



City of Wilmington
Finance, Administration & Land Acquisition Committee
Tuesday, November 15, 2016 at 6:00 p.m.

Location & Time

Council Chamber
Wilmington City Hall
1165 S. Water Street
6:00 p.m. 11/15/16

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

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

Agenda

1. Call to Order
2. Review/Approve the minutes from the October 18, 2016 and November 1, 2016 meetings
3. Review Accounting Reports as Presented by City Accountant
4. Review Tentative 2016 Tax Levy
5. Review / Approve 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
6. Review / Approve Financing Options for WESCOM Members for STARCOM21 Radio Project
7. Review / Approve to Waive the Filing Deadline and Approve Abatement Certificates for United States Cold Storage
8. Review / Approve the Retirement Agreement among the City of Wilmington and Gary VanDuyne
9. Review / Approve the City Engineer Contractual Employment Agreement between the City of Wilmington and Colby Zemaitis
10. Review / Approve West Side Sub Area Study Proposal as submitted by Schoppe Design Associates, Inc.
11. Review / Approve the Intergovernmental Agreement Between the Chicago Metropolitan Agenda for Planning and the City of Wilmington for City of Wilmington Downtown Plan
12. Review / Approve Resolution No. 2016-12 ó A Resolution to Accept Planning Assistance Services Delivered by the Chicago Metropolitan Agency for Planning
13. Information on Budget for Part Time Police Record Clerk
14. Review Chicken Ordinance
15. Update on City Website by Annemarie, All Media Production
16. Adjournment

Posting Date:
11/11/2016 2:13 PM jjz

Committee: Finance, Administration and Land Acquisition

Date: Tuesday October 18, 2016

Time: 6:00 p.m.

Members

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

Non-Members

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

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

Approve of the September 20, 2016 and October 4, 2016 Meeting Minutes

Alderman Persic made a motion and Alderman L. Hall seconded to approve the September 20, 2016 with language correction, motion passed

Alderman Tutor made a motion to have the October 4, 2016 minutes reviewed and corrected at the next Council Meeting, 7 yes, 1 pass (Kirwin), and motion passed

Fiscal Year 2016 Audit as Presented by Mack & Associates

Erica Blumberg explained and gave a favorable review of the City of Wilmington's Annual Financial Report.

Review Accounting Reports as Presented by the City Accountant

Kim Doglio the City Accountant reviewed the Check Register and the Collector's Report and noted that there is nothing unusual. Kim also reviewed the General Ledger and successfully answered Alderman Studer's question in regards to the late fees.

Review/ Approve 2017 Meeting Dates and Times

Alderman Tutor made a motion to accept the 2017 Meeting Dates and Times schedule, motion passed

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

Mayor Orr wanted to thank some of the Aldermen who had questions on some of the line items in relationship to the dollar amounts. Mayor noted there have been changes made to the agreement and that it is now binding.

Administrator Graff went over the changes in the revised agreement, after additional discussion Alderman Kirwin made a motion and Alderman Persic seconded to send the MOU including all changes made today to City Council for final approval, motion passed.

Review / Approve An Ordinance Directing the Sales of the Former City of Wilmington Police Station at 120 N. Main Street Bearing Parcel Numbers 03-17-25-323-013-000 and Adjoining Lots to the West and South

City Attorney Urban noted that the word "South" has been removed, the South being most of the parking lot between the old Police Station and the old City Hall. Attorney Urban noted, that what is before the Committee are Lots 1, 2 & 3 and to include part of Lot 4, Alderman Studer asked if perhaps we should consider keeping the property for future use by the city, both City Administrator Graff and the City Engineer have considered this option but there would be a cost of bring the building up to code and pave the parking lot. Alderman Studer made a motion and Alderman Persic seconded to send the Proposal for the Sale of the former City of Wilmington Police Station at 120 N. Main Street to full council for approval, motion passed

Review/ Approve the intergovernmental Agreement for Grundy-WESCOM Partnership Radio Infrastructure Project

Alderman L. Hall made a motion to table until the next meeting, motion passed

Review/ Approve Quote Submitted by JR Castle Construction, Inc. for the Widow's Road Storm Water Replacement Project.

Administrator Graff noted this was a solicitation and not a formal bid, City Engineer Colby Zemaitis and Public Works Superintendent VanDuyne worked with 3 Companies for this project, there were 3 solicitations submitted, each company was shown the property and explained what was needed. The lowest numbers were from JR Castle and they are paying prevailing wages.

Alderman Kirwin made a motion and Alderman L. Hall seconded to send to full Council for final approval.

Review/ Approve Ratification of Ground Water Storage Tank Repairs

Administrator Graff explained after having the tanks inspected there were a few leaks and needed repair, the cost would be not to exceed \$19,000 so we now need to ratify the expenditure. Alderman Kirwin made a motion and Alderman K. Hall seconded to send to full council for final approval, motion passed

Contribution to the Chamber of Commerce for Downtown Christmas Lighting

Mayor Orr noted that the Chamber of Commerce and The Rotary Club are looking to replace the downtown Christmas lights and they are adding 60 . 36+LED Wreaths, the total cost for this would be about \$4,600. The Rotary Club and Chamber of Commerce both are contributing \$1,000 each, Mike Kripe asked if the City could help with the cost to purchase the LED Lights. Alderman VanDuyne made a motion and Alderman Tutor seconded to approve the Mayor's recommendation to use his contingency to contribute up to \$1,000 toward the Christmas lighting for the City, motion passed.

Review/ Approve Proposal /Contract Agreement for Water Storage Tank by Dixon Engineering

After much discussion Alderman Evans make a motion and Alderman K. Hall seconded to sent to full council for approval of the Dixon Engineering quote for Water Storage Tank Inspection at an amount not to exceed \$4,000 motion passed

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

Administrator Graff explained the Amendment and after some discussion Alderman Tutor made a motion and Alderman Persic second the approve the 14th Amendment to the Redevelopment Agreement, motion passed.

Alderman Tutor made a motion and Alderman K. Hall seconded to adjourn the October 18, 2016 Finance, Administration & Land Acquisition Meeting at 7:05 p.m. Motion passed.

Respectfully Submitted,

Judith Radosevich
City Clerk

City of Wilmington

Check Register Meeting Date: November 15, 2016



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
0	11/15/2016	Misc WPD ACH	332.12
0	11/15/2016	ICMA	725.00
0	11/15/2016	Payroll Sweep	99,984.37
18325	11/15/2016	Air Gas USA, LLC	47.61
18326	11/15/2016	Angelos True Value / Ben Angelos Liquors Inc	221.89
18327	11/15/2016	Annemarie Dell'Aquila	510.00
18328	11/15/2016	Area Tree N Turf	2,400.00
18329	11/15/2016	Brown's Building Maintenance, Inc.	2,352.00
18330	11/15/2016	Cintas Corporation	513.74
18331	11/15/2016	ClearVoice, Inc.	175.00
18332	11/15/2016	Clennon Electric Co Inc	70.00
18333	11/15/2016	Comcast	149.85
18334	11/15/2016	ComEd	112.19
18335	11/15/2016	Crescent Electric Supply Co.	8.75
18336	11/15/2016	D'Orazio Ford	100.00
18337	11/15/2016	Jeremy DeVivo	549.00
18338	11/15/2016	Kimberley Donald	400.00
18339	11/15/2016	DTW Inc	3,093.75
18340	11/15/2016	Evans Lawn & Garden Inc	70.68
18341	11/15/2016	First Tactical	52.49
18342	11/15/2016	Fisher Auto Parts Inc	478.85
18343	11/15/2016	Fort Dearborn Life Insurance	366.62
18344	11/15/2016	G & D Tire Alignment	96.00
18345	11/15/2016	G W Communications	65.50
18346	11/15/2016	H.L. & Associates, Inc.	2,525.00
18347	11/15/2016	DS Waters of America Hinckley Springs	60.30
18348	11/15/2016	IL-LEAP	40.00
18349	11/15/2016	Illinois Power Marketing	6,016.78
18350	11/15/2016	Illinois Public Risk Fund	17,091.00
18351	11/15/2016	Illinois State Police	74.50
18352	11/15/2016	Jcm Uniforms	2,772.87
18353	11/15/2016	Joliet Asphalt LLC	724.88
18354	11/15/2016	Kankakee Truck Equipment, Inc.	143.84
18355	11/15/2016	Konica Minolta	276.62
18356	11/15/2016	Konica Minolta	310.35
18357	11/15/2016	Raymond Larson	230.00
18358	11/15/2016	Lauterbach & Amen, LLP	2,400.00
18359	11/15/2016	Municipal Code Corporation	742.50

18360	11/15/2016	Petty Cash Fund	199.14
18361	11/15/2016	Prairie Material Sales Inc	1,499.50
18362	11/15/2016	Richard Quigley	76.00
18363	11/15/2016	Yatin M Shah MD SC	120.00
18364	11/15/2016	Standard Equipment Co	107.72
18365	11/15/2016	Staples Advantage	189.95
18366	11/15/2016	Attn: Financial Services State Treasurer - Idot	1,462.50
18367	11/15/2016	Allegra Coal City, TGRV, LLC	1,188.06
18368	11/15/2016	TransUnionsRisk&Alternative Data Solutions, Inc.	25.00
18369	11/15/2016	Travel Centers of America, LLC	469.85
18370	11/15/2016	John Urban	1,794.50
18371	11/15/2016	WESCOM	14,703.16
18372	11/15/2016	Will County Animal Control	200.00
18373	11/15/2016	Will County Recorder	38.75
18374	11/15/2016	Wilmington Rotary Club	500.00
TOTAL:			<u>168,858.18</u>

Fund 2 Water Operating M & R Fund

0	11/15/2016	Payroll Sweep	16,560.69
9495	11/15/2016	Accela, Inc. #774375	356.00
9497	11/15/2016	Fort Dearborn Life Insurance	67.71
9498	11/15/2016	HD Supply Waterworks, LTD	425.34
9500	11/15/2016	Illinois Public Risk Fund	3,000.00
9501	11/15/2016	Joliet Technologies, LLC	420.00
9502	11/15/2016	Konica Minolta	109.00
9505	11/15/2016	PDC Labs Inc	561.75
9506	11/15/2016	Petty Cash Fund	33.80
9507	11/15/2016	Riverside WorkForce Health	72.00
9509	11/15/2016	Viking Chemical Company	820.75
9510	11/15/2016	Waste Management Of Il SW	36,952.69
9511	11/15/2016	Water Products Company	224.75
TOTAL:			<u>59,604.48</u>

Fund 3 Sewer Capital Project Fund

0	11/15/2016	Payroll Sweep	453.20
TOTAL:			<u>453.20</u>

Fund 4 Sewer Operating M & R Fund

0	11/15/2016	Payroll Sweep	12,201.22
9495	11/15/2016	Accela, Inc. #774375	356.00
9496	11/15/2016	Arro Laboratories Inc	25.00
9497	11/15/2016	Fort Dearborn Life Insurance	70.89
9499	11/15/2016	Illinois Enviromental Protection Agency	451,056.86
9500	11/15/2016	Illinois Public Risk Fund	2,000.00
9502	11/15/2016	Konica Minolta	109.00
9503	11/15/2016	LAI, LTD	1,060.93
9504	11/15/2016	Nestle Water North America	40.58

9507	11/15/2016	Riverside WorkForce Health	72.00
9508	11/15/2016	USA Blue Book	107.67
TOTAL:			<u>467,100.15</u>

Fund	7	ESDA Fund	
18342	11/15/2016	Fisher Auto Parts Inc	6.26
18371	11/15/2016	WESCOM	36.36
TOTAL:			<u>42.62</u>

Fund	12	Debt Service Fund	
3102	11/15/2016	Attn: Corporate Trust Amalgamated Bank Of Chicago	475.00
3103	11/15/2016	Grundy Bank	149,692.14
TOTAL:			<u>150,167.14</u>

Fund	17	Water Capital Project Fund	
0	11/15/2016	Payroll Sweep	1,359.60
TOTAL:			<u>1,359.60</u>

Fund	24	Capital Project Fund	
2010	11/15/2016	ESI Consultants Ltd	16,225.00
2011	11/15/2016	Robert E Hamilton Cons Eng	906.68
2012	11/15/2016	ESI Consultants Ltd	4,607.23
2013	11/15/2016	ESI Consultants Ltd	57,717.03
TOTAL:			<u>79,455.94</u>

Fund	25	RidgePort TIF#2 Fund	
1105	11/15/2016	G W Communications	822.70
TOTAL:			<u>822.70</u>

GRAND TOTAL EXPENDITURES ALL FUNDS: 927,864.01

Larry Hall

Kirby Hall

Steve Evans

John Persic, Jr.

Kevin Kirwin

Frank Studer

Joe VanDuyne

Fran Tutor

Approved: Nov. 15, 2016

City of Wilmington
Collector's Report of Deposits Other Than Taxes
For the Month Ended October 31, 2016

GENERAL CORPORATE

BUSINESS REGISTRATION FEE	
ECONOMIC DEVELOPMENT FEE	
CONTRACTOR'S REGISTRATION FEE	583.13
OPERATING LICENSES - MISC	900.00
LIQUOR LICENSES	810.00
OTHER MISC. REIMBURSEMENTS	4,125.00
HEALTH INSURANCE REIMBURSEMENTS	1,330.26
OTHER MISC. INCOME	6,097.58
DEVELOPERS REIMBURSEMENTS	3,042.76
	22,047.75

BUILDING

BUILDING PERMIT FEES	8,100.00
BUILDING PERMIT INSPECTION FEES	5,150.00
CITY ENGINEER SERVICES BLDG DEPT	
CITY ENGINEER SERVICES P & Z	
PLANNING & ZONING FEE	250.00

POLICE

CLERK OF CIRCUIT COURT FINES	4,488.81
ORDINANCE/MISC FINES	6,070.00
IMPOUNDMENT FINES	250.00

GENERAL CORPORATE TOTAL 63,245.29

WATER & SEWER

WATER DIST SYSTEM TAP-ON FEES	
WATER SYSTEM CAPACITY USER FEES	
WATER METER PURCHASES	1,455.00
SEWER SYSTEM CAPACITY USER FEES	
SEWER COLLECTION SYSTEM FEES	
LATE FEES/PENALTIES	6,843.46
CITY ENGINEER SERVICES	
OTHER MISC. INCOME	2,456.24
OTHER REIMBURSEMENTS - W&S	1,546.76
UTILITY BILLING CASH RECEIPTS	295,676.46

WATER & SEWER TOTAL 307,977.92

TOTAL MONTHLY RECEIPTS: \$371,223.21

General Ledger
Revenue vs. Expenses Summary

<u>Fund</u>	<u>Description</u>	<u>YTD Balance Before Period</u>	<u>Revenues for Period</u>	<u>Expenses for Period</u>	<u>Year to Date Amount</u>
01	General Corporate Fund	437,018.56	231,492.63	378,324.35	290,186.84
02	Water Operating M & R Fund	93,079.47	130,361.77	123,438.55	100,002.69
03	Sewer Capital Project Fund	1,708.58	4,394.70	41,296.40	(35,193.12)
04	Sewer Operating M & R Fund	124,438.48	148,479.05	54,523.14	218,394.39
05	DFC Federal Grant Fund	(0.00)	3,589.87	3,589.87	(0.00)
06	Motor Fuel Tax Fund	63,065.49	11,028.77	0.00	74,094.26
07	ESDA Fund	1,755.46	77.88	738.80	1,094.54
12	Debt Service Fund	158,127.24	4,585.15	0.00	162,712.39
17	Water Capital Project Fund	37,676.32	14,447.58	29,324.75	22,799.15
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	1,491.00	360.00	0.00	1,851.00
24	Capital Project Fund	(223,152.83)	2,228,084.06	11,850.00	1,993,081.23
25	RidgePort TIF#2 Fund	959,540.04	309.09	3,020.00	956,829.13
	Report Totals:	1,654,747.81	2,777,210.55	646,105.86	3,785,852.50

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
01	General Corporate Fund					
	Property Tax Revenue	1,140,154.00	15,636.39	1,090,731.71	49,422.29	4.33
	Taxes-State Per Capita Revenue	719,514.00	9,834.86	356,672.37	362,841.63	50.42
	Tax Revenue - Other	1,163,000.00	98,848.00	555,585.64	607,414.36	52.22
	Utility Taxes	674,000.00	44,318.09	251,446.11	422,553.89	62.69
	License Fees	61,300.00	6,438.13	20,379.85	40,920.15	66.75
	Building Fees	786,720.00	13,500.00	359,168.33	427,551.67	54.34
	Franchise Fee	75,000.00	0.00	0.00	75,000.00	100.00
	Fines and Court Fees	131,000.00	10,448.81	74,853.13	56,146.87	42.86
	Rental Income	1,000.00	(50.00)	175.00	825.00	82.50
	Interest Income	600.00	201.62	915.12	(315.12)	(52.52)
	Grants - Misc.	9,000.00	0.00	0.00	9,000.00	100.00
	Developer Reimbursements	412,500.00	22,047.75	111,861.51	300,638.49	72.88
	Other Reimbursements	50,000.00	1,330.26	25,451.75	24,548.25	49.09
	Employee Ins Reimb.	70,000.00	6,097.58	34,229.49	35,770.51	51.10
	Other Misc. Income	25,000.00	2,841.14	12,660.98	12,339.02	49.35
	Transfers From Other Funds	75,000.00	0.00	14,313.25	60,686.75	80.91
	REVENUE Totals:	5,393,788.00	231,492.63	2,908,444.24	2,485,343.76	46.07
	Salary Expense	2,080,200.00	145,128.65	965,586.88	1,114,613.12	53.58
	Police Commission Exp	17,500.00	1,195.00	3,497.85	14,002.15	80.01
	Employee Health & Life Insuran	340,000.00	27,702.80	131,946.82	208,053.18	61.19
	Retired Empl Health Ins/Dental	125,000.00	9,849.98	51,109.94	73,890.06	59.11
	Oper Supplies and Tools	36,500.00	1,204.80	14,046.68	22,453.32	61.51
	Gasoline, Oil & Tolls	82,000.00	4,336.91	26,901.76	55,098.24	67.19
	Office Supplies	20,850.00	1,255.58	6,182.65	14,667.35	70.34
	Training Expenses & Mileage	25,000.00	2,888.09	13,190.70	11,809.30	47.23
	Property, Equip & Liabilty Ins	328,000.00	17,091.00	107,546.00	220,454.00	67.21
	Engineering Services	61,000.00	0.00	7,957.55	53,042.45	86.95
	Legal Services	103,000.00	8,466.48	29,640.48	73,359.52	71.22
	Notices/Legal Publications	4,000.00	152.40	1,138.70	2,861.30	71.53
	Consulting /Service Fees	465,700.00	27,960.22	225,197.91	240,502.09	51.64
	Other Professional Services	281,500.00	15,333.81	171,433.89	110,066.11	39.10
	Computer Maint. & Prog. Fees	49,000.00	4,745.25	28,330.88	20,669.12	42.18
	Dues, Subscrip. & Memberships	12,400.00	150.00	2,888.04	9,511.96	76.70
	Community Dev Expense	42,000.00	713.81	8,789.88	33,210.12	79.07
	Maintenance - Equipment	40,800.00	5,350.26	18,528.60	22,271.40	54.58
	Maintenance - Grounds/Building	175,000.00	19,766.69	107,273.40	67,726.60	38.70
	Vehicle Expenses	51,700.00	7,445.95	19,362.25	32,337.75	62.54
	Uniforms	29,000.00	7,278.86	17,249.77	11,750.23	40.51
	Rental of Equipment	10,400.00	0.00	690.00	9,710.00	93.36
	Utilities / Telephone Services	132,800.00	7,264.43	53,948.60	78,851.40	59.37
	Misc	175,500.00	0.00	1,919.51	173,580.49	98.90
	Expensed Equipment	13,000.00	208.00	4,190.34	8,809.66	67.76
	Leased Equipment	105,100.00	39,867.93	92,855.24	12,244.76	11.65

General Ledger
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Capital Equipment Purchases	8,000.00	0.00	1,385.05	6,614.95	82.68
	Transfers to Other Funds	105,000.00	0.00	15,000.00	90,000.00	85.71
	Payroll Tax/Pension Expenses	662,000.00	22,967.45	490,468.03	171,531.97	25.91
	EXPENSES Totals:	5,581,950.00	378,324.35	2,618,257.40	2,963,692.60	53.09
	01 Totals:	(188,162.00)*	(146,831.72)*	290,186.84*	(478,348.84)*	254.22*
02	Water Operating M & R Fund					
	Garbage Collection Fees	478,000.00	35,879.27	214,701.25	263,298.75	55.08
	Utility Usage Fees	905,000.00	77,303.19	472,375.57	432,624.43	47.80
	Utility Base/DS Fees	168,000.00	13,867.13	83,024.14	84,975.86	50.58
	Meter Fees	30,000.00	1,455.00	10,567.69	19,432.31	64.77
	Utility Capacity Fees	38,700.00	0.00	18,875.00	19,825.00	51.35
	Interest Income	50.00	19.72	113.41	(63.41)	(126.82)
	Other Reimbursements	10,700.00	887.46	5,395.13	5,304.87	49.57
	Other Misc. Income	8,000.00	950.00	2,925.00	5,075.00	63.43
	Transfers From Other Funds	85,000.00	0.00	0.00	85,000.00	100.00
	REVENUE Totals:	1,723,450.00	130,361.77	807,927.19	915,522.81	53.12
	Salary Expense	397,000.00	29,195.34	190,145.15	206,854.85	52.10
	Employee Health & Life Insuran	91,000.00	6,973.52	34,855.24	56,144.76	61.69
	Oper Supplies and Tools	13,000.00	287.53	2,035.87	10,964.13	84.33
	Gasoline, Oil & Tolls	20,000.00	326.26	3,746.33	16,253.67	81.26
	Office Supplies	13,000.00	1,577.76	5,777.30	7,222.70	55.55
	Training Expenses & Mileage	5,200.00	176.67	1,968.73	3,231.27	62.14
	Property, Equip & Liabilty Ins	113,000.00	3,000.00	15,000.00	98,000.00	86.72
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	700.00	149.40	541.20	158.80	22.68
	Consulting /Service Fees	6,000.00	376.20	2,771.62	3,228.38	53.80
	Other Professional Services	18,500.00	222.75	4,919.25	13,580.75	73.40
	Computer Maint. & Prog. Fees	13,000.00	2,978.75	9,132.29	3,867.71	29.75
	Dues, Subscrp. & Memberships	1,300.00	0.00	524.60	775.40	59.64
	Maintenance - Equipment	55,750.00	1,685.97	14,450.36	41,299.64	74.08
	Maintenance - Grounds/Building	50,000.00	10,333.70	38,380.23	11,619.77	23.24
	Vehicle Expenses	1,000.00	0.00	281.49	718.51	71.85
	Uniforms	2,500.00	0.00	930.78	1,569.22	62.76
	Rental of Equipment	9,000.00	0.00	0.00	9,000.00	100.00
	Utilities / Telephone Services	71,500.00	10,959.13	27,605.80	43,894.20	61.39
	Debt Service Bond Pymts	70,700.00	0.00	29,108.95	41,591.05	58.82
	Misc	22,500.00	0.00	0.00	22,500.00	100.00
	Expensed Equipment	500.00	0.00	0.00	500.00	100.00
	Leased Equipment	29,000.00	109.00	6,760.56	22,239.44	76.68
	Capital Equipment Purchases	10,000.00	0.00	0.00	10,000.00	100.00
	Transfers to Other Funds	50,000.00	3,471.13	20,674.40	29,325.60	58.65

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Chemical Treatment, Disposal	129,000.00	9,163.82	40,464.51	88,535.49	68.63
	Garbage Disposal Fee	478,000.00	36,918.37	221,776.35	256,223.65	53.60
	Payroll Tax/Pension Expenses	82,200.00	5,533.25	36,073.49	46,126.51	56.11
	EXPENSES Totals:	1,755,350.00	123,438.55	707,924.50	1,047,425.50	59.67
	02 Totals:	(31,900.00)*	6,923.22*	100,002.69*	(131,902.69)*	413.48*
03	Sewer Capital Project Fund					
	Utility Usage Fees	38,000.00	3,561.84	20,403.30	17,596.70	46.30
	Utility Exp, Fees (TAP)	6,000.00	0.00	6,000.00	0.00	0.00
	Utility Eng. Fee for Service	1,000.00	0.00	190.00	810.00	81.00
	Rental Income	6,600.00	550.00	3,300.00	3,300.00	50.00
	Interest Income	500.00	282.86	1,591.45	(1,091.45)	(218.29)
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	REVENUE Totals:	102,100.00	4,394.70	31,484.75	70,615.25	69.16
	Salary Expense	12,500.00	906.40	5,812.40	6,687.60	53.50
	Engineering Services	175,000.00	40,390.00	56,590.00	118,410.00	67.66
	Misc	20,000.00	0.00	0.00	20,000.00	100.00
	Capital Equipment Purchases	30,500.00	0.00	4,275.47	26,224.53	85.98
	Construction Projects	15,000.00	0.00	0.00	15,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	253,000.00	41,296.40	66,677.87	186,322.13	73.64
	03 Totals:	(150,900.00)*	(36,901.70)*	(35,193.12)*	(115,706.88)*	76.67*
04	Sewer Operating M & R Fund					
	Utility Usage Fees	820,000.00	69,104.42	435,261.32	384,738.68	46.91
	Utility Base/DS Fees	960,000.00	78,715.33	474,542.01	485,457.99	50.56
	Utility Capacity Fees	160,000.00	0.00	83,530.00	76,470.00	47.79
	Interest Income	50.00	0.00	0.00	50.00	100.00
	Other Reimbursements	10,000.00	659.30	12,326.03	(2,326.03)	(23.26)
	Other Misc. Income	2,000.00	0.00	1,877.02	122.98	6.14
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	1,952,050.00	148,479.05	1,007,536.38	944,513.62	48.38
	Salary Expense	310,000.00	21,237.34	134,038.59	175,961.41	56.76
	Employee Health & Life Insuran	82,000.00	5,396.35	25,548.10	56,451.90	68.84
	Oper Supplies and Tools	15,000.00	1,439.43	5,755.75	9,244.25	61.62
	Gasoline, Oil & Tolls	8,000.00	256.36	1,112.71	6,887.29	86.09
	Office Supplies	14,500.00	1,337.73	6,281.95	8,218.05	56.67
	Training Expenses & Mileage	7,500.00	74.00	2,203.00	5,297.00	70.62

General Ledger
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	Property, Equip & Liabilty Ins	88,000.00	2,000.00	10,000.00	78,000.00	88.63
	Engineering Services	5,000.00	0.00	0.00	5,000.00	100.00
	Legal Services	2,000.00	0.00	0.00	2,000.00	100.00
	Notices/Legal Publications	1,000.00	0.00	441.00	559.00	55.90
	Consulting /Service Fees	7,000.00	376.22	2,739.59	4,260.41	60.86
	Other Professional Services	20,000.00	0.00	15,000.00	5,000.00	25.00
	Computer Maint. & Prog. Fees	17,000.00	1,431.25	6,886.68	10,113.32	59.49
	Dues, Subscrp. & Memberships	1,100.00	0.00	0.00	1,100.00	100.00
	Maintenance - Equipment	88,000.00	2,247.29	30,680.83	57,319.17	65.13
	Maintenance - Grounds/Building	52,000.00	1,448.30	8,993.47	43,006.53	82.70
	Vehicle Expenses	2,500.00	366.17	387.03	2,112.97	84.51
	Uniforms	3,000.00	458.43	587.37	2,412.63	80.42
	Rental of Equipment	3,000.00	0.00	0.00	3,000.00	100.00
	Utilities / Telephone Services	112,000.00	7,184.67	40,020.19	71,979.81	64.26
	Debt Service Bond Pymts	902,300.00	0.00	451,056.86	451,243.14	50.01
	Misc	12,500.00	0.00	0.00	12,500.00	100.00
	Expensed Equipment	500.00	0.00	0.00	500.00	100.00
	Leased Equipment	4,000.00	109.00	1,278.58	2,721.42	68.03
	Capital Equipment Purchases	5,000.00	114.00	114.00	4,886.00	97.72
	Transfers to Other Funds	50,000.00	0.00	0.00	50,000.00	100.00
	Chemical Treatment, Disposal	70,500.00	5,137.97	24,879.17	45,620.83	64.71
	Payroll Tax/Pension Expenses	62,000.00	3,908.63	21,137.12	40,862.88	65.90
	EXPENSES Totals:	1,945,400.00	54,523.14	789,141.99	1,156,258.01	59.43
	04 Totals:	6,650.00*	93,955.91*	218,394.39*	(211,744.39)*	(3,184.12)*
05	DFC Federal Grant Fund					
	Grants - Federal	185,000.00	3,589.87	84,026.51	100,973.49	54.58
	REVENUE Totals:	185,000.00	3,589.87	84,026.51	100,973.49	54.58
	Misc	185,000.00	3,589.87	84,026.51	100,973.49	54.58
	EXPENSES Totals:	185,000.00	3,589.87	84,026.51	100,973.49	54.58
	05 Totals:	0.00*	0.00*	(0.00)*	0.00*	0.00*
06	Motor Fuel Tax Fund					
	Taxes-State Per Capita Revenue	148,250.00	10,977.90	75,780.36	72,469.64	48.88
	Interest Income	200.00	50.87	213.45	(13.45)	(6.72)
	Other Misc. Income	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	153,450.00	11,028.77	75,993.81	77,456.19	50.47
	Misc	1,000.00	0.00	0.00	1,000.00	100.00
	Road Construction Projects	5,000.00	0.00	1,899.55	3,100.45	62.00
	Road Repair Materials	16,000.00	0.00	0.00	16,000.00	100.00

General Ledger
Revenue vs. Expenditure By Fund

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	EXPENSES Totals:	22,000.00	0.00	1,899.55	20,100.45	91.36
	06 Totals:	131,450.00*	11,028.77*	74,094.26*	57,355.74*	43.63*
07	ESDA Fund					
	Property Tax Revenue	1,414.00	20.14	1,394.84	19.16	1.35
	Interest Income	30.00	0.00	0.00	30.00	100.00
	Grants - State- Other	16,600.00	0.00	9,390.00	7,210.00	43.43
	Special Use Revenue	0.00	0.00	820.00	(820.00)	0.00
	Other Reimbursements	1,000.00	57.74	398.20	601.80	60.18
	Other Misc. Income	500.00	0.00	0.00	500.00	100.00
	Transfers From Other Funds	30,000.00	0.00	15,000.00	15,000.00	50.00
	REVENUE Totals:	49,544.00	77.88	27,003.04	22,540.96	45.49
	Salary Expense	9,000.00	0.00	3,775.00	5,225.00	58.05
	Oper Supplies and Tools	10,200.00	280.05	1,376.52	8,823.48	86.50
	Gasoline, Oil & Tolls	4,000.00	287.20	1,498.84	2,501.16	62.52
	Office Supplies	1,300.00	0.00	144.11	1,155.89	88.91
	Training Expenses & Mileage	5,500.00	0.00	870.00	4,630.00	84.18
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	6,000.00	36.36	174.36	5,825.64	97.09
	Dues, Subscrp. & Memberships	1,100.00	0.00	83.95	1,016.05	92.36
	Maintenance - Equipment	5,500.00	0.00	4,875.88	624.12	11.34
	Vehicle Expenses	5,000.00	135.19	1,139.65	3,860.35	77.20
	Utilities / Telephone Services	4,500.00	0.00	2,035.95	2,464.05	54.75
	Misc	3,500.00	0.00	0.00	3,500.00	100.00
	Expensed Equipment	1,500.00	0.00	184.24	1,315.76	87.71
	Capital Equipment Purchases	7,500.00	0.00	9,750.00	(2,250.00)	(30.00)
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	64,800.00	738.80	25,908.50	38,891.50	60.01
	07 Totals:	(15,256.00)*	(660.92)*	1,094.54*	(16,350.54)*	107.17*
12	Debt Service Fund					
	Property Tax Revenue	145,700.00	2,033.41	140,829.51	4,870.49	3.34
	Deer Ridge SSA Repayments	32,000.00	2,459.39	27,813.87	4,186.13	13.08
	Revenue from Bonds/Loans	140,000.00	0.00	0.00	140,000.00	100.00
	Interest Income	100.00	92.35	350.26	(250.26)	(250.26)
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	5,000.00	0.00	0.00	5,000.00	100.00
	REVENUE Totals:	322,800.00	4,585.15	168,993.64	153,806.36	47.64
	Consulting /Service Fees	7,500.00	0.00	0.00	7,500.00	100.00
	Debt Service Bond Pymts	305,225.00	0.00	6,281.25	298,943.75	97.94

General Ledger
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Misc	3,000.00	0.00	0.00	3,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	315,725.00	0.00	6,281.25	309,443.75	98.01
	12 Totals:	7,075.00*	4,585.15*	162,712.39*	(155,637.39)*	(2,199.82)*
17	Water Capital Project Fund					
	Utility Usage Fees	32,000.00	4,061.04	18,275.99	13,724.01	42.88
	Meter Replacement Fees	74,500.00	6,261.75	37,423.00	37,077.00	49.76
	Utility Exp, Fees (TAP)	2,000.00	0.00	2,000.00	0.00	0.00
	Utility Eng. Fee for Service	1,000.00	0.00	380.00	620.00	62.00
	Revenue from Bonds/Loans	160,000.00	0.00	172,736.10	(12,736.10)	(7.96)
	Rental Income	6,600.00	550.00	3,300.00	3,300.00	50.00
	Interest Income	300.00	103.66	500.65	(200.65)	(66.88)
	Other Reimbursements	0.00	0.00	17,200.00	(17,200.00)	0.00
	Other Misc. Income	400,000.00	0.00	0.00	400,000.00	100.00
	Transfers From Other Funds	50,000.00	3,471.13	20,674.40	29,325.60	58.65
	REVENUE Totals:	726,400.00	14,447.58	272,490.14	453,909.86	62.48
	Salary Expense	36,200.00	2,719.20	17,437.20	18,762.80	51.83
	Employee Health & Life Insuran	0.00	0.00	0.00	0.00	0.00
	Engineering Services	100,000.00	0.00	0.00	100,000.00	100.00
	Legal Services	10,000.00	0.00	0.00	10,000.00	100.00
	Other Professional Services	6,000.00	0.00	5,007.00	993.00	16.55
	Maintenance - Equipment	82,100.00	20,931.55	45,254.77	36,845.23	44.87
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Other Capital Projects	190,000.00	5,674.00	178,128.51	11,871.49	6.24
	Capital Equipment Purchases	40,000.00	0.00	3,863.51	36,136.49	90.34
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	484,300.00	29,324.75	249,690.99	234,609.01	48.44
	17 Totals:	242,100.00*	(14,877.17)*	22,799.15*	219,300.85*	90.58*
20	Building Deposit Holding Acct					
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Other Misc. Income	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	15,000.00	0.00	0.00	15,000.00	100.00
	Misc	1,000.00	0.00	0.00	1,000.00	100.00
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	31,000.00	0.00	0.00	31,000.00	100.00

General Ledger
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	20 Totals:	(31,000.00)*	0.00*	0.00*	(31,000.00)*	100.00*
21	Mobile Equipment Fund					
	Fines and Court Fees	5,000.00	360.00	1,851.00	3,149.00	62.98
	Interest Income	0.00	0.00	0.00	0.00	0.00
	Developer Reimbursements	0.00	0.00	0.00	0.00	0.00
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	5,000.00	360.00	1,851.00	3,149.00	62.98
	MEF FUND Purchases	40,000.00	0.00	0.00	40,000.00	100.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	40,000.00	0.00	0.00	40,000.00	100.00
	21 Totals:	(35,000.00)*	360.00*	1,851.00*	(36,851.00)*	105.28*
24	Capital Project Fund					
	Revenue from Bonds/Loans	0.00	0.00	0.00	0.00	0.00
	Interest Income	500.00	135.83	273.68	226.32	45.26
	Grants- State IDOT/EDP	5,733,655.00	2,227,948.23	2,227,948.23	3,505,706.77	61.14
	Grants - State- Other	251,000.00	0.00	0.00	251,000.00	100.00
	Grants - Misc.	78,000.00	0.00	0.00	78,000.00	100.00
	Developer Reimbursements	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	325,000.00	0.00	0.00	325,000.00	100.00
	Other Misc. Income	301,000.00	0.00	10,000.00	291,000.00	96.67
	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	6,689,155.00	2,228,084.06	2,238,221.91	4,450,933.09	66.54
	Consulting /Service Fees	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	515,000.00	5,000.00	232,558.18	282,441.82	54.84
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	350,000.00	6,850.00	12,582.50	337,417.50	96.40
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	5,976,655.00	0.00	0.00	5,976,655.00	100.00
	Bridge Cap Projects	80,000.00	0.00	0.00	80,000.00	100.00
	EXPENSES Totals:	6,931,655.00	11,850.00	245,140.68	6,686,514.32	96.46
	24 Totals:	(242,500.00)*	2,216,234.06*	1,993,081.23*	(2,235,581.23)*	921.88*
25	RidgePort TIF#2 Fund					
	Property Tax Revenue	1,021,900.00	0.00	990,956.21	30,943.79	3.02
	Interest Income	100.00	309.09	791.23	(691.23)	(691.23)
	REVENUE Totals:	1,022,000.00	309.09	991,747.44	30,252.56	2.96

General Ledger
 Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Other Professional Services	25,000.00	3,020.00	20,605.06	4,394.94	17.58
	Community Dev Expense	922,000.00	0.00	0.00	922,000.00	100.00
	Transfers to Other Funds	75,000.00	0.00	14,313.25	60,686.75	80.91
	EXPENSES Totals:	1,022,000.00	3,020.00	34,918.31	987,081.69	96.58
25 Totals:		0.00*	(2,710.91)*	956,829.13*	(956,829.13)*	0.00*
	REVENUE TOTAL	18,324,737.00**	2,777,210.55**	8,615,720.05**		
	EXPENSE TOTAL	18,632,180.00**	646,105.86**	4,829,867.55**		
	GRAND TOTAL	(307,443.00)**	2,131,104.69**	3,785,852.50**		

City of Wilmington
Tentative Tax Levy
To Be Placed on File November 1, 2016

The City of Wilmington is proposing a 2016 Tax Levy increase rate of 1.65% over last year's extension.

The Corporate and special property taxes extended or abated for 2015 were \$1,074,712. The proposed corporate and special property taxes to be levied for 2016 are \$1,097,000. This represents a 2% increase over the previous year.

The distribution of those taxes are as follows:	2016 LEVY REQUEST	2015 LEVY EXTENDED
001 00 Corporate	180,000	176,647
046 00 Civil Defense	2,000	1,459
047 00 Social Security	100,000	99,812
014 00 Police Protection	200,000	199,624
005 00 IMRF	40,000	39,998
027 00 AUDIT	22,000	27,962
035 00 Tort/Liability Ins	50,000	49,967
062 00 Workers Comp	80,000	79,996
015 00 Police Pension	423,000	399,248
	<u>1,097,000</u>	<u>1,074,712</u>

The property taxes extended for debt service and public building commission leases for 2015 were \$149,900. The *estimated* property taxes to be levied for debt service and public building leases for 2016 are \$147,900. This represents 1.4% decrease over the previous year.

The total property taxes extended or abated for 2015 were \$1,224,612. The estimated total property taxes to be levied for 2016 are \$1,244,900. This represents a 1.65% increase over the previous year.

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

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

The above space for Recorder's use only.

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

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

THE CITY OF WILMINGTON

AND

ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC

I-55 AND LORENZO ROAD

This Fifteenth Amendment to Redevelopment Agreement (this **ōFifteenth Amendmentō**) is made and entered into as of this ____ day of _____, 2016 by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois (the **ōCityō**), and **ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited liability company (**ōPark Ownerō**).

RECITALS:

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

Document Number R2016_____ and (m) that certain Fourteenth Amendment to Redevelopment Agreement dated [October __, 2016] (the "Fourteenth Amendment"), which amendment was recorded with the Recorder on _____, 2016 as Document Number R2016_____. The Initial Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment and this Fifteenth Amendment and as may be further amended from time to time, is hereinafter referred to as the "Agreement";

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

WHEREAS, the Park Owner has been actively pursuing new leasing opportunities with credit tenants in an effort to promote and achieve the goals of the Redevelopment Plan;

WHEREAS, in furtherance of achieving the goals of the Redevelopment Plan, each of the City and Park Owner desire to revise the limitation on reimbursement of TIF Eligible Expenses from Available Incremental Property Taxes (the "TIF Limitation"), as more particularly described in this Fifteenth Amendment;

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

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

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

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

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

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

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

3. **Property/Project Area.** This Fifteenth Amendment relates to the Property/Project Area, as legally described on Exhibit A attached hereto.

4. **Limitation on Reimbursement.** Section 4.01 of the Agreement and other sections in the Agreement reference a limitation of \$100,000,000 (plus interest) on reimbursement of TIF Eligible Expenses from Available Incremental Property Taxes. Each of the City and Park Owner agree that all references in the Agreement to “\$100,000,000” are hereby amended to be “\$140,000,000.”

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

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

[Signature pages commence on following page]

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA/PROPERTY

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

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

The above space for Recorder's use only.

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

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF WILMINGTON

AND

ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC

I-55 AND LORENZO ROAD

This Memorandum of Understanding (this **Memorandum**) is made and entered into as of this ____ day of October, 2016 by and between the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois (the **City**) and **ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited liability company (**Park Owner**).

RECITALS:

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

, 2016 as Document Number R2016. The Initial Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and the Thirteenth Amendment (each such amendment, an "RDA Amendment," and as may be further amended from time to time, is hereinafter referred to as the "Agreement");

WHEREAS, pursuant to the Fifth Amendment Developer and RidgePort Center have withdrawn from the Agreement, and pursuant to the Tenth Amendment, Park Owner, joined the Agreement, and assumed the obligations of the "Owner" with respect to the approximately 1,073 acres constituting the New Park Owner Property;

WHEREAS, the City and the Park Owner (the "Parties") desire to enter into this Memorandum to memorialize their understanding of certain aspects of the Agreement;

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

2. **Defined Terms.** All capitalized terms used in this Memorandum and not specifically defined in this Memorandum shall have the meanings given to such terms in the Agreement.

3. **Project Area.** The land area depicted on **Exhibit A-1** attached hereto and legally described on **Exhibit A-2** attached hereto is the depiction (and legal description) of the "Project

Area or Property or Redevelopment Project Area as such terms are defined and used in the Agreement. If the Park Owner desires to amend the Project Area in the future by removing and adding property on an acre for acre basis, it may do so solely with the consent of the Corporate Authorities (and no other party) by amending the Agreement in the same manner as the Sixth Amendment. **[NOTE: Based on our review, the only change to the TIF boundary since its inception occurred in the Sixth Amendment, which appears to have removed the TA Gas Station site. Accordingly, Exhibit A-1 should match up with the original TIF boundary, and highlight that removed portion]**

4. **Current Projects.** Attached hereto as **Exhibit B** is a depiction (including tax pins) of each current project within the Project Area, as follows: (i) Michelin, which was approved in the Fifth Amendment and is owned by Ridge Lego Partners, LLC, (ii) Building B, which was approved in the Eighth Amendment and is owned by RidgePort Partners I, LLC, (iii) Freezer Building, which was approved in the Ninth Amendment and is owned by RidgePort Partners II, LLC, (iv) Batory Foods, which was approved in the Eleventh Amendment and is owned by Batory Real Estate Holding LLC and (v) General Mills, which was approved in the Thirteenth Amendment and is owned by A-R Ridgeport II, LLC.

5. **TIF Note Registry; No Bonds.** Attached hereto as **Exhibit C** is a copy of the current TIF Note Registry that is maintained by the City, which reflects all TIF Notes that have been issued (or may be issued in the future) as of the date of this Memorandum. As of the date of this Memorandum, no Bonds have been issued by the City.

6. **Pay-As-You-Go Obligation Registry.** Attached hereto as **Exhibit D** is a copy of the current Pay-As-You-Go Obligation Registry that is maintained by the City, which reflects the current status of all pay-as-you-go reimbursement obligations and the Owner entitled to such reimbursements (which, as of the date of this Memorandum, is solely Park Owner).

7. **Accrued Interest.**

a. Interest accrues on all pay-as-you-go obligations (**Accrued Interest**) at the Taxable Interest Rate on a simple interest basis from the date TIF Eligible Expenses are paid (and such date shall serve as the **Issuance Date** for purposes of calculating Taxable Interest Rate). The applicable Issuance Date for all current pay-as-you-go obligations is set forth on **Exhibit D** attached hereto. **[NOTE: "Taxable Interest Rate" means an annual interest rate equal to the median value of the Corporate BBB Bond Index Rate (20-year) as published by Bloomberg on the last business day prior to the Issuance Date of the applicable obligations plus 195 basis points, but in no event exceeding nine percent (9%) per annum]**

b. For avoidance of doubt, (i) after accounting for Accrued Interest, the aggregate amount of all pay-as-you-go TIF Eligible Expenses that are certified by the City as reimbursable may exceed the \$100,000,000 limitation set forth in the Agreement and (ii) such aggregate amount shall be available for reimbursement to (or assignment by) the applicable Owner, subject to and in accordance with the Agreement.

8. **Reimbursement Process.**

a. The ad valorem taxes generated by the Property for each calendar year are collected by Will County and allocated into two categories, as follows: (i) taxes that are attributable to the lower of the current equalized assessed value of the Property or the initial equalized assessed value of the Property, and (ii) taxes that are attributable to the increase in the current equalized assessed value of the Property over and above the initial equalized assessed value of the Property (the taxes referenced in clause (ii) being the “**Tax Increment**”). The Tax Increment is then paid to the Treasurer of the City for deposit into the Ridgeport Logistics Center Intermodal and Industrial TIF Allocation Fund (the “**Fund**”) to reimburse TIF Eligible Expenses that have been certified by the City as reimbursable. The payment of the Tax Increment by Will County typically occurs on or prior to **[March 1st]** of each calendar year.

b. After the Tax Increment is deposited into the Fund, the City shall analyze the current payment obligations set forth in the TIF Note Registry and the Pay-As-You-Go Obligation Registry and determine the applicable distributions to the eligible Owners (or TIF Note holders, as applicable). Prior to making any distributions to the Owners (or TIF Note holders, as applicable), the City shall first pay itself the TIF Administration Set Aside, which the Parties agree is solely payable from Tax Increment, and the balance shall be the Available Incremental Property Taxes that are available for distribution. The City shall endeavor to complete this analysis by **[March 15th]** of each calendar year.

c. After the City has completed the analysis contemplated by Section 8(b) above, it shall notify Park Owner (and such notice shall include the City’s calculation of Available Incremental Property Taxes). Park Owner shall then have 10 business days to confirm such analysis or notify that City of any discrepancies, in which case the City and Park Owner shall work together in good faith to determine the Available Incremental Property Taxes.

d. After the City and Park Owner have finally determined the Available Incremental Property Taxes, the same shall be distributed by the City from the Fund in accordance with Section 4.06 of the Agreement, as follows: (i) first, to the City as reimbursement of all TIF Formation Costs incurred by the City which have not otherwise previously been paid by the Owner or other related parties, (ii) then, to pay all scheduled debt service for Bonds, or the TIF Notes if the Bonds are not issued, to the holders of the Bonds or TIF Notes, as applicable, subject to and in accordance with the terms of such Note (or Bond) and the applicable corresponding RDA Amendment, (iii) then, to the Bond reserve and redemption payments, if the Bonds are issued and (iv) the balance to Park Owner, subject to and in accordance with the Agreement. The City shall endeavor to distribute all Available Incremental Property Taxes by March 31st of each calendar year.

9. **Allocation of Acquisition Costs.** In Section 18 of the Tenth Amendment, the City approved certain acquisition costs incurred by Park Owner, but such costs were not certified as reimbursable TIF Eligible Expenses (the “**Approved Acquisition Costs**”). In Section 17 of the Thirteenth Amendment, the City certified a portion of such Approved Acquisition Costs as a reimbursable TIF Eligible Expense in connection with the commitment of Park Owner (through New Owner V) to construct improvements to create Available Incremental Property Taxes, and such allocation of Approved Acquisition Costs was made in accordance with the methodology

attached hereto as **Exhibit E** (the "Approved Methodology"). The Parties hereby agree that all future allocations and certifications of Approved Acquisition Costs in connection with the commitment of Park Owner (directly or indirectly) to construct improvements to create Available Incremental Property Taxes shall be made in accordance with the Approved Methodology.

10. **Effect of Memorandum.** This Memorandum is intended to clarify the intention of certain terms and provisions of the Agreement, and all of the terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect (as clarified by this Memorandum).

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

[Signature pages commence on following page]

EXHIBIT A-1

**Depiction of Project Area
(including land area removed by Sixth Amendment)**

EXHIBIT A-2

**Legal Description of Project Area
(excluding land area removed by Sixth Amendment)**

EXHIBIT B

**Depiction of Current Projects
(including Tax Pins)**

EXHIBIT C

TIF Note Registry

(as of the date of this Memorandum, see next page)

<u>Owner</u>	<u>TIF Amendment</u>	<u>Original Principal Amount</u>	<u>Issuance Date</u>	<u>P/I Payments</u>	<u>Outstanding Accrued Interest</u>	<u>Outstanding Principal Balance</u>
Michelin (assigned from New Owner I)	5th	\$26,131,751	[_/_/_]	\$_____ on _/_/_	\$_____	\$_____
New Owner I (Lego/Michelin)	5th	Not to exceed \$5,182,825	Not yet issued	N/A	N/A	N/A
New Owner II (CDC Building B)	8th	\$3,449,202	[_/_/_]	\$_____ on _/_/_	\$_____	\$_____
New Owner II (Post Building B)	8th	\$2,670,000	Not yet issued	N/A	N/A	N/A
New Owner III (CDC Freezer)	9th	\$667,464	[_/_/_]	\$_____ on _/_/_	\$_____	\$_____
New Owner III (CDC Freezer Expansion)	9th/12th	\$100,000- \$1,000,000 (ties to expansion space)	Not yet issued	N/A	N/A	N/A
Batory	11th	Not to exceed \$3,730,650	Not yet issued	N/A	N/A	N/A
GM (assigned from New Owner V)	13th	Not to exceed \$7,537,725	Not yet issued	N/A	N/A	N/A
GM Renewal (assigned from New Owner V)	13th	Not to exceed \$1,884,431.25	Not yet issued	N/A	N/A	N/A
World Food	14th	\$500,000	Not yet issued	N/A	N/A	N/A
<u>Total:</u>		\$52,754,048.25 (includes issued and unissued TIF Notes, assumes maximum amount)		\$_____	\$_____	\$_____

EXHIBIT D

**Pay-As-You-Go Obligation Registry
(as of the date of this Memorandum)**

<u>Owner</u>	<u>TIF Amendment</u>	<u>Certified TIF Eligible Expenses</u>	<u>Issuance Date</u>	<u>Accrued Interest</u>	<u>Approved Uncertified TIF Eligible Expenses</u>	<u>Reimbursements</u>
Park Owner (assigned by Ridge)	10th	\$12,439,700 ¹	__/__/__ ²	\$____ ³	\$512,534	\$0
Park Owner (acquisition costs)	10th	\$0	3/29/16	\$____	\$43,913,371.32 ⁴	\$0
Park Owner (acquisition costs)	13th	\$11,221,056	3/29/16	\$____	N/A	\$0
Park Owner (acquisition costs)	N/A	\$0	7/19/16	\$____	\$4,999,915.54 ⁵	\$0
<u>Total:</u>		\$23,660,756		\$____	\$49,425,820.86	\$0

¹ Amount equals: \$19,977,425 minus \$7,537,725 (being \$9,422,156.25 assigned per 13th Amendment, minus \$1,884,431.25 which is conditioned on GM exercising its renewal option)

² Discuss: This is an aggregate amount pertaining to costs paid over time, so there will be different Issuance Dates.

³ As of the date of the Tenth Amendment (March 29, 2016), this was \$2,666,745.

⁴ Amount equals: \$55,134,427.32 minus \$11,221,056 certified by City in 13th Amendment

⁵ This is the net consideration paid for the Lardi parcel.

EXHIBIT E

Approved Methodology

Attachment A: Wilmington ESDA

Type of Radio	Cost per Radio	Quantity	Purchase Cost	Finance Cost (Annually)	Finance Cost (Monthly)	AirTime* (Monthly)	Site Fee** (Monthly)
APX6000 - Single-Band Portable	\$ 3,601.02	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX4500 - Single-Band Mobile	\$ 2,963.28	8	\$ 23,706.24	\$ 4,311.20	\$ 359.28	\$ 48.48	\$ 65.36
APX6500 - Single-Band Mobile	\$ 3,733.02	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX8000 - Dual Band Portable	\$ 4,899.36	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX8000XE - Dual Band Portable	\$ 5,286.86	15	\$ 79,302.90	\$ 14,421.90	\$ 1,201.80	\$ 90.90	\$ 122.55
APX1000 - Single-Band	\$ 1,764.18	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX7500 - Consolettes	\$ 6,854.50	4	\$ 27,418.00	\$ 4,986.20	\$ 415.52	\$ 24.24	\$ 32.68
Existing Radios	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		27	\$ 130,427.14	\$ 23,719.30	\$ 1,976.60	\$ 163.62	\$ 220.59

Accessories

APX6000 - Single Band Portable Accessories						
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost
Radio Manager	UA00049AA	\$ 75.00	0	\$ -	\$ -	\$ -
Spare Battery	NNTN7038B	\$ 106.50	0	\$ -	\$ -	\$ -
Single Charger	WPLN7080	\$ 93.75	0	\$ -	\$ -	\$ -
Recommended Speaker Mic	PMMN4099A	\$ 99.00	0	\$ -	\$ -	\$ -
Total				\$ -	\$ -	\$ -

APX8000 - Dual Band Portable						
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost
Radio Manager	UA00049AA	\$ 75.00	0	\$ -	\$ -	\$ -
Spare Battery	NNTN7038B	\$ 106.50	0	\$ -	\$ -	\$ -
Single Charger	WPLN7080	\$ 93.75	0	\$ -	\$ -	\$ -
Recommended Speaker Mic	PMMN4099A	\$ 99.00	0	\$ -	\$ -	\$ -
Total				\$ -	\$ -	\$ -

APX8000XE - Dual Band Portable						
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost
Radio Manager	UA00049AA	\$ 75.00	15	\$ 1,125.00	\$ 249.60	\$ 20.80
Spare Battery	NNTN7038B	\$ 106.50	15	\$ 1,597.50	\$ 290.55	\$ 24.21
Single Charger	WPLN7080	\$ 93.75	15	\$ 1,406.25	\$ 255.75	\$ 21.31
Recommended Speaker Mic	PMMN4106A	\$ 412.50	15	\$ 6,187.50	\$ 1,125.30	\$ 93.78
Total				\$ 10,316.25	\$ 1,921.20	\$ 160.10

**Please contact Radio Tech Stan Devine for any accessory questions

If radios & accessories are purchased outright, a check in this amount will be due November 2017	\$ 140,743.39
and monthly ongoing airtime fees and site fees will be:	\$ 384.21 or \$ 4,610.52 per year
If all radios & accessories are financed, the monthly payment amount will be	\$ 2,136.70 and the monthly airtime fees and site fees will be
	\$ 384.21
If all radios & accessories are financed, the annual amount paid will be	\$ 25,640.50 and the annual airtime fees and site fees will be
	\$ 4,610.52

*AirTime fees will go up 1.7% each year beginning in 2020.

**Site Fees will end after 8 years

Order Authorization	
Buying Equipment _____	Signature: _____
Leasing Equipment _____	Print Name/Title: _____
Other _____	Date: _____

Order Received by	
	Signature: _____
	Print Name/Title: _____
	Date: _____

Attachment A: Wilmington Police Department

Type of Radio	Cost per Radio	Quantity	Purchase Cost	Finance Cost (Annually)	Finance Cost (Monthly)	AirTime* (Monthly)	Site Fee** (Monthly)
APX6000 - Single-Band Portable	\$ 3,601.02	25	\$ 90,025.50	\$ 16,372.00	\$ 1,364.25	\$ 151.50	\$ 204.25
APX4500 - Single-Band Mobile	\$ 2,963.28	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX6500 - Single-Band Mobile	\$ 3,733.02	4	\$ 14,932.08	\$ 2,715.52	\$ 226.28	\$ 24.24	\$ 32.68
APX8000 - Dual Band Portable	\$ 4,899.36	4	\$ 19,597.44	\$ 3,563.96	\$ 297.00	\$ 24.24	\$ 32.68
APX8000XE - Dual Band Portable	\$ 5,286.86	0	\$ -	\$ -	\$ -	\$ -	\$ -
APX1000 - Single-Band	\$ 1,764.18	0	\$ -	\$ -	\$ -	\$ -	\$ -
Existing Radios	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		33	\$ 124,555.02	\$ 22,651.48	\$ 1,887.53	\$ 199.98	\$ 269.61

Accessories

APX6000 - Single Band Portable Accessories						
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost
Radio Manager	UA00049AA	\$ 75.00	25	\$ 1,875.00	\$ 341.00	\$ 28.42
Spare Battery	NNTN7038B	\$ 106.50	25	\$ 2,662.50	\$ 484.25	\$ 40.35
Single Charger	WPLN7080	\$ 93.75	25	\$ 2,343.75	\$ 426.25	\$ 35.52
Recommended Speaker Mic	PMMN4099A	\$ 99.00	25	\$ 2,475.00	\$ 450.00	\$ 37.50
Total				\$ 9,356.25	\$ 1,701.50	\$ 141.79

APX8000 - Dual Band Portable						
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost
Radio Manager	UA00049AA	\$ 75.00	4	\$ 300.00	\$ 66.56	\$ 5.55
Spare Battery	NNTN7038B	\$ 106.50	4	\$ 426.00	\$ 77.48	\$ 6.46
Single Charger	WPLN7080	\$ 93.75	4	\$ 375.00	\$ 68.20	\$ 5.68
Recommended Speaker Mic	PMMN4099A	\$ 99.00	4	\$ 396.00	\$ 72.00	\$ 6.00
Total				\$ 1,497.00	\$ 284.24	\$ 23.69

APX8000XE - Dual Band Portable						
Usage	Nomenclature	Price per Radio	Quantity	Total Cost	Annual Finance Cost	Monthly Finance Cost
Radio Manager	UA00049AA	\$ 75.00	0	\$ -	\$ -	\$ -
Spare Battery	NNTN7038B	\$ 106.50	0	\$ -	\$ -	\$ -
Single Charger	WPLN7080	\$ 93.75	0	\$ -	\$ -	\$ -
Recommended Speaker Mic	PMMN4106A	\$ 412.50	0	\$ -	\$ -	\$ -
Total				\$ -	\$ -	\$ -

**Please contact Radio Tech Stan Devine for any accessory questions

If radios & accessories are purchased outright, a check in this amount will be due November 2017	\$ 135,408.27
and monthly ongoing airtime fees and site fees will be:	\$ 469.59 or \$ 5,635.08 per year
If all radios & accessories are financed, the monthly payment amount will be	\$ 2,053.01 and the monthly airtime fees and site fees will be
	\$ 469.59
If all radios & accessories are financed, the annual amount paid will be	\$ 24,637.22 and the annual airtime fees and site fees will be
	\$ 5,635.08

*AirTime fees will go up 1.7% each year beginning in 2020.

**Site Fees will end after 8 years

Order Authorization	
Buying Equipment _____	Signature: _____
Leasing Equipment _____	Print Name/Title: _____
Other _____	Date: _____

Order Received by	
	Signature: _____
	Print Name/Title: _____
	Date: _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WESCOM AND INDIVIDUAL WESCOM MEMBERS FOR STARCOM21 RADIO PROJECT
FINANCING
ATTACHMENT B
11/3/2016**

Agency Method of Payment:

The City of Wilmington agrees to remit payments to WESCOM to fulfill its Lease-Purchase costs of subscriber radios and associated equipment described in Attachment A as follows:

<DESCRIBE THE AGENCY'S METHOD OF PAYMENT FOR THE ACQUISITION OF SUBSCRIBER RADIOS, PAYMENT IN FULL WITH PREFERRED INVOICE DATE, FINANCED VIA LEASE-TO-OWN, ETC.>

The above payments do not include Port Fees as described in Section 5.1(f)e or Impact Fees as described in Section 5.1(f)f of the Agreement. The City of Wilmington District will be responsible for Port Fees and Impact Fees as described in Sections 5.1(f)e and 5.1(f)f in addition to the above payments.

WESTERN WILL WESCOM COMMUNICATION CENTER (WESCOM) MEMBER AGENCY:

William Barnes
WESCOM Board Chairman
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT B

FORM OF ABATEMENT CERTIFICATE

Date: 3/6/2013
 Developed Property Description, with construction phase ("Developed Phase"): _____
 See attached legal description as it appears in Ordinance No. 08-05-20-05
 PIN Number of Developed Property: 03-17-04-400-008-000
 Abatement Effective Date: January 1, 2014
 Owner of Developed Phase: United States Cold Storage, Inc. (the "Owner")

Pursuant to the Economic Incentive Agreement, by and among the CITY OF WILMINGTON, ILLINOIS, an Illinois municipal corporation, Will County, Illinois (the "City") and UNITED STATES COLD STORAGE, INC., a New Jersey corporation (the "Developer"), the undersigned representative of the Owner of the Developed Phase hereby states and certifies as follows:

1. Construction of the Developed Phase described above has been substantially completed and City has issued a certificate of occupancy for such Developed Phase. The Developed Phase consists of the construction of a structure or building which has not been previously assessed and which is described as follows: "...public refrigerated warehouse, together with distribution facilities, parking, utilities and related site improvements"
2. The legal description of the Developed Property and the PIN Number(s) assigned by the Will County Assessor to the Developed Property is set forth above.
3. Pursuant to the Agreement, tax abatement for the Developed Phase will begin on the Effective Date set forth above and the real estate taxes on the Developed Property will be abated during each year of the five year Abatement Period for the Developed Property beginning on the Abatement Effective Date in the following percentages:

YEAR OF ABATEMENT PERIOD (January 1 through December 31)	TAXES PRIOR TO PHASE COMPLETION*	PERCENTAGE OF [ADDITIONAL*] TAXES ABATED
1	\$106,923.34 (pay 2012)	75%
2		75%
3		50%
4		50%
5		25%

*Use only after construction of first phase

UNITED STATES COLD STORAGE, INC.

By: Cecilia Matthews
 Title: Corporate Financial Secretary

Received this ___ day of _____, 20__.

CITY OF WILMINGTON, ILLINOIS

By: _____
 City Representative



By: Lauren, Secretary for
 City Attorney John A. Urban

WELMINGTON
JURISDICTION

21 DECEMBER 2012
DATE

CERTIFICATE OF USE AND OCCUPANCY

THIS IS TO CERTIFY that examination has been made of the premises located at 800 EAST KANAWHA RIVER DRIVE and that such examination disclosed that the premises appear to have been erected, enlarged or altered in accordance with the conditions of the permit(s) issued for such work, that all required inspections have been conducted and that the premises are now ready for use and occupancy.

PROVIDED, however, that nothing contained in the Certificate of Use and Occupancy shall be deemed as a waiver by the jurisdiction to proceed against the owner and/or contractors involved in the erection, enlargement or alteration of the aforesaid premises or any component part(s) thereof with respect to any latent defects in the premises or deviations from the plans approved by the jurisdiction which may hereafter be discovered.

Builder: UNITED INSULATED STRUCTURES CORP.

Subdivision: _____

Lot: _____ Property Index Number: 03-17-04-400-008-0000

Use Group: I Type of Construction: _____

Number of Bedrooms: N/A Number of Parking Spaces: 22 Auto/18 Trailer

Permit Number: WE-12-111 Code Official: [Signature]

Distribution: White-Dept. of Bldg. Safety/Zoning; Yellow-Assessor's Office; Pink-Water Dept.; White/Hard Copy-Permittee

Exhibit A

U. S. COLD STORAGE PARCEL - LEGAL DESCRIPTION

ALL THAT PART OF THE EAST HALF OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY LINE OF GULF, MOBILE AND OHIO RAILROAD (FORMERLY THE CHICAGO AND ALTON RAILROAD) DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 31 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 2468.89 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTH 06 DEGREES 51 MINUTES 23 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD A DISTANCE OF 841.90 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 08 SECONDS EAST A DISTANCE OF 2346.01 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST ¼ OF SECTION 24 (SAID POINT BEING NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, DISTANT 833.05 FEET FROM SAID SOUTHEAST CORNER OF SECTION 24); THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 833.05 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART OF P.A. ROUTE 5 (ILLINOIS ROUTE 53) DEDICATED PER DOCUMENT NO. 557953 AND ALSO EXCEPTING THAT PART OF EAST KANKAKEE RIVER DRIVE DEDICATED FOR ROADWAY PURPOSES, ALL IN WILL COUNTY, ILLINOIS.

PIN: a portion of 03-17-24-400-006-

EXHIBIT B

FORM OF ABATEMENT CERTIFICATE

Date: 11/19/2014
 Developed Property Description, with construction phase ("Developed Phase"): _____
 Phase III: See attached legal description as it appears in Ordinance No. 08-05-20-05
 PIN Number of Developed Property: 03-17-17-400-008-0000
 Abatement Effective Date: January 1, 2015
 Owner of Developed Phase: United States Cold Storage, Inc. (the "Owner")

Pursuant to the Economic Incentive Agreement, by and among the CITY OF WILMINGTON, ILLINOIS, an Illinois municipal corporation, Will County, Illinois (the "City") and UNITED STATES COLD STORAGE, INC., a New Jersey corporation (the "Developer"), the undersigned representative of the Owner of the Developed Phase hereby states and certifies as follows:

1. Construction of the Developed Phase described above has been substantially completed and City has issued a certificate of occupancy for such Developed Phase. The Developed Phase consists of the construction of a structure or building which has not been previously assessed and which is described as follows: "...public refrigerated warehouse, together with distribution facilities, parking, utilities and related site improvements"
2. The legal description of the Developed Property and the PIN Number(s) assigned by the Will County Assessor to the Developed Property is set forth above.
3. Pursuant to the Agreement, tax abatement for the Developed Phase will begin on the Effective Date set forth above and the real estate taxes on the Developed Property will be abated during each year of the five year Abatement Period for the Developed Property beginning on the Abatement Effective Date in the following percentages:

YEAR OF ABATEMENT PERIOD (January 1 through December 31)	TAXES PRIOR TO PHASE COMPLETION*	PERCENTAGE OF [ADDITIONAL*] TAXES ABATED
1	\$266,751.56 (pay 2014)	75%
2		75%
3		50%
4		50%
5		25%

*Use only after construction of first phase

UNITED STATES COLD STORAGE, INC.

By: [Signature]
 Title: VP - CONTROLLER & TREASURER

Received this ____ day of _____, 20__.

CITY OF WILMINGTON, ILLINOIS

By: _____
 City Representative

RECEIVED
SEP 29 2016


BY: Lauren Secretary for
 City Attorney John A. Urban

City of Wilmington
Will County, Illinois
Certificate of Occupancy

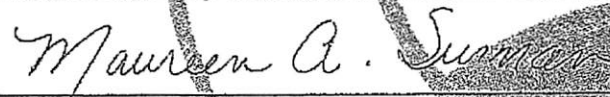
The undersigned, owner/occupant of the premises herein described, applies for a certificate of occupancy of such premises under the provisions of the Zoning Ordinance. The premises to be covered by such certificate are:

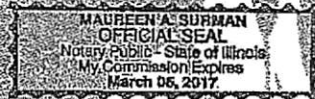
Name: U.S. COLD STORAGE FREEZER WAREHOUSE - PHASE 3 (277,930 sq. ft.)
Address: 800 EAST KANKAKEE RIVER DRIVE
Subdivision: ACREAGE
Tax Index No.: 03-17-17-400-008-0000 Lot No.: _____

The property above described is present zoned for I3 - HEAVY INDUSTRIAL uses.


Applicant

Subscribed and sworn to before me
this 29 day of October, 2014


Notary Public



A Certificate of Occupancy for the premises above described and for the uses above described is hereby granted upon the basis of the foregoing application and upon the representations made herein.

Date: October 1, 2014

Enforcing Officer/Building Commissioner

It is unlawful to occupy or use this building except as herein specified. If it is desired to change the kind of occupancy or use of this building to a purpose other than specified herein, a permit must be secured from the building inspector.
KEEP THIS CERTIFICATE WITH YOUR DEED AND OTHER VALUABLE PAPERS.

City of Wilmington


Will County, Illinois

Certificate of Occupancy

The undersigned, owner/occupant of the premises herein described, applies for a certificate of occupancy of such premises under the provisions of the Zoning Ordinance. The premises to be covered by such certificate are:

Name: U.S. COLD STORAGE FREEZER WAREHOUSE - PHASE 3 (277,930 sq.F.)
Address: 800 EAST KANKAKEE RIVER DRIVE
Subdivision: ACREAGE
Tax Index No.: 03-17-17-400-008-0000 Lot No.: _____

The property above described is present zoned for R3 - HEAVY INDUSTRIAL uses.


Applicant

Subscribed and sworn to before me
this 29 day of October, 2014


Notary Public



A Certificate of Occupancy for the premises above described and for the uses above described is hereby granted upon the basis of the foregoing application and upon the representations made herein.

Date: October 1, 2014

Enforcing Officer/Building Commissioner

It is unlawful to occupy or use this building except as herein specified. If it is desired to change the kind of occupancy or use of this building to a purpose other than specified herein, a permit must be secured from the building inspector.
KEEP THIS CERTIFICATE WITH YOUR DEED AND OTHER VALUABLE PAPERS.

Exhibit A

U. S. COLD STORAGE PARCEL - LEGAL DESCRIPTION

ALL THAT PART OF THE EAST HALF OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY LINE OF GULF, MOBILE AND OHIO RAILROAD (FORMERLY THE CHICAGO AND ALTON RAILROAD) DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 31 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 2468.89 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTH 06 DEGREES 51 MINUTES 23 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD A DISTANCE OF 841.90 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 08 SECONDS EAST A DISTANCE OF 2346.01 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST ¼ OF SECTION 24 (SAID POINT BEING NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, DISTANT 833.05 FEET FROM SAID SOUTHEAST CORNER OF SECTION 24); THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 833.05 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART OF F.A. ROUTE 5 (ILLINOIS ROUTE 53) DEDICATED PER DOCUMENT NO. 557953 AND ALSO EXCEPTING THAT PART OF EAST KANKAKEE RIVER DRIVE DEDICATED FOR ROADWAY PURPOSES, ALL IN WILL COUNTY, ILLINOIS.

PIN: a portion of 03-17-24-400-006-

RETIREMENT AGREEMENT

This Retirement Agreement is made this 15th day of November, 2016 among the City of Wilmington, an Illinois Municipal Corporation, (hereinafter the “City”) and Gary VanDuyne

RECITALS

Whereas, Gary VanDuyne has been an employee of the City of Wilmington for 29 years; and,

Whereas, Gary VanDuyne expressed his desire to retire from his employment at the City of Wilmington as of February 28, 2017; and,

Whereas, the parties desire to provide for this Retirement Agreement without setting any practice or precedent.

Whereas, Gary VanDuyne represents that he had had the opportunity to review this Agreement and consult with any person of his choosing and is voluntarily entering into this Agreement.

NOW THISEFORE, it is agreed by the parties as follows:

1. Gary VanDuyne herewith submits his voluntary irrevocable letter of retirement for retirement to be effective on February 28, 2017, which retirement is hereby accepted by the City of Wilmington. A copy of said letter of retirement is attached hereto and made a part of hereof as Exhibit A.
2. Upon retirement from his employment with the City as provided in Paragraph 1 above, the City shall provide VanDuyne with single PPO group health insurance in accordance with the provisions of the City's group health plan as may be in effect from time to time, at no cost to him until VanDuyne qualifies for Medicare. Furthermore, Gary VanDuyne can elect to include his spouse and/or eligible dependents as part his health insurance benefit plan and payment for the additional costs to include spouse or dependant coverage on his health insurance benefit plan will be paid for by Gary VanDuyne. The City will pay Gary VanDuyne upon his retirement date for any vacation time accrued which is a total of \$8,634.20 (230 hours at his pay rate of \$37.54 per hour) and the City will deduct any vacation hours used from this payment from November 15, 2016 to February 28, 2017. The City agrees to pay for any sick time accrued up to 960 hours which is a total of \$36,038.40 (960 hours at his pay rate of \$37.54) and any additional accrued sick time will be applied to his IMRF service credit which has a limit of 960 hours.
3. The parties agree that the provisions of this Agreement are intended as a one-time benefit and are not intended to establish any practice or precedent. The parties further agree that this Agreement shall not be used as practice or precedent.

4. The recitals of this Agreement are hereby adopted as if fully set forth herein.
5. The foregoing matters represent the complete understanding between the parties,

ADOPTED BY THE PARTIES ON THE DATE FIRST WRITTEN ABOVE.

CITY OF WILMINGTON, an Illinois
Municipal Corporation,

By: _____
J. Marty Orr, Mayor

Gary VanDuyne

ATTEST:

Joie Ziller, Deputy City Clerk

EXHIBIT A

IRREVOCABLE LETTER OF RETIREMENT

I, Gary VanDuyne, contingent upon the City of Wilmington adopting the Retirement Agreement which is this letter of Retirement is attached hereto as Exhibit A, hereby voluntarily submit my irrevocable letter of retirement for retirement to be effective February 28, 2017.

Gary VanDuyne

Dated: _____

**City Engineer
Contractual Employment Agreement**

This Agreement is made and entered into this ____ day of _____, 2016 between the City of Wilmington, Will County, Illinois, a Municipal Corporation, (hereinafter sometimes referred to as the "CITY") and Colby Zemaitis (hereinafter sometimes referred to as "Engineer").

WITNESSETH:

WHEREAS, on December 4, 2007, the CITY adopted Ordinance No. 07-12-04-03, creating the office of City Engineer; and

WHEREAS, the CITY desires to employ Colby Zemaitis as its City Engineer under the terms and conditions provided herein; and

WHEREAS, Colby Zemaitis desires to continue employment with the CITY as its City Engineer under the terms and conditions provided herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledged by the signing of this Agreement, the CITY and Colby Zemaitis hereby agree as follows:

SECTION 1. EMPLOYMENT

Effective the date of this Agreement, Colby Zemaitis continues employment with the CITY as its City Engineer.

SECTION 2. DUTIES

Colby Zemaitis shall perform on a full-time basis the functions and duties of the City Engineer of the City of Wilmington as outlined in Ordinance No. 07-12-04-03 of the City of Wilmington Code of Ordinances, a copy of which is attached as Exhibit "A", as well as perform all such other legally permissible and proper duties and functions as the Mayor or corporate authorities of the City of Wilmington shall from time to time direct, delegate or assign. While employed by the City as its Engineer will not be employed by or provide employment related services including acting as consultant to any other entity unless specifically authorized and approved by the Mayor and City Council of City of Wilmington.

SECTION 3. TERM

This Agreement shall commence on the ____ day of _____, 2016 and terminate in five (5) years or extended upon agreement of both parties. All prior agreements whether oral or written, if any, are mutually revoked by this Agreement.

SECTION 4. COMPENSATION

The CITY shall pay Colby Zemaitis his current annual salary of one hundred and fourteen thousand-four hundred dollars (\$114,400.00) in full payment for his services hereunder, a salary per year payable bi-weekly in twenty-six (26) equal payments plus an annual cost of living raise at a minimum of two percent (2.0%) on the anniversary date of his original contract date of August 16th, 2011, less all deductions and/or withholdings required by law. Colby Zemaitis shall not receive overtime or compensatory time.

SECTION 5. INSURANCE

The CITY shall provide Colby Zemaitis with medical, health and hospitalization insurance and life insurance as currently provided to its non-union employees. In addition, the CITY shall provide dental insurance at the sole cost of Colby Zemaitis as currently provided to its non-union employees.

SECTION 6. VEHICLE & CELL PHONE

The CITY shall provide a \$400.00 monthly vehicle allowance payment along with the necessary fuel for work functions in lieu of the CITY providing an automobile to be used by Colby Zemaitis. Colby Zemaitis will provide the CITY a copy of his automobile insurance card for the automobile he plans on using to conduct CITY business. The CITY shall provide a cell phone to be used by Colby Zemaitis solely in the performance of his duties for official CITY business. The CITY shall pay the cost of operation, insurance and maintenance of said cell phone.

SECTION 7. OTHER BENEFITS

The CITY shall provide all other benefits, terms and conditions as outlined within the CITY Code of Ordinances Personnel Policy Chapter 37 for non-union exempt employees to Colby Zemaitis. Furthermore, the CITY shall provide professional liability insurance to cover the civil engineering license for the State of Illinois.

SECTION 8. PROFESSIONAL ADVANCEMENT FOR CONFERENCES AND SEMINARS AND EXPENSES

Colby Zemaitis shall be entitled to take up to ten (10) business days to attend professional advancement seminars for attending such permitted conference(s) shall submit detailed expense reports for review by the City Council Finance Committee as a condition to his reimbursement request. In addition, Colby Zemaitis shall notify the Mayor and City Council and provide a general description of the conference or seminar at least seven (7) days prior to attendance.

SECTION 9. DUES AND SUBSCRIPTIONS

CITY shall pay the professional dues and subscriptions and such other organizations approved by the CITY which will contribute to the continued professional growth and advancement of professional engineer, and are of benefit to the CITY.

SECTION 10. GENERAL EXPENSES

CITY recognizes that Colby Zemaitis may incur reasonable expenses of a non-personal and generally job-affiliated nature. The CITY will reimburse him or pay those reasonable expenses upon his submittal of duly executed or petty cash vouchers, receipts, statements or personal affidavits upon the approving review by the City Council Finance Committee.

SECTION 11. RESIDENCE

Colby Zemaitis shall maintain his permanent place of residence as provided in Ordinance No. 07-12-04-03.

SECTION 12. VACATION-SICK- HOLIDAY:

During the term of this Agreement, Colby Zemaitis shall continue to receive three (3) weeks of vacation time per year of service and will receive an additional one (1) day of vacation per year for the next five (5) years of service. Colby Zemaitis shall not receive any overtime pay or compensatory time. Colby Zemaitis shall be entitled to ten (10) paid holidays or match any modified union contracts, four (4) paid personal days; as well as a birthday holiday, as provided by the CITY to its non-union employees. In addition, Colby Zemaitis shall be entitled to one (1) paid sick day per month for each month of consecutive employment with the CITY; but all vacation days accrued but not used at the end of the year of this Agreement are forfeited or if Colby Zemaitis was unable to schedule vacation time he may receive monetary payment or role over to the following year as approved by the Mayor.

SECTION 13. TERMINATION

This Agreement may be terminated prior to its expiration by the CITY as follows:

(A) Termination of Cause:

In the event of a breach of any of the terms and conditions hereof by Colby Zemaitis, this Agreement may be terminated by the CITY for cause. For purposes of this Agreement, cause is defined as; (a) conviction by any Court of competent jurisdiction of a felony, Class A or B misdemeanor; (b) a violation of State statutes or City ordinances, relating to the duties of the City Engineer; or (c) Colby Zemaitis failure to follow the official lawful directions and policies established by the Mayor and City Council. If there is a basis to terminate Colby Zemaitis for cause, the CITY shall give Colby Zemaitis written notice of the

possible basis for termination. Within five (5) calendar days from such notice, Colby Zemaitis may file a written request with the City Clerk for a hearing, which shall be scheduled by and held by the Council at a meeting in closed session as soon as practicable thereafter but not more than twenty (20) days after notice of possible termination. At the hearing, Colby Zemaitis will have the opportunity to address the basis for possible termination. Thereafter, the Council will take such acts as it deems appropriate regarding terminating Colby Zemaitis for cause. The Council may suspend Colby Zemaitis with pay during this termination process. Colby Zemaitis shall be entitled to twenty (20) working days of compensation inclusive of compensation received while suspended. If Colby Zemaitis is discharged for cause, he shall only receive, as compensation, the monetary equivalent to his earned but not unused vacation, sick and personal time and base salary earned but unpaid to date of termination.

(B) Termination Without Cause

The City may terminate Engineer without cause and if the CITY terminates Colby Zemaitis without cause and specifically in lieu of any and all other forms or claims for compensation or remuneration included under this Agreement, Colby Zemaitis shall only receive, in addition to earned but unpaid base salary and the monetary equivalent for earned but unused vacation and sick days, the monetary equivalent of 3 months of his base salary as full severance pay.

(C) Voluntary Resignation

If Colby Zemaitis voluntarily resigns from his position as City Engineer, he shall only receive compensation for the monetary equivalent of his earned but unpaid base salary to date of his resignation, together with accrued but unused vacation, personal and sick days. Colby Zemaitis shall give the CITY thirty (30) days written notification prior to his resignation. The CITY, at its election, may continue to employ Colby Zemaitis for the thirty (30) day period or request he leave the City's employment during this thirty (30) day period. In no event, however, shall Colby Zemaitis be paid for his voluntary termination other than provided in this sub-section.

SECTION 14. INDEMNIFICATION

To the extent permitted by law, the CITY shall indemnify and hold harmless for any claims, demands or actions which emanate as a result of his performance of duties as City Engineer.

SECTION 15. BONDING

CITY shall bear the full cost of any fidelity or other bonds required of under any law or ordinance.

SECTOION 16. NOTICE

Any notice required by this Agreement shall be deemed effective on the date of personal service or upon mailing by certified United States Mail, Return Receipt Requested, and sufficient postage prepaid and addressed as follows or as designated hereinafter by the parties in writing:

To the CITY:

Mayor of Wilmington
Wilmington City Hall
1165 South Water Street
Wilmington, Illinois 60481

With a Copy to:

Wilmington City Clerk
Wilmington City Hall
1165 South Water Street
Wilmington, Illinois 60481

To:

Colby Zemaitis
18802 S. Chestnut Drive
Shorewood, IL 60404

SECTION 17. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other.

SECTION 18. BINDING EFFECT

This Agreement shall be binding upon an inure to the benefit of the parties and their respective heirs, legal representatives, successor and assigns.

SECTION 19. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Any lawsuit or legal proceeding filed relating to the terms of this Agreement shall be filed in the Circuit Court of Will County, Illinois.

SECTION 20. HEADINGS

The various headings used in this Agreement as headings for section or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

SECTION 21. SEVERABILITY

The invalidity of any sections, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and this Agreement may be enforced with such provision severed or modified by such court.

SECTION 22. ORIGINALS

This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes, be deemed and the same is hereby declared to be a duplicate original of this Agreement.

IN WITNESS WHEREOF, the CITY OF WILMINGTON has caused this Agreement to be signed and executed this Agreement on the day and year first above written.

CITY OF WILMINGTON, an Illinois
Municipal Corporation

By: _____
J. Marty Orr, Mayor

Colby C Zemaitis, PE, CFM

ATTEST:

Joie Ziller, Deputy City Clerk



Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

September 14, 2016

Mr. Tony Graff
City Administrator
City of Wilmington
1165 S. Water Street (Route 102)
Wilmington, Illinois 60481

Re: West Side Sub Area Study – Proposal

Dear Tony,

Thank you for allowing SDA the opportunity to submit this proposal for consulting services related to the preparation of the West Side Sub Area Study. Since the adoption of the existing city-wide Comprehensive Plan in September, 2008, the City is experiencing increased interest and development activity in the western portion of the City's planning area. Additionally, transportation planning along the City's I-55 corridor, including IDOT's interchange design projects at Lorenzo Road and IL Route 129 and the potential Illiana Expressway all contribute to the need to effectively plan for a comprehensive approach to shape and direct appropriate and beneficial development for this region within the community.

At the City's direction, SDA will be teaming with Alfred Benesch, Hey & Associates, Inc., and ERS to prepare this sub area plan. SDA will serve as the Project Manager and oversee and manage the consultant team.

Listed below are the tasks, team consultants assigned to each task, and schedule we propose for this project.

Phase I – Assessment of Existing Conditions

Before being able to plan for the future, it is important to have a comprehensive understanding of what types of land uses and community characteristics exist in the City currently and contribute to its present day circumstances. This understanding will promote the development of an appropriate and effective plan that addresses the issues and concerns, goals and objectives of the community.

Task 1: Existing Land Use & Development (SDA)

Current conditions in the City will serve as a basis for planning future development and land use designations, recommended intensities for each land use type, and the relationships of the various land uses to each other.

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

SDA will:

- a. Develop of list and description of land use categories
- b. Conduct an inventory of the existing land uses and development patterns in the study area
- c. Prepare an existing land use map of the study area

Task 2: Current Zoning (SDA)

SDA will review and provide a concise summary and analysis of the City's current zoning ordinance to ensure that current zoning controls are and/or will be consistent with long range plans to ensure that the desired type of development is both permitted and encouraged, and undesirable uses are prevented.

Task 3: Existing Transportation & Circulation (Benesch and ERS)

Benesch/ERS will gather, review and analyze:

- a. Roadways
- b. Existing Traffic Volumes
- c. Commuter and Freight Rail
- d. Bicycle and Pedestrian Facilities

Task 4: Ecological Inventory (Hey & Associates, Inc.)

Hey & Associates, Inc. will gather, review and analyze:

- a. Wetland Areas and Jurisdiction
- b. Mapped Floodplain Areas
- c. Stormwater Detention Facilities
- d. Ecological and Natural Resources
- e. Local Recreational Areas, Parks and Open Space

Task 5: Existing Community Facilities (SDA)

SDA will identify and document:

- a. Municipal
- b. Fire Protection District
- c. Public Library District
- d. Educational Facilities
- e. Civic Organizations

Task 6: Demographics & Market Overview (SDA)

SDA will prepare a summary of demographic and market conditions for the study area, including the following elements:

- a. Population
- b. Housing

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p: 630 551-3355
f: 630 551-3639
schoppedesig.net

- c. Employment
- d. Retail/Commercial
- e. Industrial/Manufacturing
- f. Office

Task 7: Previous and Current Plans, Studies & Reports (SDA)

In an effort to promote cooperation and coordination of long-range planning between different government bodies, a review of current plans, studies and reports that may impact the future of the Wilmington community will be undertaken. Current plans, studies and reports that will be summarized will include, but are not limited to:

- a. City of Wilmington 2008 Comprehensive Plan
- b. CMAP GO TO 2040 Regional Plan ó October 2010 (and its subsequent plan ON TO 2050, if completed during the timing of this study)

Task 8: Preparation of Existing Condition Report (SDA)

Using the information gathered in Tasks 1 through 7, SDA will prepare the comprehensive detailed research and technical analysis that will comprise the Existing Conditions Report. The report will provide a snapshot of current conditions in the City of Wilmington, specifically in the identified geographic area of the study. The report is intended to function as the foundation from which the community can move forward with Phase II of the West Side Sub Area Plan, and create a shared vision.

Phase II: Preparation of Plan (SDA)

It is expected that SDA will be primarily responsible for the preparation of the plan. Coordination with the other team consultants will be on as as-needed basis, and related to each firm's area of expertise.

Task 1: Present Findings of Phase I – Existing Conditions Report

- a. Conduct a joint meeting of the Planning and Zoning Commission and the City Council to review findings of the Existing Conditions Report
- b. Solicit reaction to the findings, and identify any resulting concerns or opportunities

Task 2: Conduct Stakeholder Outreach

Public involvement is a cornerstone of an effective planning process as it promotes the participation of the community-at-large in the creation and management of their surroundings. The West Side Sub Area Study will be the product of a multi-step, community driven planning process that combines detailed technical work with the ideas of stakeholders in the Wilmington community. These outreach efforts will include:

- a. Identification and engagement of Wilmington officials, residents, study area property owners, business owners, community service providers, and other interested parties.

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- b. Conduct key person interviews to solicit input and ideas. The list of key stakeholders will be jointly determined by the consultant team and City officials.
- c. Conduct targeted public workshops to:
 - 1) Identify opportunities and constraints
 - 2) Establish a vision, recommended framework of goals and objectives

Task 3: Prepare Draft Sub Area Land Use Plan

Using the information gathered in Tasks 1 and 2, we will prepare the draft Sub Area Plan land use recommendations for land within the project area. The plan will be composed of a series of distinct but interrelated elements. The key elements of the plan will be divided into the following sections:

- a. Community Vision
- b. Land Use Plan
- c. Transportation and Circulation Plan
- d. Natural Resources and Sustainability Plan
- e. Community Facilities and Community Character
- f. Implementation Strategies and Funding Recommendations

Task 4: Planning and Zoning Commission and City Council Workshop

We will present our land use recommendations at a joint meeting of the Plan Commission and City Council. The purpose of this meeting will be to explain our recommendations and receive any comments from both groups.

Task 5: Revise Draft Plan

We will incorporate comments received from Task 4 and revise the land use map, exhibits and text accordingly.

Task 6: Planning and Zoning Commission Recommendation

We will submit a final draft of the plan to the Planning and Zoning Commission for public hearing, review, and a recommendation for approval.

Task 7: City Council Approval

We will submit a final draft of the plan to the City Council for review and approval.

Task 8: Deliver Final Documents

We will assemble and deliver the following products to the City. These products will include:

- a. One color original of plan and exhibits
- b. One electronic copy of plan and exhibits suitable for reproducing by the City

Compensation:

It is understood that the City of Wilmington will enter in separate agreements for services and payment related to the other consulting team members noted in this proposal. SDA's fee for its portion of the services (Basic Services) will be billed at our standard hourly rates as follows:

Standard Rates:

Project Principal and Project Management.....	\$175.00 per hour
Project Design	\$150.00 per hour
Technical Support.....	\$110.00 per hour
Administrative Support.....	\$ 65.00 per hour

These rates will be effective through December 31, 2016. This rate schedule will be reviewed and updated annually based on mutual consent of both CW and SDA.

Expenses:

In addition to fees for the services described above, SDA will be compensated for the following customary out of pocket expenses:

Outside Printing and Courier Servicesí ..í í í í í í í í ..	Cost plus 10%
In House Plotting Servicesí í í í í í í í í í í í í í ..	\$1.00 / s.f.
Travelí ..	\$.60 / mile

Additional Services:

If circumstances arise during our performance of the Basic Services, which we believe requires additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services and perform only such additional services following your written authorizations. In such a circumstance, you agree to compensate us for additional services as described in this agreement at our standard rates.

Payment:

Each month, we will provide invoices that describe the invoice period, the services rendered, fees and expenses due. Invoices for hourly fees will describe the tasks, hours, and hourly rates for the service completed. Payments will be due 30 days from date of invoice. We reserve the right to suspend our services if you have unpaid invoices over 60 days old and upon notice thereof.

ACCEPTANCE

The City of Wilmington and SDA may terminate this Agreement upon 60 days prior written notice to the other party. Unless and until such termination, this Agreement shall remain in full force and effect.

Please indicate your acceptance of this Agreement by signing and returning both originals to us. A countersigned agreement will be returned to you.

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Oswego, IL 60543
p: 630 551-3355
f: 630 551-3639
schoppedesig.net

Accepted by: _____
Tony Graff, Wilmington City Administrator

Date: _____

Accepted by: _____
Mike Schoppe, Schoppe Design Associates, Inc.

Date: _____

Thank you again for allowing SDA to submit this proposal on behalf of the team of SDA, Hey and Associates, Inc., ERS, and Benesch for consulting services for this exciting project. We look forward to reviewing our proposal with you at your earliest convenience.

Sincerely,
Schoppe Design Associates

Mike Schoppe



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

Contract # LTA-17-0002

Intergovernmental Agreement For City of Wilmington Downtown Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of Wilmington, 1165 S. Water Street, Wilmington, IL 60481, herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
Attest:		

_____ Signature	_____ Type or Print Name	_____ Date
--------------------	-----------------------------	---------------

For CMAP:

_____ Joseph C. Szabo Executive Director	_____ Attest Signature	_____ Date
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- Part 1 Scope/Compensation/Term
 - Part 2 General Conditions
 - Part 3 Federal Conditions of Approval
 - Part 4 Scope of Work/Responsibilities
 - Part 5 Compensation for Services
 - Part 6. FTA Certification Regarding Lobbying
-

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 5. Payment will be made within ninety (90) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmapp.illinois.gov

C. Tax Identification Number.

CMAP certifies that:

- 1. The number shown on this form is a correct taxpayer identification, **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- 3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status : Local Government

- D. **Term of Agreement.** The term of this Agreement shall be from October 1, 2016 to October 31, 2017
- E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. **Complete Agreement.**

a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and the GOVERNMENTAL BODY.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to CMAP shall be used for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the

Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY and CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.
 - a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
 - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
 - c. Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily

limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

- d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
8. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
 9. **Method of Payment.** Project expenditures are paid directly from federal and/or state or GOVERNMENTAL BODY funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.
 10. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.
 11. **Termination.**
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP or the Village of Wilmington for its convenience (hereinafter termed "Termination for Convenience"), provided that the GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
 12. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
 13. **Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of

race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

15. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. **Prohibited Interest.**

a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

18. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
20. **Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
21. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
22. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
23. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
24. **Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
26. **Hold Harmless and Indemnity.** The GOVERNMENTAL BODY shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
31. **Subcontracts.**
 - a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.
 - b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
 - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Federal Conditions of Approval

- A. **Standard Assurances** CMAP and the GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA), hereinafter called the DEPARTMENT, circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY and CMAP recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY and CMAP agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.
- B. **Certification Regarding Lobbying**
 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to the GOVERNMENTAL BODY/Grantee/Vendor requests:
 - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
 - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - b. This Certification applies to the lobbying activities of:
 - (1) GOVERNMENTAL BODY/Grantee,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier,
 2. GOVERNMENTAL BODY's/Grantee's/Vendor's authorized representative certifies to the best of

his

or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

- a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
 - b. GOVERNMENTAL BODY/Grantee/Vendor will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
- b. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
- (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Subagreements, and
 - (4) Other third party agreements under a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. GOVERNMENTAL BODY/Grantee/Vendor understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 4. GOVERNMENTAL BODY/Grantee/Vendor also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the CONTRACTOR assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY or CMAP receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property

is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY OR CMAP retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY and CMAP assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property The GOVERNMENTAL BODY and CMAP certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

E. Cost Principles The GOVERNMENTAL BODY and CMAP certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

F. Debarment The GOVERNMENTAL BODY and CMAP shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY and CMAP certify that to the best of its knowledge and belief, the GOVERNMENTAL BODY and CMAP and The GOVERNMENTAL BODY and CMAP'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of The GOVERNMENTAL BODY and CMAP to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY and CMAP shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that The

GOVERNMENTAL BODY or CMAP knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY and CMAP shall provide immediate written notice to the DEPARTMENT if at any time The GOVERNMENTAL BODY and CMAP learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY and CMAP agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY and CMAP agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY and CMAP may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY and CMAP knows the certification is erroneous. The GOVERNMENTAL BODY and CMAP may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY and CMAP may, but is not required to, check the Non-procurement List. If The GOVERNMENTAL BODY and CMAP knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY or CMAP is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The GOVERNMENTAL BODY discloses present indictments, convictions or adverse civil judgements within the three-year period preceding the date of this contract as described in Attachment 3.

G. Audit Requirements The GOVERNMENTAL BODY and CMAP certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards. In particular, Section 200.501 requires the following:

a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt

from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

(f) The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

(g) *Reporting package.* The reporting package must include the following:

(1) Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);

(3) Auditor's report(s) discussed in §200.515 Audit reporting; and

(4) Corrective action plan discussed in §200.511 Audit findings follow-up, paragraph (c).

H. Drug Free Workplace The GOVERNMENTAL BODY and CMAP certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance In accordance with 49 CFR 26.13(a), as amended, The GOVERNMENTAL BODY and CMAP assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY and CMAP assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY and CMAP DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of The GOVERNMENTAL BODY and CMAP, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to The GOVERNMENTAL BODY and CMAP of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

- J. Assurance of Nondiscrimination on the Basis of Disability** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, The GOVERNMENTAL BODY and CMAP assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY and CMAP assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
- K. Procurement Compliance Certification** The GOVERNMENTAL BODY and CMAP certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY and CMAP certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. Intelligent Transportation Systems Program** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY and CMAP assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
 2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY and CMAP assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.
- M. Davis-Bacon Act** To the extent applicable, The GOVERNMENTAL BODY and CMAP will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**
As required by OMB, The GOVERNMENTAL BODY and CMAP certify that it:
1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
 2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to

examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

- The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;

- GOVERNMENTAL BODY and CMAP /Grantee/Vendor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as “Section 4f”);
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY and CMAP /Grantee/Vendor:
 - (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - (2) has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) GOVERNMENTAL BODY and CMAP /Grantee/Vendor will:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - (g) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA

- will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
- (h) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
 - (i) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - (j) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
 - (k) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;

(1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- GOVERNMENTAL BODY and CMAP /Grantee/Vendor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.

O. Energy Conservation To the extent applicable, The GOVERNMENTAL BODY and CMAP and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

- P. Clean Water** For all contracts and subcontracts exceeding \$100,000 The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. Eligibility For Employment In The United States** The GOVERNMENTAL BODY and CMAP shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the CONTRACTOR to verify that persons employed by the GOVERNMENTAL BODY and CMAP are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims** The GOVERNMENTAL BODY and CMAP acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on The GOVERNMENTAL BODY and CMAP the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. The GOVERNMENTAL BODY and CMAP agree to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance.** The GOVERNMENTAL BODY and CMAP shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes Or Breaches** The GOVERNMENTAL BODY and CMAP agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the CONTRACTOR. The GOVERNMENTAL BODY or CMAP will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If The GOVERNMENTAL BODY and CMAP seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY and CMAP agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, The GOVERNMENTAL BODY and CMAP will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- W. Fly America** The GOVERNMENTAL BODY and CMAP will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver** The GOVERNMENTAL BODY and CMAP agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by The GOVERNMENTAL BODY and CMAP of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY and CMAP which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in

respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- Y. Preference for Recycled Products** To the extent applicable, The GOVERNMENTAL BODY and CMAP agree to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- Z. Cargo Preference Use of United States Flag Vessels.** The GOVERNMENTAL BODY and CMAP agree to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. Performance measurement** The GOVERNMENTAL BODY and CMAP must relate financial data of this AGREEMENT to its performance accomplishments. Further, The GOVERNMENTAL BODY and CMAP must also provide cost information or a budget in Part 5 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- BB. Project closeout** Pursuant to CFR Part 200.343 thru 200.345, The GOVERNMENTAL BODY and CMAP must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 4 and 5, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, The GOVERNMENTAL BODY and CMAP agree that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.
- CC.** The GOVERNMENTAL BODY and CMAP is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If The GOVERNMENTAL BODY and CMAP does not have a DUNS number, the CONTRACTOR must register at <https://sam.gov>.
- DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers** The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs A through DD apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Part 4: Responsibilities/Scope of Work

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- A. **SCOPE OF WORK.** The purpose of the project is to create a downtown plan for the City of Wilmington, (hereinafter "PROJECT") described in Attachment 2. The GOVERNMENTAL BODY submitted a proposal for the PROJECT under the CMAP Local Technical Assistance (LTA) program, which was approved.
- B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

Part 5. Compensation for Services

The GOVERNMENTAL BODY will be responsible for a local match of \$10,000.00, which will be paid in two installments by the GOVERNMENTAL BODY within thirty (30) days of receipt of the invoice. The first installment, of \$5,000.00, will be issued after this agreement has been fully executed. The second installment, of \$5,000.00, will be issued on June 1, 2017. The invoices will be sent to the person listed on ATTACHMENT 1. In the event that CMAP does not receive payment by the due dates listed above, CMAP reserves the right to cease work on the project until such funds are received.

Part 6. FTA Certification Regarding Lobbying

FTA Certification Regarding Lobbying

(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned GOVERNMENTAL BODY certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The GOVERNMENTAL BODY, the Village of Wilmington, Illinois, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of GOVERNMENTAL BODY'S Authorized Official

Date

Name and Title of GOVERNMENTAL BODY'S
Authorized Official:

ATTACHMENT 1:

Invoice Information

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606



ATTACHMENT 2
Local Technical Assistance (LTA) Project Scope:
Wilmington Downtown Plan

The following is a proposed outline of steps to create a downtown plan for the City of Wilmington as part of the Chicago Metropolitan Agency for Planning’s (CMAP) [Local Technical Assistance program](#). Through this program, CMAP will provide staff assistance to complete the plan.

Purpose

The intent of the project is to develop a Downtown Plan that outlines a vision and provides development strategies to help improve the function and character of the City’s central business district. The plan will comprehensively address issues such as future land use priorities, economic development opportunities for key parcels, transportation and pedestrian access, and streetscape appeal along the Illinois Route 53 and Illinois Route 102 corridors. The project will incorporate robust stakeholder input to ensure that the end product is driven by the needs and vision of the community, including residents, business owners, property owners, and other community stakeholders.

Planning Study Area

The plan will focus on two main corridors through Wilmington’s downtown, and will also include broader analysis and recommendations for the area immediately surrounding the downtown business district. The proposed study area extends along two state routes: Illinois Route 53, from Forked Creek to Island Park, and Illinois Route 102, from the Union Pacific Railroad to Wabash Street.

Approximate Timeline

The following scope of work is designed to be completed in approximately 12 months; however, the timeline may change as the project progresses.



Steering Committee

CMAP recommends that a Steering Committee or similar oversight group be created to assist in guiding the development of the Downtown Plan. The Steering Committee will be responsible for providing project direction, reviewing key draft deliverables (such as the draft existing conditions report and plan), and attending project meetings (internal and public). CMAP will look to City staff to select Steering Committee members. Ideally the Steering Committee will have a maximum of 10-12 members. Throughout this scope of work, this group is referred to as the “Steering Committee.” The exact makeup of this group will be determined in the pre-kickoff phase of the planning process.

Deliverables

The final deliverable of this project will be a Downtown Plan that will be presented to the City Council for formal adoption. Interim deliverables, including an existing conditions report, key recommendations memo, opportunity site concepts, and a draft plan, will also be produced during the planning process and submitted to the Steering Committee by CMAP staff. Interim deliverables are identified in *italics* within the following Scope of Work.

Scope of Work

Pre-kickoff Work (Sept.-Oct. 2016)

Before the project formally kicks off, there are several steps that CMAP will go through with the City. These include:

- The City Council will need to ***adopt an intergovernmental agreement*** expressing support for the project, authorizing staff to participate, and committing to providing local matching funds. CMAP will provide a sample intergovernmental agreement, to be modified as necessary. This will need to be passed before the project begins.
- A ***project Steering Committee will be formed***. The membership of the Steering Committee will be determined through discussions between CMAP and City staff before the project formally begins.

These activities will occur prior to the “formal” kickoff meeting with the Steering Committee, and can begin as early as September 2016.

Phase 1: Project Orientation (Oct.-Nov. 2016)

The planning process will begin in October 2016 with meetings between CMAP staff, appropriate City staff, and the Steering Committee.

Task 1.1: Meeting with City Staff

This may include staff other than those involved in the pre-kickoff work. This meeting will include discussion of the plan scope and near-term timelines, as well as discussion of existing plans, studies, reports, and GIS and other data. City staff will also be asked to identify relevant stakeholder groups to include in public engagement activities and to help CMAP make contacts locally. This meeting may include a walking or driving tour of the study area.

Task 1.2: Initial Steering Committee Meeting

CMAP will hold a kick-off meeting with the Steering Committee to introduce the project scope and schedule, discuss the committee’s expectations for the project and its role in the process, review the proposed community outreach strategy, and identify key persons and stakeholder groups for interviews (see Task 2.2). The meeting will conclude with a workshop to identify and discuss the concerns and priorities that Steering Committee members would like to see addressed in the Downtown Plan.

Phase 2: Community Outreach (Oct.-Dec. 2016)

A primary goal of all CMAP projects is to elevate community engagement in planning – particularly focusing on engaging populations that are typically underrepresented in public planning processes. A detailed community outreach strategy will be developed at the outset of the Downtown Plan. The community outreach strategy will identify opportunities for specific outreach and engagement activities and will outline goals and methods for public participation. The Steering Committee and City staff and officials' full participation in this process is vital to the success of the plan.

The outreach tasks identified in this phase and other phases of the Scope of Work may be added to or modified as the planning process moves forward. At a minimum, community engagement activities will include, but are not limited to:

- Three public meetings, including an initial public introduction to solicit community input and discuss plan goals, a second public meeting to develop a vision and discuss ideas for strategies, and an open house to present and receive feedback on the draft plan.
- Key person interviews and focus groups with residents, stakeholder groups, business owners, property owners, institutions, and organizations.
- Use of an interactive website (MetroQuest) allowing public input (for an example of its use, see <https://aurora-draft.metroquest.com>).
- Updates at City Council meetings, or other relevant meetings.

Task 2.1: Public Kick-off Meeting

CMAP will work with City staff to facilitate a public workshop, which will serve to solicit community opinions on existing and future land use and transportation, assess issues and opportunities related to the downtown, and discuss goals and objectives for the plan. The meeting will begin with a brief presentation on the project's scope of work. Then an interactive workshop will be held to gather community preferences for the future of the downtown. The results from this session will be summarized in the existing conditions report and will serve to inform the plan.

Task 2.2: Key Person Interviews & focus Groups

CMAP will conduct key person and/or small group interviews to aid in its understanding of the conditions within the downtown relating to key issues and opportunities. The interviews and focus groups will likely include representatives from the City, Wilmington Island Park District, Will County, Illinois Department of Natural Resources, Illinois Department of Transportation, local residents, business owners, property owners, and other community stakeholders. CMAP will work with the Steering Committee to determine an appropriate list of interviewees.

Task 2.3: Business Workshop and Survey

With a focus on the downtown it is important that the Wilmington business community is involved in the planning process. CMAP will conduct a workshop for downtown business owners and operators to solicit input on the issues and opportunities facing the downtown and ensure that their unique perspectives are documented. It is recommended that such a workshop be conducted as part of a regular meeting of the local business community such as the Chamber of Commerce or Rotary Club. CMAP will also create an online survey that be used to solicit input from those business owners and operators that aren't able to attend an in-person workshop.

Task 2.4: Project Website

CMAP will create and host a dedicated project webpage containing information on the planning process and key deliverables. The webpage should be accessible to the general public on the City's website via a link. Materials posted on the webpage may include project announcements, upcoming meeting dates,

meeting materials, draft documents for review, online surveys, etc. CMAP will be responsible for posting the material and keeping the page up-to-date.

Task 2.5: MetroQuest Site (Interactive Survey)

CMAP will create and host an interactive MetroQuest website to solicit public input during the planning process. The webpage will be accessible through the project website and should be made accessible on the City's website via a link. The MetroQuest website will include interactive survey content to solicit public input on a wide variety of topics.

Deliverable: As the project progresses and the activities are completed, summaries will be created to document the results of the outreach. These summaries can be posted to the project website for public review. Ongoing outreach efforts will be described in a chapter of the existing conditions report.

Phase 3: Existing Conditions Analysis (Oct. 2016-Mar. 2017)

This task will include the development of a comprehensive Existing Conditions Report that provides an overview of existing conditions and documents factors influencing the development of plan recommendations.

Task 3.1: Review Existing Documents and Plans

CMAP will review existing regulations, plans, reports, and policies pertinent to the downtown, particularly the *Wilmington Comprehensive Plan (2008)*, *Illinois Route 53 Corridor Plan (2014)*, and *Wilmington Island Park Vision Plan (2015)*, among others. This review will serve as background for the analysis to take place in future tasks and phases, and will help to prepare for the public workshop (see Task 4.1).

Task 3.2: Draft Existing Conditions Report

The existing conditions report is an important interim deliverable in the process to create the Downtown Plan. This report will describe current conditions in Wilmington and look at how things have changed in recent years, synthesizing information gathered through stakeholder input, field observations, demographic data, previous studies, and other sources. The report will summarize the project team's findings relating to the downtown, including land use, economic development, and transportation, and convey the team's understanding of key issues and opportunities that the plan will address. Throughout the document, findings from the project's community engagement effort will be included as qualitative data that informs the planning effort. A draft of the report will be prepared and presented to the Steering Committee and City staff.

Task 3.3: Steering Committee Meeting

CMAP will meet with the Steering Committee to present the existing conditions report and discuss preliminary recommendations. This meeting will also be used to identify up to four key sites to be considered for more detailed planning recommendations (see Task 4.3). The Steering Committee will create one set of consensus revisions to the report, which CMAP will incorporate prior to moving forward with drafting the plan.

Deliverable: An Existing Conditions Report which includes charts, maps, and other graphics to support the text description of the topics covered. This report will be a stand-alone product and will serve as the foundation for the Downtown Plan document.

Phase 4: Plan Development (Mar.-Jul. 2017)

This phase includes conducting additional outreach to define the community's vision for the study area, identifying and evaluating key recommendations, and developing the draft Downtown Plan document.

Task 4.1 Visioning Workshop

This task will be used to establish a shared vision for the downtown and its corridors. A public workshop will be held to allow residents to illustrate their future vision for the study area. Workshop participants will be provided markers and blank maps of the study area and organized into smaller working groups. Each group will then work together to map out their 10- to 15-year vision of the downtown and its corridors, identifying key development opportunity sites. Each working group will share their vision with the larger group and the workshop will conclude with a summary of key workshop themes by CMAP staff.

Following the workshop, CMAP staff will combine the results of the visioning workshop with the results of the existing conditions analysis and previous public engagement to create a vision statement for the study area. The vision statement will provide guiding principles that will inform plan recommendations moving forward.

Deliverable: A vision statement which provides general vision, goals, and objectives. This document will be no more than four pages in length, and will be included as one of the chapters of the final plan.

Task 4.2: Key Recommendations

In concert with development of the vision statement, and before the final plan is drafted, CMAP will prepare a memo describing the key recommendations that are expected to be contained in the final plan. Preliminary recommendations for key redevelopment opportunity sites will also be provided. This document will be provided to City staff and the Steering Committee for review and comment. Based on feedback received, the draft plan will begin to be prepared. The purpose of this step is to provide the Steering Committee members with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point.

Deliverable: A memo summarizing key plan recommendations to achieve the vision, based on existing conditions findings and stakeholder involvement. This will be an internal working document containing initial ideas and is not meant for public distribution.

Task 4.3: Redevelopment Opportunity Site Concepts

Based on the results of the visioning workshop and discussion of key recommendations with the Steering Committee, redevelopment opportunity sites will be selected for more detailed treatment within the draft Downtown Plan. Key sites identified will represent opportunities for the redevelopment of vacant or underutilized properties within the study area. CMAP may engage a consultant to evaluate unique transportation and market components, as well as to help develop conceptual illustrations that demonstrate how plan recommendations could be applied to each selected site. The consultant(s) will be engaged at no additional cost to the City.

Task 4.4: Draft Plan

After reaching consensus on the key recommendations, the draft plan will be developed. A draft will be sent to City staff and Steering Committee members for review. The draft Downtown Plan will be revised based on City staff and Steering Committee comments, creating a revised plan. The draft plan will include, but is not limited to, the following topics:

- **Community Vision and Future Land Use.** The future land use plan will serve as the foundation for the recommendations contained in the Downtown Plan. This section will help to translate the community's vision into physical terms by providing a general pattern for the location, distribution, and characteristics of future land use in the two subareas.

- **Transportation and Mobility.** The purpose of this topic is to provide recommendations for the City to provide safe and efficient transportation options to navigate the community and connect to regional transportation systems. Walkability, biking, driving, and parking will be discussed.
- **Environment and Natural Resources.** This topic will focus on the natural environment, including parks and open space, and its role in protecting environmental quality, improving public health, strengthening the economy, and improving residents' overall quality of life. Water resources will be discussed.
- **Image and Identity.** This topic will provide recommendations for the City to enhance street appeal and improve the overall image of the downtown. Streetscape improvements and beautification projects will be discussed.
- **Implementation.** The Plan will contain implementation actions for the City to begin working on immediately following plan adoption. The Steering Committee will help identify these priorities and goals after reviewing the other sections of the draft plan.

Task 4.5: Steering Committee Meeting

The draft plan will be presented to the Steering Committee for consideration for approval. The Steering Committee will create one set of consensus revisions to the plan, which CMAP will incorporate prior to moving forward with public review and adoption.

Deliverable: The plan will include text recommendations for action, with support from graphics and maps. It will also include language concerning implementation, including descriptions of actions that should be taken within the next two years to advance its recommendations.

Phase 5: Public Review and Adoption (Aug.-Sept. 2017)

Following development of the draft Downtown Plan, the plan will be presented to the public and City officials, revised as needed, and then adopted.

Task 5.1: Public Open House

CMAP and the City will hold one public open house in a central location to present the draft Downtown Plan to the public. Key recommendations from the plan will be displayed on illustrative posters and the public will be able to circulate and make comments or ask questions of CMAP staff, the City, and the Steering Committee. Comments will also be collected on the project website. These comments will be reviewed with City staff and consolidated into a set of action items for revision. CMAP will then revise the document in preparation for the public hearing.

Task 5.2: Public Hearing

CMAP will be available to attend and present at a public hearing with the City Council. CMAP staff will be responsible for collecting comments and suggestions and consolidating them into action items for revision or response.

Task 5.3: Adoption Meeting

CMAP will be available to attend and present at an adoption meeting with the City Council and will incorporate revisions into the final Plan.

Task 5.4: Final Document

Once the Downtown Wilmington Downtown Plan is adopted, CMAP will provide the City with a PDF version of the final document(s) (as well as an Adobe InDesign version if desired), along with other supporting information and drawings.

Deliverable: The format of the final plan will be the same as that of the draft plan, except with a higher quality of graphics.

Phase 6: Implementation (Sept. 2017)

After the plan is adopted, CMAP will remain involved to monitor and encourage progress on the implementation actions specified in the plan.

Task 6.1: Implementation Follow-up

If CMAP identifies specific implementation tasks on which to provide assistance, CMAP staff may remain involved for a period of two years after the plan is adopted. This will be at a lower level of involvement, but will include meeting periodically with City staff, tracking and monitoring progress in accomplishing the plan's recommendations, facilitating discussions with regional and state agencies that may have a major implementation role, and similar activities.

Deliverable: There is no formal deliverable for this task.

CMAP Contacts:

Maggie Jarr, CMAP Project Manager (mjarr@cmap.illinois.gov or 312-386-8693)

Brandon Nolin, CMAP Project Director (bnolin@cmap.illinois.gov or 312-386-8752)

City of Wilmington Downtown Plan Assistance

City of Wilmington, Illinois

Resolution No. 2016-12

A RESOLUTION TO ACCEPT PLANNING ASSISTANCE SERVICES DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING

WHEREAS, the City of Wilmington (“the City”) has applied for planning assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”) to prepare a Downtown Plan;

WHEREAS, the City’s request for such assistance has been identified by CMAP as a priority project; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing assistance as a means of advancing the plan’s implementation; and

WHEREAS, the City and CMAP have agreed on the general contents of an Intergovernmental Agreement (“IGA”) and a Scope of Services that will guide planning assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF WILMINGTON:

Section 1: the City Council supports the preparation of a Downtown Plan.

Section 2: the City Council accepts the offer of planning assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of GO TO 2040.

Section 3: the City Council authorizes staff as designated by the Mayor to finalize and execute an Intergovernmental Agreement with an attached Scope of Services.

Section 4: the City Council recognizes that provisions that govern the administration of planning assistance services, and, if necessary, the discontinuation of such services, are included in the Intergovernmental Agreement.

Section 5: This resolution shall be effective as of the date of its adoption.

ADOPTED this 15th day of November, 2016 with _____ members voting aye, _____ members voting nay, the Mayor _____ voting, with _____ members abstaining or passing and said vote being:

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

Approved this 15th day of November, 2016

J. Marty Orr, Mayor

Attest:

Joie Ziller, Deputy City Clerk