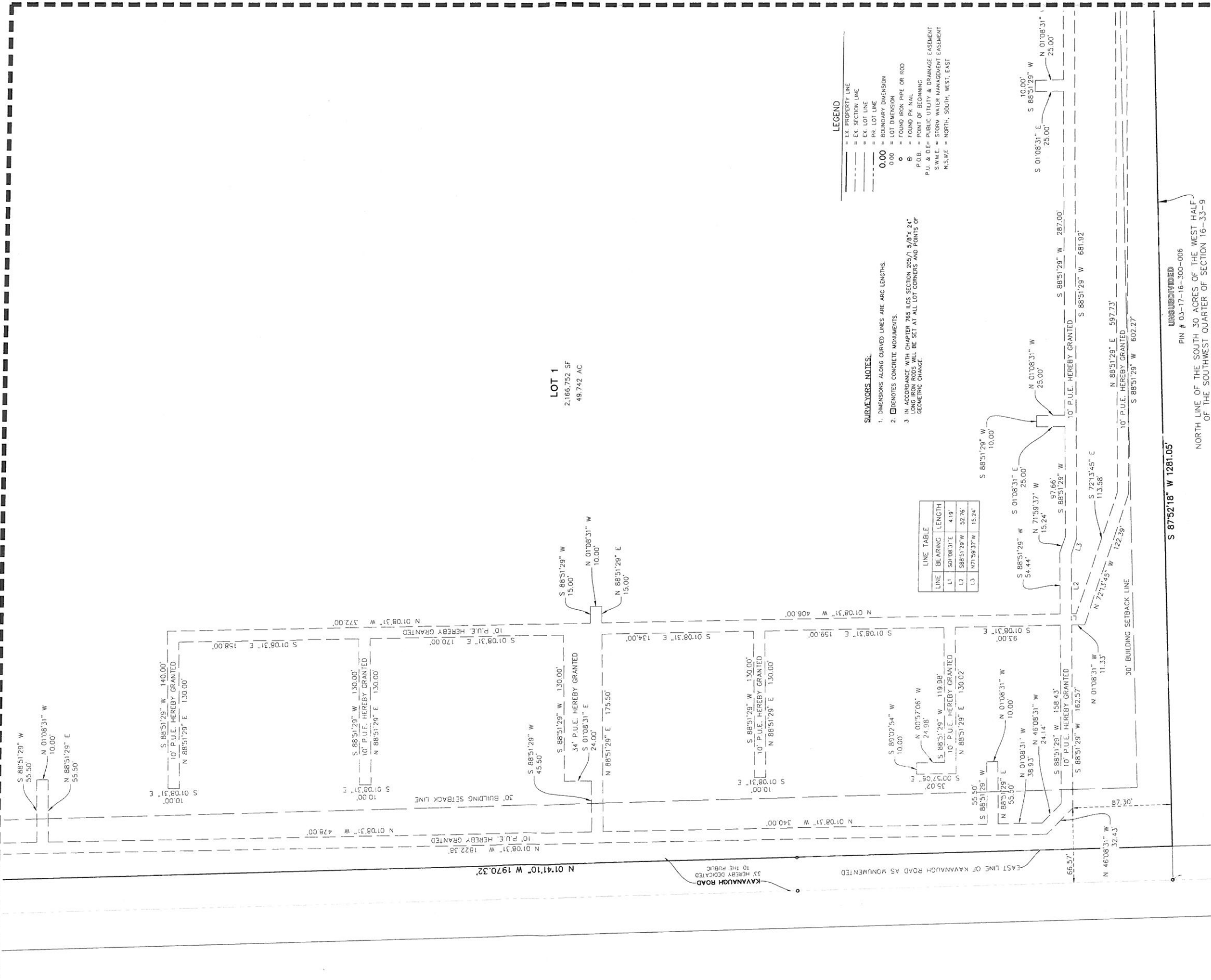
PART OF WEST HALF OF THE NORTHWEST QUARTER, AND PART OF THE SOUTH HALF OF SECTION 16, ALL IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

SEE SHEET 2 OF 6

CURRENT P.L.N.
03-17-16-102-001
03-17-16-300-005
03-17-16-300-007
03-17-16-300-009



BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL TIME KINEMATIC (RTK) GPS METHODS



SEE SHEET 5 OF 6

PROJ. NO. BS
PROJ. ASSOC. CEF
DRAWN BY CEF
DATE 8/05/16
SCALE 1" = 100'

SHEET
4 OF **6**
RPTW10L8

RIDGEPORT LOGISTICS CENTER - PHASE 6
CITY OF WILMINGTON, ILLINOIS
FINAL PLAT OF SUBDIVISION

Manhard
CONSULTING LTD.
155 Springer Drive, Lombard, IL 60148 phone: 630.991.8500 fax: 630.991.1585 manhard.com
Civil Engineer, Surveyor, Planner & Waterpower Engineers
Construction Managers • Environmental Scientists • Undergraduate Architects • Planners

DATE
REVISIONS

DATE 09/09/16 WILMINGTON REVIEW LETTER DATED 8/25/16 CEF

OWNER & DEVELOPER
 RIDGEPORT INDUSTRIAL PARTNERS LLC
 2875 N. WILSON STREET, SUITE 800
 AVENTURA, FLORIDA, 33180

ENGINEER & LAND SURVEYOR
 MANHARD CONSULTING, LTD.
 700 SPRINGER DRIVE
 LOMBARD, ILLINOIS 60148

FINAL PLAT
OF

RIDGEPORT LOGISTICS CENTER - PHASE 6

PART OF WEST HALF OF THE NORTHWEST QUARTER, AND PART OF THE SOUTH HALF OF SECTION 16, ALL IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

SURVEYOR'S NOTES:

1. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
2. NOTES CONCRETE MONUMENTS.
3. IN ACCORDANCE WITH CHAPTER 795 ILCS, SECTION 205/1, 5/8" X 24" MONUMENTS SHALL BE SET AT ALL LOT CORNERS AND POINTS OF GEOMETRIC CHANGE.

LEGEND

- - - EX. PROPERTY LINE
- - - EX. SECTION LINE
- - - EX. LOT LINE
- - - IR. LOT LINE

0.00

- BOUNDARY DIMENSION
- FOUND IRON PIPE OR ROD
- FOUND P.N. NAIL

P.O.B. = POINT OF BEGINNING

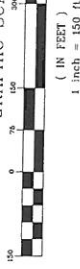
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT

S.W.M.E. = STORM WATER MANAGEMENT EASEMENT

N.S.W.E. = NORTH, SOUTH, WEST, EAST

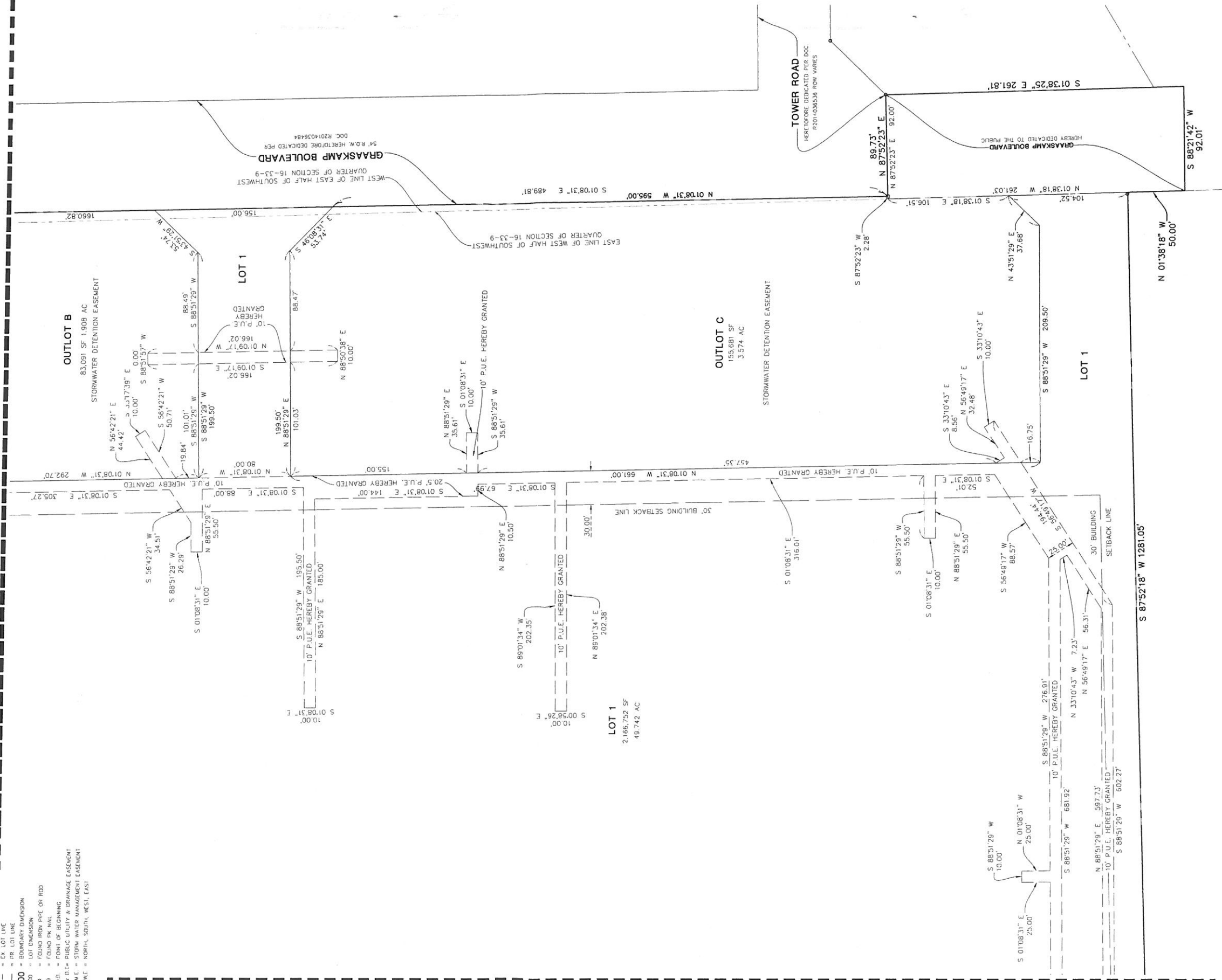
CURRENT P.L.N.
 03-17-16-102-001
 03-17-16-300-005
 03-17-16-300-007
 03-17-16-300-009

GRAPHIC SCALE



BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL TIME KINEMATIC (RTK) GPS METHODS

SEE SHEET 3 OF 6



SEE SHEET 4 OF 6

RIDGEPORT LOGISTICS CENTER - PHASE 6
 CITY OF WILMINGTON, ILLINOIS
 FINAL PLAT OF SUBDIVISION

PROJ. WDR.	BS
PROJ. ASSOC.	CEF
DRAWN BY	CEF
DATE	8/05/16
SCALE	1" = 100'
SHEET	5 OF 6
RPTWIL08	

Manhard CONSULTING LTD.
 105 Springer Drive, Lombard, IL 60148 ph: 630.931.8500 f: 630.881.1885 manhard.com
 Civil Engineering • Surveying • Planning & Water Resources Engineering
 Construction Management • Environmental Sciences • Landscaping • Utilities • Planning

DATE	REVISION
09/09/16	WILMINGTON REVIEW LETTER DATED 8/25/16



Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

Prepared for



STAFF AND CONSULTANT REPORT

DATE: October 14, 2016
TO: City of Wilmington – Planning and Zoning Commission
FROM: Carrie Hansen – SDA (City Planning Consultant)
SUBJECT: Staff Review of Ridgeport Logistics Center – Building Charlie

Applicant

Adar Ridgeport Partners, LLC

Requested Action

The applicant is requesting annexation and rezoning to I5 Planned Industrial Development with Final Plat/Plan and Site Plan approval to allow for the construction of an 810,000 square foot office/warehouse building with associated parking, truck docks, rail access, and site detention.

Location, Existing Zoning and Land Use

The subject property consists of 50.4 acres located on the south side of Design Road, east of the current Kavanaugh Road right-of-way, west of Graaskamp Blvd., is presently zoned Agricultural in unincorporated Will County, and vacant.

Surrounding Zoning and Land Uses

North: I5 Planned Industrial Development in the City of Wilmington for existing office/warehouse facilities
East: I5 Planned Industrial Development in the City of Wilmington for existing office/warehouse facilities
South: Agricultural, Unincorporated Will County
West: I5 Planned Industrial Development in the City of Wilmington and vacant, planned for future office/warehouse facility Building J

126 S. Main Street
Oswego, IL 60543
p: 630 551-3355
f: 630 551-3639
schoppedesign.net

Relationship to City Comprehensive Plan

The City's Comprehensive Plan calls for "Industrial/Manufacturing" use; the request is in compliance.

Donation Requirements

None

Planning Consultant Comments

1. **Annexation and Rezoning:** The proposed annexation is a logical and contiguous expansion of the City's boundaries, and requested I5 rezoning and intended use of a warehousing/distribution facility is in compliance with the City's Comprehensive Plan.
2. **Bulk Regulations:** The site plan for the proposed 810,000 square foot building conforms to the bulk regulations outlined in the Ridgeport Annexation Agreement, which when amended to include this property will apply to its development. The development of the 210,000 square foot "expansion" area is contingent upon the acquisition of additional property not presently owned by the applicant in order to provide the necessary parking, and as such cannot be fully evaluated until owned by the applicant. Without the additional property, some building expansion could still be accommodated on the site, but it would be less than the 210,000 square feet shown.
3. **Parking:** The parking provided for the 810,000 includes 98 car (employee) stalls and 191 truck parking stalls. The City's code calls for 1 space for every employee per maximum shift plus one (1) space for every vehicle customarily used on the operation of the use or stored on the premises. As the building tenant is as of yet undetermined, it is difficult to ascertain if the parking provided is sufficient. Additional information about the ultimate operation of the facility should be provided to confirm that the parking shown is adequate. The future parking noted in the Site Data references five (5) additional handicapped spaces, but none are shown. Additional clarification is necessary to determine if the proposed drive aisle setback of 26 feet from Design Road meets the required 35 foot parking setback; the parking lot and spaces clearly exceed the 35 feet, but the drive aisle does not.
4. **Access/Circulation:** The presented plan indicates a total of five (5) access points from public streets to the site, three (3) with the initial building phase, and two (2) additional accesses along Graaskamp Blvd. with the expansion phase. A better understanding of the need for this number of accesses, and how the vehicular circulation of the site will operate is necessary. Without further justification, a consolidation of access points along Graaskamp Blvd. is suggested in order to provide better traffic operations with less disruption along the roadway. The proximity of the eastern access from Design Road to the Graaskamp Blvd. intersection also presents potential operational issues with the possibility of immediate left turns into the site backing traffic up to the east.

5. **Kavanaugh Road:** Per the terms of the Annexation Agreement (and the amendment which will include this property), existing Kavanaugh Road will be vacated. No access points are presently shown from Kavanaugh, but what are the applicant's intentions for the use of this right-of-way, both now and subsequent to vacation?
6. **Architecture:** The proposed 810,000 square foot building has a north/south façade length of 1,350 feet along Graaskamp Blvd., the project's main access drive. Given this dimension, it will be important to include sufficient architectural detailing to break up the monotony of this expanse of façade. A landscape plan for the site has been submitted and is being separately reviewed, and includes what appears to be a sufficient mix of berming and landscape material along the detention areas to assist with the softening of the building and parking areas.
7. **Detention Areas:** Recent discussions relative to the master planning of the Ridgeport project have included the recommendation that rather than continuing to provide individual lot-by-lot detention basins, that a more regional approach to consolidate these facilities would be implemented to ensure better efficiency and responsible land planning. The current proposal for Building Charlie again includes the use of three segmented basins, separated by access drives. The previously recommended consolidation of Graaskamp Blvd. access points may provide an opportunity to revisit the approach to stormwater detention on the site.
8. **Rail Spur:** The west side of the building along Kavanaugh Road is intended for rail service, with approximately 1,300 lineal feet of spur line entering from the southwest corner of the site. Additional information is necessary to understand how the applicant will address site safety and circulation issues resulting from the potential conflict of at-grade crossings of rail cars and both trucks and automobiles navigating the site.

Engineering Consultant Comments

1. The following items need to be provided:
 - a) Proposed ADT counts
 - b) Storm Sewer and Detention sizing calculations
 - c) Population Equivalent (PE) and Average Daily Traffic (ADT) Summaries for the proposed user
 - d) Engineer's Opinion of Probable Construction Costs (EOPCC)
 - e) Sign Details
 - f) Photometric Plans
 - g) Auto-Turn Analysis
2. Confirmation that entrance will be off of Graaskamp Blvd as there is not sufficient truck storage at the Design Road entrances. City will require exclusive right turn lane(s) at Graaskamp entrance(s) should the proposed user generate high traffic volumes. Eastern entrance off of Design Road shall be removed.
3. Wetland mitigation will need to be addressed.
4. Employee entrance(s) shall be better defined since it is a shared entrance with the trucks.
5. Improvements required for drainage ditch along the east side of Kavanaugh Road.

6. Plans for vacation or reconstruction of Kavanaugh Road adjacent to this site shall be provided.
7. Storage in left turn lane for eastbound traffic on Design Road will need to be extended.
8. Hydrants in parking lots shall be located inside raised islands. Cross hatched pavement is no longer acceptable.

Recommendation

It is recommended that the Planning and Zoning Commission recommend approval of the annexation, rezoning to I5 Planned Industrial Development, and Final Plat/Plan and Site Plan to the City Council with the condition that Staff's review comments noted above are satisfactorily addressed.

Adar RidgePort Industrial Partners, LLC

200 West Madison Street, Suite 1200

Chicago, IL 60606

312/257-2870

10/28/2016

Mr. Colby Zemaitis
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

RE: RidgePort Logistics Center – Building Charlie
Response to Staff and Consultant Report dated 10/14/2016

Mr. Zemaitis,

Adar RidgePort Partners, LLC, petitioner for RidgePort Logistics Center – Building Charlie, has provided the following responses regarding annexation and rezoning to I-5, final plat, and site plan approval for the referenced project.

1. Until the property to the south is acquired by the petitioner, the approval for Building Charlie is only for the 810,000 square foot building. The phase improvements, i.e. access drives and circulation, should be clearly indicated on the site plan.

Petitioner Response: Future trailer parking on adjacent property to south has been removed.

2. Additional information will be required regarding the operations of the site to determine if the parking provided is adequate, and how the employee parking and circulation will be handled relative to potential truck circulation conflicts.

Petitioner Response: Site has been designed to maximize available truck and auto parking based on a user typical to this type of building. Auto parking areas have been separated from truck traffic areas, and are accessed via adjacent drives.

3. Confirm that the easternmost Design Road access point is limited to right-out only. This was first presented at the PZC meeting. The length of the eastbound left turn lane from Design Road onto Graaskamp Blvd. is insufficient and shall be increased.

Petitioner Response: Petitioner requests that easternmost Design Road access point be evaluated when a user is identified in order to allow flexibility required by user. Petitioner will submit proposed configuration upon submittal of tenant improvement permit.

4. Staff would like to see the consolidation of access points on Graaskamp Blvd. Three are presently shown; two would be preferred and should allow enough flexibility for two users.

Petitioner Response: Graaskamp access points have been revised, to include shift northernmost access point (to be constructed initially) to the south allowing additional truck staging via dedicated right turn lane into site and maintaining two lane thru traffic on Graaskamp Blvd. Optional access #2 has been shifted to align with potential future Tower

Road which would also allow for additional dedicated right turn lane for truck stacking into site.

5. The future of Kavanaugh Road needs clarification. There will be no vacation of the right-of-way until alternate means of access are established/identified for the residents and agricultural users of the current road. Also, ditch improvements will be required along the east side of the road.

Petitioner Response: This current site has no proposed entrances/exits from Kavanaugh Road, and is not requesting vacating the road currently. Kavanaugh Road will remain as-is for access of residents to the south.

6. The petitioner will commit to architectural detailing of the facades to break up the monotony of the building mass.

Petitioner Response: Elevations with color schemes will be submitted for building permit and in accordance with code.

7. Stormwater calculations will be required, including storm sewer and detention sizing, and further discussion about the consolidation of detention areas is necessary.

Petitioner Response: Complete stormwater calculations will be submitted with final engineering plans.

8. Explain how the possible rail spur and vehicular operations will be safe and compatible.

Petitioner Response: Potential future rail construction will be separately submitted for permit if and when a user requires rail, and will address all vehicular crossing and safety measures.

9. Proposed Average Daily Traffic (ADT) summaries shall be provided for the proposed user(s) to enable evaluation of traffic.

Petitioner Response: Information will be provided when user is identified.

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF
WILMINGTON, WILL COUNTY, ILLINOIS**

WHEREAS, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Wilmington, Will County, Illinois, requesting that said territory be annexed to the City of Wilmington; and

WHEREAS, there are no electors residing within the said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Wilmington; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Will County; and

WHEREAS, the legal owner of record of said territory and the City of Wilmington have entered into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and

WHEREAS, it is in the best interests of the City of Wilmington that the territory be annexed thereto,

NOW THEREFORE, be it ordained by the City Council of the City of Wilmington, Will County, Illinois as follows:

SECTION 1: That the following described territory,

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, EXCEPT THE SOUTH 30 ACRES THEREOF, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS

ADDRESS: 29929 S. KAVANAUGH RD., WILMINGTON, ILLINOIS 60481
PIN NO.: 03-17-16-300-005-0000

being indicated on an accurate map of the annexed territory (which is appended to and made a part of this Ordinance), is hereby annexed to the City of Wilmington, Will County, Illinois.

SECTION 2: That the City Clerk is hereby directed to record with the Recorder and to file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to the Ordinance.

SECTION 3: EFFECTIVE DATE

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

PASSED this ____ day of _____, 2016 with ____ members voting aye, ____ members voting nay, and the Mayor ____ voting, with ____ members abstaining or passing and said vote being:

Larry Hall	_____	Kirby Hall	_____
Steve Evans	_____	John Persic, Jr.	_____
Kevin Kirwin	_____	Frank Studer	_____
Joe VanDuyne	_____	Fran Tutor	_____

Approved this ____ day of _____, 2016

J. Marty Orr, Mayor

Attest:

Judy Radosevich, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

***Prepared by and after recording return
to:***

Thomas R. Osterberger
Kavanagh Grumley & Gorbald LLC
111 North Ottawa Street
Joliet, Illinois 60432

NINTH AMENDMENT TO ANNEXATION AGREEMENT

This Ninth Amendment to Annexation Agreement ("Ninth Amendment") is made and entered into this ____ of November, 2016 by and among the City of Wilmington, an Illinois Municipal Corporation, Will County, Illinois (hereinafter the "City"), and Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, Successor in interest to Ridge Logistics Park I, LLC, a Delaware limited liability company, ("Adar").

WITNESSETH:

WHEREAS, the City and one or more Property Owners are parties to that certain Annexation Agreement dated May 4, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on May 25, 2010 as Document Number R2010052538 (the "Original Agreement"), which Original Agreement was amended by the terms of that certain First Amendment to Annexation Agreement dated October 19, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on March 10, 2011 as Document Number R2011026147 (the "First Amendment"); and by the terms of that certain Second Amendment to Annexation Agreement dated December 7, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026148 (the "Second Amendment"); and by the terms of that certain Third Amendment to Annexation Agreement dated March 6, 2012 which was recorded with the Office of the Recorder of Will County, Illinois on October 15, 2012 as Document Number R2012114455 (the "Third Amendment"); and by the terms of that certain Fourth Amendment to Annexation Agreement dated May 16, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on June 12, 2014 as Document Number R2014049675 (the "Fourth Amendment"); and by the terms of that certain Fifth Amendment to Annexation Agreement dated October 7, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on November 22, 2014 as Document Number R2014103758 (the "Fifth Amendment"); and by the terms of that certain Sixth Amendment to Annexation Agreement dated December 19, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on December 19, 2014 as

Document Number R2014109840 (the "Sixth Amendment") and by the terms of that certain Seventh Amendment to Annexation Agreement dated March 29 2016, which was recorded with the Office of the Recorder of Will County, Illinois on March 31, 2016 as Document Number R201623368 (the "Seventh Amendment") and by the terms of that certain Eighth Amendment to Annexation Agreement dated April 26, 2016 and recorded with the Office of the Recorder of Will County, Illinois on May 2, 2016 as Document No. R2016031725 ("Eighth Amendment") (the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment , Sixth Amendment, Seventh Amendment and Eighth Amendment is collectively referred to herein as the "Annexation Agreement" or this "Agreement"); and

WHEREAS, the parties hereto (the "Parties") have determined that it is in the best interest of the Parties to amend the Annexation Agreement as set forth herein; and

WHEREAS, proper applications and petitions have been filed with the City by the Owners to amend the Annexation Agreement; and

WHEREAS, the City and the Owners desire to enter into this Ninth Amendment amending the Annexation Agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code in order to regulate the annexation, zoning and development of property within the City pursuant to the enabling statute, 65 ILCS 5/8-11-20, and to provide an economic incentive to Property Owners to develop the property to be annexed hereunder ("Annexation Property") upon the terms and conditions contained in the Annexation Agreement; and

WHEREAS, the Agreement affects the property described on Exhibit A attached hereto; and

WHEREAS, Section 42 of the Annexation Agreement contemplates that real property abutting the Subject Property of the Annexation Agreement, referred to as "Additional Territory". may be annexed into the City and be made subject to the Terms of the Annexation Agreement; and

WHEREAS, a public hearing on this Ninth Amendment has been held by the Corporate Authorities of the City on November 1, 2016; and

WHEREAS, all notices, publications, procedures, public hearings and other matters attendant to the consideration, approval and execution of this Ninth Amendment have been given, made, held and performed as required by the Illinois Municipal Code and all applicable ordinances, regulations and procedures of the City; and

WHEREAS, the City acknowledges that this Ninth Amendment will permit the orderly growth, planning and development of the City, will increase the tax base of the City, will create employment opportunities in the City, will promote and enhance the general welfare of the City and that the development of the Annexation Property as proposed by the Property Owners will

be compatible with the adjacent land uses and the planning and zoning objectives of the City; and,

WHEREAS, the City Council has, by a vote of not less than two-thirds (2/3) of the Corporate Authorities currently holding office, approved the terms and provisions of this Ninth Amendment and have directed the City Mayor to execute, and the City Clerk to attest, this Ninth Amendment on behalf of the City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree that the Annexation Agreement is hereby amended as follows:

ARTICLE ONE

INCORPORATION OF RECITALS: CAPITALIZED TERMS

The foregoing recitals are incorporated herein by reference as if fully set forth herein. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Annexation Agreement.

ARTICLE TWO

ANNEXATION SUBJECT TO ANNEXATION AGREEMENT

The Annexation Property (or Additional Territory) legally described and set forth on **Exhibit B** attached hereto and made a part hereof shall be annexed to the City and shall thereafter be deemed part of the Subject Property under the Annexation Agreement and Exhibit A of the Annexation Agreement is hereby amended to include such legal description and as such the Additional Territory shall be subject, as applicable, to all of the terms and conditions of the Annexation Agreement.

ARTICLE THREE

ZONING OF ADDITIONAL LAND

The Annexation Property (or Additional Territory) legally described and set forth on **Exhibit B** attached hereto and made a part hereof is hereby rezoned to the Large Scale Planned Industrial District.

ARTICLE FOUR

GENERAL PROVISIONS

A. Except as modified by this Agreement, the provisions of the Annexation Agreement shall remain in full force and effect.

B. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the City and Property Owners.

C. This Agreement, when recorded, constitutes a covenant running with the land and is binding upon and inures to the benefit of the parties, all grantees, successors and assigns.

D. Within thirty (30) days after its execution the text of this Agreement shall be recorded at the sole cost and expense of the party recording same in the office of the Recorder of Will County, Illinois.

E. If any provision of this Agreement is found by a court of law to be in violation of any applicable local, State or Federal law, ordinance or regulation and if a court of competent jurisdiction should declare such provision of this Agreement to be illegal, void or unenforceable, then it is the intent of the parties that the remainder of this Agreement shall be construed as if such illegal, void or unenforceable provision were not contained herein and that the rights and obligations of the parties hereunder shall continue in full force and effect.

F. The captions of paragraphs are intended only for the convenience of the parties and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

G. This Agreement may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the day and year above written.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties to this Ninth Amendment have caused it to be executed as of the date and year first above written.

"CITY":

CITY OF WILMINGTON, an Illinois municipal Corporation

By: _____
J. Marty Orr, Mayor

ATTEST:

Judith Radosevich, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that J. Marty Orr, personally known to me to be the Mayor of the City of Wilmington, an Illinois municipal corporation, and Judith Radosevich, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of **November**, 2016

NOTARY PUBLIC

EXHIBIT A
(Subject Property)

EXHIBIT B

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, EXCEPT THE SOUTH 30 ACRES THEREOF, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

ADDRESS: 29929 S. KAVANAUGH RD., WILMINGTON, ILLINOIS 60481
PIN NO.: 03-17-16-300-005-0000

ORDINANCE NO. 16-11-01-03

AN ORDINANCE ACCEPTING THE REQUEST OF WESCOM FOR THE CONVEYANCE OF A CITY CELL TOWER AND EASEMENT AND FOR THE ENTRY OF AN INTERGOVERNMENTAL AGREEMENT FOR SAID TRANSFER

WHEREAS, the CITY is the owner of certain improved property, commonly known as the cell tower property, Wilmington, Illinois and described in the Plat of Survey identified as Exhibit "A" ("Property Description") attached hereto and incorporated herein ("Property"); and

WHEREAS, the CITY has determined that the Property will no longer be necessary for CITY purposes; and

WHEREAS, WESTERN WILL COUNTY COMMUNICATIONS, a unit of intergovernmental cooperation operating in Will County, Illinois (WESCOM), created by numerous units of local government pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, an intergovernmental regional dispatch center, is empowered to utilize its intergovernmental powers to do that which is necessary and proper to effectuate its important public safety mission; and

WHEREAS, the WESCOM Executive Board, by Ordinance, has determined that it is necessary and convenient for WESCOM to acquire and to occupy, use and improve the Property for public safety dispatch purposes; and

WHEREAS, the WESCOM Board desires to acquire the Property; and

WHEREAS, the WESCOM is a unit of local intergovernmental cooperation by virtue of its creation by Intergovernmental Agreement by numerous units of local government, all of which are a public agency as defined in 5 ILCS 220/2, a part of the Intergovernmental Cooperation Act; and

WHEREAS, 5 ILCS 220/4 provides that any public agency may sell property to a unit of local intergovernmental cooperation; and

WHEREAS, such transfer of property between the CITY and the WESCOM, as a unit of local intergovernmental cooperation is authorized pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*

WHEREAS, based upon the request of WESCOM, the CITY is willing to transfer the Property to WESCOM pursuant to the terms and conditions set forth in the Agreement; and

NOW, THEREFORE, in accordance with the foregoing, be it ordained by the City Council of the City of Wilmington, Illinois as follows:

SECTION 1: EXECUTION OF AGREEMENT AND CONVEYANCE

That the City authorizes the execution of the attached Intergovernmental Agreement in form and substance not materially different therefrom and authorizes the conveyance of the property and easement referenced therein to WESCOM.

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 _____ day of November, 2016 with _____ members voting aye, _____ members voting nay, and the Mayor _____ voting, with _____ members abstaining or passing and said vote being:

Larry Hall _____
Steve Evans _____
Kevin Kirwin _____
Joe VanDuyne _____

Kirby Hall _____
John Persic, Jr. _____
Frank Studer _____
Fran Tutor _____

Approved this _____ day of _____, 2016

J. Marty Orr, Mayor

Attest:

Judy Radosevich, City Clerk

**INTERGOVERNMENTAL PROPERTY TRANSFER AGREEMENT
BETWEEN THE CITY OF WILMINGTON
AND WESTERN WILL COUNTY COMMUNICATIONS CENTER (WESCOM)**

This Property Transfer Agreement ("Agreement") is made this _____ day of _____, 2016 by and between the CITY OF WILMINGTON, Will County, Illinois, ("CITY") and WESTERN WILL COUNTY COMMUNICATIONS, a unit of intergovernmental cooperation operating in Will County, Illinois ("WESCOM").

WHEREAS, the CITY is the owner of certain improved property, commonly known as the cell tower property, Wilmington, Illinois and described in the Plat of Survey identified as Exhibit "A" ("Property Description") attached hereto and incorporated herein ("Property"); and

WHEREAS, the CITY has determined that the Property will no longer be necessary for CITY purposes; and

WHEREAS, WESCOM, created by numerous units of local government pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, an intergovernmental regional dispatch center, is empowered to utilize its intergovernmental powers to do that which is necessary and proper to effectuate its important public safety mission; and

WHEREAS, the WESCOM Executive Board has determined that it is necessary and convenient for WESCOM to acquire and to occupy, use and improve the Property for public safety dispatch purposes; and

WHEREAS, the CITY desires to transfer the Property to WESCOM pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the WESCOM Board desires to acquire the Property; and

WHEREAS, the WESCOM is a unit of local intergovernmental cooperation by virtue of its creation by Intergovernmental Agreement by numerous units of local government, all of which are a "public agency" as defined in 5 ILCS 220/2, a part of the Intergovernmental Cooperation Act; and

WHEREAS, 5 ILCS 220/4 provides that any public agency may sell property to a unit of local intergovernmental cooperation; and

WHEREAS, such transfer of property between the CITY and the WESCOM, as a unit of local intergovernmental cooperation is authorized pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*

NOW, THEREFORE, in consideration of the mutual promises and undertakings each has made herein, CITY and WESCOM agree as follows:

1. The above recitals are fully incorporated into the body of this Agreement.
2. Once the WESCOM Executive Board adopts an ordinance approving this Agreement and requesting the transfer of the Property to WESCOM ("WESCOM Ordinance"), and the CITY of Wilmington authorizes the execution of this Agreement and the sale of the property to WESCOM, the CITY agrees to transfer the Property to WESCOM and WESCOM agrees to accept the Property from CITY subject to the terms and conditions herein. Such conveyance shall be by delivery of

Special Warranty Deed substantially in the form of the Deed attached as Exhibit "B" hereto and incorporated herein.

3. The CITY shall also convey an easement identified on the attached Exhibit C.

4. WESCOM shall pay the CITY a royalty in the amount of 20% of all revenue it receives for all leases by a non-governmental body for space or use of any portion of the tower or property as the Purchase Price ("Purchase Price") for the Property (further described in Exhibit "A" attached hereto and by this reference incorporated herein), said amount being due and payable within thirty (30) days of receipt of funds by WESCOM for said lease.

5. As evidence of the CITY's title to the Property, the CITY, at WESCOM's expense, shall furnish and deliver to WESCOM a title commitment with extended coverage from Chicago Title Insurance Company, identified in Section 12, insured in an amount agreed upon. WESCOM shall be responsible for expense associated with any endorsement(s) required by WESCOM's lender. The title commitment, and any endorsements requested by WESCOM, shall be subject to the review and approval of WESCOM, and in the event WESCOM objects to the condition of title or is unable to obtain required endorsements, it shall provide CITY notice of objection within thirty (30) days from the date of this Agreement. The CITY shall have thirty (30) days to determine whether CITY will cure said title matters. If CITY chooses not to cure said title matters, this Agreement may be voided at the option of either party. At the closing, the title company shall provide for a date down endorsement and if necessary provide a New York-style closing, with the expenses therefore to be paid by WESCOM.

6. WESCOM, at its sole expense, shall obtain an ALTA survey for the Property dated not more than six (6) months prior to the closing date. The CITY shall provide to WESCOM an Affidavit of Title representing that the CITY is (a) unaware of any changes made by CITY to the Property, (b) unaware of any existing improvements on or under the Property that could affect title to the Property, and (c) unaware of any zoning changes to the Property. WESCOM shall have the right to void this Agreement if the survey discloses any unacceptable conditions.

7. The CITY shall indemnify, protect, and hold WESCOM harmless from and against any real estate tax obligations (if any), and the CITY agrees to pay when due any real estate tax bills (if any) that may be charged against the Property during the period of the CITY's ownership of the Property. WESCOM is solely responsible for any real estate taxes (if any) on the Property on and after the date of Closing.

8. The conveyance referenced herein shall be subject to the conditions set forth in the Special Warranty Deed attached hereto as Exhibit "B".

9. Closing and the transfers hereunder shall occur as promptly as possible but in any event on or before _____, 2016, with closing to occur at the office of Chicago Title Insurance Company, 2738 Caton Farm Road, Joliet, IL 60435.

10. A certified copy of the WESCOM's Ordinance shall be attached to the Deed of the Property and thereby recorded with the Recorder of Deeds of Will County by the WESCOM at the WESCOM's expense.

11. Time is of the essence. In the event of any legal or equitable action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, costs

and expenses incurred. In the event any obligation or agreement of either party is not completed or satisfied prior to or at the closing, said obligation or agreement shall survive the closing of the subject property and not merge with the deed.

12. This Agreement shall be construed in accordance with the laws of the State of Illinois and venue shall be in the Circuit Court of Will County.

13. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and no other representations verbal or otherwise shall be considered to be a part thereof.

14. This Agreement may only be amended or revised by execution of a written document signed by both parties.

15. This Agreement shall not be assignable to any third parties without prior written consent of the non-assigning party.

16. All notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) by personal delivery; or
- (b) By mailing to the addresses recited by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days, during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next business day after transmission; or
- (d) By commercial overnight delivery (e.g., FedEx, UPS). Such notice shall be effective on the next Business Day following deposit with the overnight delivery company.

17. Business Days are defined as Monday through Friday, excluding Federal holidays. Business hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

IN WITNESS WHEREOF, this Agreement has been executed for and on behalf of the Western Will County Communications Center (WESCOM) by its President and attested by its Secretary, and for and on behalf of the CITY of Plainfield (CITY) by its CITY Mayor and attested by its CITY Clerk.

CITY OF WILMINGTON,
WILL COUNTY, ILLINOIS
("CITY")

WESTERN WILL COUNTY
COMMUNICATIONS CENTER
("WESCOM")

By: _____
CITY Mayor

By: _____
President, Executive Board

ATTEST:

ATTEST:

By: _____
CITY Clerk

By: _____
Secretary, Executive Board

DATE: _____, 2016

DATE: _____, 2016

SPECIAL WARRANTY DEED

Return To:

John H. Kelly
Ottosen Britz Kelly Cooper
& Gilbert, Ltd.
1804 N. Naper Blvd, Suite 350
Naperville, IL 60563

Future Tax Bill To:

Western Will County
Communications Center
14300 S. Coil Drive
Plainfield, IL 60544

GRANTOR, CITY OF WILMINGTON, in the County of Will, in the State of Illinois, for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to the GRANTEE, THE EXECUTIVE BOARD OF THE WESTERN WILL COUNTY COMMUNICATIONS CENTER, an Illinois Unit of Intergovernmental Cooperation in the County of Will, in the State of Illinois, the following described real estate:

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 15 FEET OF THE NORTH 49.20 FEET OF PARCEL 1: DESCRIBED AS FOLLOWS: THE WEST 35 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:

THE NORTH 49.20 FEET OF PARCEL 2 DESCRIBED AS FOLLOWS: 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.

Property Identification Number(s): Portions of 03-17-25-323-012-0000 and 03-17-25-323-011-0000

Commonly Referred to As: Cell Tower Property, Wilmington, Illinois

SUBJECT TO: (1) real estate taxes and assessments both general and special not yet due and payable; (2) easements, covenants, conditions and restrictions of record; (3) applicable zoning laws and ordinances; (4) the rights, privileges, easements and appurtenances thereto belonging;

(5) public utility easements; (6) rights of way for drain tiles, ditches, feeders & laterals and (7) the property will be used for public purposes.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this _____ day of _____, 2016.

GRANTOR:

GRANTEE:

CITY OF WILMINGTON,
WILL COUNTY, ILLINOIS

WESTERN WILL COUNTY
COMMUNICATIONS CENTER
an Illinois Unit of Intergovernmental Cooperation

By: _____
CITY Mayor

By: _____
President, Executive Board

ATTEST:

ATTEST:

By: _____
CITY Clerk

By: _____
Secretary, Executive Board

Exempt under provision of Paragraph 31-45(b)(1) of the Real Estate Transfer Tax Law.

Date: _____, 2016

Signature of Grantor/Grantee Representative

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

Before me, a Notary Public in and for said county and state, personally appeared the above-named CITY OF WILMINGTON, by J. Marty Orr, its CITY Mayor and its duly authorized official, who acknowledged that he did sign the foregoing Special Warranty Deed and that the same is his free act and deed and the free act and deed of said Municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

_____ day of _____ 2016.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

Before me, a Notary Public in and for said county and state, personally appeared the above-named WESTERN WILL COUNTY COMMUNICATIONS, an Illinois Unit of Intergovernmental Cooperation, by Steven Rauter, its Executive Director and its duly authorized official, who acknowledged that he did sign the foregoing Special Warranty Deed and that the same is his free act and deed and the free act and deed of said Illinois Unit of Intergovernmental Cooperation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

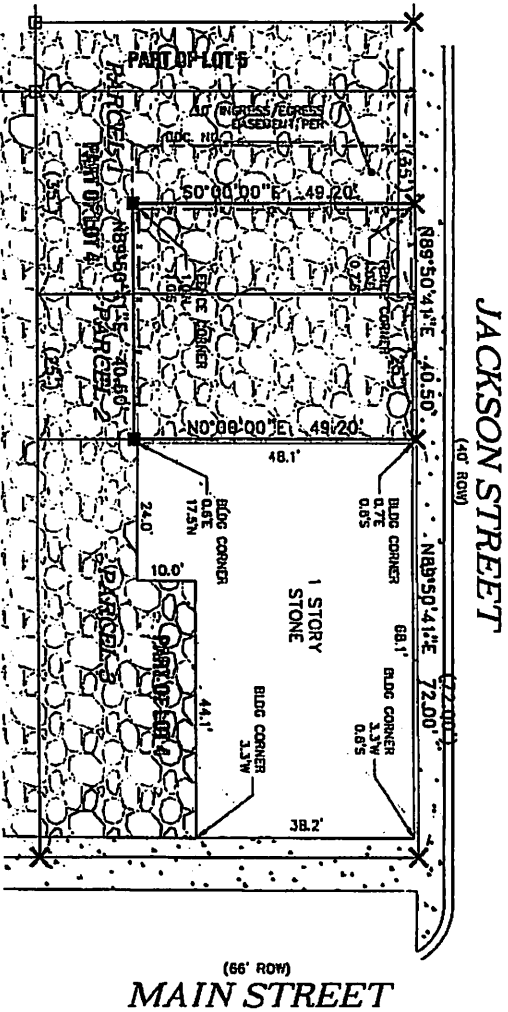
_____ day of _____ 2016.

Notary Public

Prepared By:
John A. Urban
ARDC # 3126460
123 N. Water Street
Wilmington, IL 60481
815-476-4600
815-476-4646 fax

PLAT OF SURVEY

Exhibit A



LAND DESCRIPTION

PARCEL 1: THE EAST 15 FEET OF THE NORTH 49.20 FEET OF PARCEL 1, DESCRIBED AS FOLLOWS: THE WEST 35 OF LOT 4 AND THE EAST 12 FEET OF LOT 5 IN BLOCK 15, IN THE CITY OF WILMINGTON (FORMERLY WINDCHESTER) ALL BEING IN THE EAST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 22, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1939, IN BOOK A, PAGES 71 AND 72, IN WILL COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 48.20 FEET OF PARCEL 2 DESCRIBED AS FOLLOWS: LOT 4 (EXCEPT THE WESTERN 35 FEET THEREOF AND ALSO EXCEPT THE EASTERN 72 FEET THEREOF) IN BLOCK 15, IN THE CITY OF WILMINGTON (FORMERLY WINDCHESTER), ALL BEING IN THE EAST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 22, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1939, IN BOOK A, PAGES 71 AND 72, IN WILL COUNTY, ILLINOIS.



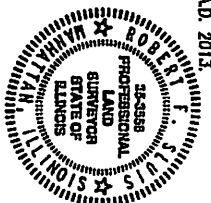
SCALE: 1" = 20'

- LEGEND**
- GRADE BORN PIPE
 - × SET BORN BOD
 - ✕ SET CUT CROSS
 - 7.77' MEASURED DATA
 - (7.77)' RECORDED DATA
 - - - - - FENCE LINE
 - ▭ CONCRETE
 - ▭ GRAVEL
 - ▭ ASPHALT

I, ROBERT F. SLUIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND LOCATED THE BUILDINGS ON THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF AUGUST, A.D. 2013.

Robert F. Sluis
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1399
 LICENSE EXPIRES NOVEMBER 29, 2014



M. GINGERICH, GERRAUD & ASSOCIATES MANHATTAN OFFICE
 ENGINEERING * PLANNING * SURVEYING

www.mga.com

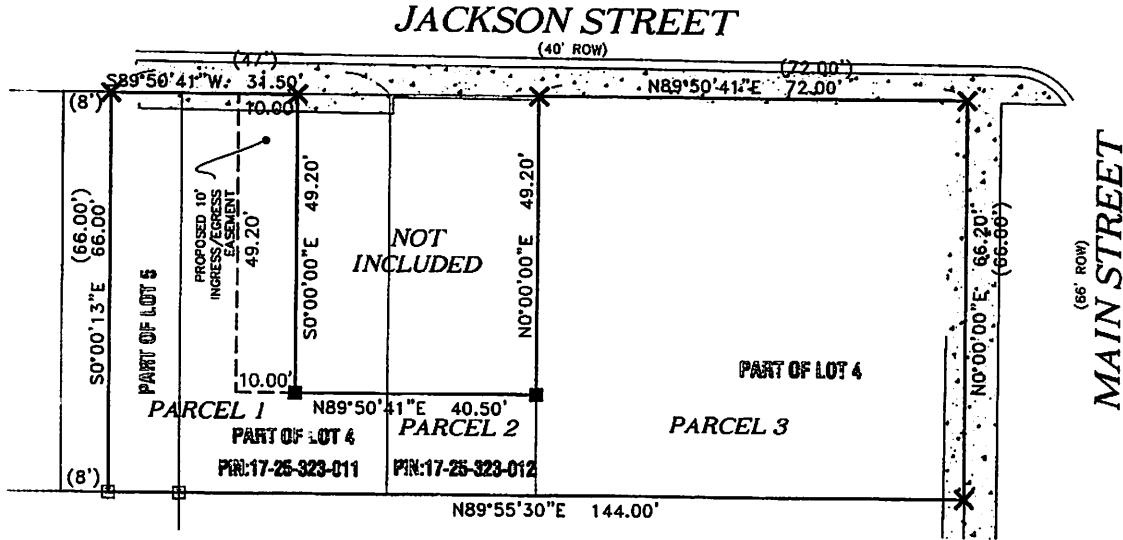
Brandy Office
 240 N. Industrial Drive
 Brandy, Illinois 60915
 PH: 815-853-4871
 FX: 815-853-5810

Manhattan Office
 23820 S. Georgia Rd
 Manhattan, Illinois 60442
 PH: 815-478-5828
 FX: 815-478-5829

ORDERED BY: **CITY OF WILMINGTON**
 DESIGNER: DR. BTHMB CK. BTHMS
 JOB NO.: MW-002 PG. 34-35

PLAT OF EASEMENT

Exhibit C



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.



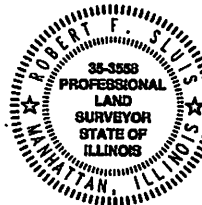
- LEGEND**
- FOUND IRON PIPE
 - SET IRON ROD
 - ✕ SET CUT CROSS
 - 7.77 MEASURED DATA
 - (7.77) RECORDED DATA

STATE OF ILLINOIS
COUNTY OF WILL

WE, M. GINGERICH, GEREAUX 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



M. GINGERICH, GEREAUX & ASSOCIATES ENGINEERING * PLANNING * SURVEYING		MAIL TO: MANHATTAN OFFICE	
		25820 S. Gougar Rd Manhattan, Illinois 60442 PH. 815-478-9680 FX. 815-478-9685 www.mg2a.com Professional Design FIRM #184-005003	
ORDERED BY: CITY OF WILMINGTON			
FIELDWORK COMPLETED: 08-12-2013	DR. BY: NIB	CK. BY: RFS	FILE:
JOB NO.: MU4-002	SB-93	PG: 34-35	

X:\PROJECTS\11-11\WILMINGTON\MU4-002 120 N. Main St. (Ex. Police Facility)\DWG\11-11\MU4-002 POE.dwg; Layout1, 12/23/2013 2:48:49 PM, rbfimer

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 26th day of October 2016 ("Effective Date") by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and the City of Wilmington (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties")

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold

from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemp shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemp's internal and external loss control specialists, GovTemp's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemp's workers' compensation carrier. GovTemp and GovTemp's insurance carriers shall have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not

exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to have remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

**SECTION 3
FEES PAYABLE TO GOVTEMP**

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemp paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemp may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemp employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within ten (10) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

**SECTION 4
INSURANCE**

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and nonowned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on November 21, 2016 and shall continue in effect thereafter for a period of six months (April 21, 2017), or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date." The Agreement may be extended for up to six additional months (October 20, 2017) with agreement between the parties.

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTemp within 30 days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTemp within 30 days of the permanent employment date.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, unless the Municipality executes a Temp-to-Hire arrangement per Section 5.04, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7

and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.14. Arbitration.

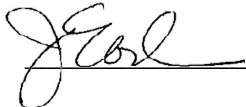
(a) Negotiation/Arbitration Process. The parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the parties. If settlement cannot be reached through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, the controversy or claim shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in employment law. Either party may submit the dispute to arbitration. The arbitration will be conducted in accordance with the then applicable rules and regulations of the American Arbitration Association ("AAA"). The arbitration will be held in Cook County, Illinois. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.

(b) Arbitration Award. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. Except as otherwise provided in this Agreement, the arbitrator shall apply the law specified in Section 8.3. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,
an Illinois limited liability company

By:  _____

Name: Joellen C. Earl

Title: President/Co-Owner

MUNICIPALITY

By _____

Name: J. Marty Orr

Title: Mayor

ATTEST: MUNICIPALITY

By _____

Name: Judith Radosevich

Title: City Clerk

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Frank Koehler

ASSIGNMENT: Interim City Administrator

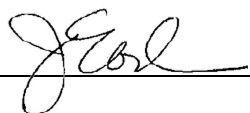
POSITION TERM: Term of Agreement: November 21, 2016 – April 21, 2017.

Please review Section 5 of this Agreement for the complete terms of position. Agreement may be extended for up to six (6) additional months (October 20, 2017) upon mutual agreement of all parties.

BASE COMPENSATION: \$63 per hour for hours worked. Hours are estimated at 40 per week. Worksite employee shall be paid only for hours worked. Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior work week.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By:  _____

By: _____

Date: October 26, 2016

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

RECEIVED

OCT 24 2016

CITY OF WILMINGTON

drop box

to City of Wilmington - Tony GRACE

from Bert & Charlene Wicks

you asked me what my wife and I wanted for compensation from the fire - we ASK that you DO what you SAID you would DO. I brought the bills - (they still need PAID)

Being out of our home for 5 days
2) ALL the DRAMA AND LINES that were BAD. AND take the meter out of my home we ASK for 5,000 EACH TOTAL 10,000
my wife AND I FEEL THATS FAIR

THANK YOU!

Bert Wicks

Received on 10/25/2016 Tony Buff

Distributed to Mayor ORR / City Council + City URBAN



City of Wilmington

1165 S. Water Street ■ Wilmington, Illinois 60481-1633 ■ Phone: 815-476-2175 ■ Fax: 815-476-2276
www.wilmington-il.com

October 25, 2106

Bert & Charlene Niehls
119 S. Kankakee Street
Wilmington, IL 60481

RE: Compensation Letter
Incident on April 10, 2016

Dear Mr. & Mrs. Niehls:

The City of Wilmington received your letter requesting compensation from the fire which occurred on April 10, 2016. I have forwarded the letter to Mayor Orr and City Council members.

The item will be placed on the next City Council meeting agenda for discussion and consideration. The meeting is on November 1, 2016 at 7:00 pm at City Hall.

Sincerely,

Tony Graff
City Administrator

Cc: Mayor Orr
City Council
Attorney Urban

Memo

To: Mayor Orr and City Council
From: Kim Doglio, Accountant
Date: October 26, 2016
Re: Bert Niehls Water Meter ASC Claim #P642-16-10197-01

Regarding the above referenced ASC Claim# P642-16-10197-01:

- Our insurance company incurred costs of \$747.05 for investigative costs
- The city replaced the water meter and firefly at no charge \$345.00 (Ord # 52.04)
- There were a minimum of (6) visits to the Niehls residence regarding this matter at no charge. Per Ord# 52.02, we could have charged \$25 per visit.
- There was additional staff time spent obtaining reports and corresponding with our insurance company and corresponding with Mr. Niehls.

In summary, it is conservative to say that this claim has cost the city over \$1,000 to date.

The only documentation provided for the compensation requested is the ServPro bill in the amount of \$516.55 of which \$500 is the policy holder's deductible.

At this time, our insurance has reviewed the initial claim, reviewed the fire report, performed an independent investigation and denied the claim.

52.02 - Payment of bills—Delinquency—Liens.

- (A) Bills. Rates or charges for water service, sewer service, debt service for water or sewer services, and meter replacement shall be payable monthly. In addition to said rates or charges, the city reserves the right to collect a fee of no less than \$25 for each service call that, in its discretion, is attributable to factors beyond ordinary wear and use. The owner of the premises (determined by the real estate tax assessee based upon the records of the County of Will), the customer who applied for service and the occupant of the premises shall all be jointly and severally liable to pay for the services to the premises and the service is furnished to the premises by the city only upon the condition that the owner, customer and occupant are jointly and severally liable therefore to the city. Bills for water and/or sewer service shall be sent by the city to the customer on the first day of the month succeeding the period for which the service is billed. All water and/or sewer bills are due and payable on the twenty-first day of the month. A penalty of 10% shall be added to all bills not paid by the due date.
- (B) Delinquent Bills. If any charges for services, including any penalties for late payment, are not paid within 21 days after the bill for the services has become due, such charges shall be deemed delinquent. The delinquency notice shall provide that failure to pay [delinquent charges] and late fee within seven days of the date of the notice may result in discontinuance of service and may create a lien on the real estate under Section 65 ILCS 5/11-139-8.
- (C) Liens. Once a delinquency notice in compliance with subsection (B) has been sent to all owners of record, a lien in the amount of the delinquent charges is created upon the premises served. Whenever any charges remain unpaid for 15 days after a delinquency notice has been sent, the city may file with the county recorder of deeds a notice of lien. This notice shall consist of a sworn statement setting out a description of the premises served sufficient for the identification thereof, the amount of money due and the date when such amount became delinquent. The city shall send a copy of the notice of the lien to all owners of record of the premises.
- (D) Foreclosure of Liens. The city has the power to foreclose liens for unpaid charges in the same manner and with the same effect as in the foreclosure of mortgages on real estate. The city attorney is hereby authorized and directed to institute proceedings in the name of the city in any court having jurisdiction over such matters against any property for which a lien for unpaid charges has been filed.
- (E)

Right to Sue. The city has the power to sue the user of water and sewer service or the occupant of premises receiving such service in a civil action to recover the money due for services rendered, plus a reasonable attorney's fee to be fixed by the court. Whenever a judgment is entered in such a civil action, subsections (C) and (D) shall not be effective thereafter as to charges sued upon, and no lien shall exist thereafter upon the premises for the delinquency. Judgment in such a civil action operates as a release and waiver of the lien for the amount of the judgment.

('69 Code, § 52.005; Am. Ord. 793, passed 10-7-80; Am. Ord. 1302, passed 1-5-99; Am. Ord. 05-10-18-01, passed 10-18-05; Am. Ord. 12-01-03-01, § 1, passed 1-3-12) Penalty, see Section 52.99 (B)

Cross-reference: Not-sufficient-fund checks, see Section 52.10.

52.04 - Approval of meters—Breaking seal—Damage to equipment, wiring or meters.

- (A) The city requires that all water consumed for any purpose shall be measured through a gallonage meter. All meters shall be connected with standard brass couplings and sealed. Any person other than those authorized by the plumbing inspector or the superintendent of the waterworks who shall break or cause to be broken any such seal, shall be subject to a fine upon conviction of not less than \$25 nor more than \$750 for each offense. It shall be the duty of the owner and occupant of the premises to protect the meter or meters, wiring and any associated metering equipment from any damage from all causes. If such meter or meters, wiring and associated metering equipment is damaged or rendered inoperable for any reason, the cost of repair and replacement thereof shall be added to the property owner's next water bill.
- (B) The water and sewer rate for billing purposes shall include the following language:
"Water and Sewer Rate: While the meter or meters and wiring is out of service for any reason, the property owner's water and sewer bill will be calculated at the highest of all your readings."
- (C) (1) The users of the city's combined water and wastewater facilities may, at the user's sole expense and pursuant to the requirements of this ordinance, install a "firefly" type meter to measure the user's landscape water usage.
- (2) The use of the meter as a means to reduce the user's sewer charge is conditioned upon the following requirements:
- (a) The meter shall be purchased from the city to ensure compatibility with the city's monitoring equipment.
 - (b) The meter shall be permanently installed by a licensed plumber with proof thereof

submitted to the city.

- (c) The installed meter must be approved by the plumbing inspector or superintendent of waterworks.
- (d) The user shall allow city inspections of the water and sewer connections of the user no greater than once every four months upon 24 hours' notice.

(Ord. 1351, passed 12-19-00; Am. Ord. 1562, passed 7-15-03; Am. Ord. 10-07-20-02, § 1, 7-20-10)

Badger Meter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223

P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400



June 1, 2016

Subject: Wilmington IL, RMI 374288

This letter is in response to Wilmington IL and the Model 25 bronze meter and RTR that were returned for analysis due to fire damage.

We inspected the returned products and did not find any evidence of a faulty or defective component, assembly or design. Importantly, the heat/fire damage we observed could not have been caused by any component or combination of components in the products. We believe the damage is the result of an external source.

I hope this information is helpful. However, if any further information may be required, please feel free to contact me at jboyer@badgermeter.com

Sincerely,

BADGER METER

Jan Boyer

Jan Boyer
Marketing Manager

cc: D. Swift, Badger Meter, Manager, Technical Support
B. Crevcoure, Badger Meter, Product Specialist
J. Ballantine, Badger Meter, Account Manager
D. Luttrell, Midwest Meter, President



Alternative Service Concepts

Loyalty • Integrity • Flexibility • Expertise

June 30, 2016

Bert Nehls
119 So. Kankakee Street
Wilmington, IL 60481

RE: City of Wilmington/IMIC
D/A: 04/10/16
Clm#: P642-16-10197-01
Clmt: Bert Nehls

Dear Mr.Nehls:

This will serve to acknowledge and thank you for speaking with me concerning the above incident. Alternative Service Concepts is the third party administrator assigned to handle the above caption claim on behalf of our client, City of Wilmington/Illinois Municipal Insurance Cooperative.

We have completed the investigation in the above matter and can find no liability on the part of the City of Wilmington. The product was inspected and find no evidence of a faulty or defective component, assembly or design of the meter.

Therefore, on behalf of our client, the City of Wilmington we must respectfully deny the claim. We hope you can understand we can only pay for those claims which the insured is legally liable for.


Thank you.

Sincerely,

Kathleen D. Cammack
Senior Claim Adjuster

CC: City of Wilmington

P. 2111111 111 111 3 pages

BILL TO	JOB LOCATION (if different)	Date 4/27/2016	Invoice No. 5026010
Bert Niehls 119 S Kankakee St. Wilmington, IL 60481 815-560-1039	Bert Niehls 119 S Kankakee St. Wilmington, IL 60481 815-560-1039	 <p>Servpro of Kankakee County Servpro of Matteson-Homewood Servpro of Chicago Heights-Crete-Beecher 396 S. Michigan Ave Bradley, IL 60915 <i>Independently Owned and Operated</i></p>	

Date Of Service	Sales Rep	Source	P.O. NO.	Payment Terms	Services
4/13/2016	BN	Jeff Jump	Central IL Mutual	Net 30 Days	

Equipment Rental Ozone rental for deodorization Estimate emailed to Jeff Jump - Adjuster Invoice mailed to homeowner	Chicago Heights-Cret...	516.55
---	-------------------------	--------

The customer acknowledges that permanently discolored, faded and/or bleached areas on carpet, upholstery, drapery or other types of material sometimes make it impossible to restore the original color or condition. Spot Removal is not guaranteed. PLEASE SEE THE ADDITIONAL TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE.

TOTAL	\$516.55
--------------	-----------------

I have read the Terms and Conditions of Service on the reverse side hereof and agree to same.

TERMS OF PAYMENT: Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whichever is lesser, on accounts over 30 days past due.

(X) _____
Authorized Signature

Independently Owned and Operated by
Nichols Enterprises
Tax ID: 26-2135245

I hereby acknowledge the satisfactory completion of the above-described work.

(X) _____
Customer Signature No One Home

RECEIVED

JUL 13 '16



Servpro of Matteson - Homewood

Franchise #10085
21750 Main St. Unit 03
Matteson, IL 60443
(708)747-9925 Fax (708)747-9927
FEIN: 26-2135245

CITY OF WILMINGTON

NEIHLS_BERT

NEIHLS_BERT

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	5.00 HR	0.00	53.31	0.00	266.55
2. Deodorize building - Ozone treatment	2.00 DA	0.00	125.00	0.00	250.00
Total: NEIHLS_BERT				0.00	516.55
Line Item Totals: NEIHLS_BERT				0.00	516.55

RECEIVED

JUL 13 '16



Servpro of Matteson - Homewood

Franchise #10085
21750 Main St. Unit 03
Matteson, IL 60443
(708)747-9925 Fax (708)747-9927
FEIN: 26-2135245

CITY OF WILMINGTON

Summary for Dwelling

Line Item Total	516.55
Replacement Cost Value	\$516.55
Net Claim	\$516.55

Adam Goodman

RECEIVED
13 '16

PROOF OF LOSS TO THE CIMICO

REPRESENTATIONS OF THE INSURED

Agent # NORTHERN - 50

Date of Loss 4/11/16

Peril Involved FIRE
(FIRE, WINDSTORM, LIGHTNING, SMOKE, OVERTURN, ETC.)

Policy Number 27354-TS

Policy Type: FM HG MH DW RD Policy Section: PROP SPP

Insured WALTER & CHARLENE NIEHLS

Address 119 S. KANKAKEE ST.

City WILMINGTON State IL ZIP 60481

Claim Number 16-0162

Effective (mo/day/year) 12/13/15

Expires (mo/day/year) 12/13/16

Cause of Loss Water meter caught fire causing smoke

Interest of Insured OWNERS

Mortgagee or other parties with an interest in the damaged property _____

FOR OFFICE USE ONLY
 Partial Payment
 Final Payment IOL
 Cat Wind 100% SPP

Location of Insured Property

____ 1/4 Sec. ____ T ____ R ____ Twp.

Street _____ City _____

County _____ State _____

Other Insurance and Amounts

DESCRIBE AND ITEMIZE DAMAGE BY BUILDING OR ITEM	AMOUNT OF INSURANCE	AMOUNT CLAIMED
SELECT DWELLING 1901 FRAME	337,000	
REPLACEMENT COST OF SMOKE REMEDIATION/OZONE MACHINE (ServPro of Kankakee Co)		516.55
LESS POLICY DEDUCTIBLE		(500.00)
NET CLAIM		16.55
ITEM 41: FARM PERSONAL PROPERTY INVENTORY ON DATE OF LOSS \$	TOTAL	16.55

I, the undersigned, hereby state that foregoing statements and answers are true and that no material fact has been withheld including that the said loss did not originate by any act, design or procurement on the part of any insured or with the privity or consent of any insured, and there has been no violation of any of the provisions and conditions of said policy. The amount claimed on this proof of loss represents the applicable amount recoverable according to the Loss Settlement provisions of my policy unless modified by endorsement.

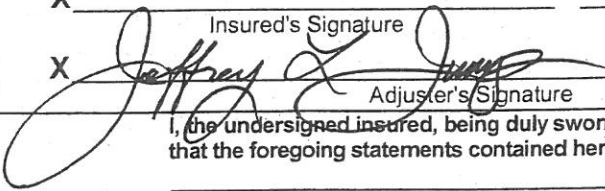
"A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information or helps to commit a fraud against an insurer commits a crime."

I will accept SIXTEEN AND 55/100 XXX (Dollars) in full satisfaction of all claims against the insurer, resulting from the occurrence described herein.

Dated (mo/day/year) 4/22/16

X _____ Insured's Signature _____ Social Security Number _____

Paid by Check No.: _____

X  Adjuster's Signature

I, the undersigned insured, being duly sworn under oath depose and say that the foregoing statements contained herein are true and correct.

STATE OF _____ COUNTY ss.

Subscribed and sworn to before me this _____ day of _____, Insured (month/year)

(SEAL)

NOTARY PUBLIC



City of Wilmington

1165 S. Water Street ■ Wilmington, Illinois 60481-1633 ■ Phone: 815-476-2175 ■ Fax: 815-476-2276
www.wilmington-il.com

April 18, 2016

Bert & Charlene Niehls
119 S. Kankakee Street
Wilmington, IL 60481
815-476-2222 home
815-560-1039 cell

RE: Fire/Smoke Damage Investigation
Occurred on April 10, 2016 2:00 am (estimate)

Dear Mr. Niehls:

This is a follow up to our conversation on April 14, 2016 at your home relating to the damage from a fire which occurred on April 10, 2016 around 2:00 am within the basement area near the water meter. The City does recognize this incident has caused concern with your wife and you about the possibility of the City water meter and transmitter may have a relationship to the damage that is why the City is moving forward with a claim and inspection.

The City will conduct an investigation of the incident as it relates to the water meter and transmitter which is owned by the City of Wilmington. In lieu of the City replacing the meter now, the City's insurance company representative G4S will conduct an inspection and will be contacting you directly to set up the date and time. After the inspection is completed the Water Department employees will replace the current water meter and transmitter. The City will hold the water meter and transmitter and if needed have an independent analysis of the equipment.

Sincerely,

Tony Graff
City Administrator

CC: Water Supt. Darin Fowler
Mayor Marty Orr

emailed 5-2-16

A		MM DD YYYY 04 11 2016	Station 1	Incident Number 16-0000491	Exposure 000	<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity	NFIRS -1 Basic
B Location*		<input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section B "Alternative Location Specification". Use only for Wildland fires.					
<input checked="" type="checkbox"/> Street address <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions		119 S KANKAKEE <small>Number/Milepost Prefix Street or Highway</small>		ST <small>Street Type Suffix</small>		WILMINGTON IL 60481 <small>Apt./Suite/Room City State Zip Code</small>	
C Incident Type *		E1 Date & Times			E2 Shift & Alarms		
111 Building fire		Check boxes if dates are the same as Alarm Date. Alarm * 04 11 2016 10:22:56 <small>Month Day Year Hr Min Sec</small> ALARM always required			Local Option G 01 <small>Shift or Alarms District Platoon</small>		
D Aid Given or Received*		<input checked="" type="checkbox"/> Arrival * 04 11 2016 10:22:56 <small>ARRIVAL required, unless canceled or did not arrive</small>			E3 Special Studies		
1 <input type="checkbox"/> Mutual aid received 2 <input type="checkbox"/> Automatic aid recvd. 3 <input type="checkbox"/> Mutual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given N <input checked="" type="checkbox"/> None		<input type="checkbox"/> Controlled <small>CONTROLLED Optional, Except for wildland fires</small> <input checked="" type="checkbox"/> Last Unit Cleared 04 11 2016 10:23:03 <small>LAST UNIT CLEARED, required except for wildland fires</small>			Local Option Special Study ID# Special Study Value		
F Actions Taken *		G1 Resources *		G2 Estimated Dollar Losses & Values			
87 Investigate fire out on		<input checked="" type="checkbox"/> Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression 0001 0008 EMS Other <input type="checkbox"/> Check box if resource counts include aid received resources.		LOSSES: Required for all fires if known. Optional for non fires. Property \$ 001,000 Contents \$ 001,000 PRE-INCIDENT VALUE: Optional Property \$ 000,000 Contents \$ 000,000			
Completed Modules		H1* Casualties		H3 Hazardous Materials Release		I Mixed Use Property	
<input checked="" type="checkbox"/> Fire-2 <input checked="" type="checkbox"/> Structure-3 <input type="checkbox"/> Civil Fire Cas.-4 <input type="checkbox"/> Fire Serv. Cas.-5 <input type="checkbox"/> EMS-6 <input type="checkbox"/> HazMat-7 <input type="checkbox"/> Wildland Fire-8 <input checked="" type="checkbox"/> Apparatus-9 <input checked="" type="checkbox"/> Personnel-10 <input type="checkbox"/> Arson-11		Deaths Injuries Fire Service Civilian H2 Detector Required for Confined Fires. 1 <input type="checkbox"/> Detector alerted occupants 2 <input type="checkbox"/> Detector did not alert them U <input type="checkbox"/> Unknown		N <input type="checkbox"/> None 1 <input type="checkbox"/> Natural Gas: slow leak, no evacuation or HazMat actions 2 <input type="checkbox"/> Propane gas: <21 lb. tank (as in home BBQ grill) 3 <input type="checkbox"/> Gasoline: vehicle fuel tank or portable container 4 <input type="checkbox"/> Kerosene: fuel burning equipment or portable storage 5 <input type="checkbox"/> Diesel fuel/fuel oil: vehicle fuel tank or portable 6 <input type="checkbox"/> Household solvents: home/office spill, cleanup only 7 <input type="checkbox"/> Motor oil: from engine or portable container 8 <input type="checkbox"/> Paint: from paint cans totaling < 55 gallons 0 <input type="checkbox"/> Other: Special HazMat actions required or spill > 55gal.. <small>Please complete the HazMat form</small>		NN <input type="checkbox"/> Not Mixed 10 <input type="checkbox"/> Assembly use 20 <input type="checkbox"/> Education use 33 <input type="checkbox"/> Medical use 40 <input type="checkbox"/> Residential use 51 <input type="checkbox"/> Row of stores 53 <input type="checkbox"/> Enclosed mall 58 <input type="checkbox"/> Bus. & Residential 59 <input type="checkbox"/> Office use 60 <input type="checkbox"/> Industrial use 63 <input type="checkbox"/> Military use 65 <input type="checkbox"/> Farm use 00 <input type="checkbox"/> Other mixed use	
J Property Use* Structures		341 <input type="checkbox"/> Clinic, clinic type infirmary 342 <input type="checkbox"/> Doctor/dentist office 361 <input type="checkbox"/> Prison or jail, not juvenile 419 <input type="checkbox"/> 1-or 2-family dwelling 429 <input type="checkbox"/> Multi-family dwelling 439 <input type="checkbox"/> Rooming/boarded house 449 <input type="checkbox"/> Commercial hotel or motel 459 <input type="checkbox"/> Residential, board and care 464 <input type="checkbox"/> Dormitory/barracks 519 <input type="checkbox"/> Food and beverage sales		539 <input type="checkbox"/> Household goods, sales, repairs 579 <input type="checkbox"/> Motor vehicle/boat sales/repair 571 <input type="checkbox"/> Gas or service station 599 <input type="checkbox"/> Business office 615 <input type="checkbox"/> Electric generating plant 629 <input type="checkbox"/> Laboratory/science lab 700 <input type="checkbox"/> Manufacturing plant 819 <input type="checkbox"/> Livestock/poultry storage (barn) 882 <input type="checkbox"/> Non-residential parking garage 891 <input type="checkbox"/> Warehouse		Outside 124 <input type="checkbox"/> Playground or park 655 <input type="checkbox"/> Crops or orchard 669 <input type="checkbox"/> Forest (timberland) 807 <input type="checkbox"/> Outdoor storage area 919 <input type="checkbox"/> Dump or sanitary landfill 931 <input type="checkbox"/> Open land or field	
		936 <input type="checkbox"/> Vacant lot 938 <input type="checkbox"/> Graded/care for plot of land 946 <input type="checkbox"/> Lake, river, stream 951 <input type="checkbox"/> Railroad right of way 960 <input type="checkbox"/> Other street 961 <input type="checkbox"/> Highway/divided highway 962 <input type="checkbox"/> Residential street/driveway		981 <input type="checkbox"/> Construction site 984 <input type="checkbox"/> Industrial plant yard		Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use 400 Residential, Other NFIRS-1 Revision 03/11/99	

K1 Person/Entity Involved

Local Option

Business name (if applicable)

Area Code

Phone Number

Check This Box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

State

Zip Code

More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary

K2 Owner

Same as person involved? Then check this box and skip the rest of this section.

Local Option

Business name (if Applicable)

Area Code

Phone Number

Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

State

Zip Code

L Remarks

Local Option

2601: SMALL FIRE IN BASEMENT LAST NIGHT

On 04/11/2016 at 10:22:56 dispatched To 119 S KANKAKEE ST /WILMINGTON, IL 60481. The location is a Residential, Other. The incident was determined to be a(n) Building fire.

10:22:56 arrived on scene.

The following involvements were noted:

Name/Business Name	Involvement Type

	Reporting Party

The following actions were performed on scene:

Investigate fire out on arrival

Units responding were:

Unit 2601 responded.

10:23:03 all units back in service.

Name: Walter Bert Niehls

Address: 119 S. Kankakee Street, Wilmington, IL 60481

Phone: 815-560-1039

L Authorization

101

Officer in charge ID

Zlomie, Tim

Signature

FC

Position or rank

Assignment

04

Month

11

Day

2016

Year

Check Box if same as Officer in charge.

 101

Member making report ID

Zlomie, Tim

Signature

FC

Position or rank

Assignment

04

Month

11

Day

2016

Year

WG403
FDID *

IL
State *

MM DD YYYY
4 11 2016
Incident Date *

1
Station

16-0000491
Incident Number *

000
Exposure *

Complete
Narrative

Narrative:

2601: SMALL FIRE IN BASEMENT LAST NIGHT

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10:22:56 arrived on scene.

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Name/Business Name Involvement Type

Reporting Party

The following actions were performed on scene:

Investigate fire out on arrival

Units responding were:

Unit 2601 responded.

10:23:03 all units back in service.

Name: Walter Bert Niehls

Address: 119 S. Kankakee Street, Wilmington, IL 60481

Phone: 815-560-1039

Race: White

Sex: Male

DOB: 5-17-1954 Age: 61

Driver's License Number: N420-9025-4141

Relationship to scene: Home Owner

Statement Taken By: Fire Chief Tim Zlomie

Location, date and time of statement: Approximately 8:45 am on April 11, 2016 @ 119 S. Kankakee St., Wilmington, IL 60481

On April 11, 2016 at approximately 08:45 am, Walter Bert Niehls came to the station to report that his City water meter caught on fire in his basement last night. Chief Tim Zlomie met Bert Niehls at his residence to investigate his incident. Chief Zlomie noted that there was no exterior damage to the residence prior to Bert taking him into the basement where the fire occurred. As we proceeded, Chief Zlomie noticed that there was no fire damage throughout the basement. All of the fire damage was contained to the Northwest corner of the basement, where the City water meter is located. There was fire damage to the East side of the City water meter as well as the coiled up wire that runs from the battery pack to the meter. There was also fire damage to the PVC water pipe that goes from the meter to the water softener. There was some type of material draped over the PVC pipe that was totally consumed. On the basement floor, below the water meter, there were light fixtures showing fire damage. The fixtures were not energized or in use. They were being stored on the floor.

Origin: Northwest corner of basement, near City water meter.

Cause: Undetermined

Statements and Photos: Attached and Filed

WG403
FDID *

IL
State *

MM DD YYYY
4 11 2016
Incident Date *

1
Station

16-0000491
Incident Number *

000
Exposure *

Complete
Narrative

Narrative:

End of Report